<u>MEMORANDUM</u>

TO:	Resource Management Committee
THROUGH:	Brett Cyphers, Executive Director Guy Gowens, Assistant Executive Director Nick Wooten, Director, Resource Management Division
FROM:	Paul Thorpe, Chief, Bureau of Environmental and Resource Planning
DATE:	May 23, 2016
SUBJECT:	Consideration of Cooperative Agreement with the Apalachee Regional Planning Council for Apalachicola River and Bay Surface Water Improvement and Management Plan Update Support

Recommendation

Staff recommends that the Governing Board authorize the Executive Director to execute an agreement with the Apalachee Regional Planning Council and execute supporting task orders not to exceed \$80,000 in support of an update to the Apalachicola River and Bay SWIM plan, subject to the District's adopted budget and legal counsel review.

Background

As discussed at the August Governing Board meeting, the District was awarded \$695,000 from the National Fish and Wildlife Foundation (NFWF) to develop updated and current SWIM plans for each of northwest Florida's major riverine-estuarine watersheds. The updated plans will continue to provide a planning framework, reflecting current conditions and challenges, to support implementation of State and regional priorities for watershed resource protection and restoration. The plans are applicable to funding from multiple, complementary sources, including the Florida Legislature, such as through Springs funding and the Land Acquisition Trust Fund, RESTORE and related Gulf of Mexico restoration funding, Florida Forever, and cooperative local government funding.

District staff propose to update the Apalachicola River and Bay SWIM plan in cooperation with the Apalachee Regional Planning Council (ARPC), because, through its composition and mission, the ARPC brings with it direct participation by the Florida communities most affected by the river and bay system and most engaged with the unique resource-based economy supported by that system. Additionally, the ARPC has a professional staff and resources that can augment the District's resources in an efficient and cost-effective manner. Under section 287.057(3)(e)12., F.S., contractual services provided by governmental entities are not subject to state competitive solicitation requirements.

The ARPC was established under Chapter 186, Florida Statutes (F.S.), to serve Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Liberty, Leon, and Wakulla counties. Each of these counties has representation on the ARPC board. The region encompasses nearly the entirety of the Apalachicola River and Bay watershed in Florida, including all of the counties bordering the Apalachicola and Chipola Rivers. Among the services the ARPC provides for the region are technical assistance, economic development, environmental planning, emergency planning, and transportation assistance.

Through the attached draft cooperative agreement with the ARPC, the District would engage the ARPC to support development of an update to the Apalachicola River and Bay SWIM plan. The plan update would proceed through four tasks: (1) Technical Advisory Committee – supporting engagement with governmental and technical stakeholders, (2) Public Engagement – ensuring appropriate outreach and opportunity for public review and input into the final plan document, (3) development of a draft SWIM plan update, and (4) project planning – to support implementation.

Sections 373.451-459, Florida Statutes, the "Surface Water Improvement and Management (SWIM) Act," established the Legislature's intent that water management districts develop plans and programs for improvement and management of surface waters. The Act requires water management districts, in cooperation with the Florida Department of Environmental Protection and other state agencies and local governments, to prioritize waterbodies of regional significance, and it authorizes districts to develop SWIM plans and programs for priority waterbodies.

The Apalachicola River and Bay SWIM plan was last approved in 1996 as the Apalachicola River and Bay Management Plan. The plan provides an important resource for the District and for local governments and state agencies. It describes watershed conditions and challenges, together with recommended strategies and projects to achieve resource protection and restoration. This plan has provided direction and support for many of the District's priority projects, including stormwater treatment, wetland and aquatic habitat restoration, spring restoration, and analytical work to evaluate resource conditions and restoration strategies. The plan update will carry forward these functions, reflecting current conditions and priorities.

Attachment: Draft Agreement

Cooperative Agreement

Between

The Northwest Florida Water Management District

and

The Apalachee Regional Planning Council

for

Apalachicola River and Bay Surface Water Improvement and Management Plan Update Support

NWFWMD Contract No.16-___

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333, and the Apalachee Regional Planning Council ("ARPC"), a public entity created by Chapter 186, Florida Statutes, as amended, with an address of 2507 Callaway Road, Suite 200, Tallahassee, Florida 32303, to engage services for the development of an update to the Apalachicola River and Bay Surface Water Improvement and Management ("SWIM") plan.

In consideration of the mutual benefits to be derived herefrom, the District and ARPC do hereby agree as follows:

1. <u>Terms of Agreement</u>

ARPC does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A**, **Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. References to days in this Agreement shall mean calendar days unless otherwise specified.

2. <u>Period of Agreement</u>

This Agreement shall begin on the date executed by both parties, and shall remain in effect through September 30, 2017. ARPC shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. No costs incurred prior to the execution of the Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

3. <u>Funding/Invoicing</u>

A. Maximum compensation under this Agreement shall be determined by the collective Task Orders issued under the terms of and during the inclusive dates of this Agreement and shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board. New Task Orders issued by the District shall be pursuant to the general scope of work provided in

Attachment A and will include a new Task Order number and detailed statement of work for the services to be performed. Each Task Order shall stand apart from all other Task Orders and shall not extend a scope of services or funding to or from another Task Order.

- B. ARPC shall submit invoices no more frequently than monthly per the requirements of each Task Order. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Task Order to assure the availability of funding for final payment.
- C. ARPC shall be reimbursed on a cost reimbursement basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables specified in issued task orders. Invoices may be submitted no more frequently than monthly, shall reflect actual costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- D. ARPC shall submit written invoice request for payment to the District Project Manager with supporting documentation to, at a minimum, contain the following information:
 - (a) Agency name and contact information, funding agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
 - (b) A description and total dollar amount of funds being requested, as organized by task;
 - (c) A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of the task and each task deliverable;
 - (d) A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
 - (e) Supporting documentation of actual expenses and proof of payment.
- E. ARPC shall submit, at a minimum, an invoice for all expenses incurred through the District fiscal year (October 1 – September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year.
- F. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from ARPC.

4. <u>Available Funding</u>

The District's performance and obligation to pay under this Agreement are subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, ARPC shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

5. <u>Indemnification</u>

The District shall have no liability or responsibility to ARPC, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of ARPC and its contractors or any other person or entity associated with the project, and ARPC shall and hereby agrees to release, indemnify and hold harmless the District against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from ARPC's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of ARPC, the negligence of another or any other third party, or the negligence of the District.

6. <u>Default/Termination</u>

- A. The District may terminate this Agreement at any time if any warranty or representation made by ARPC in this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of ARPC to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide ARPC an opportunity to consult with the District regarding the reason(s) for termination.
- B. The District or ARPC may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice. If the District terminates the Agreement for convenience, the District shall notify ARPC of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, ARPC shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the District for unlawful refusal by ARPC to allow public access to all documents, papers, letters, or other material made or received by ARPC in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.

7. <u>Subcontracts</u>

ARPC may subcontract work under this Agreement with the prior written consent of the District. The Grantee shall submit a copy of the executed subcontract to the District within fourteen (14) days after execution. Regardless of any subcontract, the ARPC is ultimately responsible for all work to be performed under this Agreement. The ARPC agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all costs due under any subcontract. It is understood and agreed by the ARPC that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the

subcontract and that the ARPC shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

8. <u>Remedies/Financial Consequences</u>

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, ARPC shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by ARPC to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify ARPC in writing whether the CAP proposed has been accepted. If the CAP is not accepted, ARPC shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, ARPC shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve ARPC of any of its obligations under the Agreement. ARPC shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by ARPC, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by ARPC shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a 1 percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

9. <u>Recordkeeping; Audit</u>

ARPC shall 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, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, ARPC shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. ARPC shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.

