

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

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

**Thursday
October 10, 2013
12:00 p.m., ET**

- 1.** Call to Order
- 2.** Consideration of Approval of the Appraisals for the 1.5-Acre Surplus Tract;
Yellow River WMA (*Carol Bert*)
- 3.** Consideration of Approval of the Appraisals for the 0.4-Acre Surplus Tract;
Blackwater River WMA (*Carol Bert*)
- 4.** Consideration of Invitation to Bid 13B-010; Choctawhatchee River 2013
Timber Sale (*Tyler Macmillan*)
- 5.** Consideration of Invitation to Bid 13B-012; Econfina Creek 2013 Sand Pine
Timber Sale (*Tyler Macmillan*)
- 6.** Consideration of Invitation to Bid 14B-001; Upland Wiregrass Seed Collection
and Sale (*Tyler Macmillan*)
- 7.** Adjourn

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: District Lands Committee
Governing Board

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

FROM: Carol L. Bert, Associate Lands Administrator

DATE: September 23, 2013

SUBJECT: Consideration of Approval of the Appraisals for the 1.5-Acre Surplus
Tract; Yellow River WMA

Prior to consideration of the Contract for Sale and Purchase, staff is requesting approval of the appraisal/appraisal update and review appraisal/review appraisal update on the 1.5-acre surplus tract in Okaloosa County. The appraisal/appraisal update of this tract was prepared by Carlton Appraisal Company, and the review appraisal/review appraisal update was prepared by Southeast Appraisal Group. Copies of the appraisals will be available at the Governing Board meeting if any member of the Board would like to review them.

Staff recommends approval of the appraisal/appraisal update prepared by Carlton Appraisal Company and the review appraisal/review appraisal update prepared by Southeast Appraisal Group for the 1.5-acre surplus tract in Okaloosa County, Florida.

/cb

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: District Lands Committee
Governing Board

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

FROM: Carol L. Bert, Associate Lands Administrator

DATE: September 23, 2013

SUBJECT: Consideration of Approval of the Appraisals for the 0.4-Acre Surplus
Tract; Blackwater River WMA

Prior to consideration of the Contract for Sale and Purchase, staff is requesting approval of the appraisal/appraisal update and review appraisal/review appraisal update on the 0.4-acre surplus tract in Santa Rosa County. The appraisal/appraisal update of this tract was prepared by Carlton Appraisal Company, and the review appraisal/review appraisal update was prepared by Southeast Appraisal Group. Copies of the appraisals will be available at the Governing Board meeting if any member of the Board would like to review them.

Staff recommends approval of the appraisal/appraisal update prepared by Carlton Appraisal Company and the review appraisal/review appraisal update prepared by Southeast Appraisal Group for the 0.4-acre surplus tract in Santa Rosa County, Florida.

/cb

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

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

DATE: September 24, 2013

SUBJECT: Consideration of Invitation to Bid 13B-010; Choctawhatchee River 2013 Timber Sale

Recommendation:

Staff recommends that the Governing Board approve the bids submitted in response to Invitation to Bid 13B-010, and authorize the Executive Director to enter into an agreement for this timber sale with the high bidder, Morris Timber Products, Inc., at the bid prices of \$15.18 per ton for Pine Pulpwood; \$22.50 per ton for Pine Chip-N-Saw; \$26.50 per ton for Pine Saw Timber; \$11.48 per ton for Hardwood Pulpwood; and \$55.60 per ton for Large Pine Poles.

Background:

On August 22, 2013, the District posted Invitation to Bid No. 13B-010 for the Choctawhatchee River 2013 Timber Sale on the State's Vendor Bid System and the District's website. The sale was advertised in the *Panama City News Herald* and notices were sent to a number of companies that have previously expressed an interest in District timber sales.

This timber sale will result in the harvest of an estimated 30,050 tons of timber in five product categories from 452 acres comprised of nine timber stands in Walton and Washington counties, as described below. These stands are also delineated on the attached Exhibit Map A.

Stand No.	Stand Name	Harvest Method	Acres	Species	Age
1	Cow Lake	Third Row/Select	94	Loblolly	34
2	Gould 35	Third Row/Select	106	Loblolly	35
3	Gould 21	Third Row/Select	61	Loblolly	21
4	Live Oak	Third Row/Select	23	Loblolly & Slash	45
5	Spurling	Third Row/Select	19	Slash	44
6	Hightower	Third Row/Select	30	Slash	41
7	Boynton	Third Row/Select	65	Loblolly	20
8	Hwy 181	Clearcut	30	Loblolly	39
9	Sandy Creek	Clearcut	24	Loblolly	41
GRAND TOTAL			452		

On September 24, 2013, at 2:00 p.m. EDT, the District opened two sealed bids for the purchase of the designated timber products. A detailed breakdown of the bids with prices for each timber product is found in Exhibit A on the following page. The total estimated sale value amounts are listed below for your consideration.

Company	Total Estimated Sale Value*
Canal Wood, LLC	\$ 521,690.00
Morris Timber Products, Inc.	\$ 627,108.44

**These figures are to be used for bid evaluation and comparison purposes only. Payments to the District will be made on a measured per ton basis.*

/tlm

Exhibit A

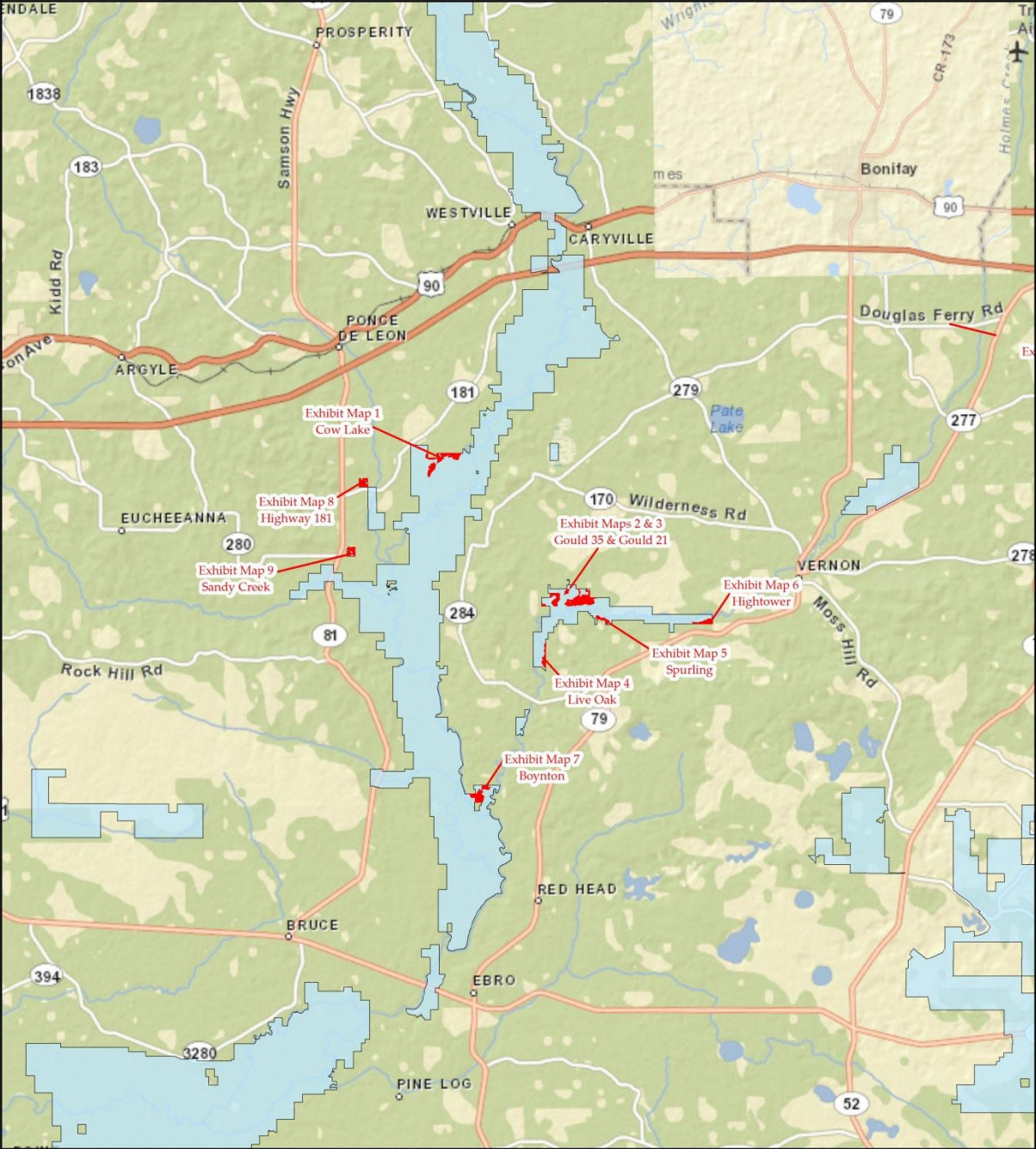
Bid Prices – NFWMD ITB 13B-010

Choctawhatchee River 2013 Timber Sale

		Morris Timber Products, Inc.		Canal Wood, LLC	
Product	Estimated Total Tons	Price/Ton	Total For Bid Comparison*	Price/Ton	Total For Bid Comparison*
Pulpwood	12,625	\$ 15.18	\$ 191,647.50	\$ 12.00	\$ 151,500.00
Pine Chip-N-Saw	5,373	\$ 22.50	\$ 120,892.50	\$ 18.00	\$ 96,714.00
Pine Saw Timber	10,924	\$ 26.50	\$ 289,486.00	\$ 23.00	\$ 251,252.00
Hardwood Pulpwood	853	\$ 11.48	\$ 9,792.44	\$ 8.00	\$ 6,824.00
Pine Poles - Large	275	\$ 55.60	\$ 15,290.00	\$ 56.00	\$ 15,400.00
Total Estimated Sale Value*			\$ 627,108.44		\$ 521,690.00

**These figures are to be used for bid evaluation and comparison purposes only. Payments to the District will be made on a measured per ton basis.*

Exhibit Map A



- Timber Thinning/
Clearcut Stands
- District Ownership

General Location Map
Central Region
Choctawhatchee River 2013 Timber Sale



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

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

DATE: September 17, 2013

SUBJECT: Consideration of Invitation to Bid 13B-012; Econfina Creek 2013 Sand Pine Timber Sale

Recommendation:

Staff recommends that the Governing Board approve the bids submitted in response to Invitation to Bid 13B-012, and authorize the Executive Director to enter into an agreement for this timber sale with the high bidder, Whitfield Timber Co., Inc., at the bid price of \$22.58 per ton.

Background:

On August 19, 2013, the District posted Invitation to Bid No. 13B-012 for the Econfina Creek 2013 Sand Pine Timber Sale on the State's Vendor Bid System and the District's website. The sale was advertised in the Panama City News Herald and notices were sent to a number of companies that have previously expressed an interest in District timber sales.

This timber sale will result in the harvest of an estimated 37,002 tons of sand pine timber product from 482 acres comprised of one stand in Washington County, as described below. This stand is also delineated on the attached Exhibit Maps.

Unit Name	Harvest Method	Acres	Pine Species	Age
Mitchell Mill	Clear-cut	482	Sand Pine	43 Years
TOTAL ACRES		482		

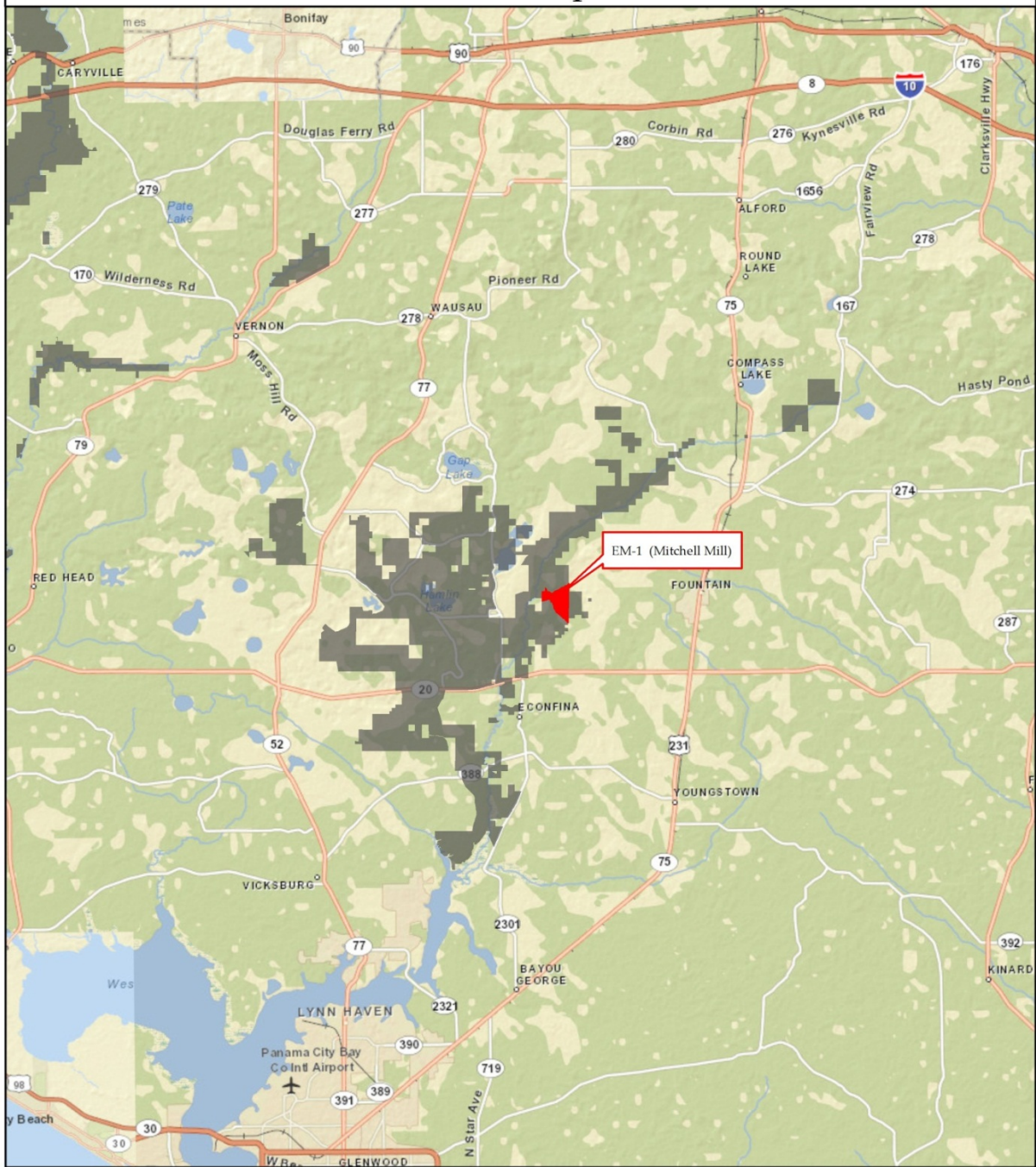
On September 17, 2013, at 2:00 p.m. EDT, the District opened two sealed bids for the purchase of the sand pine pulpwood. The bids received are listed below.

Company	Per Ton Bid Amount Sand Pine Pulpwood
Deer Point Timber Products, Inc.	\$ 22.17
Whitfield Timber Co., Inc.	\$ 22.58



Whitfield Timber Co., Inc., submitted the highest per-ton bid. At this price, the sale is anticipated to generate approximately \$835,500.

/tlm

Exhibit Map A



Econfina Creek 2013 Sand Pine Timber Sale
General Locator Map

-  Sand Pine Stands
-  District Ownership

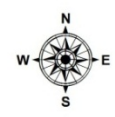
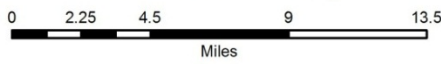
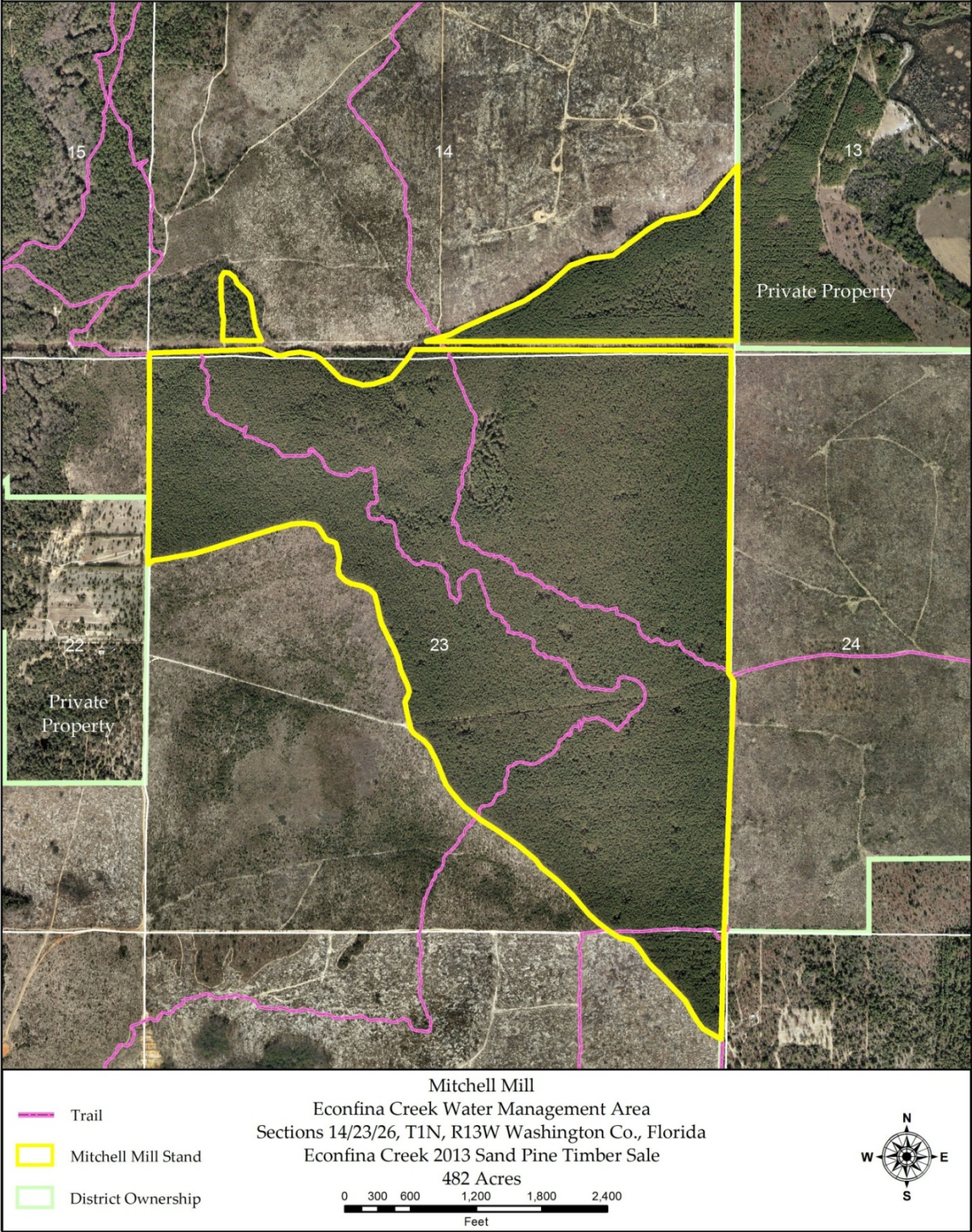


Exhibit Map 1



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

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

DATE: September 25, 2013

SUBJECT: Consideration of Invitation to Bid 14B-001; Upland Wiregrass Seed Collection and Sale

On September 18, 2013, the District posted Invitation to Bid No. 14B-001 for the Upland Wiregrass Seed Collection and Sale on the State's Vendor Bid System and the District's website. The sale was advertised in the *Panama City News Herald* and notices were sent to a number of companies and other entities that have previously expressed an interest in wiregrass seed collection.

This wiregrass seed collection and sale will allow for the harvest of wiregrass from three sites that total approximately 99 acres in the Econfinia Creek Water Management Area (map attached). These sites were burned in May and June 2013, and the wiregrass seed will be ready for harvest in November.

This is the District's first attempt to sell wiregrass seed in this manner. Although there is considerable interest in the procurement of wiregrass seed for groundcover restoration purposes, it is yet to be determined how many companies are willing to do their own seed harvesting or what they are willing to pay for the ability to harvest seed from District properties.

Sealed bids for this project are due by October 8, 2013. Staff will provide the results of the bid process in the form of a supplement.