10. Lobbying Prohibition

In accordance with Section 216.347, Florida Statutes, expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

11. <u>Compliance with Law</u>

ARPC shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. ARPC acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. ARPC further agrees to include this provision in all subcontracts issued as a result of this Agreement.

12. <u>Notice</u>

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

13. <u>Contacts</u>

The District's Project Manager for this Agreement is identified below:

Paul Thorpe, Chief, En	nvironmental and Resource Planning	
Northwest Florida Water Management District		
81 Water Management Drive		
Havana, FL 32333-47	12	
Telephone No.:	(850) 539-5999	
E-mail Address:	Paul.Thorpe@nwfwater.com	

ARPC's Project Manager for this Agreement is identified below.

Joe Crozier, Regional Planner – Environmental		
Apalachee Regional Planning Council		
2507 Callaway Road, Suite 200		
Tallahassee, FL 323303		
Telephone No.:	(850) 488-6211 ext. 104	
E-mail Address:	JCrozier@thearpc.com	

14. Insurance

To the extent required by law, each contractor 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.

15. <u>Conflict of Interest</u>

ARPC, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

16. <u>Amendments</u>

Any amendment to this Agreement must be consented to in writing by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

17. <u>Discrimination</u>

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. 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. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

18. <u>Publicity</u>

Press releases, publications and other public communications.

19. <u>Execution of Counterparts</u>

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

20. <u>Severability</u>

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

21. <u>Entire Agreement</u>

This Agreement constitutes the entire agreement between the District and ARPC and may be amended or extended only in writing, signed by both the District and ARPC.

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

APALACHEE REGIONAL PLANNING COUNCIL

By:			By:		
Brett J. Cyphers, Executive Director		tive Director	Chris Rietow, Executive Director		
Date:			Date:		
List of attachme	nts/exhibits i	included as part of	his Agreement:		
Specify	Letter/				
Туре	Number	Description (inclu	de number of pages)		
Attachment	_ <u>A</u>	Scope of Work (4	pages)		

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ATTACHMENT A SCOPE OF WORK

The Apalachee Regional Planning Council will manage and provide technical staff to help produce the Apalachicola River and Bay Surface Water Improvement and Management (SWIM) Plan update in coordination with the Northwest Florida Water Management District (District).

Task 1Technical Advisory Committee

The Apalachee Regional Planning Council (ARPC) will engage a technical advisory committee to further identify and articulate current watershed issues, develop watershed planning goals and objectives, identify and prioritize strategies and projects, and assist in the development and review of an updated watershed plan. One or more meetings will be held as needed to ensure appropriate technical stakeholder review and consultation, with participation invited and requested from local governments, the Riparian County Stakeholder Coalition, state and federal resource agencies, public and private watershed and resource initiatives, and other public and private stakeholders.

Task deliverables will include meeting notices and summaries, as well as comments and recommendations provided by committee members with respect to watershed issues, strategies, projects, and plans.

Task 2Public Engagement

Public engagement is one of the cornerstones of an effective Apalachicola River and Bay SWIM Plan update. The Apalachicola watershed is a large geographic area and requires a variety of methods to achieve effective public engagement. Public outreach activities shall be conducted to meet the requirements of section 373.453(3), Florida Statutes, and to ensure that community needs are understood and local knowledge is incorporated. This is expected to both enhance community support and to ensure effective, outcome-oriented plans are developed.

The ARPC, in cooperation with the District, will conduct up to two public workshops within the watershed to provide an overview of watershed conditions and proposed strategies and projects and to solicit public input on the updated SWIM plan. The workshops will provide members of the public, as well as local government and resource agency stakeholders, with the opportunity to participate in plan development and project prioritization. Additionally, the ARPC will provide proposed watershed information, program information, and draft and final planning documents for public review through the workshops and the District's website.

Task deliverables will include meeting notices, agendas and other documentation, meeting summaries, and documented public comments.

Task 3Development of SWIM Plan Update

Subtask 3.1 Watershed Characterization and Analysis

Gathering and organizing data are vital to characterizing the Apalachicola River and Bay watershed. The starting point for this effort will be the 1996 SWIM Plan in order to determine changes in conditions and to identify trends. The process will involve updating the data and information related to:

- 1. Geography
- 2. Hydrologic characteristics
- 3. Ecological characteristics
- 4. Demographics
- 5. Institutional conditions and resources
- 6. Land use and land cover
- 7. Floodplains
- 8. Water resource functions, uses, values, and benefits, including but not limited to:
 - i. Fish and wildlife
 - ii. Commercial and recreational fisheries
 - iii. Public recreation
 - iv. Flood protection
- 9. Watershed conditions
- 10. Identification of challenges, issues, and recovery needs
 - i. Water quality, sources of point and nonpoint source pollution
 - ii. Natural systems, functions, and public uses and benefits

Data will be derived from federal and state data sources such as the Northwest Florida Water Management District, U.S. Army Corps of Engineers, U.S. Geological Survey, U.S. Environmental Protection Agency, Florida Department of Environmental Protection, university reports, Department of Business and Professional Regulation, Florida Fish and Wildlife Conservation Commission, and Florida Department of Health.

Over the past 20 years, work contemplated in the 1996 plan has been completed, and other related actions have been initiated and completed. Therefore, ARPC will determine the status of each study/project by interviewing District staff, as well as other research project managers. A brief summary of each activity will be prepared and included in an appendix of the updated plan. All relevant data and information from the studies/projects will be integrated into the characterization of the watershed.

In addition, a literature search will be undertaken to identify all research efforts that have been initiated since 1996. The results of the investigation will be documented and included in an appendix of the new plan. As above, relevant information will be integrated into the characterization of the watershed.

Subtask 3.2 Develop Draft SWIM Plan Update

The draft Apalachicola River and Bay SWIM Plan update will combine previous Apalachicola SWIM related work and updated watershed and project information, as well as recommendations regarding issues, strategies, and recommendations into one document. This will incorporate the Stakeholder Outreach and Watershed Characterization components, as well as proposed projects as identified in Task 4. Further, ARPC will include recommendations to the District for the prioritization of strategies, programs, and projects. Additionally, an assessment of pertinent gaps and deficiencies of existing data will be included. The final document will be reviewed by technical stakeholders as described in Task 1, and it will be made available for public review and comment. A final stakeholder (combined public and technical) meeting will be held prior to the development of the final plan.

Subtask 3.3 Develop Final SWIM Plan Update

The final proposed plan update will be completed following review by District staff and consideration of input from technical stakeholders and the public.

Task deliverables will include draft and final watershed plan.

Task 4Project Planning

This task will focus on developing a prioritized list and descriptions of proposed projects that enhance, protect, restore, or improve capacity with respect to maintaining watershed conditions and functions and that achieve the goals and objectives outlined in Task 3. The set of projects identified will, as appropriate, build upon existing projects that have been or are being implemented. It is envisioned that projects will be identified through Task 1 in consultation with local officials, individuals with private and non-profit organizations, and staff of federal and state agencies, as well as through review of projects developed separately through Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States (RESTORE) Act or related processes.

Project descriptions will be developed to support implementation by local governments or other cooperators as funding becomes available. Priority projects are expected to include such activities as stormwater retrofits; implementation of watershed best management practices; restoration and enhancement of wetland, riparian, and floodplain habitats and functions; public outreach and engagement; and monitoring. Such activities are mutually supportive and complementary; leading to improvement of water quality, aquatic and coastal habitat quality, watershed functions, coastal resiliency, and associated public values and benefits. Project planning is also expected to incorporate results of associated efforts within Florida's overall Gulf Environmental Benefit Fund Restoration Strategy.

Task deliverables will include generalized descriptions, proposed prioritization and criteria, and order of magnitude cost estimates for priority projects. The project descriptions and anticipated costs will be incorporated within the final proposed SWIM Plan Update.

Task	Deliverables (Due Dates)	Estimated Cost
Technical Advisory Committee Coordination	 Proposed schedule of meetings (one month from task issuance) Draft agenda (14 days prior to scheduled meeting dates) Proposed PowerPoint presentations (7 days prior to scheduled meeting dates) Technical Advisory Committee Meeting (November 30, 2016 or earlier) Electronic submittal of Meeting notices Meeting summaries Comments and recommendations provided by TAC participants with respect to watershed issues, strategies, projects, and plans (December 30, 2016) 	\$8,000
Public Engagement	 Proposed schedule of meetings (one month from task issuance) Draft agenda (14 days prior to scheduled meeting dates) Proposed PowerPoint presentations and other public meeting displays or products (7 days prior to scheduled meeting dates) Public Workshop (December 30, 2016 or earlier) Electronic submittal of Meeting notices Meeting summaries Documented public comments and recommendations (December 30, 2016) 	\$8,000

Summary of Task Deliverables and Estimated Costs¹

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Task	Deliverables (Due Dates)	Estimated Cost
SWIM Plan Update	• Watershed Characterization and Analysis (June 30, 2017)	\$54,000
Development	• Draft SWIM Plan Update (June 30, 2017)	
	• Final SWIM Plan Update (September 30, 2017)	
Project Planning	Electronic submittal of:	\$10,000
	• Project descriptions and order of magnitude cost estimates	
	(June 30, 2017)	
	• Proposed criteria and prioritization (June 30, 2017)	
	Estimated Total	00 000 082

Estimated Total \$80,000.00

¹Provided for planning purposes; specific deliverables, due dates, and final costs will be modified and finalized through task orders.

<u>MEMORANDUM</u>

TO: """""""	"'Tguqwteg'Ocpci gogpv'Eqookwgg
THROUGH:	Brett J. Cyphers, Executive Director Guy Gowens, Assistant Executive Director Nick Wooten, Director, Division of Resource Management Kathleen Coates, Chief, Bureau of Water Resource Evaluation
FROM:	Tony Countryman, Hydrogeologist IV, Bureau of Water Resource Evaluation
DATE:	May 25, 2016
SUBJECT:	Consideration of ITB 16B-007, Testing and Monitor Well Construction in Santa Rosa, Okaloosa, and Walton Counties, Florida

Recommendation

Staff recommends the District award a contract to the qualified bidder that submitted the lowest bid and the Governing Board authorize the Executive Director to enter into an agreement to perform the work.

Background

On May 5, 2016, the District issued an Invitation to Bid (ITB) 16B-007 for exploratory drilling and well construction services in support of Minimum Aquifer Level (MAL) development along the coast of Planning Region II (Santa Rosa, Okaloosa, and Walton counties). Four firms attended the mandatory pre-bid conference on May 24, 2016.

The contracted services will include the drilling and construction of up to four deep long-term monitor wells, up to four aquifer performance test monitor wells, and up to two 72-hour, multiwell aquifer tests. In addition, exploratory drilling will include the collection of geologic and water quality samples and geophysical logs to evaluate the position of the saltwater interface and provide data needed to determine final well construction depths.

On June 6, 2016, at 2 p.m. ET, the District will conduct the bid opening for ITB 16B-007. The results of the bid opening will be provided in a supplement for consideration by the Governing Board at the June 9, 2016 meeting.

<u>MEMORANDUM</u>

TO: """""""	"'Tguqwteg'Ocpcigogpv'Eqookwgg
THROUGH:	Brett J. Cyphers, Executive Director Guy Gowens, Assistant Executive Director Nick Wooten, Director, Division of Resource Management Kathleen Coates, Chief, Bureau of Water Resource Evaluation
FROM:	Kathleen Coates, Chief, Bureau of Water Resource Evaluation
DATE:	May 23, 2016
SUBJECT:	Consideration of ITB 16B-010 for Wakulla County Saltwater Interface Monitor Well

Recommendation

Staff recommends the District award a contract to the qualified bidder that submitted the lowest bid and the Governing Board authorize the Executive Director to enter into an agreement to perform the work.

Background

On May 13, 2016, the District issued an Invitation to Bid (ITB) 16B-010 to construct a deep monitor well in coastal Wakulla County. The monitor well is located south of several water supply production wells and will serve as sentinel well to monitor long-term changes in coastal water quality in the Floridan aquifer. The well site is south of U.S. 98 within the St. Marks National Wildlife Refuge. The well will be constructed to monitor the portion of the aquifer just above the saltwater interface, which is anticipated to occur at a depth of between 300 and 350 feet below land surface at the site. Water quality sampling and geophysical logs collected during drilling will be used to determine the final well depth. The cost for this well construction and testing is included in the adopted FY 2015 - 2016 budget.

On June 6, 2016, at 1:00 p.m. ET, the District will conduct the bid opening for ITB 16B-010. The results of the bid opening will be provided in a supplement for consideration by the Governing Board at the June 9, 2016 meeting.

<u>MEMORANDUM</u>

TO:	Resource Management Committee
THROUGH:	Brett J. Cyphers, Executive Director Guy Gowens, Assistant Executive Director Nick Wooten, Director, Division of Resource Management Jerrick Saquibal, Chief, Bureau of Hydrology and Engineering
FROM:	Edward Chelette, Program Manager, Hydrologic Data Services Section
DATE:	May 27, 2016
SUBJECT:	Consideration of FDEP Revenue Contract G0423 Amendment #1, Integrated Water Resources Monitoring Program

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute a revenue contract with FDEP (Contract G0368, Amendment #2) for continuation of the District's participation in the water quality sampling program for the Water Quality Status and Groundwater Temporal Variability Projects. The District will be compensated for a total amount not to exceed \$156,459.99 on a fee schedule/cost reimbursement basis. The contract renewal period will be from July 1, 2016, through June 30, 2017.

Background

The Florida Department of Environmental Protection (DEP) is continuing monitoring of surface water and groundwater quality within the District by funding the Integrated Water Resources Monitoring Program (IWRM) for an additional year. The District has been a participant in the program in its various forms going back to its inception in the 1980s. Over this time, a large volume of water quality data has been produced that has served as a significant tool in assessing the quality of the District's water resources. This data is available to the public through DEP's water quality database website, <u>http://storet.dep.state.fl.us/DearSpa/</u>.

The contract provides for water quality sampling at a network of groundwater and surface water sites across the District and is composed of two sampling projects:

- The Water Quality Status Project consists of the annual collection of 100 random samples spread among six categories across the District: Confined and Unconfined Aquifers, Streams, Rivers, Ponds, and Lakes.
- The Groundwater Quality Temporal Variability Project involves monthly sampling at nine fixed monitoring locations and is designed to track changes over time.

ATTACHMENT A-1 REVISED GRANT WORK PLAN

Service Period: July 1, 2016 through June 30, 2017 NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

The Florida Department of Environmental Protection (Department or DEP) has requested the assistance of the Northwest Florida Water Management District (Grantee or NWFWMD) in collecting and interpreting water quality data from confined and unconfined aquifers, rivers, streams and lakes within the boundaries of the Water Management District (WMD), as part of the statewide Integrated Water Resources Monitoring (IWRM) Network. A description of the work to be performed is outlined below.