Exhibit Map A

This map displays the Wiregrass Seed Collection Sites within the Econfin Creek Water Management Area. The collection sites are marked with red rectangles and labeled: Rolling Pines Collection Site, Whitewater Collection Sites, and Mosley Collection Site. The Econfin Creek WMA is shaded in light green. The map includes major roads (SR 77, SR 20, SR 388, SR 231, SR 277, SR 279, SR 301, SR 302, SR 303, SR 304, SR 305, SR 306, SR 307, SR 308, SR 309, SR 310, SR 311, SR 312, SR 313, SR 314, SR 315, SR 316, SR 317, SR 318, SR 319, SR 320, SR 321, SR 322, SR 323, SR 324, SR 325, SR 326, SR 327, SR 328, SR 329, SR 330, SR 331, SR 332, SR 333, SR 334, SR 335, SR 336, SR 337, SR 338, SR 339, SR 340, SR 341, SR 342, SR 343, SR 344, SR 345, SR 346, SR 347, SR 348, SR 349, SR 350, SR 351, SR 352, SR 353, SR 354, SR 355, SR 356, SR 357, SR 358, SR 359, SR 360, SR 361, SR 362, SR 363, SR 364, SR 365, SR 366, SR 367, SR 368, SR 369, SR 370, SR 371, SR 372, SR 373, SR 374, SR 375, SR 376, SR 377, SR 378, SR 379, SR 380, SR 381, SR 382, SR 383, SR 384, SR 385, SR 386, SR 387, SR 388, SR 389, SR 390, SR 391, SR 392, SR 393, SR 394, SR 395, SR 396, SR 397, SR 398, SR 399, SR 400, SR 401, SR 402, SR 403, SR 404, SR 405, SR 406, SR 407, SR 408, SR 409, SR 410, SR 411, SR 412, SR 413, SR 414, SR 415, SR 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541, SR 542, SR 543, SR 544, SR 545, SR 546, SR 547, SR 548, SR 549, SR 550, SR 551, SR 552, SR 553, SR 554, SR 555, SR 556, SR 557, SR 558, SR 559, SR 560, SR 561, SR 562, SR 563, SR 564, SR 565, SR 566, SR 567, SR 568, SR 569, SR 570, SR 571, SR 572, SR 573, SR 574, SR 575, SR 576, SR 577, SR 578, SR 579, SR 580, SR 581, SR 582, SR 583, SR 584, SR 585, SR 586, SR 587, SR 588, SR 589, SR 590, SR 591, SR 592, SR 593, SR 594, SR 595, SR 596, SR 597, SR 598, SR 599, SR 600, SR 601, SR 602, SR 603, SR 604, SR 605, SR 606, SR 607, SR 608, SR 609, SR 610, SR 611, SR 612, SR 613, SR 614, SR 615, SR 616, SR 617, SR 618, SR 619, SR 620, SR 621, SR 622, SR 623, SR 624, SR 625, SR 626, SR 627, SR 628, SR 629, SR 630, SR 631, SR 632, SR 633, SR 634, SR 635, SR 636, SR 637, SR 638, SR 639, SR 640, SR 641, SR 642, SR 643, SR 644, SR 645, SR 646, SR 647, SR 648, SR 649, SR 650, SR 651, SR 652, SR 653, SR 654, SR 655, SR 656, SR 657, SR 658, SR 659, SR 660, SR 661, SR 662, SR 663, SR 664, SR 665, SR 666, SR 667, SR 668, SR 669, SR 670, SR 671, SR 672, SR 673, SR 674, SR 675, SR 676, SR 677, SR 678, SR 679, SR 680, SR 681, SR 682, SR 683, SR 684, SR 685, SR 686, SR 687, SR 688, SR 689, SR 690, SR 691, SR 692, SR 693, SR 694, SR 695, SR 696, SR 697, SR 698, SR 699, SR 700, SR 701, SR 702, SR 703, SR 704, SR 705, SR 706, SR 707, SR 708, SR 709, SR 710, SR 711, SR 712, SR 713, SR 714, SR 715, SR 716, SR 717, SR 718, SR 719, SR 720, SR 721, SR 722, SR 723, SR 724, SR 725, SR 726, SR 727, SR 728, SR 729, SR 730, SR 731, SR 732, SR 733, SR 734, SR 735, SR 736, SR 737, SR 738, SR 739, SR 740, SR 741, SR 742, SR 743, SR 744, SR 745, SR 746, SR 747, SR 748, SR 749, SR 750, SR 751, SR 752, SR 753, SR 754, SR 755, SR 756, SR 757, SR 758, SR 759, SR 760, SR 761, SR 762, SR 763, SR 764, SR 765, SR 766, SR 767, SR 768, SR 769, SR 770, SR 771, SR 772, SR 773, SR 774, SR 775, SR 776, SR 777, SR 778, SR 779, SR 780, SR 781, SR 782, SR 783, SR 784, SR 785, SR 786, SR 787, SR 788, SR 789, SR 790, SR 791, SR 792, SR 793, SR 794, SR 795, SR 796, SR 797, SR 798, SR 799, SR 800, SR 801, SR 802, SR 803, SR 804, SR 805, SR 806, SR 807, SR 808, SR 809, SR 810, SR 811, SR 812, SR 813, SR 814, SR 815, SR 816, SR 817, SR 818, SR 819, SR 820, SR 821, SR 822, SR 823, SR 824, SR 825, SR 826, SR 827, SR 828, SR 829, SR 830, SR 831, SR 832, SR 833, SR 834, SR 835, SR 836, SR 837, SR 838, SR 839, SR 840, SR 841, SR 842, SR 843, SR 844, SR 845, SR 846, SR 847, SR 848, SR 849, SR 850, SR 851, SR 852, SR 853, SR 854, SR 855, SR 856, SR 857, SR 858, SR 859, SR 860, SR 861, SR 862, SR 863, SR 864, SR 865, SR 866, SR 867, SR 868, SR 869, SR 870, SR 871, SR 872, SR 873, SR 874, SR 875, SR 876, SR 877, SR 878, SR 879, SR 880, SR 881, SR 882, SR 883, SR 884, SR 885, SR 886, SR 887, SR 888, SR 889, SR 890, SR 891, SR 892, SR 893, SR 894, SR 895, SR 896, SR 897, SR 898, SR 899, SR 900, SR 901, SR 902, SR 903, SR 904, SR 905, SR 906, SR 907, SR 908, SR 909, SR 910, SR 911, SR 912, SR 913, SR 914, SR 915, SR 916, SR 917, SR 918, SR 919, SR 920, SR 921, SR 922, SR 923, SR 924, SR 925, SR 926, SR 927, SR 928, SR 929, SR 930, SR 931, SR 932, SR 933, SR 934, SR 935, SR 936, SR 937, SR 938, SR 939, SR 940, SR 941, SR 942, SR 943, SR 944, SR 945, SR 946, SR 947, SR 948, SR 949, SR 950, SR 951, SR 952, SR 953, SR 954, SR 955, SR 956, SR 957, SR 958, SR 959, SR 960, SR 961,

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

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

**Thursday
September 12, 2013**

Governing Board Members Present

George Roberts, Chair
John Alter
Stephanie Bloyd
Jon Costello
Nick Patronis (via phone)

Governing Board Members Absent

Jerry Pate, Vice Chair
Gus Andrews
Gary Clark
Bo Spring

1. Call to Order and Roll Call

Chair Roberts called the meeting to order at 4:00 p.m., ET. Mr. Steverson called the roll and a quorum was declared present.

2. Invocation

Mr. Alter 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 made to the Agenda.

5. Approval of Minutes for August 8, 2013

MOTIONED BY MS. BLOYD, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE THE AUGUST 8, 2013, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

6. A. Consent Business Agenda

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

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

6. B. Consideration of Resolution No. 778 Amending the Fiscal Year 2012-2013 Budget – Amendment No. 10 Realignment of Operating Budget

Ms. Whitten stated that the budget amendment realigns operating budget within and across funds and categories to properly reflect activities performed and accurately assign actual costs. She explained that the realignment impacts total budget at the fund level but does not increase or decrease the total District budget.

Ms. Whitten voiced staff recommendation that the Governing Board approve Amendment No. 10 to the Fiscal Year 2012-2013 District Budget realigning operating budget across funds and categories.

MOTIONED BY MS. BLOYD, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 10 TO THE FISCAL YEAR 2012-2013 DISTRICT BUDGET REALIGNING OPERATING BUDGET ACROSS FUNDS AND CATEGORIES. MOTION CARRIED.

6. C. Consideration of Resolution No. 779 Committing Fiscal Year 2012-2013 Fund Balances as Required by GASB 54

Ms. Whitten explained that each fiscal year, prior to September 30, the estimated fund balance must be designated into one of five classifications: non-spendable, restricted, committed, assigned and unassigned. She stated that to commit fund balances for Fiscal Year 2012-2013, as required by GASB 54, staff recommends that the Governing Board adopt Resolution No. 779 for the purpose of:

- Committing the amount of \$12,183,282 from the General Fund balance for future Water Resource and Supply Projects.
- Committing \$3,266,782 from the General Fund balance for an Economic Stabilization Fund.
- Committing the total ending fund balance in the Lands Management Fund for land acquisition, management of District owned lands or capital improvements on District owned land.
- Committing the total ending fund balance in the Capital Projects Fund for land acquisition, capital construction and improvement on District owned lands.

MOTIONED BY MS. BLOYD, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE AND ADOPT RESOLUTION NO. 779 COMMITTING FISCAL YEAR 2012-2013 FUND BALANCES AS REQUIRED BY GASB 54. MOTION CARRIED.

6. D. Consideration of Contract Award for Agency to Provide Property and Casualty Insurance

Ms. Whitten informed the Board that the District's current agreement with Pat Thomas and Associates Insurance to provide Property; Inland Marine; Casualty; General and Professional Liability; Automobile; Watercraft; Workers Compensation; and Performance Bond insurance will expire on September 30, 2013. She stated that on September 3, 2013, the District received a response for Request for Proposal (RFP 13-002) from Sihle Insurance Group, Inc. and Pat Thomas & Associates, Inc.

Ms. Whitten reported that the response from Pat Thomas & Associates Inc., through the Florida League of Cities, met the requirements of the RFP. She indicated that the proposed policy reflects a decrease of \$7,445 from the current year.

MOTIONED BY MS. BLOYD, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE AWARDDING A THREE-YEAR CONTRACT TO THE FLORIDA LEAGUE OF CITIES

AND AGENT PAT THOMAS AND ASSOCIATES FOR THE DISTRICT'S PROPERTY, CASUALTY, LIABILITY, AUTOMOBILE, WATERCRAFT, WORKERS COMPENSATION AND PERFORMANCE BOND INSURANCE COVERAGE BEGINNING OCTOBER 1, 2013. MOTION CARRIED.

6. E. Consideration of Procedures for Selecting an Auditor to Conduct the Annual Financial Audit

Ms. Whitten explained that special districts are required to use specific auditor selection procedures when selecting an auditor to conduct the annual financial audit required in section 218.39, Florida Statutes. She stated that the law requires the use of an audit committee; a request for proposal (RFP) for the solicitation of audit services; and a selection and negotiation process in which fees cannot be the sole or predominant reason for selecting a particular audit firm.

She gave a detailed overview of the audit committee duties, procedures for selecting an auditor to conduct the annual financial audit and the evaluation criteria. She recommended that the Board designate the Administration, Budget and Finance Committee (George Roberts, Chair, Jerry Pate and Nick Patronis) as the audit committee with the addition of staff members Jean Whitten and Amanda Bedenbaugh.

Ms. Whitten voiced staff recommendation that the Governing Board approve appointment of the Audit Committee, procedures for selecting an auditor to conduct the annual financial audit and evaluation criteria.

MOTIONED BY MR. ALTER, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE APPOINTMENT OF THE AUDIT COMMITTEE, PROCEDURES FOR SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT AND EVALUATION CRITERIA. MOTION CARRIED.

6. F. Consideration of New FEMA Cooperating Technical Partner Funding for Fiscal Year 2014

Mr. Jerrick Saquibal informed the Board that since 2004, the District has been a Cooperating Technical Partner (CTP) with FEMA and received annual grant funding to improve and update flood hazard maps. He reported that FEMA has notified the District of grant funding for Fiscal Year 2013-2014 to be allocated to the District for continuation of Risk MAP work in the amount of \$775,000 under FEMA's CTP program.

Mr. Saquibal stated that this will include work to improve and update flood hazard maps in the Apalachee Bay-St. Marks Watershed and Perdido River Watershed. He further stated that funded activities also include program management, flood information portal and flood map website maintenance and updates, and supplemental coastal outreach. He mentioned that the District's match will include existing data, and local government funding and services, if available. He indicated that the final scope of work for this effort will be Mapping Activity Statements (MAS) 10, which will be amended to the District's CTP agreement.

Mr. Saquibal stated staff recommends Governing Board approval to amend the Cooperating Technical Partner (CTP) agreement with the Federal Emergency Management Agency (FEMA) to accept and spend \$775,000 in additional funding for improved flood hazard maps and flood risk based informational products.

MOTIONED BY MR. COSTELLO, SECONDED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE TO AMEND THE COOPERATING TECHNICAL PARTNER (CTP)

AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO ACCEPT AND SPEND \$775,000 IN ADDITIONAL FUNDING FOR IMPROVED FLOOD HAZARD MAPS AND FLOOD RISK BASED INFORMATIONAL PRODUCTS. MOTION CARRIED.

6. G. Consideration of Amendment No. 7 to the City of Tallahassee and Leon County Contract for Stormwater Flow Monitoring

Mr. Kris Barrios reported that the City of Tallahassee and Leon County have requested the District to continue operation of a stormwater flow monitoring program that includes the operation of 53 surface water and rainfall data collection stations within the City and County. He stated that the agreement provides the District with \$164,055.24 for staff and equipment costs for Fiscal Year 2013-2014. Mr. Barrios gave a detailed overview of the program and the positive impacts that the data has provided.

Mr. Barrios stated that staff recommends the approval of this agreement to continue revenue contract 07-002 with the City of Tallahassee and Leon County for stormwater flow monitoring for the purpose of flood attenuation, emergency management and improving stormwater quality.

MOTIONED BY MR. ALTER, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE AGREEMENT TO CONTINUE REVENUE CONTRACT 07-002 WITH THE CITY OF TALLAHASSEE AND LEON COUNTY FOR STORMWATER FLOW MONITORING. MOTION CARRIED.

6. H. Consideration of FDEP Contract for the Surface Water Temporal Variability Network (SWTV)

Mr. Barrios explained that the District has participated in an ambient surface water quality assessment program for the past 22 years with the Department of Environmental Protection (DEP). He gave a detailed overview of the program objectives and how the data is used by DEP and the District to develop management strategies that will improve surface water quality and minimize negative impacts on surface water resources.

Mr. Barrios stated that the funds for the program are provided by a grant from the U.S. Environmental Protection Agency to DEP for the purpose of monitoring and improving surface water quality throughout the State of Florida. He further stated that the revenue for this program for Fiscal Year 2013-2014 is based on a fee/reimbursement schedule not to exceed \$121,213.75. Mr. Barrios voiced staff recommendation that the Governing Board approve the Surface Water Temporal Variability Network (SWTV) revenue agreement with DEP for the purpose of monitoring water quality in the District's rivers and major creeks.

MOTIONED BY MR. COSTELLO, SECONDED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE THE SURFACE WATER TEMPORAL VARIABILITY NETWORK (SWTV) REVENUE AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR THE PURPOSE OF MONITORING WATER QUALITY IN THE DISTRICT'S RIVERS AND MAJOR CREEKS. MOTION CARRIED.

6. I. Compliance and Economic Review of Selected Rules as Required by Section 120.745(9)(b), Florida Statutes

Mr. Ken Greenwood gave a detailed overview of section 120.745(9)(b), Florida Statutes. He informed the Board that staff has conducted the appropriate review as requested by the Office of Fiscal Accountability and Regulatory Reform.

Mr. Greenwood voiced staff recommendation that the Governing Board approve the submittal of the certification letter signed by the Chairman to the Office of Fiscal Accountability and Regulatory Reform, verifying that the appropriate review has been conducted and that the District is exempt from conducting the Enhanced Biennial Review for 2013.

MOTIONED BY MS. BLOYD, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE SUBMITTAL OF THE CERTIFICATION LETTER SIGNED BY THE CHAIRMAN TO THE OFFICE OF FISCAL ACCOUNTABILITY AND REGULATORY REFORM, VERIFYING THAT THE APPROPRIATE REVIEW HAS BEEN CONDUCTED AND THAT THE DISTRICT IS EXEMPT FROM CONDUCTING THE ENHANCED BIENNIAL REVIEW FOR 2013. MOTION CARRIED.

6. J. Consideration of RFP No. 13-003 Econfin Creek WMA Pine Forest Inventory Services

Mr. Bill Cleckley stated in order to help with more accurate budget and long-range planning, staff has proposed developing a land management database for each water management area, which will provide a statistically accurate inventory of our pine forest resources, growth and yield projections, and help determine our allowable annual harvest and expected revenue generation. He further stated that this information will enable staff to better determine what percentage of future budgets can be funded by anticipated pine timber harvest revenues and accurately predict how long the District's Lands Management program can continue to rely on reserves and the sale of timber and other miscellaneous revenues.

Mr. Cleckley reported that at the 2:00 p.m. opening time on September 3, 2013, the District received three proposals from qualified firms for Request for Proposals (RFP) No. 13-003 Econfin Creek WMA Pine Forest Inventory Services. He stated that based on staff's evaluation, Flatwoods Forestry, Inc. received the highest cumulative score and submitted a per plot price of \$24.85 to inventory 3,882 merchantable and premerchantable pine plots, for an estimated total cost of \$96,467.70.

Mr. Cleckley voiced staff recommendation that the Governing Board approve the proposal submitted by Flatwoods Forestry, Inc. with a per plot price of \$24.85 to conduct a forest inventory on 3,822 plots of merchantable and premerchantable pine stands for \$96,467.70, subject to legal counsel approval of the agreement.

MOTIONED BY MR. ALTER, SECONDED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE THE PROPOSAL SUBMITTED BY FLATWOODS FORESTRY, INC. WITH A PER PLOT PRICE OF \$24.85 TO CONDUCT A FOREST INVENTORY ON 3,822 PLOTS OF MERCHANTABLE AND PREMERCHANTABLE PINE STANDS FOR \$96,467.70, SUBJECT TO LEGAL COUNSEL APPROVAL OF THE AGREEMENT. MOTION CARRIED.

7. A. Public Hearing on Consideration of Regulatory Matters

Chair Roberts called the Public Hearing to order at 4:54 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. COSTELLO, SECONDED BY MS. BLOYD, 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.

7. B. Public Hearing for Rule Adoption

Chair Roberts called the Public Hearing to order at 4:56 p.m., ET.

Mr. Edgar explained that section 373.250, Florida Statutes, requires the water management districts to adopt rules regarding the reuse feasibility information that applicants for non-potable water use are required to submit with their permit application.

Mr. Edgar stated that the Notice of Rule Development was advertised in the Florida Administrative Register on July 15, 2013, and the draft rule changes were posted on the District's website for public review. He informed the Board that a workshop was offered as part of the notice but no member of the public requested that a workshop be held. He reported that the Office of Fiscal Accountability and Regulatory Reform and the Joint Administrative Procedures Committee offered comments that have been incorporated.

Mr. Edgar stated that the amendments to the District's Consumptive Use Permit Rule, Chapter 40A-2, Florida Administrative Code, are proposed for adoption. He explained that with approval of the Governing Board, and barring any challenge to the rule, staff will file the adopted rule with the Department of State on September 27, 2013, and the rule will go into effect on October 18, 2013.

Mr. Edgar submitted the documents for the official record and opened the floor for public comment. With no public comment, Mr. Edgar voiced staff recommendation that the Governing Board adopt the proposed changes to Chapter 40A-2, Florida Administrative Code, and authorize staff to make the appropriate filings to put the rule into effect.

MOTIONED BY MR. COSTELLO, SECONDED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE AND ADOPT THE PROPOSED CHANGES TO CHAPTER 40A-2, FLORIDA ADMINISTRATIVE CODE, AND AUTHORIZE STAFF TO MAKE THE APPROPRIATE FILINGS TO PUT THE RULE INTO EFFECT. MOTION CARRIED.

7. C. Public Hearing on Fiscal Year 2013-2014 Budget

Chair Roberts called the Public Hearing to order at 5:05 p.m. ET.

Ms. Whitten explained that the District is authorized by the Constitution of the State of Florida and Chapter 373, Florida Statutes, to assess ad valorem tax revenues to support water management district operations. She stated that the District proposes to levy a millage rate of .040 mill for Fiscal Year 2013-2014. She further stated that the revenues that the .04 millage levy will generate are necessary to fund District operations as identified in the proposed Fiscal Year 2013-2014 budget.

Ms. Whitten reported that the proposed millage rate will increase the estimated tax revenues of the District by 1.2 percent or \$41,576, maintaining the .040 millage rate which is the calculated rolled back rate. She informed the Board that maintaining the rate at .040 mill, which is 20 percent below the legally authorized rate of .050 mill, expresses the desire of the Governor and the Governing Board to lighten the burden on the taxpayers of Northwest Florida during difficult economic times.

Ms. Whitten submitted the documents for the official record and opened the floor for public comment. With no public comment, Ms. Whitten voiced staff recommendation that the Governing Board adopt the tentative proposed millage rate of .040 mill for Fiscal Year 2013-2014 and authorize staff to present it for final adoption at the Public Budget Hearing to be held on September 26, 2013, in Panama City.

MOTIONED BY MR. COSTELLO, SECONDED BY MS. BLOYD, THAT THE GOVERNING BOARD ADOPT THE TENTATIVE PROPOSED MILLAGE RATE OF .040 MILL FOR FISCAL YEAR 2013-2014 AND AUTHORIZE STAFF TO PRESENT IT FOR FINAL ADOPTION AT THE PUBLIC BUDGET HEARING TO BE HELD ON SEPTEMBER 26, 2013, IN PANAMA CITY. MOTION CARRIED.

Ms. Whitten stated that staff has considered all known fiscal activity for the 2013-2014 fiscal year and has completed the preparation of the District's proposed budget. She informed the Board that the proposed budget has been provided to the Governor's Office and the Florida Legislature in the report format required by law and submitted on August 1, 2013.

Ms. Whitten submitted the documents for the official record and opened the floor for public comment. With no public comment, Ms. Whitten voiced staff recommendation that the Governing Board adopt the proposed budget for the District's 2013-2014 fiscal year and authorize staff to present it for final adoption at the Public Hearing to be held on September 26, 2013, at the Gulf Coast State College in Panama City.

MOTIONED BY MR. COSTELLO, SECONDED BY MS. BLOYD, THAT THE GOVERNING BOARD ADOPT THE PROPOSED BUDGET FOR THE DISTRICT'S 2013-2014 FISCAL YEAR AND AUTHORIZE STAFF TO PRESENT IT FOR FINAL ADOPTION AT THE PUBLIC HEARING TO BE HELD ON SEPTEMBER 26, 2013, AT THE GULF COAST STATE COLLEGE IN PANAMA CITY. MOTION CARRIED.

8. Legal Counsel Report

Mr. Kevin Crowley stated that there were no legal matters to discuss.

Meeting was adjourned at 5:08 p.m., ET.

_____	_____
Chair	October 10, 2013
_____	_____
Executive Director	Agency Clerk

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
BUDGET PUBLIC HEARING MEETING MINUTES**

**Gulf Coast State College
5230 West Highway 98
Panama City, FL 32401**

**Thursday
September 26, 2013**

Governing Board Members Present

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

Governing Board Members Absent

Bo Spring

1. Call to Order and Roll Call

Chair Roberts called the meeting to order at 5:05 p.m., CT. Mr. Steverson called the roll and a quorum was declared present.

2. Invocation

Vice Chair Pate offered the invocation.

3. Pledge of Allegiance to the Flag

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

4. Additions, Deletions or Changes to the Agenda

Ms. White stated that there were no changes made to the Agenda.

5. Consideration of Adoption of the Millage Rate for Fiscal Year 2013-2014

Ms. Jean Whitten stated that at the public hearing held at the District office in Havana on September 12, 2013, the Governing Board adopted the Northwest Florida Water Management District's tentative ad valorem tax millage rate of .040 of a mill and the Tentative Budget for the 2013-2014 fiscal year, and authorized staff to present the ad valorem millage rate and budget for final adoption by resolution on September 26, 2013, at the Final Public Hearing.

Ms. Whitten reported that based on the estimates of property values, furnished by the 16 counties in the District, the millage rate of .04 mill will increase tax revenues by 1.2 percent or \$41,576, and is equal to the 0.040 of a mill rolled back rate.

Ms. Whitten submitted the documents for the official record and opened the floor for public comment. With no public comment, Ms. Whitten voiced staff recommendation that the Governing Board approve the ad valorem tax millage rate of 0.040 a mill for the 2013-2014 fiscal year by adoption of Resolution Number 780.

MOTIONED BY MR. CLARK, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD APPROVE THE AD VALOREM TAX MILLAGE RATE OF 0.040 A MILL FOR THE 2013-2014 FISCAL YEAR AND ADOPT RESOLUTION NUMBER 780. MOTION CARRIED.

6. Consideration of Adoption of the Budget for Fiscal Year 2013-2014

Ms. Whitten reported that after formal adoption of the ad valorem tax millage rate, the Governing Board is authorized to adopt a budget for the District's 2013-2014 fiscal year. She stated that the proposed operating budget provides resources of \$47,901,105, which represents a 64 percent increase. She also commented that the District received a letter from the Governor approving the 2013-2014 District budget as submitted.

Ms. Whitten submitted the documents for the official record and opened the floor for public comment. With no public comment, Ms. Whitten voiced staff recommendation that the Governing Board adopt Resolution Number 781 adopting the Fiscal Year 2013-2014 budget.

MOTION BY MR. CLARK, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD APPROVE AND ADOPT THE FISCAL YEAR 2013-2014 BUDGET BY ADOPTION OF RESOLUTION NUMBER 781. MOTION CARRIED.

Meeting was adjourned at 5:10 p.m., CT.

_____	_____
Chair	October 10, 2013
_____	_____
Executive Director	Date
_____	_____
	Agency Clerk

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

Balance Forward - Operating Funds \$73,247,353.59

Operating Funds Received in current month:

Revenue Receipts, Current	\$250,108.01	
Contracts Receivable	235,263.63	
Other Deposits/Refunds/Adjustments	13,630.91	
Transfers from Lands Accounts	0.00	
Total Deposits during month	499,002.55	499,002.55

Total Deposits and Balance Forward \$ 73,746,356.14

Disbursements:

Employee Salaries	392,537.05	
Employee Benefits	166,933.41	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	138,928.55	
Operating Expenses - Services	86,570.56	
Operating Expenses - Commodities	30,007.96	
Operating Capital Outlay	10,354.00	
Grants and Aids	311,721.80	
Total Operating Expenses during month	1,137,053.33	1,137,053.33
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	23,209.84	
Total Funds Disbursed by check during month	1,160,263.17	1,160,263.17
Bank Debits (Fees, Deposit Slips, etc.)	7.00	
Transfer to Land Acquisition Account	0.00	

Total Funds Disbursed 1,160,270.17

Cash Balance Operating Funds at month end \$ 72,586,085.97

Operating Depositories:

Petty Cash Fund	250.25	
General Fund Checking @ 0.2%	871,886.92	
Payroll Account	6,165.45	
Pensacola Account	0.00	
Marianna Account @ 0.15%	53,760.49	
Investment Accounts @ 0.18%		
General Fund	33,100,963.91	
Lands Fee Fund	8,880,770.31	
SWIM Fund	5,749,947.55	
ETDM	2,272.66	
Water Prot. & Sust. TF	5,452,992.50	
Mitigation Fund	18,003,193.61	
Deposits Frozen	463,882.32	

Total Operating Depositories at month end \$ 72,586,085.97

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

Land Acquisition Fund @ 0.18%	\$ 634,175.57	
Deposits Frozen	<u>26,534.38</u>	
Total Land Acquisition Funds		660,709.95
Restricted Management Funds:		
Phipps Land Mgmt @ 0.18%	268,960.57	
Deposits Frozen	<u>3,321.65</u>	
Total Land Acquisition Funds		272,282.22
Total Land Acquisition, and Restricted Management Funds		<u>932,992.17</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 73,519,078.14</u></u>

Approved: _____
Chairman or Executive Director

Date: October 10, 2013

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

Sources	Current	Actuals	Variance	Actuals As A
	Budget	Through 8/31/2013	(under)/Over Budget	% of Budget
Ad Valorem Property Taxes	\$ 3,287,425	\$ 3,138,838	\$ (148,587)	95%
Intergovernmental Revenues	15,645,218	3,893,528	(11,751,690)	25%
Interest on Invested Funds	166,147	120,197	(45,950)	72%
License and Permit Fees	358,500	282,775	(75,725)	79%
Other	2,200,957	1,687,545	(513,412)	77%
Fund Balance	67,154,689		(67,154,689)	0%
Total Sources	\$ 88,812,936	\$ 9,122,883	\$ (79,690,053)	10%

Uses	Current	Expenditures	Encumbrances¹	Available	%Expended	%Obligated²
	Budget	Budget	Budget	Budget		
Water Resources Planning and Monitoring	\$ 4,731,449	\$ 1,921,655	\$ 69,891	\$ 2,739,903	41%	42%
Acquisition, Restoration and Public Works	14,343,735	1,995,754	112,561	12,235,419	14%	15%
Operation and Maintenance of Lands and Works	4,080,863	2,350,634	99,160	1,631,069	58%	60%
Regulation	3,305,574	2,718,345	28,131	559,098	82%	83%
Outreach	172,085	113,540	803	57,741	66%	66%
Management and Administration	2,540,562	1,689,355	60,885	790,322	66%	69%
Total Uses	\$ 29,174,268	\$ 10,789,284	\$ 371,433	\$ 18,013,552	37%	38%
Reserves	59,638,668			59,638,668	0%	0%
Total Uses and Reserves	\$ 88,812,936	\$ 10,789,284	\$ 371,433	\$ 77,652,220	12%	13%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

AUGUST 2013

CHECKS	8/7/2013	53,187.35
AP EFT CHECKS	8/9/2013	1,052.64
CHECKS	8/16/2013	84,060.22
AP EFT CHEKCS	8/16/2013	642.10
CHECKS	8/21/2013	409,744.56
AP EFT CHECKS	8/23/2013	530.99
CHECKS	8/27/2013	153,276.95
AP EFT CHECKS	8/30/2013	1,074.55
RETIREMENT EFT		49,327.48
VOIDED CHECK	8/5/2013	(1,085.00)
		<hr/>
		\$ <u><u>751,811.84</u></u>

Chairman or Executive Director

October 10, 2013
Date

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

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
2602	AIF SERVICE CORPORATION	150.00	08/07/2013	REGISTRATION FEE FOR 2013 WATE
4812	ALL AMERICAN RENTALS, INC.	280.00	08/07/2013	PORTABLE TOILETS
4037	APALACHICOLA RIVERKEEPER	9,721.80	08/07/2013	RESTORATION WORK IN EASTPOINT
4445	JUSTIN G. MCLEAN	4,302.10	08/07/2013	CLEAN UP AND MAINTENANCE SERVI
3995	PATRICK SEAN CREEL	213.30	08/07/2013	EMPLOYEE TRAVEL
45	DMS	7,472.37	08/07/2013	DEDICATED CHARGES - ALL LOCATIONS
45	DMS	114.00	08/07/2013	MFO PHONE SERVICE
45	DMS	9.10	08/07/2013	MILTON&MFO LONG DISTANCE
45	DMS	7.29	08/07/2013	CONFERENCING
45	DMS	114.22	08/07/2013	INTER/INTRANET
45	DMS	144.00	08/07/2013	WER SERVER
45	DMS	1,463.13	08/07/2013	HQ LONG DISTANCE
45	DMS	1,316.90	08/07/2013	CFO LONG DISTANCE
4748	EAST MILTON WATER SYSTEM	13.04	08/07/2013	MILTON H2O
2972	EDWARDS FIRE PROTECTION, INC.	522.31	08/07/2013	ANNUAL FIRE EXTINGUISHER INSP
4855	ENVIRON SERVICES INCORPORATED	275.00	08/07/2013	JANITORIAL SERVICES FOR MARIAN
4855	ENVIRON SERVICES INCORPORATED	1,552.00	08/07/2013	ENVIRON SERVICES-HQ JANITORIAL
648	FEDERAL EXPRESS CORPORATION	43.46	08/07/2013	SHIPPING INTEROCEAN S4ADWI MET
4853	FRBL ELECTRICAL CONTRACTORS, LLC	100.00	08/07/2013	INSTALL LIGHTING FOR SECURITY
4853	FRBL ELECTRICAL CONTRACTORS, LLC	985.00	08/07/2013	INSTALL LIGHTING FOR SECURITY
3282	W.W. GRAINGER, INC.	65.52	08/07/2013	FIELD SUPPLIES
3420	GREASE PRO EXPRESS LUBE	751.00	08/07/2013	DIAGNOSE STEERING PROBLEM ON W
3567	HELENA CHEMICAL COMPANY	700.00	08/07/2013	REQUISITION FOR HERBICIDE
4921	JACKSON COUNTY UTILITIES	29.00	08/07/2013	MFO H2O
3921	KOUNTRY RENTAL, INC.	4,013.25	08/07/2013	RENTAL AND SERVICE OF PORTABLE
2299	LIBERTY COUNTY SOLID WASTE	14.00	08/07/2013	FL RIVER SOLID WASTE
71	PETTY CASH	109.34	08/07/2013	PETTY CASH
1398	PRECISION COMMUNICATIONS, INC	39.00	08/07/2013	FIRE RADIO REPAIRS
1398	PRECISION COMMUNICATIONS, INC	62.00	08/07/2013	FIRE RADIO REPAIRS
1398	PRECISION COMMUNICATIONS, INC	47.00	08/07/2013	FIRE RADIO REPAIRS
4484	PROGRESSIVE SOLUTIONS, LLC	10,482.00	08/07/2013	NUISANCE SHRUB ERADICATION
4943	RENTAL, LLC	68.00	08/07/2013	VIBRATORY PLATE COMPACTOR RENT
4136	RICOH AMERICAS CORPORATION	208.93	08/07/2013	REPAIR PART FOR LF310 FAX MACH

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP		COMPUTER PAID/EFT CHECK REGISTER		
3104	SOUTHERN WATER SERVICES	250.00	08/07/2013	WATER TESTING FOR ECONFINA
3783	SUTRON CORPORATION	795.00	08/07/2013	TEMPEST DCS TOOLKIT ANNUAL MAINTENANCE
110	TALQUIN ELECTRIC COOPERATIVE, INC.	4,479.56	08/07/2013	HQ UTILITIES
110	TALQUIN ELECTRIC COOPERATIVE, INC.	72.00	08/07/2013	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	105.32	08/07/2013	HQ H2O
2855	UNIVERSITY OF FLORIDA - INSTITUTE OF ENVIRONMENTAL SCIENCE	50.00	08/07/2013	REGISTRATION FEE FOR CERTIFIED
1305	WASTE MANAGEMENT - LEON COUNTY, INC	53.62	08/07/2013	SOLID WASTE MFO
4626	WASTE PRO OF FLORIDA, INC	148.79	08/07/2013	SOLID WASTE HQ
4774	JOHN T WILLIAMSON	165.00	08/07/2013	JANITORIAL SERVICE FOR MILTON
5005	MAKOTO D. YOSHIKAWA	1,400.00	08/07/2013	CONSULTING SERVICES FOR CIO RE
2320	YSI INC. / AMJ ENVIRONMENTAL	280.00	08/07/2013	FIELD SUPPLIES
TOTAL CHECKS		53,187.35		
4369	JOHN M. BATEMAN	229.63	08/09/2013	EMPLOYEE TRAVEL
4961	PETER FOLLAND	140.00	08/09/2013	EMPLOYEE TRAVEL
273	W. G. GOWENS	203.73	08/09/2013	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	140.00	08/09/2013	EMPLOYEE TRAVEL
882	J. MICHAEL SNOWDEN	219.13	08/09/2013	EMPLOYEE TRAVEL
4934	JON STEVERSON	120.15	08/09/2013	GAS REIMBURSEMENT
TOTAL ACH TRANSFER		1,052.64		
TOTAL AP		54,239.99		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4923	JOHN ALTER	61.41	08/16/2013	BOARD TRAVEL
3293	ANGUS ANDREWS	96.12	08/16/2013	BOARD TRAVEL
4445	JUSTIN G. MCLEAN	2,236.00	08/16/2013	RTRN PERF BOND 08B-007
3164	STEPHANIE BLOYD	104.13	08/16/2013	BOARD TRAVEL
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	318.04	08/16/2013	CRT SHORTAGE
4654	CERIDIAN BENEFITS SERVICES, INC	125.00	08/16/2013	ADMIN FEES FOR FSA
4227	CHARLES GARNER	200.00	08/16/2013	REPAIR WELDING ON WMD96210 UTI
4227	CHARLES GARNER	50.00	08/16/2013	PITT SPRING DOCK CANOE CRADLE
771	CITY OF MARIANNA	31.91	08/16/2013	H2O AND SEWER MFO
4991	GARY CLARK	65.86	08/16/2013	BOARD TRAVEL
4763	COASTLINE CLEARING & DEVELOPMENT LLC	4,568.25	08/16/2013	RTRN BID BOND 13B-009
3461	DANIELS JANITORIAL SERVICE	750.00	08/16/2013	JANITORIAL SERVICE FOR CRESTVI
409	DAVIS SAFE & LOCK, INC	1,218.00	08/16/2013	LOCKSETS AND RE-KEYING FOR HAL
4937	DIGITAL NOW INC.	795.00	08/16/2013	PLOTTER SERVICE AGREEMENT
45	DMS	70.52	08/16/2013	MILTON PHONE CHARGES
3710	FLORIDA DEPT OF STATE	46.55	08/16/2013	40A-2 RULE AMENDMENTS
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	2,484.05	08/16/2013	SUBMERSIBLE GROUND WATER SAMPL
3420	GREASE PRO EXPRESS LUBE	1,045.00	08/16/2013	REPLACE CATALYTIC CONVERTER ON
916	GULF POWER COMPANY	728.76	08/16/2013	ELECTRIC CFO
916	GULF POWER COMPANY	620.31	08/16/2013	ELECTRIC MILTON
2941	HACH COMPANY	134.29	08/16/2013	BUBBLER PRESSURE SENSOR AIR LI
2941	HACH COMPANY	7,869.95	08/16/2013	BUBBLER PRESSURE SENSORS
4607	MAIL FINANCE INC	205.00	08/16/2013	POSTAGE METER LEASE AGREEMENT-
4607	MAIL FINANCE INC	222.85	08/16/2013	POSTAGE METER LEASE AGREEMENT-
2268	INNOVATIVE OFFICE SOLUTIONS, INC	918.00	08/16/2013	JULY MAINTENANCE
61	JACKSON COUNTY FLORIDAN	86.95	08/16/2013	LEGAL AD
666	JEFFERSON COUNTY PROPERTY APPRAISER	170.36	08/16/2013	COMMISSION BILLING
4946	ULYSSES D. JENKINS	75.00	08/16/2013	SECURITY FOR GOVERNING BOARD M
3266	LOWE'S COMPANIES INC.	284.72	08/16/2013	GENERAL SUPPLIES
3023	PANAMERICAN CONSULTANTS, INC.	9,212.00	08/16/2013	PHASE 1 ARCHAEOLOGICAL SURVEY
4090	JERRY PATE	162.87	08/16/2013	BOARD TRAVEL
4849	NICK PATRONIS	81.88	08/16/2013	BOARD TRAVEL
3813	PENNINGTON, P.A.	12,267.50	08/16/2013	LEGAL FEES
1180	PRIDE ENTERPRISES	96.51	08/16/2013	ENVELOPES
3132	REAL PROPERTY ANALYSTS, INC.	200.00	08/16/2013	APPRAISAL UPDATE

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP		COMPUTER PAID/EFT CHECK REGISTER		
4059	SNARR ENTERPRISES	3,922.50	08/16/2013	RTRN BID BOND 13B-009
3213	SHI INTERNATIONAL CORP	25,502.96	08/16/2013	EXCHANGE STANDARD CAL PART# 38
4967	SAMUEL SPRING	85.44	08/16/2013	BOARD TRAVEL
4550	SUNSET ISLE MARINE, INC.	45.00	08/16/2013	BOAT FUEL LINE PARTS
3587	TARGET COPY	992.20	08/16/2013	COPY & 3 HOLE PUNCH 2013 EOG R
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	3,850.00	08/16/2013	PUBLIC RECREATION SITE CLEAN U
3941	TYLER TECHNOLOGIES, INC.	194.24	08/16/2013	CHECK STOCK FOR AP & PR
4557	VERIZON WIRELESS	285.09	08/16/2013	CELL PHONES
3048	YATES CONTRACTING, INC.	1,580.00	08/16/2013	ROAD REPAIR MATERIALS-CARTER M
TOTAL CHECKS		84,060.22		
4961	PETER FOLLAND	220.00	08/16/2013	EMPLOYEE TRAVEL
2516	HAINES J. LAYFIELD JR.	202.10	08/16/2013	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	220.00	08/16/2013	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		642.10		
TOTAL AP		84,702.32		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
2967	BANK OF AMERICA	100.00	08/21/2013	LEGAL AD - PERSONNEL
2967	BANK OF AMERICA	155.87	08/21/2013	SERVICE FOR OUTBOARD MOTOR - S
4327	BLUEPRINT 2000	300,000.00	08/21/2013	CONTRACT 10-018
4845	CALHOUN COUNTY SHERIFF'S OFFICE	1,982.84	08/21/2013	CALHOUN CO SHERIFF-LAW ENFCMT/
3269	CDW GOVERNMENT, INC.	716.32	08/21/2013	PRINTER SUPPLIES, PROJECTOR CA
3289	CITY OF TALLAHASSEE	33.47	08/21/2013	LAKESHORE & I10
2241	DEPT. OF THE INTERIOR - USGS	2,000.00	08/21/2013	STATEWIDE ET DATA COLLECTION
45	DMS	10.83	08/21/2013	DEDICATED CHARGES MILTON&MFO
45	DMS	7,117.81	08/21/2013	ETHERNET CHARGES ALL LOCATIONS
45	DMS	1,248.08	08/21/2013	PHONE CARR BUILDING
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	10,633.97	08/21/2013	FUEL CHARGES
3337	FORESTECH CONSULTING	3,921.70	08/21/2013	F4 TECH FOR LAND MANAGEMENT DA
2291	GULF COAST ELECTRIC COOPERATIVE, INC	484.34	08/21/2013	ELECTRIC EFO
2282	GULF ICE SYSTEMS, INC	131.01	08/21/2013	SERVICE CALL FOR ICE MACHINE
3003	HAVANA FORD, INC.	32.65	08/21/2013	OPEN PURCHASE ORDER FOR REG IN
4952	LAW, REDD, CRONA & MUNROE, P.A.	5,884.00	08/21/2013	AUDIT FEES
4986	PATRICIA LUJAN	7,374.16	08/21/2013	SEPT RENT CFO
4382	J. MILLER CONSTRUCTION, INC.	11,660.45	08/21/2013	ROCK ROAD MATERIALS WITH DELIV
1205	OFFICE DEPOT, INC.	162.00	08/21/2013	OFFICE SUPPLIES
64	PANAMA CITY NEWS HERALD	102.02	08/21/2013	LEGAL AD
3630	VEOLIA ES SOLID WASTE SOUTHEAST, INC.	124.00	08/21/2013	DUMPSTERS FOR ECONFINA & CANOE
4081	TSWS, INC.	1,435.00	08/21/2013	PORTABLE TOILETS
4136	RICOH AMERICAS CORPORATION	147.88	08/21/2013	MAINTENANCE AGREEMENTS
5011	SERVICE PLUS OFFICE MACHINES, INC.	135.00	08/21/2013	OFFICE MACHINE QUOTE FOR REPAI
5011	SERVICE PLUS OFFICE MACHINES, INC.	627.00	08/21/2013	OFFICE MACHINE QUOTE FOR REPAI
4720	SOUTHWOOD SHARED RESOURCE CENTER	1,225.34	08/21/2013	NETWORK STORAGE
4799	STAPLES CONTRACT & COMMERCIAL, INC.	31.30	08/21/2013	CUSTOM MADE STAMP "APPROVED FO
3792	UNIVERSITY OF FLORIDA-IFAS	480.00	08/21/2013	PANHANDLE OUTDOORS LIVE 2013 F
3696	URS CORPORATION	25,690.00	08/21/2013	07-029 TASK 85
3696	URS CORPORATION	7,500.00	08/21/2013	CNT 07-029 TASK 40
3696	URS CORPORATION	12,200.00	08/21/2013	CNT 07-029 TASK 58
3696	URS CORPORATION	6,250.00	08/21/2013	CNT 07-029 TASK 91
424	WALTON COUNTY TAX COLLECTOR	4.93	08/21/2013	REFUND OF TAXES
382	WASHINGTON COUNTY NEWS	103.00	08/21/2013	LEGAL AD
4038	WINDSTREAM COMMUNICATIONS	39.59	08/21/2013	EFO PHONE FAX /DIST 800#