QUALITY ASSURANCE

The Grantee conducting water quality sampling under this Agreement shall follow procedures and methods specified in the DEP *Status and Temporal Variability Monitoring Networks Sampling Manual* (http://publicfiles.dep.state.fl.us/dear/watershed%20monitoring/documents/WMS-SamplingManual.pdf). The Grantee conducting Habitat Assessments under this Grant shall follow procedures and methods specified in DEP SOPs FT3001, FT3100, and FS7420 found on the DEP website (http://www.dep.state.fl.us/water/sas/sop/sops.htm). Requests for variance to the procedures may be submitted to the DEP Watershed Monitoring Section Quality Assurance (QA) Officer in writing, who will evaluate and determine acceptability of requests on a case-by-case basis. For purposes of this Agreement, the DEP Central Laboratory will perform all sample analysis under a separate agreement with the DEP's Watershed Monitoring Section (WMS). All samples shall be shipped in accordance with instructions in the sampling manual.

The Grantee will submit an updated Quality Assurance Project Plan (QAPP) to the DEP Quality Control Officer within fifteen (15) calendar days of the execution of this Agreement.

STORET

All water quality data collected under this Agreement shall be submitted to the Department in the approved standardized electronic format, included as **Attachment H, Required Electronic Format**. This format will assist the Department in the preparation of data, collected under this Agreement, for entry into the Storage and Retrieval (STORET) electronic data system using a computer conversion program. The DEP will be responsible for assuring that data collected under this Agreement are entered into the STORET system, and for verification of the data before final storage. In addition to the above, a printed copy of the project field data, along with supporting Quality Assurance data, shall be kept and maintained by the Grantee for the duration of this Agreement, and provided to DEP upon request. This includes results from any blanks, duplicates, spikes, blind samples and standards.

QUALIFIED SAMPLER

The Grantee shall ensure that at least one (two if possible) *qualified sampler* is present during all sample collection. For the purposes of this Agreement, a *qualified sampler* shall be one who has taken the WMS Sampling Techniques Workshop and been certified by DEP within the past five (5) years. This workshop is offered by the Quality Assurance Officer of the Monitoring Section once a year.

AGREEMENT TASKS for Service Period

The Grantee shall collect surface and ground water quality samples for the Watershed Monitoring Program within the boundaries of the Northwest Florida Water Management District. This Supplemental Grant Work Plan will cover the sampling period from July 1, 2016 to June 30, 2017. Each activity to be performed has been identified and described as a separate task and must be completed within the designated time frame identified for that task:

TASK I - SAMPLE COLLECTION Fee Schedule Task Cost: \$152,459.99

(\$693.00 per sample, 220 samples)

The Grantee shall collect an estimated sixty (60) surface water and seventy-six (76) ground water quality samples for the Status Network and Ground Water Temporal Variability (GWTV) Network, as well as an estimated thirty-six (36) Quality Assurance samples, and forward all samples to the DEP Central Laboratory for analysis. The Grantee shall measure field analytes only for approximately forty-eight (48) monthly GWTV Network samples. As part of the water quality sampling program, in rivers and streams, habitat assessment surveys will be performed, while sediment samples will be collected from both large and small lakes. This estimate includes:

STATUS NETWORK

- Approximately fifteen (15) samples from <u>Streams</u> within the boundaries of the Northwest Florida Water Management District within the established Index Period (July 1, 2016 August 31, 2016), includes the performance of habitat assessment surveys;
- Approximately fifteen (15) samples from <u>Small Lakes</u> within the boundaries of the Northwest Florida Water Management District within the established Index Period (September 1, 2016 September 30, 2016), includes the collection of lake bottom sediment samples from each water quality sampling location;
- Approximately twenty (20) samples from wells in <u>Unconfined Aquifers</u> within the boundaries of the Northwest Florida Water Management District within the established Index Period (November 1, 2016 December 31, 2016);
- Approximately twenty (20) samples from wells in <u>Confined Aquifers</u> within the boundaries of the Northwest Florida Water Management District within the established Index Period (January 1, 2017 February 28, 2017);
- Approximately fifteen (15) samples from <u>Large Lakes</u> within the boundaries of the Northwest Florida Water Management District within the established Index Period (April 1, 2017 – April 30, 2017), includes the collection of lake bottom sediment samples from each water quality sampling location;
- Approximately fifteen (15) samples from <u>Rivers</u> within the boundaries of the Northwest Florida Water Management District within the established Index Period (May 1, 2017 – May 30, 2017), includes the performance of habitat assessment surveys;
- Approximately twenty (20) <u>Quality Assurance</u> samples (approximately 20% of 100 total samples).

GROUND WATER TEMPORAL VARIABILITY NETWORK

- Approximately twenty-four (24) <u>Unconfined Aquifer</u> samples from wells and springs in the GWTV Network, collected at quarterly intervals from July 1, 2016 June 30, 2017;
- Approximately twelve (12) <u>Confined Aquifer</u> samples from wells in the GWTV Network, collected at quarterly intervals from July 1, 2016 June 30, 2017;
- Approximately sixteen (16) <u>Quality Assurance</u> Samples (16 Equipment Blanks)

In addition to the above task requiring collection and shipment of water samples to the DEP Laboratory:

Measure field analytes only at approximately six (6) monthly <u>Unconfined Aquifer</u> GWTV sites (estimated 48 total site visits) from July 1, 2016 – June 30, 2017 during the eight months not visited for the collection of quarterly laboratory samples.

Ground water sample collection includes:

- Completion of electronic Micro Land Use forms (located in Sampling Manual Appendix)
- Attachment of Florida Unique Well Identification tags as needed.

All water sample collection includes:

- On-site analysis for field analytes and field reference samples.
- Measurement of sample location using Global Positioning System (GPS) technology. GPS units will be provided by DEP if necessary. All GPS data must meet DEP protocols for accuracy and be provided in DEP-specified electronic format.
- Recording of physical site data, in electronic format, using DEP-specified software. Required information includes land ownership, digital photographs, and any additional pertinent information that may potentially affect water quality. Information depicting site location and directions can be submitted to clarify location of site. Sketch maps can be submitted on paper or scanned electronically in JPEG format.

Samples shall be collected for all water quality indicators in the active Status Network Indicators list (http://publicfiles.dep.state.fl.us/dear/watershed%20monitoring/documents/WMS-status-indicators.pdf). Samples

should be collected during the appropriate Index and Overflow Periods. All samples shall be shipped in accordance with instructions located in the Sampling Manual. Field audits shall be performed in accordance with instructions in the Sampling Manual.

TASK II - MAINTENANCE OF THE STATUS AND GWTV NETWORKS Costs included in Task I

For ground water sites, repair or re-develop an estimated two wells, if necessary.

TASK III - STATUS NETWORK CHARACTERIZATION Costs included in Task I

Reconnoiter proposed IWRM 2016-2017 Status Network ground water and surface water sampling sites within the boundaries of the Northwest Florida Water Management District to determine suitability and access. DEP will provide site selection lists for 2016-2017 sites to the Grantee (via the Oracle Generalized Water Information System (OGWIS) web-based tool) as soon as they become available. Stations for ground and surface waters will be provided annually.

Office recon using OGWIS and other tools should be performed prior to actual field recon or sampling, and should be employed to eliminate sites that are the wrong resource type or otherwise can be properly excluded, following DEP guidelines, from sample collection prior a site visit. Surface water and groundwater sites that are known to be accessible do not need to be field reconned prior to sampling. Other potential sites can be reconned prior to or at the time of sampling, as long as sampling occurs within the prescribed Index Period. Different resources are available to help make determinations of the sample and resource type. The web-based DEP OGWIS website can be used to show features pertaining to the site on both USGS topography maps and aerial photography.

RESOURCE TYPES TO BE MONITORED

- 1) Streams
- 2) Rivers
- 3) Large Lakes (greater than 10.0 hectares)
- 4) Small Lakes (from 4.0 to 9.99 hectares)
- 5) Confined Aquifer wells
- 6) Unconfined Aquifer wells

NUMBER OF SITES

From July 1, 2016, through June 30, 2017, within the boundaries of the Northwest Florida Water Management District, the optimal number of sites for each resource type is fifteen (15) for surface water and twenty (20) for ground water. If the optimal number of sites are not available due to a lack of wells or absence of resources then available resources should be sampled.

The Watershed Monitoring Section's list frame for ground water sites includes:

- 1) DEP Ambient Monitoring Background Network wells
- 2) DEP Ambient Monitoring VISA Network wells
- 3) Department of Health (former HRS) Private Well Survey wells
- 4) Upgradient background wells at DEP permitted facilities
- 5) Wells constructed under permit from the Northwest Florida Water Management District.

DEP will supply a list of randomly selected candidate wells annually from randomly generated locations within the boundaries of the Northwest Florida Water Management District. Only wells within the existing DEP list frame may be considered as candidate monitoring sites. DEP staff will assist WMDs and contact DEP District staff to obtain permitted facility information.

The list frames for surface water sites comes from the Re-leveled National Hydrographic Dataset (RNHD) at DEP in Tallahassee. Candidate rivers are selected from defined linear features existing in the RNHD.

The stream subset is the balance of remaining RNHD segments minus reaches existing seaward of a head of salt line defined by DEP GIS staff. Additionally, stream segments that represent flow-paths through wetlands and lakes have been removed from the population. Water features contained within water management district restoration sites will

be specially coded and removed from the target population for the year when the restoration site is active, by request of the water management district staff.

Regardless of resource, any proposed site rejected during recon or sampling must be documented in OGWIS and reasons for rejection stated. Rejection of a site shall reference one of the exclusionary criteria listed below, or be mutually agreed to by the Grantee, the DEP Grant Manager and the Watershed Monitoring Program Manager.

SURFACE WATER SELECTION CRITERIA

Surface water includes all canals, natural lakes, and streams and rivers based on a 1:100,000 RNHD coverage. Rivers are defined as the coverage that includes the state's larger natural watercourses that have a volume and reach that make them regionally significant, while streams are defined as the remainder of all natural watercourse resources, based on the 1:100,000 RNHD coverage.

Inclusion

- 1) Site accessible either by foot / boat / vehicle;
- 2) Water present within the water body at the targeted sampling location;
- 3) Water must be at least 10 cm deep at the sample point to collect samples;
- 4) For small and large lakes, the deepest point of the lake must be at least 1 m deep;
- 5) Site is a stream, canal, river, natural lake or historic, named, established impoundment (i.e., Lake Talquin). Stream or river has had water for two consecutive months, or if flooded, has recovered to in bank flow for at least one (1) week.

Exclusion

- 1) Small lake or large lake less than one meter deep across the entire water body.
- 2) Dry during index period, includes small lake water < 4 hectares large lake water < 10 hectares
- 3) Stream/river flow pooled and disconnected at random location
- 4) Stream/river/canal random location less than 10 cm deep
- 5) Access denied by property owner
- 6) Unable to obtain permission from owner
- 7) Flood conditions (flow out of banks) at stream/river/canal random location
- 8) Unsafe sampling conditions
- 9) Open water in lake less than 0.1 hectare
- 10) Less than 0.5 square meters free of attached vegetation at sampling point.
- 11) No open water available at lake sampling point
- 12) Unable to reach random location within three hours from access point
- 13) Unable to get equipment to random location (sampler cannot get necessary sampling equipment to site)
- 14) Artificially created lake other than established, named impoundments
- 15) Stormwater treatment areas
- 16) Wetlands
- 17) Roadside borrow pit
- 18) Current or historic mining operation without restoration
- 19) Stream/river artificially altered with loss of sinuosity and box cut banks (not a primary canal)
- 20) Artificial lake, lagoon, or pond used for agricultural or aquaculture operations
- 21) Established lake size is < 4 hectares, via best professional judgment, (not "dry")
- 22) GIS coverage incorrect, waterbody not present at random location
- 23) Waterbody within DEP permitted facility boundary
- 24) Random location lies at outfall of DEP permitted facility (site lies at the outfall point of effluent or in mixing zone ok.)
- 25) Random location falls outside reporting zone
- 26) Estuary
- 27) Changing resource type (including restoration areas) (resource type will definitely change prior to scheduled sampling. example: impoundment of a former river to form a lake.)
- 28) Stream segment is not connected to waters of the state
- 29) Drainage/irrigation ditch included in primary canal coverage

GROUND WATER SELECTION CRITERIA

Ground water: Although many different aquifers exist in the state, representing different geological situations, two major groups, confined and unconfined aquifers, will be sampled. For purposes of this definition, a semi-confined aquifer is considered as unconfined.

Inclusion

- 1) Site accessible either by foot / boat / vehicle.
- 2) Well construction information known: total depth, casing depth, casing material, well owner, screen/open hole interval, (optional) existing recent water quality data.
- 3) Well completed into proper ground water resource type (confined / unconfined). (Include method of determination for well type).
- 4) Well or facility with upgradient background well present in current list frame.
- 5) Well may have pre-sample pressure tank. However, add qualifier to comments that the well and tank have been purged per SOP protocols.

Exclusion

- 1) Well dry during index period (well consistently dry, purges dry or does not recover within 6 hours.)
- 2) Access denied by property/well owner
- 3) Unable to obtain permission from property/well owner
- 4) Required physical and/or geological information not available for well
- 5) Well damaged
- 6) Unsafe sampling conditions
- 7) Sampler cannot run in-place plumbing
- 8) Sample withdrawal location after filter or softener
- 9) Well nonfunctional as sampling device (well no longer serves as aquifer sampling device (i.e, destroyed).)
- 10) Cannot locate well (well cannot be found after ground truthing)
- 11) Unable to get equipment to random location
- 12) Sampler unable to get equipment into well
- 13) Well taps wrong resource
- 14) Well in zone of discharge of permitted facility
- 15) Well is not upgradient well at facility
- 16) Well falls outside of reporting unit

RECON PROCEDURES

- 1) Review sites supplied by DEP using the OGWIS internet application.
- 2) Obtain landowner permission to recon and sample site (if necessary).
- 3) Produce maps, or sketches of site using OGWIS or other methods to accurately locate site.
- 4) If necessary, visit site to determine whether it is the correct resource type, or if there is access to allow sample collection.
- 5) Provide written description of site, and whether site is suitable for sampling (see inclusion/exclusion criteria above).
- 6) Provide items 3) 5) to DEP Grant Manager in appropriate electronic format (paper sketch map, printout of OGWIS map or scanned JPEG-format file) for all visited sites, along with owner information (name, address, phone number).
- 7) GPS data collected during recon is unofficial and should only be used to relocate the site for sampling during the Index Period. The GPS data submitted to DEP for each sample site shall be collected, using high accuracy GPS equipment, at the time and location that the water quality sample is collected. Suggest using flagged tape or other non-destructive marker where appropriate to identify recon sites for subsequent sampling.
- 8) <u>Large and Small Lakes</u>: Recon fifteen (15) acceptable primary and five (5) acceptable alternate sites locate accessible boat ramp(s). Lake sites known to be both accessible and sampleable need not be physically visited during recon.
- 9) <u>Streams and Rivers</u>: Recon fifteen (15) acceptable primary and five (5) acceptable alternate sites per resource. River sites known to be both accessible and sampleable need not be physically visited during recon. Stream gauge levels should be monitored, wherever possible, to determine high and/or low water levels for sampling.
- 10) <u>Unconfined/Confined wells</u>: Recon twenty (20) acceptable primary and ten (10) acceptable alternate sites per resource.