TOTAL CHECKS

409,744.56

3080	STEVEN COSTA	214.99	08/23/2013	EMPLOYEE TRAVEL
1310	F. GRAHAM LEWIS	316.00	08/23/2013	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		<u>530.99</u>		
TOTAL AP		<u><u>410,275.55</u></u>		

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

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4832	ASSURANT EMPLOYEE BENEFITS	301.76	08/27/2013	PRE-PAID DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	3,959.26	08/27/2013	EMPLOYEE PAID DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	659.75	08/27/2013	EMPLOYER PAID AD&D
4833	ASSURANT EMPLOYEE BENEFITS	1,214.65	08/27/2013	EMPLOYEE PAID LTD
95	AT&T	283.62	08/27/2013	EFO PHONE SERVICE
2992	BANK OF AMERICA	1,033.51	08/27/2013	ACCOUNT ANALYSIS
2992	BANK OF AMERICA	130.98	08/27/2013	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	485.46	08/27/2013	PAYMENT PORTAL FOR WELL PERMIT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	342.08	08/27/2013	RETIREE MEDICARE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	592.58	08/27/2013	RETIREE HEALTH INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	1,495.00	08/27/2013	COBRA INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	37,129.18	08/27/2013	EMPLOYEE HEALTH INSURANCE
1617	CAPITAL HEALTH PLAN	67,124.00	08/27/2013	EMPLOYEE HEALTH INSURANCE
3524	CITY OF CRESTVIEW	40.85	08/27/2013	ELECTRIC CFO
4676	CITY OF MILTON FLORIDA	18.32	08/27/2013	WATER & SEWER MILTON
4676	CITY OF MILTON FLORIDA	35.50	08/27/2013	DUMPSTER SERVICE
3590	DACAR FIRE PROTECTION INC.	50.00	08/27/2013	ANNUAL BACKFLOW TESTING FOR HQ
3590	DACAR FIRE PROTECTION INC.	50.00	08/27/2013	ANNUAL BACKFLOW TESTING FOR HQ
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	5,192.70	08/27/2013	LABORATORY ANALYSIS - GROUND W
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	265.05	08/27/2013	LABORATORY SERVICES
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	1,425.45	08/27/2013	LABORATORY ANALYSIS
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	5,739.30	08/27/2013	LABORATORY ANALYSIS - GROUND W
4555	DHI WATER & ENVIRONMENT, INC	336.00	08/27/2013	MIKE 11 GIS SOFTWARE MAINTENAN
3424	DURRA-QUICK-PRINT INC.	15.00	08/27/2013	BUSINESS CARDS KATHLEEN COATES
3424	DURRA-QUICK-PRINT INC.	15.00	08/27/2013	BUSINESS CARDS SELINA POTTER
2986	EAGLE TIRE & SERVICE CENTER	756.27	08/27/2013	EXHAUST MANIFOLD REPLACEMENT -
4798	ERIC JOHNSON PLUMBING. INC	90.40	08/27/2013	OFFICE WATERLINE REPAIR
1292	FISHER SCIENTIFIC	110.00	08/27/2013	FIELD SUPPLIES
3710	FLORIDA DEPT OF STATE	107.73	08/27/2013	40A-2 RULE AMENDMENTS
3710	FLORIDA DEPT OF STATE	29.45	08/27/2013	40A-1 RULE AMENDMENTS
3710	FLORIDA DEPT OF STATE	206.34	08/27/2013	40A-2 RULE AMENDMENTS
3710	FLORIDA DEPT OF STATE	46.74	08/27/2013	FAR AD FOR WS DEV COMMUNITY AS
3710	FLORIDA DEPT OF STATE	49.02	08/27/2013	LEGAL AD GB MEETING AUGUST 201

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

24	FLORIDA PUBLIC UTILITIES COMPANY	591.44	08/27/2013	ELECTRIC MFO
3337	FORESTECH CONSULTING	4,610.50	08/27/2013	F4 TECH FOR LAND MANAGEMENT DA
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	30.00	08/27/2013	MONITORING FOR CRESTVIEW JULY
4524	HODGE PRODUCTS, INC	118.13	08/27/2013	LOCKS
4959	RICE ENTERPRISES, INC.	117.45	08/27/2013	BOAT MOTOR 135AH STARTING BATT
2293	LANE'S OUTDOOR EQUIPMENT, INC	14.95	08/27/2013	STATER SOLENOID FOR WMD1256 PU
3266	LOWE'S COMPANIES INC.	351.53	08/27/2013	MONITORING STATION CONSTRUCTIO
3266	LOWE'S COMPANIES INC.	115.04	08/27/2013	MONITORING STATION CONSTRUCTIO
3266	LOWE'S COMPANIES INC.	6.68	08/27/2013	FIELD SUPPLIES
3406	NEECE TRUCK TIRE CENTER INC.	228.00	08/27/2013	TIRE FOR WMD96204
1205	OFFICE DEPOT, INC.	81.19	08/27/2013	OFFICE SUPPLIES
71	PETTY CASH	95.11	08/27/2013	REPLENISH PETTY CASH
3132	REAL PROPERTY ANALYSTS, INC.	300.00	08/27/2013	REVIEW TITLE COMMITMENT EXCEPT
4720	SOUTHWOOD SHARED RESOURCE CENTER	391.70	08/27/2013	NETWORK STORAGE
4799	STAPLES CONTRACT & COMMERCIAL, INC.	123.79	08/27/2013	OFFICE SUPPLIES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	62.00	08/27/2013	TEMP SERVICES
3711	US POSTAL SERVICE-HASLER	3,000.00	08/27/2013	REPLENISH HEADQUARTERS POSTAGE
3696	URS CORPORATION	6,600.00	08/27/2013	07-029 TASK 106
3454	USDA, APHIS, WILDLIFE SERVICES	6,232.97	08/27/2013	COOPERATIVE SERVICE AGREEMENT
4557	VERIZON WIRELESS	875.52	08/27/2013	BB & AIR CARDS

TOTAL CHECKS

153,276.95

2030	ANGELA CHELETTE	184.91	08/30/2013	EMPLOYEE TRAVEL
4966	DAVID REED CHERRY	204.16	08/30/2013	EMPLOYEE TRAVEL
273	W. G. GOWENS	316.00	08/30/2013	EMPLOYEE TRAVEL
3305	MARIA JORDAN	36.22	08/30/2013	GAS REIMBURSEMENT
4299	SELINA POTTER	183.26	08/30/2013	EMPLOYEE TRAVEL
2174	JOHN VALENTA	150.00	08/30/2013	SERVICE LOGGER BOOTS

TOTAL ACH TRANSFER

1,074.55

TOTAL AP

154,351.50

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

AUGUST 2013

DIRECT DEPOSIT	8/09/2013	195,371.44
CHECKS	8/09/2013	8,416.15
FLEX SPENDING TF	TF156	1,637.99
DIRECT DEPOSIT	8/23/2013	192,971.61
CHECKS	8/23/2013	8,416.15
FLEX SPENDING TF	TF158	1,637.99

408,451.33

APPROVED:

Chairman or Executive Director

October 10, 2013
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Tony Countryman, Senior Hydrogeologist – Resource Management Division

THROUGH: Guy Gowens, Director, Division of Resource Management
Nick Wooten, Chief, Bureau of Surface and Ground Water Management
Kathleen Coates, Manager, Groundwater Management Section

DATE: September 16, 2013

SUBJECT: Consideration of Grant Agreement with the West Florida Resource Conservation and Development Council for Northwest Florida Mobile Irrigation Lab Services for Fiscal Year 2013-2014

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to enter into agreement with the West Florida Resource Conservation & Development Council (WFRCDC) to provide up to \$71,125 in District grant funding for Northwest Florida Mobile Irrigation Lab services for Fiscal Year 2013-2014.

Discussion:

The Northwest Florida Mobile Irrigation Lab (NWFMIL) is in its ninth year of providing irrigation efficiency evaluations and related services within the District. An ongoing joint effort between the District, the National Resource Conservation Service (NRCS) and the Florida Department of Agriculture and Consumer Services (FDACS), the NWFMIL is a free and voluntary service that helps the agricultural community increase irrigation efficiency and conserve water resources while reducing operating costs. Since the program's inception in Northwest Florida, team members have completed nearly 450 initial evaluations and more than 280 follow-up evaluations, covering more than 40,000 irrigated acres. The average total water savings estimated by the NWFMIL equals approximately 7.5 million gallons of water per day.

The NWFMIL services are provided through the WFRCDC and are funded through the District (\$71,125), FDACS (\$74,636) through a separate agreement, and the NRCS (\$61,450) who will provide in-kind budget expenses including office space, a vehicle, equipment and supplies. The total annual cost for the NWFMIL services is \$207,211. The District will receive quarterly reports summarizing all evaluations performed along with actual and potential water savings. The WFRCDC will also provide the District detailed documentation of project expenditures sufficient for audit purposes.

Attachment: Proposed Grant Agreement

AGREEMENT FOR GRANT FUNDING

BETWEEN
THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
THE WEST FLORIDA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL
FOR
IMPLEMENTATION OF THE NORTHWEST FLORIDA MOBILE IRRIGATION LAB
THROUGHOUT FISCAL YEAR 2013-2014

NWFWMD AGREEMENT NUMBER _____

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) and the West Florida Resource Conservation & Development Council (WFRCDC). The WFRCDC is a non-profit organization, which oversees the Northwest Florida Mobile Irrigation Lab (NWFML) that operates within the boundary of the NWFWMD. The NWFWMD is established pursuant to Chapter 373, Florida Statutes, and the NWFML is implemented pursuant to Chapter 570.085, Florida Statutes.

WITNESSETH:

WHEREAS, the NWFWMD and the WFRCDC, participating with the United States Department of Agriculture Natural Resource Conservation Service (NRCS) and the Florida Department of Agriculture and Consumer Services (FDACS), recognize the common objective of helping to bring about conservation, development, and wise use of land, water, and related resources;

WHEREAS, Mobile Irrigation Labs have been recognized as leaders in effecting and quantifying water conservation efforts in agricultural and urban settings;

WHEREAS, the participating agencies previously developed a "Working Agreement" which established, in October 2004, a NWFML that has been operating successfully for the past nine years within the boundary of the NWFWMD;

WHEREAS, the participating agencies recognize the mutual benefit of having entered into such an agreement and desire to perpetuate this agreement for another year;

This AGREEMENT provides for the implementation, operation, and administration of the NWFML for the period of October 1, 2013 through September 30, 2014.

NOW, THEREFORE, in consideration of mutual covenants and conditions contained herein, the parties mutually agree as follows:

1. The WFRCDC will provide NWFMI services in accordance with the PLAN OF WORK (Attachment 1).
2. The NFWMD, after receipt of an invoice, shall provide the WFRCDC one payment of seventy-one thousand one hundred twenty-five and 00/100 dollars (\$71,125) for the implementation of this project set forth in the PLAN OF WORK (Attachment 1), subject to the availability of budgeted funds. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.
3. This AGREEMENT may be terminated by either of the parties upon at least 30 days written notice. In the event the agreement is terminated, the WFRCDC agrees to return, within 30 days of the announcement of termination, the unused portion of funding specified in Paragraph 2.
4. This AGREEMENT constitutes the funding mechanism between the NFWMD and the WFRCDC to provide for the continued operation of the NWFMI, and may be amended only in writing, signed by both the NFWMD and the WFRCDC.
5. Upon written order designated to be an amendment by the NFWMD, both parties may agree that additional work shall be undertaken within the general scope of this AGREEMENT.
6. This AGREEMENT shall remain in effect for the period of October 1, 2013 through September 30, 2014, and may be extended only in writing, signed by both the NFWMD and the WFRCDC.
7. The NFWMD shall have no liability or responsibility to the WFRCDC and its employees, representatives, agents, contractors, invitees, licensees, and guests, or any governmental entity, or any other person or entity associated with the project, as a result of or arising out of the WFRCDC's use of NFWMD funds.
8. The NFWMD agrees to provide the WFRCDC copies of maps it has available to recognize agricultural land use, Water Resource Caution Area boundaries, and spring recharge basin boundaries, as requested.
9. The WFRCDC agrees to maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The NFWMD, 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.

10. The WFRCDC agrees to comply with all applicable federal, state, and local rules and regulations in providing services under this AGREEMENT. The WFRCDC acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.
11. The WFRCDC shall be responsible for securing any subcontractor support or other services for and associated with implementation of the project identified herein. No agency shall deny any contractor, firm, or individual a fair opportunity to compete in the public procurement of commodities and services based on race, national origin, gender, religion, or physical disability, which for the purposes of Florida law constitutes prohibited discrimination.
12. To the extent required by law, the WFRCDC shall require contractors to secure and maintain such insurance as will protect it from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
13. 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.
14. 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 and 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.
15. As provided under Section 216.347, Florida Statutes, expenditure of NFWFMD grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

16. Notices provided for in this AGREEMENT shall be delivered to the WFRCDC through the WFRCDC's Project Manager and to the NFWWMD through the NFWWMD's Project Manager. The Project Managers are:

NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Tony Countryman, PG, Senior Hydrogeologist
Resource Management Division
81 Water Management Drive
Havana, Florida 32333

Phone: (850)539-5999

Email: Tony.Countryman@nfwfwd.state.fl.us

WEST FLORIDA RESOURCE CONSERVATION
& DEVELOPMENT COUNCIL

Steve Johnson, President
2944 Pennsylvania Avenue
Suite E
Marianna, FL 32448

Phone: (850)482-5888

Email: wflrcd@gmail.com

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

NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____

Jonathan P. Steverson, Executive Director

Date: _____

WEST FLORIDA RESOURCE CONSERVATION
& DEVELOPMENT COUNCIL

By: _____

Steve Johnson, President

Date: _____

Attachment 1

PLAN OF WORK

I. SCOPE

The NWFMIL operates under the oversight of the WFRCDC and within the guidelines of the NRCS/FDACS Mobile Irrigation Lab Handbook - January 2013 (Handbook). The main function of the NWFMIL is to evaluate individual irrigation systems and to provide recommendations for the purpose of water conservation. This service is available to irrigators who volunteer for it and provided at the discretion of the NWFMIL.

The NWFMIL performs initial and follow-up evaluations of irrigations system, which take into consideration: pump flow rate and energy consumption; irrigation system type and physical/performance specifications; irrigation emission and distribution uniformities; depth of water penetration; evaporation, soil type(s), crop type(s) and growth stage; rainfall; and other related attributes. The NWFMIL, as part of an initial evaluation, quantifies potential water savings that could result from recommended repair/retrofitting of irrigation systems. The NWFMIL, as part of a follow-up evaluation, quantifies actual water savings resulting from actual repair/retrofitting of irrigation systems which were recommended in the initial evaluation. The NWFMIL provides individual initial and follow-up evaluation reports in a timely manner to the irrigators whose systems have been evaluated. The NWFMIL provides quarterly and annual reports which summarize the individual evaluations, including the potential and actual water savings, to participating governmental agencies and other interested parties.

The NWFMIL also provides site specific Irrigation Water Management Plans to irrigators who have received follow-up evaluations. These conservation-oriented plans include: an irrigation schedule, a soil moisture measurement method, an irrigation adjustment method to compensate for infiltration rate changes, an irrigation uniformity evaluation method, an irrigation application rate measurement method, a soil erosion evaluation method, a chemical application irrigation schedule, and a method for recognizing excess runoff.

The NWFMIL also conducts conservation education and outreach to inform the public of the benefits of their service. Such public outreach can include, but is not limited to, participation in community-based fairs and workshops, seminars or classes provided by educational facilities or by commercial entities, programs provided by governmental agencies, public speaking engagements to civic organizations and clubs, and participation in public affairs broadcasting programs.

The work of the NWFMIL supports the water conservation goals of the NWFWMMD, specifically those related to agriculture irrigation. The current service area of NWFMIL consists of all counties within the NWFWMMD, except for Jefferson County which is served by the Suwannee MIL. The NWFMIL, since its inception, has performed evaluations in Jefferson, Leon, Jackson, Gadsden, Calhoun, Washington, Bay, Walton, Santa Rosa, and Escambia Counties. The NWFMIL primarily will target agricultural irrigators utilizing piped irrigation systems within delineated spring recharge basins within Jackson County and the Water Resource Caution Area within

Gadsden County. The Floridan aquifer and surface streams are the main water sources for agriculture irrigation in these areas. Secondary priority will be given to operations that are outside these areas and have submitted a Notice of Intent to FDACS to implement Best Management Practices.

Benefits of NWFMI work to the NFWMD regarding conservative and efficient water use include: influence for actual and potential agriculture irrigation water savings that are quantified; public education and outreach regarding conservative and efficient water use; flow rate verification for metered and non-metered systems resulting in improved accuracy of reported use amounts; provision of Irrigation Water Management Plans to irrigators; and establishment of an effective, efficient cooperative work agreement with FDACS and NRCS.

II. PLAN

1. The NWFMI will provide technically trained personnel, equipment, and actions necessary to carry out its annual plan of work for the period October 1, 2013 through September 30, 2014, with the oversight of the WFRDC and within the guidelines of the Handbook.
2. The NWFMI will strive to perform a total of 122 or more initial and follow-up evaluations, including a minimum of 32 follow-up evaluations.
3. The NWFMI will also provide Irrigation Water Management Plans to the facilities receiving follow-up evaluations.
4. The NWFMI shall participate in at least nine separate activities every six months to promote water conservation education and to publicize the availability of the NWFMI services.
5. The WFRDC, in cooperation with the NRCS, shall provide training to ensure that NWFMI activities are in accordance with NRCS standards and procedures.
6. The WFRDC, in cooperation with the NRCS, will provide office facilities, supplies, personal computers, vehicles, and field equipment (to include flow meter).
7. The WFRDC shall seek cost share funding from the NRCS and FDACS to implement BMP management systems associated with the recommendations of the WFMIL evaluation.

III. DELIVERABLES

The NWFMI shall, within 30 days of the end of each quarter (October-December 2013, January-March 2014, April-June 2014, and July-September 2014), complete and submit to the NFWMD: the quarterly reports described in Appendix A of the Handbook or equivalent; a copy of all individual farm evaluation reports conducted during the quarter; and, a spreadsheet

which tallies the number of initial and follow-up evaluations and actual and potential water savings, for each quarter since program inception and as a running total. Each individual farm evaluation report will be assigned a numeric identifier that will allow each farm evaluation report to be cross-referenced to the quarterly reports without identifying the farmer.

Within fourteen (14) days of the end of this contract period, the WFRCDC shall provide to the NFWFMD detailed documentation of project expenditures sufficient for audit purposes.

IV. The BUDGET

Period: October 1, 2013 through September 30, 2014.

The total cost of these services is \$207,211. The FDACS shall reimburse the WFRCDC up to \$74,636 for the term of this agreement through a separate agreement. The NFWFMD shall grant the WFRCDC \$71,125 for the term of this agreement through their grant procedures. The NRCS shall provide in-kind budget items with an estimated value of \$61,450.

An itemized anticipated annual budget is provided in a table on the next page.

Enhanced Plan of Work – 12 Month Budget		
		YEAR 2012-2013
Salary of Additional Team Member		
NWFWMD/FDACS Cost	Payroll/Benefits	\$134,060
	Administration	\$11,701
Total Cash Contributions		\$145,761
In-Kind Match Contributions		
Recurring Items NRCS Match	Office Supplies	\$3,500
	Office Space	\$4,000
	Operating/Training	\$9,750
	Admin. Assistance	\$5,600
Capital Items NRCS Match	Field Vehicle	\$18,400
	Computer/Equipment	\$11,700
	Field Equipment	\$8,500
Total In-Kind Match Contributions		\$61,450
Total Enhanced Plan of Work Cost		\$207,211

- FDACS shall make available funding in the amount of \$74,636 for the one year term of this agreement. Funding shall be through a separate agreement between FDACS and the WFR CDC for the purpose of this agreement.
- NWFWMD shall make available funding in the amount of \$71,125 for the one year term of this agreement. Funding shall be through a grant to the WFR CDC from NWFWMD for the purpose of this agreement in accordance with NWFWMD procedures.
- NRCS shall provide budget items identified as in-kind match (estimated value \$61,450).

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

M E M O R A N D U M

TO: Governing Board

FROM: Division of Resource Management
Karen Kebart, Senior Water Resource Planner

DATE: September 23, 2013

SUBJECT: Consideration of a Grant Agreement with the City of Apalachicola for Apalachicola Bay Water Quality Improvement Projects

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to enter into agreement with the City of Apalachicola to provide up to \$2,535,000 in grant funding allocated by the Legislature from the Water Management Lands Trust Fund (WMLTF) for Apalachicola Bay water quality improvement projects. The grant agreement will provide funding sufficient for the engineering, design, surveying, permitting, construction and construction management of specific stormwater retrofit improvements.

Discussion:

Attached is a proposed agreement with the City of Apalachicola providing grant funding for the design and construction of stormwater treatment facilities for three basins within the city. The three projects proposed are the US 98 and 16th Street Stormwater Quality Improvement Project, the Prado Outfall Stormwater Quality Improvements Project, and the Avenue I Water Quality Improvement Project. By implementing these projects, the City will retrofit the existing drainage system to improve stormwater quality prior to its discharge into Apalachicola Bay and to improve flood protection for the community. The projects proposed by the City of Apalachicola are identified in the city-wide Stormwater Master Plan's High Priority Evaluation Matrix. They were selected by the City Council and Northwest Florida Water Management District staff based on their environmental and public benefit.

The 2013 Florida Legislature allocated \$3,000,000 in funding to the District from the Water Management Lands Trust Fund for Apalachicola Bay water quality improvement projects. Of these funds, \$465,000 have been identified for freshwater inflow needs assessment and a strategic planning process for Apalachicola Bay, while the major portion of the funding, \$2,535,000, is planned for direct implementation of projects designed to reduce nonpoint source pollution from urban stormwater runoff.

The Apalachicola River and Bay system is renowned for its environmental and economic resources and widely recognized as a waterbody of state and national significance. It is the District's highest priority under the Surface Water Improvement and Management (SWIM) program, and it has been designated an Outstanding Florida Water, a State Aquatic Preserve, and an International Biosphere Reserve. The bay also includes the Apalachicola Bay National Estuarine Research Reserve and the St. Vincent National Wildlife Refuge. 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. These proposed projects will build upon these efforts, improving local conditions while also addressing state and regional watershed priorities. It is anticipated that all projects will be completed within 24 months of contract execution.

Attachment: Proposed Grant Agreement

GRANT AGREEMENT

BETWEEN

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

THE CITY OF APALACHICOLA

FOR

APALACHICOLA BAY WATER QUALITY IMPROVEMENT PROJECTS

NFWFMD CONTRACT NUMBER 14-_____

WITNESSETH:

WHEREAS, the City of APALACHICOLA, a Florida Municipal Corporation (hereinafter referred to as the GRANTEE) located in Franklin County, Florida, has identified the need for construction of stormwater retrofit facilities to improve the treatment of stormwater runoff prior to its discharge into Apalachicola Bay; and

WHEREAS, the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) has developed and approved a Surface Water Improvement and Management (SWIM) plan with the objective of protecting and restoring water quality and watershed resources throughout the Apalachicola River and Bay Watershed; and

WHEREAS, the Florida Legislature has appropriated funding to the DISTRICT through the Water Management Lands Trust Fund for Apalachicola Bay water quality improvement projects; and

WHEREAS, the Stormwater Improvement Projects identified within, as proposed by the GRANTEE, will retrofit existing stormwater management systems to improve water quality treatment; 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 the lesser of two million five hundred thirty-five thousand dollars (\$2,535,000.00) or the actual implementation costs for completion of Water Quality Improvement Projects, to be implemented by individual task orders as described in the Scope of Work (ATTACHMENT 1).
 - B. To provide payment of funds indicated in Paragraph 1.A as described in ATTACHMENT 1. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.

2. The GRANTEE agrees:
 - A. To complete Water Quality Improvement Projects, as described in the Scope of Work (ATTACHMENT 1).
 - B. To obtain all necessary permits for project construction and operation.
 - C. To administer any engineering and construction contracts.
 - D. To invoice the DISTRICT for approved expenses in support of Water Quality Improvement Projects, as described in the Scope of Work (ATTACHMENT 1). Invoices may be submitted no more frequently than quarterly, must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof, and shall be limited to amounts specified in released Task Orders, as described in the Scope of Work.
 - 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, Franklin County, the GRANTEE, 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, and other services, as necessary.
 - H. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of Water Quality Improvement Projects, 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 Water Quality Improvement Projects, as described in the Scope of Work (ATTACHMENT 1).
 - J. To return any unexpended funds received pursuant to Paragraph 1.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 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.
 - L. 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 September 30, 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.
 - 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 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. These funds should be considered state financial assistance under the Florida Single Audit Act, under Florida Catalog of State Financial Assistance (CSFA) #37.039. 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.
 - J. 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.

- K. 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.
- L. 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.
- M. 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:

CITY OF APALACHICOLA

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Cindy Summerhill
Grants Manager
City of Apalachicola
1 Avenue E
Apalachicola, FL 32320
(850) 653-1522

cindysummerhill@cityofapalachicola.com

Karen Kebart
NFWFMD
Senior Water Resource Planner
81 Water Management Drive
Havana, Florida 32399-3700
(850) 539-5999

Karen.Kebart@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**

CITY OF APALACHICOLA

By: _____
Jonathan P. Steverson
Executive Director

By: _____
Van W. Johnson, Sr.
Mayor

Date: _____

Date: _____

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE CITY OF APALACHICOLA

ATTACHMENT 1 – SCOPE OF WORK

Apalachicola Bay Water Quality Improvement Projects

Background

The stormwater infrastructure in the City of Apalachicola consists of a network of closed piping systems and open swales that convey stormwater runoff directly into Apalachicola Bay with little or no treatment. As a result, an array of common nonpoint source (NPS) pollutants, including nutrients, bacteria, suspended solids, and heavy metals, are regularly discharged into the bay, diminishing water and aquatic habitat quality. Additionally, localized flooding occurs at various sites within the city due to currently inadequate stormwater infrastructure.

The GRANTEE shall accomplish design, permitting, and construction of the following stormwater improvement projects:

1. US 98 and 16th Street Stormwater Quality Improvements;
2. Prado Outfall Stormwater Quality Improvements; and
3. Avenue I Water Quality Improvements.

These projects shall be designed and constructed specifically to improve water quality within receiving waters in Apalachicola Bay. Constructed systems shall be designed to treat NPS pollutants, to include nutrients, bacteria, and other priority parameters as determined through basin analysis. Other public benefits, such as improved flood protection, may also be achieved through design and construction of multi-purpose stormwater facilities.

Project Descriptions

Stormwater quality improvement projects shall be designed, permitted, and constructed by the GRANTEE to accomplish Apalachicola Bay water quality improvements and community flood relief. The projects specified are as follows:

Project	Treatment Area
US 98 and 16 th Street Stormwater Quality Improvement Project	119-acres
Prado Outfall Stormwater Quality Improvements Project	47-acres
Avenue I Water Quality Improvement Project	51-acres

Project Funding and Implementation

Funding provided through this AGREEMENT shall not exceed the lesser of \$2,535,000 or the actual costs of completing the specified projects.

Expenses eligible for funding under this AGREEMENT include:

- Engineering, design, surveying, and permitting;
- Construction; and
- Construction management

Distribution of funding to the GRANTEE shall be coordinated with specific project assignments through the signed approval and execution of Task Orders by the DISTRICT and GRANTEE for each of the above projects. Detailed scopes of work and project-specific costs shall be identified and included within each Task Order. The GRANTEE may invoice the DISTRICT for funding only for projects specified within executed Task Orders.

For each approved and executed Task Order, work will be invoiced and allocated in two increments. The first invoice shall be for engineering design, surveying, and permitting. Following successful permitting, the Grantee will submit a second invoice for construction activities. Invoices shall include a detailed description of the work to be accomplished and cost estimates for sub-Tasks. At the GRANTEE's discretion, invoicing and payment for each sub-Task may be subdivided during implementation.

Upon completion of each phase of each Project Task Order, the GRANTEE shall provide full documentation to the DISTRICT, in accordance with the deliverables listed below, to include documentation of the GRANTEE's expenditures and a [pdf](#) of project completion [report](#).

Deliverables

The GRANTEE shall complete the project as described above.

1. With each funding request, the GRANTEE shall provide the following:
 - a. Description of activities accomplished to date;
 - b. Description of activities to be completed with funding invoiced;
 - c. Design drawings and project area map for the associated project (if not previously provided);
 - d. Photographic documentation of construction activities (when applicable);
 - e. Estimated pollution loading from the basin, and estimated pollutant load reduction from the specific facilities designed (if not previously provided); and
 - f. Documentation of costs incurred to date, in sufficient detail for proper pre-audit and post-audit (unless previously provided).

2. 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. Documentation of final construction approval from the applicable permitting authorities;
 - e. Estimated pollution loading from the basin, and estimated pollutant load reduction from the specific facilities constructed; and
 - f. Documentation of project costs, including grant funding and funding from other sources. Documentation shall include copies of checks issued by the GRANTEE or other comparable payment documentation.

Specified deliverables must be provided in electronic format.

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE CITY OF APALACHICOLA

ATTACHMENT 2: Single Audit Act Requirements

Pursuant to Grant Award No. 14-____, state financial assistance was awarded to the GRANTEE as follows:

Stormwater Management Projects: Water Management Lands Trust Fund: **\$2,535,000.**

These funds should be considered state financial assistance under the Florida Single Audit Act, under CSFA# 37.039. 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.

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: 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 II: 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 III: 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 IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** 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 **3** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

ATTACHMENT 2, Exhibit 1

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

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 Management Lands Trust Fund</i>	<i>2013-2014</i>	<i>37.039</i>	<i>Engineering and Construction Grant</i>	<i>\$2,535,000</i>

(1.) Contact District for specific funding source amounts.

Total Award	\$2,535,000
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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.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

M E M O R A N D U M

TO: Governing Board

FROM: Division of Resource Management
Paul Thorpe, Resource Planning Section Director

DATE: September 24, 2013

SUBJECT: Consideration of Grant Agreement with the City of Monticello for the U.S. Highway 19 Water Line Extension Project

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to enter into agreement with the City of Monticello to provide up to \$90,000 in District grant funding for the U.S. Highway 19 Water Line Extension Project.

Discussion:

Attached is a proposed agreement with the City of Monticello providing District grant funding to help the City accomplish surveying, design, and permitting for the U.S. Highway 19 Water Line Extension Project. This project, when completed, will extend the City's water distribution system approximately two miles north of Monticello along U.S. Highway 19. Completion of the extension will supply safe drinking water and improve fire protection to the affected residents, allowing a number of small private systems to be abandoned. It is anticipated that the design will include approximately 12,000 linear feet of 8-inch PVC water distribution line, as well as associated fire hydrants and other necessary valves, fittings, and appurtenances.

Completion of the project would positively affect unincorporated communities to the north of Monticello by improving water quality, reliability, and fire protection. Florida Department of Environmental Protection staff have indicated support for this proposed extension, noting that municipalities such as Monticello are generally in a much better position than small, individually owned systems to provide water supplies that consistently comply with requirements of the federal and state Safe Drinking Water Acts. It is also noted that the City of Monticello meets the definition of a financially disadvantaged small community as defined by section 403.1838, Florida Statutes (F.S.), based on population and per capita annual income.

Section 373.705, F.S., authorizes the water management districts to assist local governments and utilities with water supply development. Accordingly, funds have been budgeted within the District's General Fund for water supply development assistance projects. Given the public benefits that would result from completion of the proposed project, staff recommends providing funding assistance as proposed.

Attachment: Proposed Grant Agreement

GRANT AGREEMENT

BETWEEN

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF MONTICELLO, FLORIDA

FOR

U.S. HIGHWAY 19 WATER LINE EXTENSION

NWFWMD CONTRACT NUMBER 14-__

WITNESSETH:

WHEREAS, the CITY OF MONTICELLO, a Florida Municipal Corporation (hereinafter referred to as the GRANTEE) located in Jefferson County, Florida, has identified an urgent need for a water line extension along U.S. Highway 19 to serve residents to the north of the City; and

WHEREAS, the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) is authorized to assist local governments with water supply development, in accordance with section 373.705, Florida Statutes (F.S.); and

WHEREAS, the GRANTEE, by completing this project, will significantly improve water quality, system reliability, and fire protection for affected residents; 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 \$90,000.00 dollars, for approved expenses in support of the U.S. Highway 19 Water Line Extension project, as described in the Scope of Work (ATTACHMENT 1).
 - B. To provide payment of funds indicated in Paragraph 1.A. for work satisfactorily completed within 30 days of receipt of approved invoices from the GRANTEE. Invoices may be submitted no more frequently than monthly. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.

2. The GRANTEE agrees:
 - A. To administer the consultant contracts.
 - B. To obtain all necessary permits for project construction and operation.
 - C. To invoice the DISTRICT for work satisfactorily completed in support of the U.S. Highway 19 Water Line Extension project, as described in the Scope of Work (ATTACHMENT 1). Invoices may be submitted no more frequently than monthly and must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof. Supporting documentation shall reflect actual out-of-pocket expenses or incurred costs.
 - D. 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 may be submitted in either hard copy or electronic format.
 - E. 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.
 - F. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of the U.S. Highway 19 Water Line Extension project, as described in the Scope of Work (ATTACHMENT 1).
 - G. 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.
 - H. 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 September 30, 2014, 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.

- 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 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. 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:

CITY OF MONTICELLO

Steve Wingate
City Manager
245 South Mulberry Street
Monticello, FL 32344
(850) 342-0153
swingate@mymonticello.net

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

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**

CITY OF MONTICELLO

By: _____
Jonathan P. Steverson, Executive
Director

By: _____
Steve Wingate, City Manager

Date: _____

Date: _____

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE CITY OF MONTICELLO, FLORIDA

U.S. HIGHWAY 19 WATER LINE EXTENSION

ATTACHMENT 1 – SCOPE OF WORK

Background

The City of Monticello owns, maintains, and operates a small community water system in Jefferson County. Some time ago, the City identified a need to expand its system. Several small private water systems just to the north of Monticello have ongoing problems with providing safe water and adequate fire flow to their users. The project developed to meet these needs involves extending Monticello's water distribution system two miles north of the City and terminating at the Jefferson County Kennel Club. This modest extension to the City's distribution system will provide water service to the following:

- First Church of the Nazarene
- Monticello Christian Academy
- Cross Landings (health and rehab center)
- Capri Lounge
- Jefferson Mobile Home Park
- Nineteen North Homes Subdivision
- Jefferson County Kennel Club

Project Description

The project will consist of an extension of the water distribution system approximately two miles north of Monticello on U.S. Highway 19 to the Jefferson County Kennel Club. This grant specifically funds the survey, design, and permitting of the water line extension at a not to exceed cost of \$90,000. It is anticipated that the design will include approximately 12,000 linear feet of 8-inch PVC water distribution line, as well as associated fire hydrants and other necessary valves, fittings, and appurtenances.

Completion of this extension will supply safe drinking water and improve fire protection to the affected residents, allowing the small private systems to be abandoned. The total estimated cost of the overall project is \$920,000.

Anticipated Schedule

The anticipated schedule, described in months following grant agreement approval, is as follows:

Task	Scheduled Completion Date
Execution of this Grant Agreement	Month 1
Execution of Consultant Contracts	Month 2
Collection of Survey and Other Field Data	Month 3
System Design and Plans Production	Month 4
Permitting	Month 5

Anticipated Project Cost and Funding

All project costs in this phase will be for survey, design, and permitting. Additional funding will be sought for construction.

Deliverables

1. The GRANTEE shall complete the project as described above.
2. With each invoice the GRANTEE shall provide the following:
 - a. Description of activities completed during the invoice period;
 - b. Design drawings and project area map, as available, if not previously provided;
 - c. Expense backup documentation, in sufficient detail for proper pre-audit and post-audit.
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, if not previously provided.
 - c. Detailed description of the objectives and anticipated outcomes of the planned construction project, to include estimates of the number of people ultimately served, anticipated fire flow and water storage improvements, and any other improvements planned.
 - d. Documentation of project costs, including grant funding and funding from other sources.

Specified deliverables may be provided in electronic format.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: John Crowe, Associate Hydrologist - Division of Resource Management

DATE: September 25, 2013

SUBJECT: Consideration of a Grant Agreement with the City of Panama City for Stormwater Retrofit Projects in the St. Andrew Bay Watershed

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with the City of Panama City to provide up to \$978,502 in District grant funding for stormwater retrofit projects to improve water quality in the St. Andrew Bay watershed.

Discussion:

Attached is a proposed agreement with the City of Panama City providing grant funding for the installation of stormwater treatment systems for multiple sub-basins within the city. This project will include the installation of 14 pollutant separators that include; two baffle boxes and 12 dual-vortex circular structures. The two baffle boxes will be installed in the Maple Avenue basin. This basin encompasses approximately 67 acres of urbanized Panama City where stormwater runoff flows directly into Watson Bayou with little or no treatment. The 12 dual-vortex circular structures will be installed in the following subbasins: Poston (1), Lake Caroline (1), Johnson Bayou (1), Massalina Bayou (1), Watson Bayou (7) and Lake Claire (1). By implementing these projects, the City will retrofit the existing drainage system and significantly improve stormwater quality prior to its discharge into St. Andrew Bay. The projects proposed by the City of Panama City were selected by the City's Engineer and Northwest Florida Water Management District staff based on their environmental and public benefit.

The Florida Legislature allocated funding to the District for implementation of St. Andrew Bay Surface and Water Improvement and Management (SWIM) projects. The Fiscal Year 2013-2014 budget includes \$3,873,654 for implementation of grant projects to protect and restore water quality and watershed resources in St. Andrew Bay.

The St. Andrew Bay system is renowned for its environmental and economic resources and widely recognized as a waterbody of state and national significance. It is a high priority under the SWIM program, and it has been designated a State Aquatic Preserve. 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 tributaries and the bay. These proposed projects will build upon these efforts, improving local conditions while also addressing state and regional watershed priorities. It is anticipated that all projects will be completed within 24 months of contract execution.

Attachment: Proposed Grant Agreement

GRANT AGREEMENT

BETWEEN

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

THE CITY OF PANAMA CITY

FOR

INSTALLATION OF POLLUTANT SEPARATORS IN THE ST. ANDREW BAY WATERSHED

NFWMD CONTRACT NUMBER _____

WITNESSETH:

WHEREAS, the City of Panama City, a Florida Municipal Corporation (hereinafter referred to as the GRANTEE) located in Bay County, Florida, has proposed construction of stormwater retrofit facilities consisting of baffle boxes and other stormwater improvements to improve the treatment of stormwater runoff prior to its discharge into Watson Bayou and ultimately into St Andrew Bay; and

WHEREAS, the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) has developed and approved a Surface Water Improvement and Management (SWIM) plan with the objective of protecting and restoring water quality and watershed resources throughout the St. Andrew Bay Watershed; and

WHEREAS, the DISTRICT, is authorized under 373.083(1), Florida Statutes to contract with public agencies; and

WHEREAS, the Florida Legislature has appropriated funding to the DISTRICT for “St. Andrew Bay Surface Water Improvement and Management (SWIM) Project,” and

WHEREAS, the Installation of (14) Pollutant Separators in the St. Andrew Bay Watershed, as proposed by the GRANTEE, will retrofit existing stormwater facilities and in the process provide needed water quality treatment; and

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

The DISTRICT agrees:

- A. To provide funding, on a reimbursement basis, not to exceed nine hundred sixty six thousand three hundred and two dollars (\$978,502.00) for implementation of the Installation of (14) Pollutant Separators in the St. Andrew Bay Watershed, as described in the Scope of Work (ATTACHMENT 1).
- B. To provide payment of funds indicated in Paragraph 1.A. for work satisfactorily completed within 30 days of receipt of approved invoices from the GRANTEE.