DEP will provide 100 plus potential sites for recon, per resource type. Sites must be reconned in the order provided until twenty (20) for surface water (15 primary, 5 alternate) or thirty (30) for ground water (20 primary, 10 alternate) sampleable sites are documented. Should fewer than twenty (20) sampleable sites be located within the 100 plus potential sites provided, contact the DEP Grant Manager to determine whether further recon will be required, and as many suitable sites as possible will subsequently be sampled.

TASK IV - NETWORK REFINEMENT Costs included in Task I

Grantee staff will assist DEP in refinement and design of surface and ground water sampling networks. Grantee staff will acquire sampling easements as needed. DEP will procure additional gauging stations as needed. Changes to the network shall be mutually agreed upon in writing prior to implementation.

In order to maintain an up-to-date database on ground water wells that are potential candidates to be added to the DEP database (list frame), the Grantee is encouraged to submit a list of new confined and unconfined wells that have been permitted by the Grantee (or other responsible authority) on an annual basis. Wells should be submitted for the following year's list frame inclusion. Grantee staff will assist DEP staff in detecting and correcting errors or omissions in the well/station databases.

Candidate wells should meet the following minimum requirements:

- 1) Well accessible for sampling;
- 2) Well location known;
- 3) Casing material and casing depth known;
- 4) Total depth known;
- 5) Screened or open-holed interval known;
- 6) Well taps only one aquifer.

For a well to be included into the list frame database the following minimum information is required: station name, county, agency, USGS hydrologic unit, aquifer name (see list below), water resource (confined, unconfined), latitude, longitude, location method, locational datum, casing diameter, casing material, casing depth, total depth, and all contact information. A statement, describing why the well was selected for inclusion, should be supplied with the electronic data within the comment column for the well(s).

AQUIFER NAMES SURFICIAL AQUIFER SYSTEM SAND AND GRAVEL AQUIFER BISCAYNE AQUIFER INTERMEDIATE AQUIFER SYSTEM FLORIDAN AQUIFER SYSTEM, UPPER FLORIDAN AQUIFER SYSTEM, LOWER SUB-FLORIDAN CONFINING UNIT

TASK V - DATA MANAGEMENT AND DATA INTERPRETATION Costs included in Task I

Grantee staff will use OGWIS to access sites for Status network sampling. Sites that can be sampled should be documented and updated in the OGWIS database at the conclusion of recon and sampling. Data entry and review will follow written standard operating procedures and timetables that will be presented and discussed at DEP sanctioned IWRM meetings. Field data will be submitted to DEP in approved electronic format within thirty (30) days of the end of the sampling event. A sampling project within the STATUS Network is defined as the complete sampling of a resource within one reporting unit or basin. GWTV field data should be submitted with quarterly progress reports. DEP reserves the right to require the use of DEP-supplied field data entry software if data are not submitted in DEP-approved format. The Grantee will edit provisional data supplied by DEP to the Grantee and approve final release and distribution to the public. Grantee staff will also review and edit data interpretations regarding Watershed Monitoring Program data.

TASK VI - ATTEND PROGRAM MEETINGS AND TRAINING Costs included in Task I

One or more Grantee staff will participate in Watershed Monitoring Program meetings. Appropriate Grantee staff will participate in conference calls, and attend other meetings scheduled by DEP such as sampling courses, training workshops, or other meetings as required.

TASK VII – REPORTS Costs included in Task I

Progress Reports and payment requests are to be submitted every three months by the Grantee to the DEP Grant Manager. Quarterly Quality Assurance Reports and field data sheets should be included with the Quarterly Progress Reports. A Final Comprehensive Report that summarizes all tasks associated with this Agreement, including sampling site updates shall be submitted no later than June 30, 2017. A Quality Assurance Project Plan is on file with the Watershed Monitoring Section, but will be updated annually to reflect changes in staff and equipment.

REPORTING REQUIREMENTS

Each Progress Report shall indicate work performed during the reporting period, number of project samples completed, work scheduled for the next reporting period, include quarterly quality assurance reports, and note problems encountered and planned solutions.

PAYMENTS

The Grantee shall submit a Request for Payment every three (3) months, listing the number of samples completed and recon performed, in conjunction with progress reports as required herein. A final request must be submitted no later than July 15, 2017 to assure the availability of funding for final payment.

The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. If said deliverable is acceptable to the Department, the Request for payment will be processed.

TASK VIII – PURCHASE EQUIPMENT Cost Reimbursement Task Not to Exceed \$4,000.00

Itemize proposed equipment purchases under this Agreement costing \$1,000 or more below, and complete **Attachment K, Property Reporting Form**. The subsequent purchase of non-expendable equipment not listed below, costing \$1,000 or more is not authorized under this Agreement. However, the Department reserves the right to amend this Agreement to provide for equipment purchases in the event it is deemed necessary.

1) Two groundwater sampling pumps estimated at \$2,000 each.

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<u>MEMORANDUM</u>

TO:	Resource Management Committee
THROUGH:	Brett Cyphers, Executive Director Guy Gowens, Assistant Executive Director Nick Wooten, Director, Resource Management Division Jerrick Saquibal, Chief, Bureau of Hydrology and Engineering
FROM:	John Crowe, Hydrologist IV
DATE:	May 20, 2016
SUBJECT:	Informational Item - Completion of Stormwater Improvement Projects in the St. Andrew Bay Watershed

Starting in 2005, the Florida Legislature allocated funding to the District for implementation of St. Andrew Bay Surface and Water Improvement and Management (SWIM) projects. In 2013, District staff worked with local communities in the St. Andrew Bay watershed to identify stormwater improvement projects. In FY 2013-2014, the Governing Board approved \$3,873,654 for stormwater improvement projects in the following St. Andrew Bay communities: Panama City, Bay County, City of Parker, City of Callaway and the City of Mexico Beach. All the retrofit projects have been completed and provide treatment to stormwater runoff and improved water quality before it discharges to St. Andrew Bay.

ST. ANDREW DAT WATER QUALITY RESTORATION/RETROTT TROJECTS							
Project	Contract No.	Total Cost (\$)	NWFWMD Actual Cost (\$)	City/County Cost (\$)	NWFWMD Board Approval	Acres	Completion Date
Panama City – Vortex/Baffle Boxes	14-012	\$1,107,137.00	\$931,774.08	\$128,635.00	10/10/13	291	3/31/2014
Bay County - Ed Lee Rd. Stabilization	14-017	\$1,220,000.00	\$671,000.00	\$549,000.00	11/14/13	50	8/31/2015
City of Parker Water Quality/Drainage Improvements	14-030	\$1,051,425.94	\$1,013,475.94	\$37,950.00	02/13/14	181	3/16/2016
Callaway Water Quality/Drainage Improvements	14-031	\$893,617.48	\$705,217.48	\$188,400.00	02/13/14	40	12/31/2015
Mexico Beach - Baffle Box System	14-076	\$537,814.98	\$474,542.90	\$110,000.00	05/08/14	103	12/31/2015
GRAND TOTAL		\$4,809,995.40	\$3,796,010.40	\$1,013,985.00		665	

ST. ANDREW BAY WATER QUALITY RESTORATION/RETROFIT PROJECTS

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 projects will build upon these efforts, improving local conditions while also addressing state and regional watershed priorities.

<u>MEMORANDUM</u>

TO:	Lands Committee
THROUGH:	Brett Cyphers, Executive Director Guy Gowens, Assistant Executive Director
FROM:	William O. Cleckley, Director, Division of Land Management and Acquisition
DATE:	May 17, 2016
SUBJECT:	Consideration of Maintenance Agreement between the Board of County Commissioners of Walton County and Northwest Florida Water Management District

Recommendation:

Staff recommends the Governing Board approve the Maintenance Agreement between the Board of County Commissioners of Walton County and the Northwest Florida Water Mangement District.

Background:

On October 2, 1997, the District entered into a 20-year Maintenance Agreement with the Board of County Commissioners of Walton County for two local boat ramps on the Choctawhatchee River (Cow Lake Landing and Bruce Creek Landing) and through a subsequent amendment added three additional sites (River Landing Boardwalk, Seven Runs Creek Park and Dead River Landing) that are owned by the District. Through the current agreement, Walton County has provided labor and equipment for the installation, maintenance, and repair of improvements at these sites and associated parking areas. This includes, but is not limited to, structural modifications for stormwater management; construction, maintenance, and repair of boat ramps, and access routes to the property; maintenance of parking areas adjacent to recreation areas; general grounds maintenance includidng litter pick up and removal; and law enforcement services. Through this Maintenance Agreement, the District has had the ability to work with Walton County over the last 19 years to provide for the maintenance and management of these popular recreation areas and facilities.

The County Administrator, Mr. Larry Jones, recently contacted District staff and requested the District enter into a new maintenance agreement with Walton County for a 20-year term to assist the county in obtaining up to \$100,000 in grant funding for repairs and improvements to Dead River Landing Park. The current agreement expires in 2017, but to be eligible to receive grant funds, Walton County must have a 20-year agreement in place prior to receipt of grant funds. Upon approval of the agreement and if awarded grant funding, Walton County proposes to regrade and make improvements to the boat ramp. District staff will review and approve all proposed designs provided by Walton County before any work is initiated. The previous

agreement and subsequent amendment will terminate and the new agreement will supersede the previous agreement.

MAINTENANCE AGREEMENT

Between the

Board of County Commissioners of Walton County

and the

Northwest Florida Water Management District

This AGREEMENT is between the NORTHWWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 Water Management Drive, Havana, Florida 32333-4712, hereinafter called "DISTRICT" and the BOARD OF COUNTY COMMISSIONERS OF WALTON COUNTY, 76 North 6th Street, DeFuniak Springs, Florida 32433, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, the DISTRICT is the owner in fee simple of certain lands located in Walton County, Florida, hereinafter called the "Property", said Property being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, the DISTRICT is responsible for preserving and protecting the water resources of the Choctawhatchee River by preventing erosion and deterioration of water quality and for providing maintenance and management of recreational sites on the Property; and

WHEREAS, the COUNTY desires to assist the DISTRICT in enhancing general public recreational opportunities along the Choctawhatchee River by undertaking management, maintenance and erosion prevention responsibilities for boat ramps and recreation facilities on the Property as the parties may from time to time agree upon; and

WHEREAS, on October 2, 1997, the COUNTY and the DISTRICT entered into a Maintenance Agreement (the "1997 Agreement") under which the COUNTY agreed to provide labor and materials necessary to perform certain maintenance and modifications to boat ramps and recreation facilities, including erosion prevention responsibilities, on the Property;

WHEREAS, the DISTRICT and COUNTY both now desire to terminate the 1997 Agreement and any subsequent amendments, and hereby waive the 60 day written notice for termination as outlined in paragraph 13 thereof; and

WHEREAS, the DISTRICT and the COUNTY now desire to enter into this Agreement superseding and replacing in the entirety the 1997 Agreement and any subsequent amendments.

NOW THEREFORE, for and in consideration of the premises which are made a part of this Agreement and the mutual covenants, terms and conditions contained herein, the DISTRICT and the COUNTY agree as follows:

1. <u>Termination of 1997 Agreement</u>. The DISTRICT and the COUNTY hereby mutually agree to the termination of the 1997 Agreement and any subsequent amendments, notwithstanding any provisions for notice, and by the execution of this Agreement the 1997 Agreement and any subsequent amendments are hereby terminated and replaced in its entirety by this Agreement.

2. The DISTRICT agrees to make available to the COUNTY the Property shown in Exhibit "A", as well as means of ingress and egress across DISTRICT property, for use by the general public for general recreational purposes.

3. The DISTRICT agrees to prepare for the COUNTY detailed site plans for each recreational site as described in Exhibit "A" that, at a minimum, addresses stormwater management and erosion abatement, along with possible expansion of parking facilities.

4. The COUNTY agrees to provide labor and equipment for the installation, maintenance and repair of the improvements to be located on the Property as outlined in Exhibit A, including boat ramps, parking areas, and other recreational facilities that might be agreed to by both parties. Such responsibility shall include, but not be limited to, structural modifications for stormwater management as directed by the DISTRICT in its discretion; construction, maintenance and repair of boat ramps and access routes to the Property; maintenance of parking areas adjacent to recreation areas; general ground maintenance including litter pick up and removal; and the provision for such law enforcement services as are usual and customary in order to allow the safe and orderly public utilization of the Property.

5. Subject to mutual written agreement and to the availability of necessary funds, the COUNTY and DISTRICT shall provide other ancillary facilities such as, but not limited to, picnic and recreational facilities, as may be deemed necessary or desirable by the COUNTY and DISTRICT. Upon completion of such other ancillary facilities, if any, COUNTY agrees to assume maintenance responsibility for same.

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6. The COUNTY shall keep the Property and facilities maintained in accordance with all applicable Federal, State and local health and safety standards and kept in good repair to prevent undue deterioration, provide for safe public use and prevent water quality degradation of the Choctawhatchee River and its tributaries.

7. The DISTRICT and COUNTY covenant that they have full legal authority to enter into this Agreement and to develop, operate and maintain the Property, facilities and improvements in accordance with the terms of this Agreement.

8. The COUNTY expressly understands and agrees that the Property and surrounding land, in addition to being a component of the Property, is also managed and operated as part of a Wildlife Management Area by the Florida Fish and Wildlife Conservation Commission, and all regulations and rules for management and operation of the Property and facilities shall be in conformance with the rules and regulations, as may from time to time be amended, for operation and management of the Wildlife Management Area.

9. The DISTRICT reserves the right to prohibit or restrict access hours to facilities on the Property during periods of potential drought, flooding, fire hazard or other potential harm or disaster to said Property.

10. The DISTRICT and COUNTY shall each furnish a contact person who shall be responsible for coordination and resolution of problems arising from this Maintenance Agreement. The DISTRICT contact person shall be:

Director of Land Management and	d Acquisition (850)						
	539-5999						
(TITLE)	(PHONE NO.)						
81 Water Management Drive Havana, Florida 32333-4712							
(ADDRESS)							
	(TITLE) Havana, Florida 32333-4712						

The COUNTY contact person shall be:

Larry D. Jones	Administrator	(850) 892-8155		
(NAME)	(TITLE)	(PHONE NO.)		
76 North 6 th Street	DeFuniak Springs, F	lorida 32433		
	(ADDRESS)			

These contact persons or their representatives shall periodically jointly inspect the Property and, by mutual agreement, create work plans outlining needed development, maintenance and repair and improvement activities.