Invoices may be submitted no more frequently than quarterly. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.

2. The GRANTEE agrees:

- A. To complete the Installation of **(14)** Pollutant Separators in the St. Andrew Bay Watershed, as described in the Scope of Work (ATTACHMENT 1).
- B. To obtain all necessary permits for project construction and operation.
- C. To administer any engineering and construction contracts.
- D. To invoice the DISTRICT for approved expenses in support of the Installation of **(14)** Pollutant Separators in the St. Andrew Bay Watershed, as described in the Scope of Work (ATTACHMENT 1). Invoices may be submitted no more frequently than quarterly and must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof. Supporting documentation shall reflect actual out-of-pocket expenses.
- 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 may be submitted in either hard copy or 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 GRANTEE, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers.
- G. To inspect and maintain the stormwater treatment systems pursuant to manufactures recommended requirements to ensure the intended level of treatment. The maintenance schedule will be determined by evaluating each site to determine the frequency of maintenance required to maintain the treatment systems at optimal operational condition to provide the intended level of treatment. Maintenance of the systems will include removing all the accumulated stormwater sediment and debris and providing a maintenance report to the DISTRICT. The maintenance report(s) will be provided to the DISTRICT biannually for four years after completion and installation of the stormwater treatment systems. This maintenance report requirement may be terminated by the DISTRICT with a written notice.
- H. To provide project effectiveness monitoring to demonstrate the environmental benefits of the structural improvements for the maple avenue basin. A Preliminary Effectiveness Monitoring Plan has been included in this proposal (ATTACHMENT 2).
- I. 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.
- J. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of the Installation of **(14)** Pollutant Separators in the St. Andrew Bay Watershed, as described in the Scope of Work (ATTACHMENT 1).

- K. 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.
 - L. 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 _____, 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.
 - 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 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. These funds should be considered state financial assistance under the Florida Single Audit Act, under Florida Catalog of State Financial Assistance (CSFA) #37.039. 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 3, Single Audit Act Requirements.

- J. 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.
- K. 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.
- L. 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.
- M. 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:

CITY OF PANAMA CITY

Mike Kazunas, City Engineer
City of Panama City
9 Harrison Avenue
Panama City, FL 32401
(850) 872-3015
mkazunas@pcgov.org

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

John Crowe, Associate Hydrologist
NFWFMD
81 Water Management Drive
Havana, Florida 32399-3700
(850) 539-5999
John.Crowe@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**

CITY OF PANAMA CITY

By: _____
Jonathan P. Steverson, Executive Director

By: _____
Name, Title

Date: _____

Date: _____

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE CITY OF PANAMA CITY

ATTACHMENT 1 – SCOPE OF WORK

INSTALLATION OF POLLUTANT SEPARATORS IN THE ST. ANDREW BAY
WATERSHED

Background

The St. Andrew Bay Watershed is significant for a variety of ecologic, social and economic reasons. St. Andrew Bay itself is a 69,000-acre estuary and is one of the most biologically diverse bays in North America. Over 2,100 marine dependent species have been recorded in the bay system which also has the largest sea grass stock in the Florida panhandle. In terms of water resources, the watershed contains a variety of surface water types that range from valuable fresh water discharges that act as the primary potable water supply in Bay County to marine ecosystems in the Bay itself. The various water resources that make up the bay system serve as important recreational features to the local community as well as providing economic support in terms of tourism, commercial fishing, industry and marine commerce and the military.

Project Description

This project will include the installation of fourteen (**14**) pollutant separators; two (2) 8'x14' baffle boxes (Figure 1) and twelve (**12**) dual-vortex circular structures (Figure 2).

Baffle Boxes: The two baffle boxes will be installed in the Maple Avenue basin (Figure 3). This basin encompasses approximately 67 acres of urbanized Panama City and consists of a network of closed piping systems and open swales that convey stormwater runoff directly into Watson Bayou with little or no treatment. As a result, an array of common nonpoint source pollutants, including nutrients, bacteria, suspended solids, and heavy metals, are regularly discharged into the bayou and ultimately into St. Andrew Bay, diminishing water and aquatic habitat quality.

The Maple Avenue Baffle Boxes will consist of the construction of two baffle box/trash traps on land owned by the City of Panama City as the Maple Avenue right-of-way and adjacent to property owned by the Millville Community Redevelopment Agency and slated for the development of a public park.

The baffle box/trash trap will consist of a diversion weir, bar rack grate and a nutrient skimmer. The diversion weir will be located in the center of the baffle box and will redirect base flow into the trash trap. The water will flow through the bar rack grate, carrying the debris to a collection area. During storm events the nutrient skimmer will remove up to 87% total phosphorus and 47% total nitrogen.

The maintenance of the baffle box/trash trap is also a key element in maintaining the removal efficiency. The baffle box/trash trap is designed to allow for easy access. The access opening

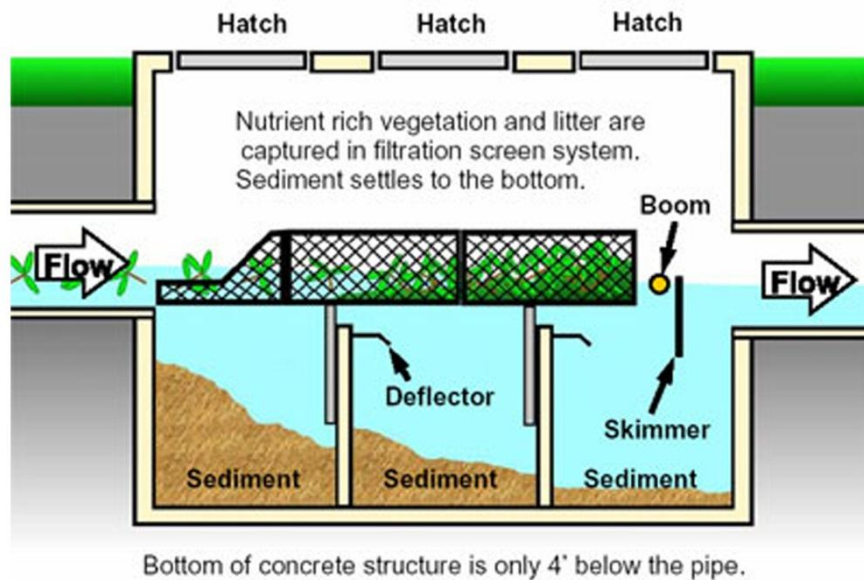
will be through a man hole at the top of the baffle box, and will open to allow for enough room to properly maintain the structure. The baffle box/trash trap will be cleaned on a regular schedule, to be determined after installation and observation. The City of Panama City will retain perpetual maintenance responsibilities for the baffle box/trash trap.

Additionally, Project effectiveness monitoring will be provided in order to demonstrate the environmental benefits of the structural improvements for the maple avenue basin (ATTACHMENT 2). Informational kiosks will be strategically placed around the baffle box/trash trap installation area to provide public education about stormwater pollution and treatment.

Dual-Vortex Circular Structures: The twelve dual-vortex circular structures will be installed in the following basins: Poston (1), Lake Caroline (1), Johnson Bayou (1), Massalina Bayou (1), Watson Bayou (7) and Lake Claire (1) (Figure 3/Table 1). The City of Panama City has found that these structures are a better solution to protecting the bay and bayous than the maintenance dredging that has been performed in the past.

TABLE 1: Dual-Vortex Circular Structures – St. Andrew Bay

Site #	Location	Basin	Acreage	Pipe Size
1	20th St. @ Lombardy Ave.	Poston	34	42"
2	10th Ct. @ Caroline Blvd.	Lake Caroline	24	24"
3	8th St. @ Wood Ave.	Johnson Bayou	26	30"
4	3rd St. @ Massalina Dr.	Massalina Bayou	23	15"
5	7th Ct. @ Bonita Ave.	Watson Bayou	27	30"
6	7th Ct. @ Mercedes Ave.	Watson Bayou	10	18"
7	6th St. @ Palo Alto Ave.	Watson Bayou	16	18"
8	7th St. @ Cypress Ave.	Watson Bayou	14	24"
9	Mercedes Ave. south of 4th St.	Watson Bayou	10	24"
10	Tyndall Dr. south of 3rd St.	Watson Bayou	10	24"
11	Tyndall Dr. north of 2nd Ct.	Watson Bayou	14	24"
12	Bunkers Cove Rd. south of Adams St.	Lake Claire	16	18"
TOTAL ACRES			224	



SUNTREE TECHNOLOGIES MODEL NO: NSBB-8-12-117-EP-3B

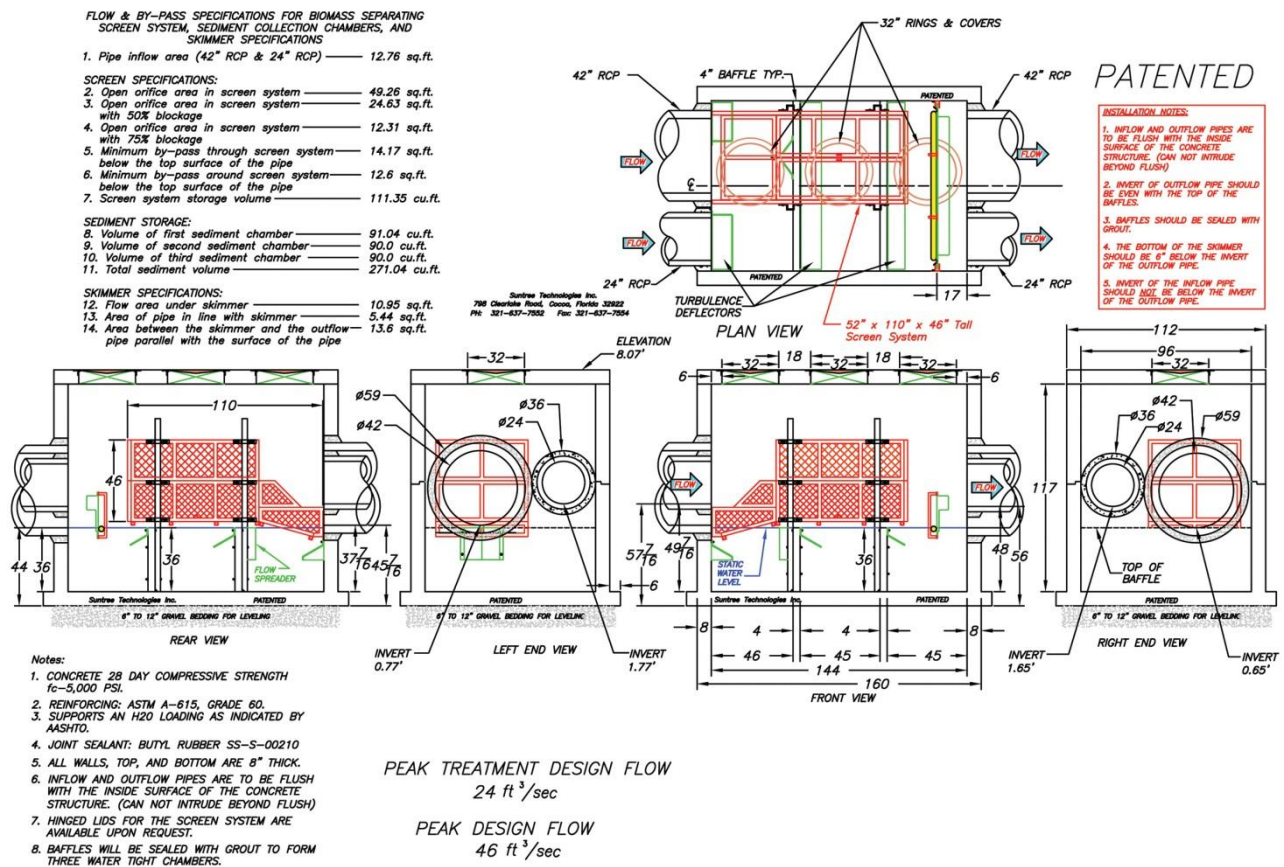


Figure 1: Baffle Box Schematic

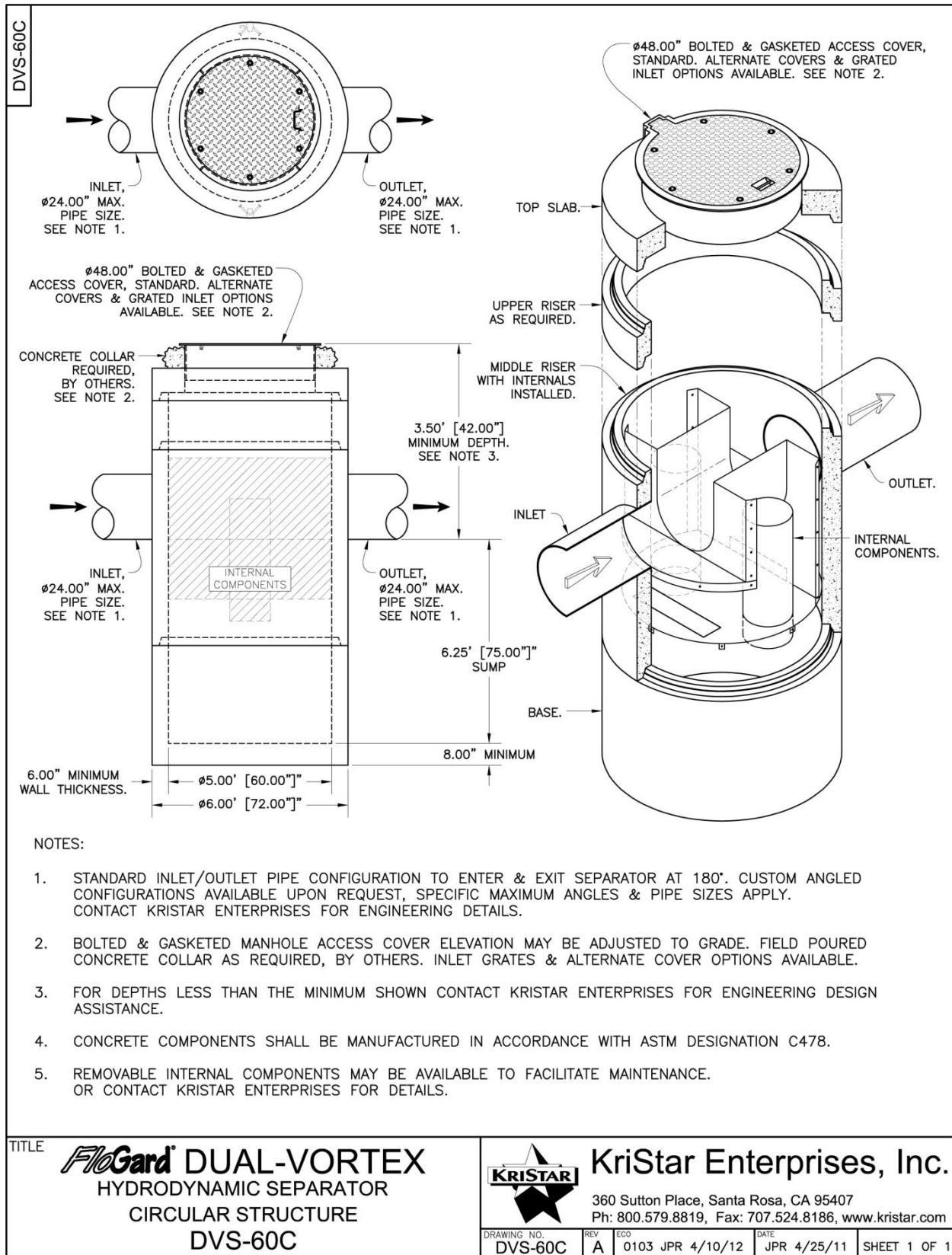


Figure 2: Dual-Vortex Circular Structure

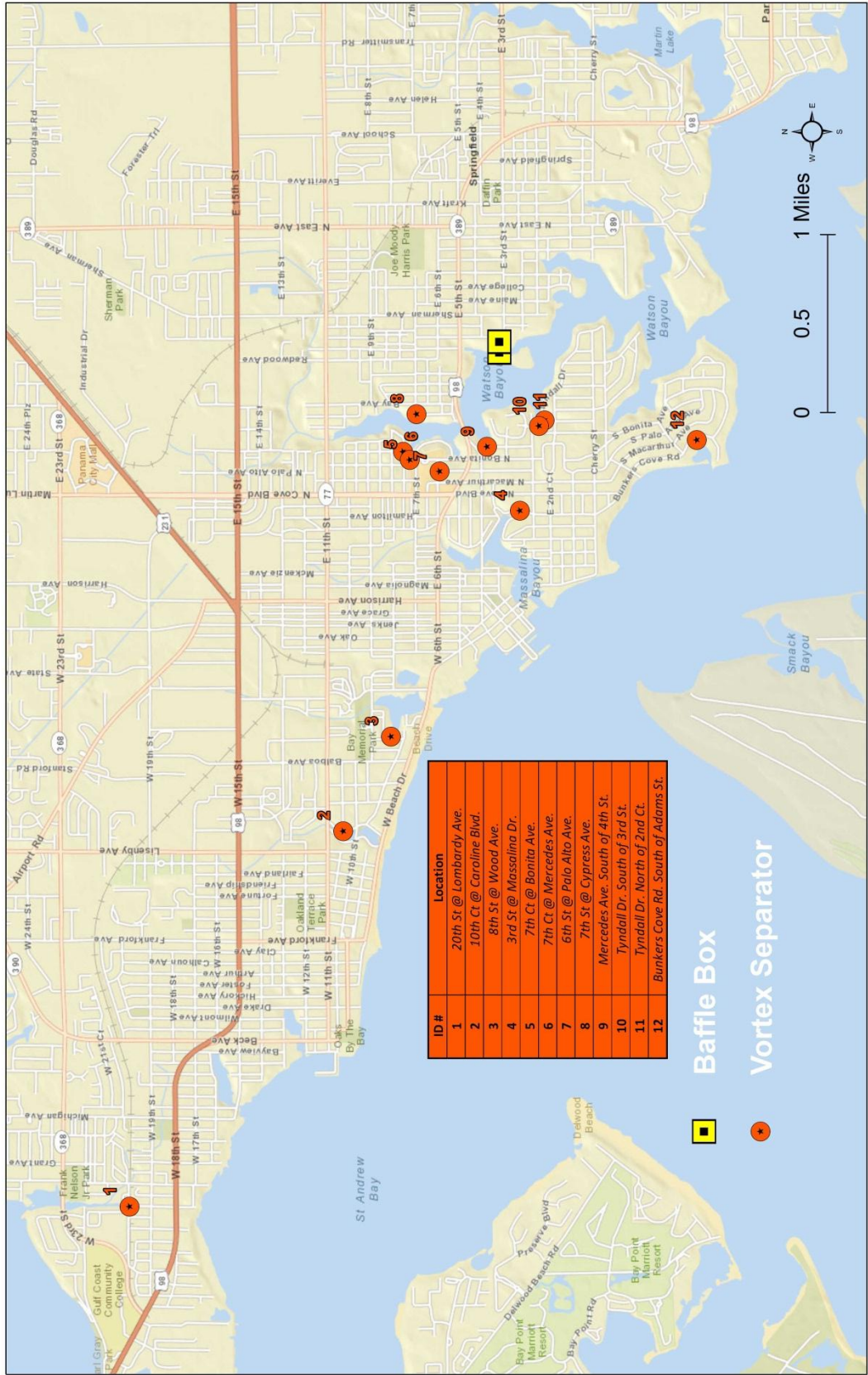


Figure 3: Pollutant Separator Location Map

Deliverables

The GRANTEE shall complete the above project description.

1. With each invoice the GRANTEE shall provide the following:
 - a. Description of activities completed during the invoice period;
 - b. Design drawings and project area map, if not previously provided;
 - c. Photographic documentation of construction activities;
 - d. Estimated pollution loading from the basin, and estimated pollutant load reduction from the specific facilities designed; and
 - e. Documentation of costs incurred to date, in sufficient detail for proper pre-audit and post-audit.
2. 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. Estimated pollution loading from the basin, and estimated pollutant load reduction from the specific facilities constructed; and
 - e. Documentation of project costs, including grant funding and funding from other sources.

Specified deliverables may be provided in electronic format.

ATTACHMENT 2: Maple Avenue Monitoring Plan

BMP effectiveness data is required to demonstrate the environmental benefits of a project. The general monitoring requirements are set forth below.

Within six months before the completion of the project, the applicant will submit a detailed monitoring plan to the department for review and comment. The monitoring plan will specify the sampling locations, sampling instruments, and parameters to be sampled. The monitoring will include sampling of from seven to ten (10) storm events as described below. If possible, monitored events will be discrete rainfall events generally consisting of greater than 0.20 inches and less than 1.5 inches or rain. However, we want to monitor the real world to determine true efficiency. Therefore, remember this is a GENERAL guideline with respect to the storm event. Actual rainfall may vary depending on the type of BMP, the contributing drainage area, the amount of impervious area, and the time of concentration.

Monitoring will be conducted at two locations: inflows and outflows.

Monitoring will include the following parameters:

- Daily rainfall (to nearest 0.01 inch) measured at the sampling location with verification from the local weather station. Rainfall data should be provided for at least the week proceeding monitoring and day(s) of monitoring.
- Flow using approved flow activated flow meters
- Parameters as specified below

Parameter	Detection Limit	Method
Total Cadmium	1 ug/l	Composite*
Total Chromium	5 ug/l	Composite*
Total Copper	5 ug/l	Composite*
Total Zinc	10 ug/l	Composite*
NO ₂ +NO ₃	0.1 mg/l	Composite*
TKN	0.3 mg/l	Composite*
Total Ammonia	0.05 mg/l	Composite*
Or Total N		Composite*
Total Phosphorus	0.05 mg/l	Composite*
Ortho Phosphate	0.05 mg/l	Composite*
TSS	1 mg/l	Composite*
Oil/Grease	1 mg/l	Composite*
Fecal coliform	N/A	Grab** if possible

*Flow weighted composite samples will be taken over the storm hydrograph. Typically, the samples will be composited over the inflow hydrograph at the inflow and for up to a 36 hour period at outflow station, depending upon the time of concentration and flow into and out of the BMP. Each composite will include at least six evenly distributed sub-samples.

**Grab samples to be collected within the drainage area time of concentration at influent and effluent stations described above.

The applicant should estimate the pollutant removal efficiency of the stormwater BMP by calculating the percent reduction in the event mean concentration (EMC) for the period of record [1-(Average Inflow EMC/Average Outflow EMC)]. For BMPs with multiple inflow (and/or outflow) points, the pollutant contributions for each inflow should be flow weighted. See the National Stormwater Best Management Practice database at <http://www.bmpdatabase.org/> and Development of Performance Measures, Determining Urban Stormwater Best Management Practice Removal Efficiencies, 1999 by URS Greiner Woodward Clyde, ASCE and EPA at http://www.bmpdatabase.org/task3_1.pdf

From ASCE Data base

Efficiency Ratio

Definition: The efficiency ratio is defined in terms of the average event mean concentration (EMC) of pollutants over some time period:

$$ER = 1 - \frac{\text{Average outlet EMC}}{\text{Average inlet EMC}} = \frac{\text{average inlet EMC} - \text{average outlet EMC}}{\text{average inlet EMC}}$$

EMCs can be either collected as flow weighted composite samples in the field or calculated from discrete measurements. The EMC for an individual event or set of field measurements, where discrete samples have been collected, is defined as:

$$EMC = \sum V_i C_i / \sum V_i$$

where,

V: volume of flow during period i

C: average concentration associated with period i

n: total number of measurements taken during event

The arithmetic average EMC is defined as,

$$averageEMC = \sum EMC_j / m$$

where,

m: number of events measured

In addition, the log mean EMC can be calculated using the logarithmic transformation of each EMC. This transformation allows for normalization of the data for statistical purposes.

$$\text{Mean of the Log EMCs} = \sum \text{Log}(EMC_j) / m$$

Estimates of the arithmetic summary statistics of the population (mean, median, standard deviation, and coefficient of variation) should be based on their theoretical relationships (Appendix A) with the mean and standard deviation of the transformed data. Computing the mean and standard deviation of log transforms of the sample EMC data and then converting them to an arithmetic estimate often obtains a better estimate of the mean of the population due to the more typical distributional characteristics of water quality data. This value will not match that produced by the simple arithmetic average of the data. Both provide an estimate of the population mean, but the approach utilizing the log-transformed data tends to provide a better estimator, as it has been shown in various investigations that pollutant, contaminant and constituent concentration levels have a log-normal distribution (NURP, 1983). As the sample size increases, the two values converge.

Assumptions

This method

- Weights EMCs from all storms equally regardless of relative magnitude of storm. For example a high concentration/high volume event has equal weight in the average EMC as a low concentration/low volume event. The logarithmic approach tends to minimize the difference between the EMC and mass balance calculations.
- Is most useful when loads are directly proportional to storm volume. For work conducted on nonpoint pollution (i.e., inflows), the EMC has been shown to not vary significantly with storm volume. This lends credence to using the average EMC value for the inflow but does not provide sufficient evidence that outflows are well represented by average EMC. Accuracy of this method will vary based on the BMP type.

- Minimizes the impacts of smaller/cleaner storm events on actual performance calculations. For example, in a storm by storm efficiency approach, a low removal value for such an event is weighted equally to a larger value.
- Allows for the use of data where portions of the inflow or outflow data are missing, based on the assumption that the inclusion of the missing data points would not significantly impact the calculated average EMC.

Comments

This method

- Is taken directly from nonpoint pollution studies and does a good job characterizing inflows to BMPs but fails to take into account some of the complexities of BMP design. For example, some BMPs may not have outflow EMCs that are normally distributed (e.g., a media filter that treats to a relatively constant level that is independent on inflow concentrations).
- Assumes that if all storms at the site had been monitored, the average inlet and outlet EMCs would be similar to those that were monitored.

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE CITY OF PANAMA CITY

ATTACHMENT 3: Single Audit Act Requirements

Pursuant to Grant Award No. 14-XXX, state financial assistance was awarded to the GRANTEE as follows:

Statewide Surface Water Restoration and Wastewater Projects: Ecosystem Management and Restoration Trust Fund: \$978,502.

These funds should be considered state financial assistance under the Florida Single Audit Act, under CSFA# 37.039. 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.

ATTACHMENT 3, 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: 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 II: 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 III: 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 IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** 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 **3** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

ATTACHMENT 3, Exhibit 1

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

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>SWIM (Ecosystem TF)</i>	<i>2013-2014</i>	<i>37.039</i>	<i>Engineering and Construction Grant</i>	<i>\$978,502</i>

(1.) Contact District for specific funding source amounts.

Total Award	\$978,502.00
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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.

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
October 10, 2013
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: Sturgeon AquaFarms, LLC
 App. No.: I07400
 Location: Permit Area C, Jackson County
 Jackson Blue Spring Zone of Contribution
 Rule 62-524, F.A.C., Delineated Area

 Use: Aquaculture
 Capacity: 3,300 Gallons per Minute
 Purpose: Applicant has applied for modification of Individual Water
 Use Permit 20090018 with no change in the permitted
 withdrawal amounts.
 Modification of Current Facility

Withdrawal Amounts Gallons:	Permitted	Recommended
Annual Average Daily	2,880,000	2,880,000
Maximum Daily	2,880,000	2,880,000
Maximum Monthly	86,400,000	86,400,000

Duration Recommended: Same as Original Permit
Staff Recommendation: Approval
Public Comment Received: Yes

A-2 Applicant: Point Baker Water System
 App. No.: I07407
 Location: Permit Area C, Santa Rosa County
 Use: Public Supply
 Capacity: 2,770 Gallons per Minute
 Purpose: Applicant has applied for renewal of Individual Water Use
 Permit 19840007 with no change in the permitted
 withdrawal amounts.

Facilities: Same as Current Permit

Withdrawal Amounts Gallons:	Permitted	Recommended
Annual Average Daily	1,120,000	1,120,000
Maximum Daily	2,240,000	2,240,000
Maximum Monthly	50,400,000	50,400,000

Duration Recommended: 20 Years

Staff Recommendation: Approval

Public Comment Received: No

PART II — INFORMATIONAL ITEM(S)

• ERP INFORMATION ITEM

NFWMD Environmental Resource Permit Program Activity Status for AUGUST 2013		
Activity	Current Month	Fiscal Year to Date Total
Applications Received	17	164
Permits Issued	12	162
Exemption Certifications Issued	4	98
10/2 GP Authorizations	11	161

TAP/tp

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

TO: Executive Director

FROM: Regulatory Division

DATE: August 26, 2013

SUBJECT: Request for Modification of Individual Water Use Permit No. 20090018
Individual Water Use Permit Application No. I07400

Applicant: Sturgeon AquaFarms, LLC

Location: Approximately three miles east of Bascom, Jackson County
Permit Area C, Jackson Blue Spring Zone of Contribution,
Rule 62-524, F.A.C., Delineated Area
Section 18; Township 6 North; Range 8 West

Use: Aquaculture

Water Source: Floridan Aquifer

Groundwater Facilities:

Well Number	Florida Unique ID	Diameter (inches)	Total Depth (feet)	Cased Depth (feet)	Pump Capacity (gpm)	Status
SA #1	AAA8828	12	186	112	1,100	Existing
SA #2	AAA8829	12	180	120	800	Existing
SA #3	AAN5863	8	155	120	600	Existing
SA #4	AAP1119	10	180	120	800	Existing
MO #1	AAN5811	4	75	63	----	Monitor – Existing
MO #2	AAN5812	2	30	10	----	Monitor – Existing
MO #3	AAP1104	4	125	70	----	Monitor – Existing

Capacity: 3,300 Gallons per Minute; 4,752,000 Gallons per Day

Withdrawal Information:

Water Use Totals	Permitted	Requested	Recommended
Average Day (GPD)	2,880,000	2,880,000	2,880,000
Maximum Day (GPD)	2,880,000	2,880,000	2,880,000
Maximum Month (GAL)	86,400,000	86,400,000	86,400,000

Staff Evaluation:

Sturgeon AquaFarms, LLC, (Sturgeon) holds Individual Water Use Permit (IWUP) No. 20090018 for aquaculture of Sevruga, Sterlet, Russian Osetra and Beluga sturgeon for eventual meat and caviar production. Sturgeon is requesting to modify their existing IWUP to include one additional 10-inch casing diameter production well. This well was authorized by Temporary Water Use Permit No. 1506 to provide additional capacity in the event of a well failure. The Permittee is not requesting an increase to

their currently authorized amounts. The Permittee has generally complied with the terms and conditions of the permit.

Without SA #4, Sturgeon would be unable to pump the permitted amounts if one well is out of service. The requested well allows them to maintain operations at the currently permitted levels should one well be out of service. The additional well also allows Sturgeon to rotate pumping and reduce stress on each individual well. The proposed well is centrally located on the property and, with no increase in total withdrawal amounts, no additional impact or harm to existing legal uses or water resources is anticipated.

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's 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 for an annual average daily withdrawal of 2,880,000 gallons, a maximum daily withdrawal of 2,880,000 gallons, and a maximum monthly withdrawal of 86,400,000 gallons. Staff also recommends that the permit's expiration date remain October 31, 2019, and that the permit be conditioned as per the terms and Standard Conditions of the permit document (NFWMD Form No. A2-E) and the following Specific Conditions:

1. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number when submitting reports or otherwise corresponding with the District.
2. The Permittee, by the last day of each month, shall submit a water use report for the previous month, even if no water is used. The Permittee shall record the data required on Water Use Summary Reporting Form NFWMD A2-I and include, from each well with a flow meter, a meter reading taken on the last day of the previous month. For example, the pumping report for December of a specified year must include a meter reading taken on December 31 of that year and must be submitted to the District by January 31 of the following year. 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@nfwmd.state.fl.us.
3. The Permittee shall maintain, in working order, in-line, totalizing flow meters on each production well. 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, 2015, shall submit documentation of the flow meter calibration and accuracy rating to the District.
4. The Permittee, by the end of each month, shall provide to the District, in a single electronic submittal:
 - a. Continuous water level readings for Floridan wells MO #1 (AAN5811), MO #2 (AAN5812), and MO #3 (AAP1104) for the previous month (i.e. January water levels are submitted by February 28). At a minimum, the recorder will be programmed to collect measurements at 15 minute intervals. Water level measurements shall be reported to the nearest 0.01 foot precision and reported as depth-to-water below a pre-defined measuring point. If the measuring point elevation is different from land surface, the Permittee shall provide the difference between these two elevations. The Permittee shall maintain and calibrate the recorder according to manufacturer recommendations. The readings shall be submitted electronically in Comma Separated Value (CSV) or ASCII delimited text file format.

- b. Manual water level measurements for wells MO #1 (AAN5811), MO #2 (AAN5812), and MO #3 (AAP1104) for the previous month (i.e. January manual water levels are submitted by February 28). The Permittee shall manually measure groundwater levels each month coincident with each recorder download to verify the accuracy of the continuous recorder. The Permittee shall perform the manual water level measurements with a tape, graduated in 0.01-foot increments. The Permittee shall report the reading as depth-to-water below a pre-defined measuring point to 0.01-foot precision. If the measuring point elevation is different from land surface, the Permittee shall provide the difference between these two elevations. The Permittee shall include, at a minimum, the date and time the measurement was taken, the difference in height between the measuring point and land surface, and the water level measurement.

The Permittee shall submit the report electronically via digital media or, if preferred, by e-mailing the data files to compliance@nwfwmd.state.fl.us.

5. The Permittee shall collect water quality samples from SA #2 (AAA8829) within the first two weeks of January and July in each year. Prior to sampling, the Permittee shall purge a minimum of three well volumes and report, with each set of test results: the duration of purging, purge volume, and purge rates used. All water quality analysis shall be conducted by a laboratory with a FDEP approved Comprehensive Quality Assurance Plan (CompQAP). The water quality analysis shall test for the following chemical concentrations: nutrients (nitrate-nitrite, ammonia, total Kjeldahl nitrogen, total phosphorus, orthophosphorus) and total suspended solids. The Permittee shall submit results from tests conducted in January and July to the District by February 28 and August 31, respectively, of each year.
6. 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.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

TO: Governing Board

FROM: Regulatory Division

DATE: August 20, 2013

SUBJECT: Request for Renewal of Individual Water Use Permit No. 19840007
Individual Water Use Permit Application No. I07407

Applicant: Point Baker Water System

Location: Near City of Milton
Permit Area C, Santa Rosa County
Sections 9, 19, and 20; Township 2 North; Range 28 West; and,
Sections 16, 19, and 31; Township 3 North; Range 28 West

Use: Utility Public Supply

Water Source: Sand-and-Gravel Aquifer

Facilities:

Well ID	FL Unique ID No.	Diameter (inches)	Total Depth (feet)	Cased Depth (feet)	Pump Capacity (gpm)	Aquifer	Status
PBWS #1	AAA5234	6	237	200	220	Sand-and-Gravel	Existing
PBWS #3	AAA5233	18	237	190	550	Sand-and-Gravel	Existing
PBWS #5	AAA5237	24	245	181	750	Sand-and-Gravel	Existing
PBWS #6	AAA5235	14	210	150	500	Sand-and-Gravel	Existing
PBWS #7	AAG3657	24	290	220	750	Sand-and-Gravel	Existing

Capacity: 2,770 Gallons per Minute; 3,988,800 Gallons per Day

Groundwater Withdrawal Information:

Water Use Totals	Permitted	Use*	Requested	Recommended
Average Day (GPD)	1,120,000	757,192	1,120,000	1,120,000
Maximum Day (GPD)	2,240,000	1,597,000	2,240,000	2,240,000
Maximum Month (GAL)	50,400,000	29,301,000	50,400,000	50,400,000

*Use data is from year 2012.

Staff Evaluation:

Point Baker Water System (Point Baker) is requesting renewal of the currently permitted groundwater withdrawal for public supply with no increases to the permitted amounts. The water use was previously authorized by Individual Water Use Permit No. 19840007 which expires on December 1, 2013.

Staff reviewed per capita use and unaccounted for water losses to analyze the residential use and system use efficiencies. The current average and maximum daily per capita values for Point Baker meet or exceed the District goals. The 2012 unaccounted for water losses are below the industry standard of 10 percent or less.

Staff previously analyzed potential impacts to the Sand and Gravel Aquifer with the computer model DRAWDOWN. Staff simulated the drawdown associated with the maximum monthly withdrawal. The simulated maximum drawdown was 17 feet and 16 feet at distances of one-half mile and one mile, respectively, from the center of pumpage. Prior hydrogeologic investigations in the area suggests that the Sand-and-Gravel aquifer ranges from unconfined to semi-confined and therefore drawdowns in the surficial aquifer are anticipated where low permeability sediments are either absent or discontinuous. The majority of wetlands present are isolated and likely to be perched. These wetlands are considered insensitive to drawdown effects and therefore no impacts to these natural systems are anticipated. Point Baker's groundwater withdrawals represent an existing, long-term use of the Sand-and-Gravel Aquifer and some portion of the predicted drawdown has already occurred. The remaining impacts that may occur are considered minor. Therefore, no harm to existing legal users or water resources is anticipated to occur from the proposed withdrawals.

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's 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.

The staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 1,120,000 gallons, a maximum daily withdrawal of 2,240,000 gallons, and a maximum monthly withdrawal of 50,400,000 gallons. Staff also recommends that the permit's expiration date be November 1, 2033 and that the permit be conditioned as per the terms and Standard Conditions of the permit document (NFWFMD Form No. A2-E) and the following Specific Conditions:

Specific Conditions:

1. The Permittee shall include the Individual Water Use Permit number and shall reference each well by its Florida Unique Identification Number on all submittals when corresponding with the District.
2. The Permittee shall maintain, in working order, in-line, totalizing flow meters on each production well. 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, 2020, July 31, 2027, 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 have static water levels in well PBWS #7 (FLUWID AAG3657) measured within the first two weeks of each month. Water levels shall be referenced to the depth below measuring

point. All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. The Permittee shall not withdraw water from the wells at least 24 hours prior to measuring the water level, as much as practicable. All static water level reports shall include the date and time the measurement was taken, a description of the measurement method and device used (e.g. steel tape, airline, pressure transducer), and the water level measurement to 1.0 foot precision for airline, and 0.01 foot precision for all other methods. The Permittee shall submit the results to the District by the last day of the month in which the measurement is made (e.g. the measurement made during the first two weeks of January is due to the District by January 31). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly and emailing it to compliance@nwfwmd.state.fl.us.

4. The Permittee shall record the data required on Water Use Summary Reporting Form NFWMD A2-I for each production well, and monthly quantities of water provided to or received from any other utilities. The Permittee shall submit copies by January 31 of each year, 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 emailing it to compliance@nwfwmd.state.fl.us. The report for the year 2013 is due by January 31, 2014.
5. The Permittee shall maintain a 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 total and real water losses of 10 percent or less. The Permittee shall report water loss amounts for the previous calendar year according to the American Water Works Association (AWWA) methodology and the reporting form provided with this permit, or other District-approved methods. The Permittee shall provide an explanation for water losses each year, compare estimated water losses to the above goals, and briefly describe ongoing or planned water loss reduction measures.
 - b. Maintain average residential per capita daily water use of 100 gallons or less, respectively. 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 mailouts 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.

6. The Permittee, by March 31 of each year, shall report to the District the following information for the previous calendar year:

a)

Use Type	Average Number of Active Meter Connections	Annual Average Water Use (Gallons per Day)
1. Residential (also complete table below)		
2. Commercial Uses		
3. Industrial Uses		
4. Agricultural Uses		
5. Non-Residential Recreational Uses		
6. Water Sold/Transferred to Other Utilities		
7. Institutional Uses (schools, hospitals, etc.)		
8. Firefighting, Flushing and Other Utility Uses	-----	
9. Other _____ (describe)		
Total Water Losses	-----	
TOTAL (Add items 1 through 10)		

b)

Residential Water Service Category	Average Number of Active Metered Connections	Number of Dwelling Units	Estimated Population Served	Annual Average Metered Residential Use (Gallons per Day)
1. Single Family Dwelling Units				
2. Multiple Family Dwelling Units				
TOTAL (Add items 1 and 2) (should match line 1 in Table a above)				

For water purchased, 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.

7. The Permittee, by December 31, 2018, and at the time of permit renewal or modification shall provide a map showing areas where service is actually provided as well as the overall franchise area allocated to the utility by the county, Public Service Commission or other authorizing entity. Definable areas within a service area that are served by domestic potable wells shall be delineated as non-served unless the area will be supplied by the utility within the term of the permit. The Permittee shall submit the map in digital format compatible with ESRI Geographic Information System (ARCGIS), 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 and to discourage wasteful, discretionary use (e.g., irrigation, aesthetic use).

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 NFWFMD A2-I
WATER LOSS REPORTING FORM
CONSERVATION PAMPHLETS

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

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

**Thursday
October 10, 2013
1:10 p.m., ET**

NOTE: Appeal from any NFWMD 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 these meetings to make appropriate arrangements.

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

1. Call to Order

2. Consideration of Approval of Contract for Sale and Purchase of 1.5-Acre Surplus Tract; Yellow River WMA

Presentation of Contract for Sale and Purchase
Introduction of Exhibits into the Record
Opportunity for Audience to Comment on Proposed Contract
Consideration of Approval by the Governing Board

3. Consideration of Approval of Contract for Sale and Purchase of 0.4-Acre Surplus Tract; Blackwater River WMA

Presentation of Contract for Sale and Purchase
Introduction of Exhibits into the Record
Opportunity for Audience to Comment on Proposed Contract
Consideration of Approval by the Governing Board

4. Adjourn

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Carol L Bert, Associate Lands Administrator

DATE: September 23, 2013

SUBJECT: Consideration of Contract for Sale and Purchase of 1.5-Acre Surplus Tract;
Yellow River WMA

Background.

On August 9, 2013, the District issued Invitation to Bid 13B-011 for the sale of six surplus tracts. ITB 13B-011 was posted on the District's website and the state's Vendor Bid System, as well as advertised in four area newspapers. By 2:00 p.m. ET on September 4, 2013, the District received two sealed bids for the sale of this 1.5-acre surplus tract off Old River Road in Okaloosa County, Florida. The District's asking price for this tract was \$3,300. The sealed bids received for this tract include:

<u>Bidder</u>	<u>Bid Amount</u>
Ms. Debra Hill	\$3,350
Mr. Antonio Gavin	\$3,400

With the attached Contract for Sale and Purchase, staff proposes to sell the 1.5-acre tract located off Old River Road in Okaloosa County to Mr. Antonio Gavin. The parcel is an isolated tract located on the west side of Old River Road. As depicted on the attached map, the District's ownership in this area is located on the east side of Old River Road. Disposition of this tract will eliminate an isolated tract surrounded by private landowners and eliminate a management liability for the District.

Purchase Price. The purchase price for the sale of this tract is \$3,400.

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/Review Appraisal. The District paid for the cost of the appraisal/appraisal update and review appraisal/review appraisal update at a combined cost of \$1,863.

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

Boundary Map and Acreage Certification. According to the District's boundary map/acreage certification, this tract is approximately 1.5 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 December 13, 2013. 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.

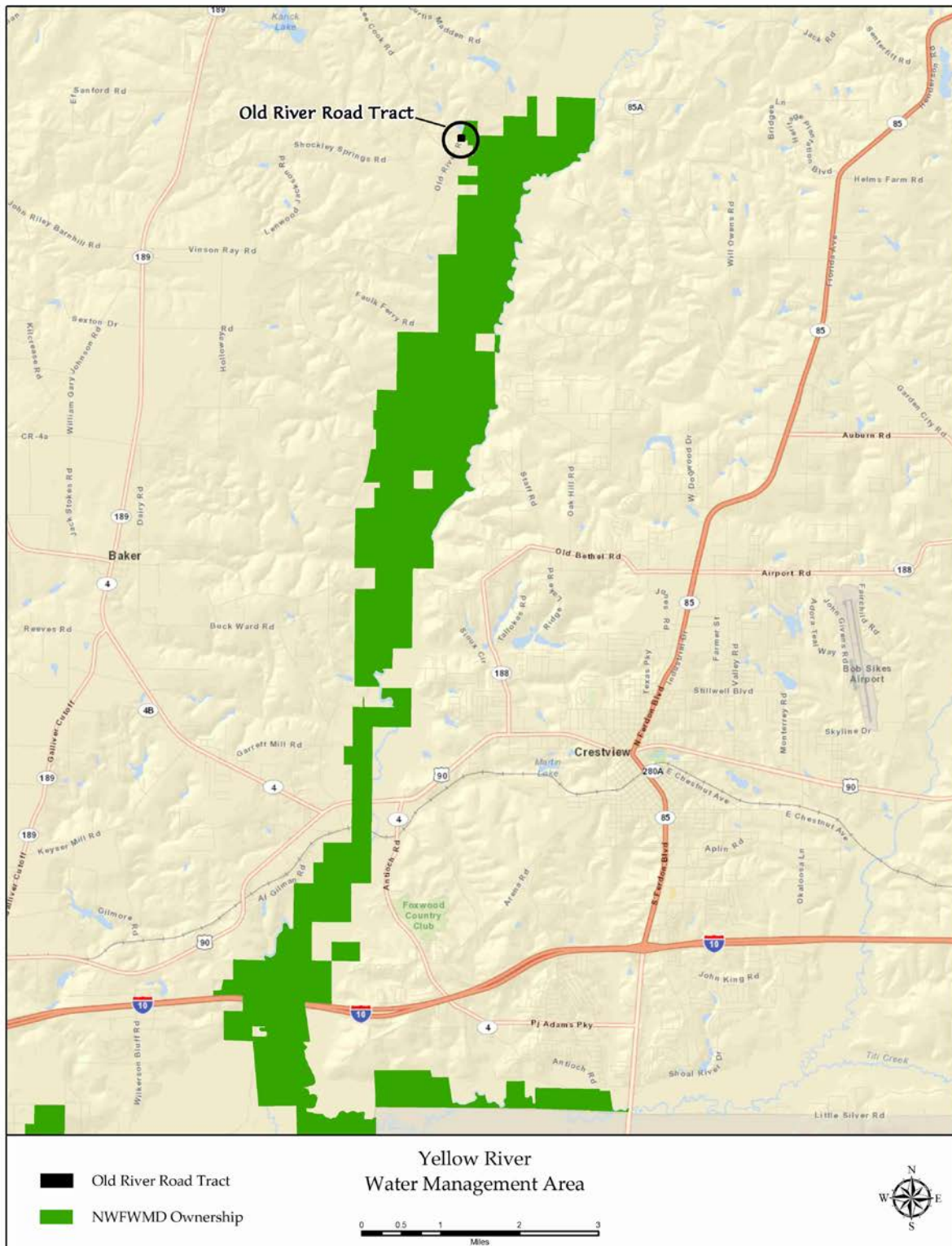
Interest in Certain Minerals. Section 270.11, Florida Statutes, gives the District the option to reserve a partial interest in the property's phosphate, minerals, metals and petroleum. The District has the option to reserve, if any, an undivided three-fourths interest in all the phosphate, minerals and metals and an undivided one-half interest in all the petroleum. With the sale of this 1.5-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. Due to the tract's small size, the royalties would be minimal.

Staff Recommendation:

Approval of the Contract for Sale and Purchase for the sale of the 1.5-acre surplus tract off Old River Road in Okaloosa County, Florida for \$3,400, subject to the terms and conditions of the Contract. In addition, staff recommends that the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals and petroleum.

/cb

Attachment(s)





CONTRACT FOR SALE AND PURCHASE
(to Private Entity)

THIS CONTRACT FOR SALE AND PURCHASE (“Contract”), is made this ____ day of _____, 2013, between **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as “**District**”, and **ANTONIO GAVIN**, whose address is 6846 Old River Road, Baker, Florida 32531, 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 Three Thousand Four Hundred and no/100 Dollars (\$3,400.00). 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 December 13, 2013, 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 December 13, 2013. 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 Okaloosa 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: Antonio Gavin
6846 Old River Road
Baker, Florida 32531

District's representative in matters relating to this Contract will be the Division of Land Management and Acquisition, a Division of the **District**. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

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

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

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

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

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

PURCHASER:

Antonio Gavin

DISTRICT:

**NORTHWEST FLORIDA
WATER MANAGEMENT
DISTRICT**

By: _____
Print Name: George Roberts
Its: Chairman

EXHIBIT A

Legal Description

The following described land, situate, lying and being in Okaloosa County, Florida, to-wit:

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, lying West of Old River Road, Section 1, Township 4 North, Range 24 West.

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: September 23, 2013

SUBJECT: Consideration of Contract for Sale and Purchase of 0.4-Acre Surplus Tract;
Blackwater River WMA

Background.

On August 9, 2013, the District issued Invitation to Bid 13B-011 for the sale of six surplus tracts. ITB 13B-011 was posted on the District's website and the state's Vendor Bid System, as well as advertised in four area newspapers. By 2:00 p.m. ET on September 4, 2013, the District received one sealed bid for the sale of this 0.4-acre surplus tract off Parch Road in Santa Rosa County, Florida. The District's asking price for this tract was \$2,200. The sealed bid received for this tract includes:

<u>Bidder</u>	<u>Bid Amount</u>
Ms. Debra Hill	\$2,400

With the attached Contract for Sale and Purchase, staff proposes to sell the 0.4-acre tract located off Parch Road in Santa Rosa County to Ms. Debra Hill. The parcel is a small, isolated tract located on the east side of Parch Road. As depicted on the attached map, the District's ownership in this area is adjacent to the Blackwater River in several different locations. Disposition of this tract will eliminate an isolated tract surrounded by private landowners and eliminate a management liability for the District.

Purchase Price. The purchase price for the sale of this tract is \$2,400.

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/Review Appraisal. The District paid for the cost of the appraisal/appraisal update and review appraisal/review appraisal update at a combined cost of \$1,863.

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

Boundary Map and Acreage Certification. According to the District's boundary map/acreage certification, this tract is approximately 0.4 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 her expense.

Closing Documents, Expenses, Taxes and Assessments. The closing will take place on or before December 13, 2013. 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.

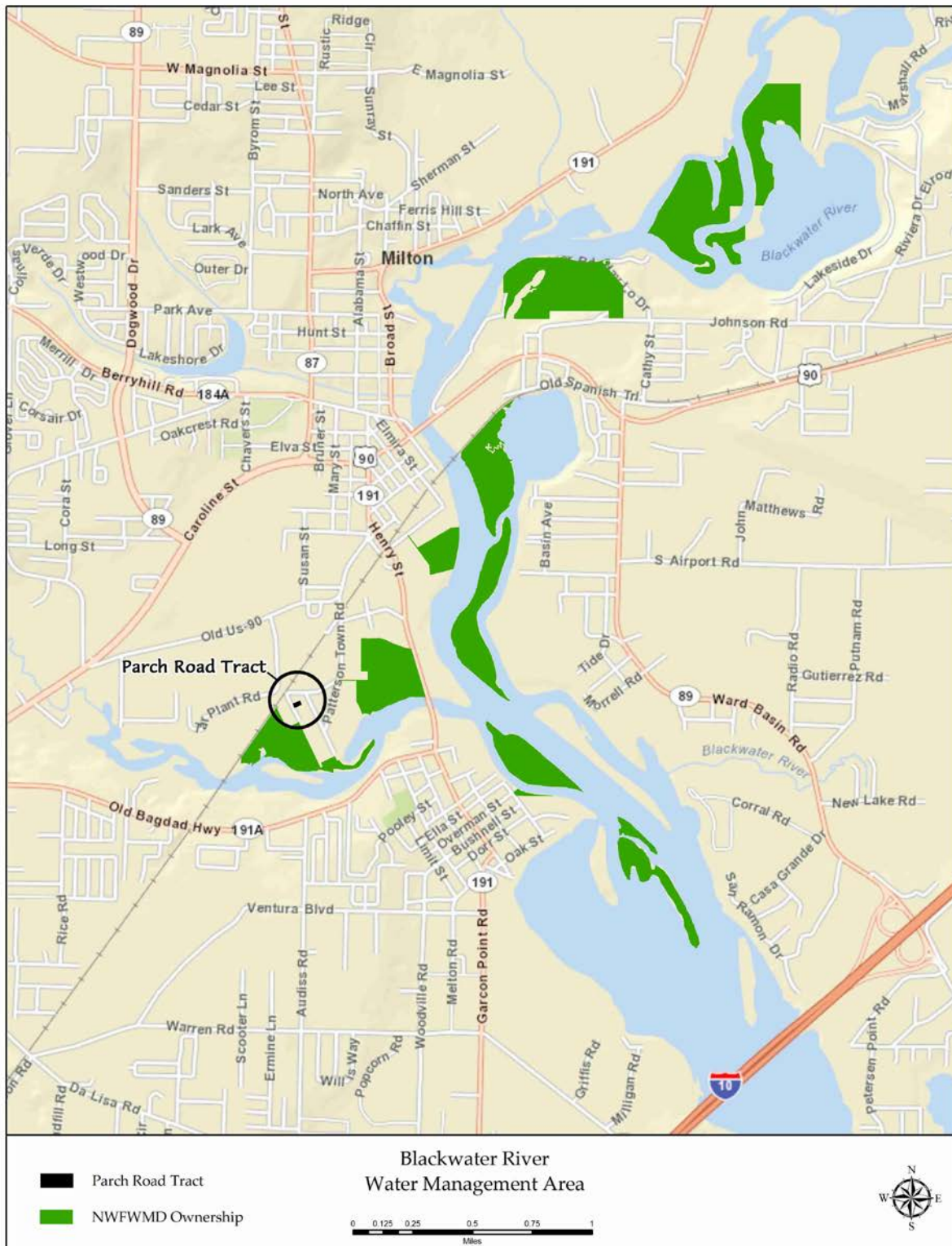
Interest in Certain Minerals. Section 270.11, Florida Statutes, gives the District the option to reserve a partial interest in the property's phosphate, minerals, metals and petroleum. The District has the option to reserve, if any, an undivided three-fourths interest in all the phosphate, minerals and metals and an undivided one-half interest in all the petroleum. With the sale of this 0.4-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. Due to the tract's small size, the royalties would be minimal.

Staff Recommendation:


Approval of the Contract for Sale and Purchase for the sale of the 0.4-acre surplus tract off Parch Road in Santa Rosa County, Florida for \$2,400, subject to the terms and conditions of the Contract. In addition, staff recommends that the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals and petroleum.

/cb

Attachment(s)





 Parch Road Tract:
(0.4 acres)

Blackwater River
Water Management Area

0 30 60 120 180
Feet



CONTRACT FOR SALE AND PURCHASE
(to Private Entity)

THIS CONTRACT FOR SALE AND PURCHASE (“Contract”), is made this ____ day of _____, 2013, between **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as “**District**”, and **DEBRA HILL**, whose address is 5609 NW 23rd Avenue, Gainesville, Florida 32606, 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 Two Thousand Four Hundred and no/100 Dollars (\$2,400.00). 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 December 13, 2013, 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 December 13, 2013. 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 Santa Rosa 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: Debra Hill
5609 NW 23rd Avenue
Gainesville, Florida 32606

District's representative in matters relating to this Contract will be the Division of Land Management and Acquisition, a Division of the **District**. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

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

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

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

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

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

PURCHASER:

Debra Hill

DISTRICT:

**NORTHWEST FLORIDA
WATER MANAGEMENT
DISTRICT**

By: _____
Print Name: George Roberts
Its: Chairman

EXHIBIT A

Legal Description

A parcel of land lying in Section 10, Township 1 North, Range 24 West, Santa Rosa County, Florida; said parcel also being Lot 6 (less the North 20 feet, thereof), Block 5, PARCHTOWN per the official map of Bagdad, Florida, Santa Rosa County, Florida and being more particularly described as follows:

Commence at the northwest corner of Lot 2, Block 5, PARCHTOWN as per the official map of Bagdad, Florida; thence along the east boundary of said Lot 2, South 23 degrees 15 minutes East for a distance of 257.00 feet to the northwest corner of Lot 6, Block 5, PARCHTOWN; thence along the west boundary of said Lot 6, South 23 degrees, 15 minutes East for a distance of 20.00 feet to the POINT OF BEGINNING; thence along a line 20 feet south of and parallel with said north boundary of Lot 6, North 66 degrees, 45 minutes East for a distance of 175.00 feet to the east boundary of said Lot 6; thence along said east boundary of Lot 6, South 23 degrees, 15 minutes East for a distance of 93.00 feet to the south boundary of said Lot 6; thence along said south boundary of Lot 6, South 66 degrees, 45 minutes West for a distance of 175.00 feet to the West boundary of said Lot 6; thence along said west boundary of Lot 6, North 23 degrees, 15 minutes West for a distance of 93.00 feet to the POINT OF BEGINNING.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Tony Countryman, Senior Hydrogeologist – Resource Management Division

DATE: September 24, 2013

SUBJECT: 2013 Water Supply Assessment Update (Informational Item)

Summary

Florida Statutes require the water management districts to evaluate needs for detailed regional water supply planning every five years. To support this evaluation, the Northwest Florida Water Management District is updating the District-wide Water Supply Assessment (WSA), which entails working with the Department of Agriculture, utilities, local governments and the public to update water demand projections through 2035 and to assess the ability of water resources to meet anticipated future needs. The results of the WSA, which will include recommendations regarding regions where detailed water supply planning is needed, will be presented to the Governing Board for consideration in early 2014. During the October Governing Board meeting, staff will provide a brief overview of the status of the 2013 WSA update and a schedule of remaining activities, which includes public workshops planned for October 28th (Ft. Walton Beach), 29th (District HQ), and 30th (Panama City).

Preface

Based on the five-year schedule, the District-wide Water Supply Assessment (WSA) will be updated in 2013. The purpose of the WSA is to evaluate whether existing and anticipated water sources across northwest Florida are sufficient to meet future demands while sustaining water resources and associated natural systems. This evaluation includes current estimates and projections of water demand, along with an assessment of the status of surface and groundwater resources.

Previous versions of the WSA were developed in 1998, 2003 and 2008. A significant amount of work has been accomplished during the past year to complete the 2013 WSA update. Tasks have included data collection, development and refinement of analytical methods, data requests and communication with public supply utilities to obtain information in support of water demand projections, and detailed assessments of surface and groundwater resources. Preliminary water use estimates and projections have been sent to the public supply utilities and the Florida Department of Agriculture and Consumer Services (FDACS) for review and comment.

The analyses and results developed through the WSA provide the basis for determining whether Regional Water Supply Plans (RWSPs) are required for each of the seven planning regions within the District (Figure 1). If the water demands of a particular region are causing or are likely to cause water resource problems during the 20-year planning horizon, the District is required to develop a RWSP for that region. The District uses RWSPs to plan for development of water supplies needed to meet the anticipated demands.

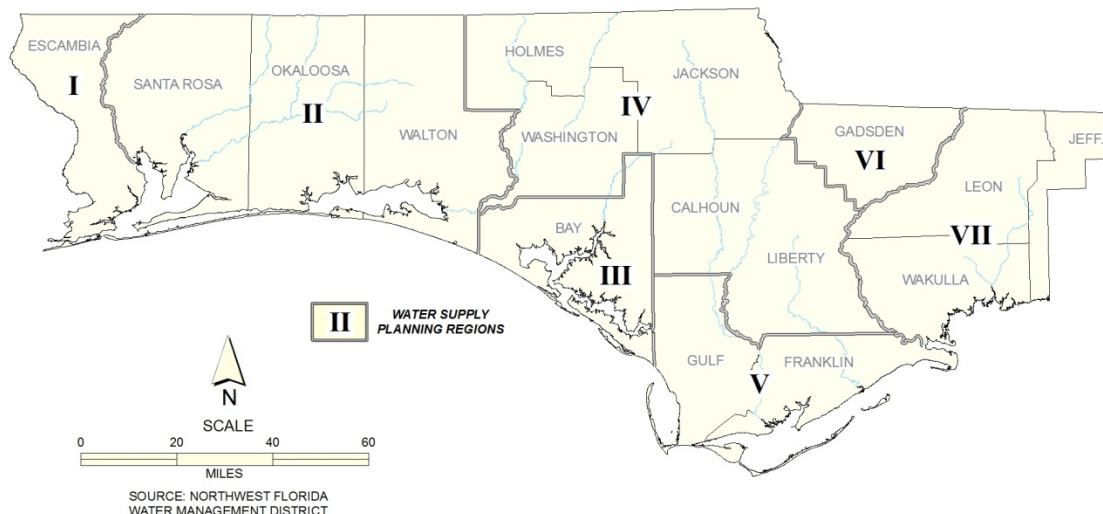


Figure 1. Northwest Florida Water Supply Planning Regions

Statutory Basis and Requirements

Section 373.036, Florida Statutes (F.S.), requires a District Water Management Plan (DWMP) to be updated every five years and include a District-wide WSA. As of 2010, the District has deferred updates to the DWMP in favor of developing a strategic plan as authorized under section 373.036(2)(e), F.S. This section makes the strategic plan option available to the Governing Board provided that nothing “...affects any other provision or requirement of law concerning the completion of the regional water supply plan.”

Section 373.709, F.S., requires that water supply planning be conducted for any water supply planning region where 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.” The section requires at least a 20-year planning horizon for the RWSP.

Section 373.709(1), F.S., requires that the Governing Board revisit at least once every five years a determination that initiation of a RWSP is not needed for any region. The Governing Board most recently approved a determination of regions requiring a RWSP on May 28, 2009. The Governing Board’s direction at that time was to continue implementation of RWSPs for regions II, III, and V, and that regional water supply planning was not required for other regions of the District.

During 2013, Section 570.085, F.S., was modified to provide for increased participation and assistance from the FDACS in regional water supply planning activities. Under the new legislation, the FDACS will establish an agricultural water supply planning program that includes the development of data indicative of future agricultural water demands. The data and projections developed by FDACS will be provided to the water management districts for use in future WSA updates.

2013 Water Supply Assessment Schedule

The five-year WSA updates provide an opportunity to reassess current and future water needs, as well as conditions of existing water supply sources and related natural systems. Current trends in water demands are identified so that adjustments can be made, as necessary, in planning and water resource development

to ensure that sufficient water is identified from sustainable sources. Additionally, the water use estimates and projections developed through the WSA provide an important component of water supply metrics reported quarterly to the Florida Department of Environmental Protection (FDEP).

The schedule of activities remaining for the 2013 WSA update include review and comment by the FDEP Office of Water Policy and posting of the draft WSA update document and supporting material on the District website for public review and comment. Public workshops are planned for October 28th (Ft. Walton Beach), 29th (District HQ), and 30th (Panama City). Final review by District staff and completion of the WSA update document will be performed in November-December 2013. It is anticipated that the WSA update will be provided for Governing Board consideration in January 2014.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: Kevin X. Crowley, General Counsel

RE: Legal Counsel Report

DATE: September 24, 2013

Crenshaw, et. al. v. City of DeFuniak Springs, et al., United States District Court for the Northern District of Florida, Case No. 3:13cv50-MCR/EMT. This is a pro se civil rights complaint directed to officials and employees of the City of DeFuniak Springs. The Northwest Florida Water Management District has also been named as a defendant. An amended complaint has been filed and the District is preparing a motion to dismiss.