11. This Agreement is effective on June 9, 2016 and shall remain in effect for a period of twenty (20) years from the date hereof, though it may be extended by written agreement between the parties.

12. This Agreement may be terminated by the COUNTY or the DISTRICT upon thirty (30) days written notice to the other. In the event of such termination, the obligations of the parties hereunder shall cease, and the Property and all improvements located on the Property shall revert to the exclusive control of the DISTRICT.

13. This Agreement contains the complete agreement between the DISTRICT and the COUNTY and, as of the effective date hereof, shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. The parties may mutually agree at any time by written instrument to amend this Agreement or renew this Agreement. 14. Pursuant to s. 20.055(5), F.S., the COUNTY shall and agrees to cooperate with an inspector general in any investigation, audit, inspection, review, or hearing involving or related to a contract, bid, proposal, and application or solicitation for a contract.

15. In the event the COUNTY conducts restoration or improvements with a cost of \$50,000 or more at any of the recreational sites listed in Exhibit A, the COUNTY shall notify the DISTRICT and provide proper documentation for DISTRICT records upon completion of the project. Proper documentation shall include copies of purchase orders, invoices, and checks etc. for all payments made for the project (excluding staff charges).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers and agents.

DISTRICT: GOVERNING BOARD OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT COUNTY: BOARD OF COMMISSIONERS WALTON COUNTY

By:___

George Roberts, Chair

By:___

Sara Comander, Chairman

Exhibit "A"

The following lands along the Choctawhatchee River in Walton County are included in this Maintenance Agreement:

<u>Choctawhatchee River – Cow Lake Landing</u>: An approximately 5-acre recreational site and boat ramp located on the west side of the Choctawhatchee River in the South ¹/₂ of Section 7, Township 3 North, Range 16 West.

<u>Choctawhatchee River – River Landing Boardwalk</u>: An approximately 1-acre recreational site (public access bank fishing boardwalk) located on the west side of the Choctawhatchee River in the Southeasat ¼ of Section 35, Township 3 North, Range 17 West.

<u>Choctawhatchee River – Bruce Creek Landing</u>: An approximately 5-acre recreational site and boat ramp located on the north side of Bruce Creek in the Southeast ¹/₄ of Section 34, Township 3 North, Range 17 West.

<u>Choctawhatchee River – Seven Runs Creek Park</u>: An approximately 1-acre recreational site (picnic pavilion and portable toilet) located west of Highway 81 on the north side of Seven Runs Creek in the Northwest ¹/₄ of Section 35, Township 2 North, Range 17 West.

<u>Choctawhatchee River - Dead River Landing</u>: An approximately 5-acre recreational site and boat ramp located at the confluence of Seven Runs Creek and Dead River in the Northeast ¹/₄ of Section 36, Township 2 North, Range 17 West.

Along with any recreational and/or boat ramp sites subsequently acquired or identified by the District and mutually agreed to by the County and the District.

<u>MEMORANDUM</u>

TO:	Lands Committee
THROUGH:	Brett Cyphers, Executive Director Guy Gowens, Assistant Executive Director William O. Cleckley, Director, Division of Land Management and Acquisition
FROM:	Tyler L. Macmillan, Chief, Bureau of Land Management Operations
DATE:	May 20, 2016
SUBJECT:	Consideration of ITB 16B-005; 2016 Gainer Pond Timber Sale

Recommendation:

Staff recommends the Governing Board approve the bids submitted in response to Invitation to Bid 16B-005, and authorize the Executive Director to enter into an agreement for this timber sale with the high bidder, DeerPoint Timber Products, Inc. at the bid prices of \$12.20 per ton for Pine Pulpwood; \$24.00 per ton for Pine Chip-N-Saw; and \$30.00 per ton for Pine Saw Timber.

Background:

On April 27, 2016, the District posted Invitation to Bid No. 16B-005 for the 2016 Gainer Pond Timber Sale. This timber sale will result in the harvest of an estimated 13,809 tons of pine timber products from 141 acres in Bay County, as described below. These stands are also delineated on the attached Exhibit Maps.

Stand No.	Stand Name	County	Acres	Section	Township	Range
1	Sand Pine North	Bay	29	7	1 South	13 West
2	Sand Pine South	Bay	84	7	1 South	13 West
3	Slash Pine	Bay	28	5/8	1 South	13 West
		TOTAL	141			

HARVEST STANDS AND LOCATION

THINNING STANDS

Stand		Harvest					
No.	Stand Name	Method	Acres	Species	Age		
1	Sand Pine North	Clearcut	29	Sand Pine	25		
2	Sand Pine South	Clearcut	84	Sand Pine	25		
3	Slash Pine	Clearcut	28	Slash Pine	28		
Total 141							

On May 19, 2016, at 2:30 p.m. EDT, the District opened two sealed bids for the purchase of the designated timber products. The bids received are listed below.

A detailed breakdown of the bids with prices for each timber product is found in Exhibit A. The total estimated sale value amounts are listed below for your consideration.

BIDS RECEIVED	
Company	Total Estimated Sale Value*
Canal Wood, LLC	\$ 164,018.36
DeerPoint Timber Products, Inc	\$ 177,538.60

*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 A

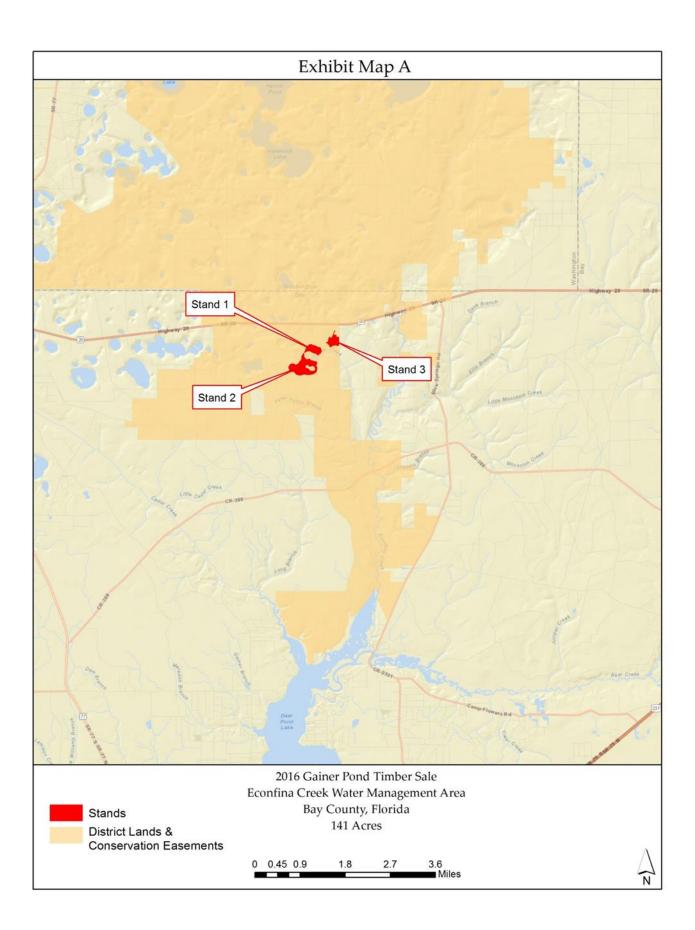
Bid Prices – NWFWMD ITB 16B-005

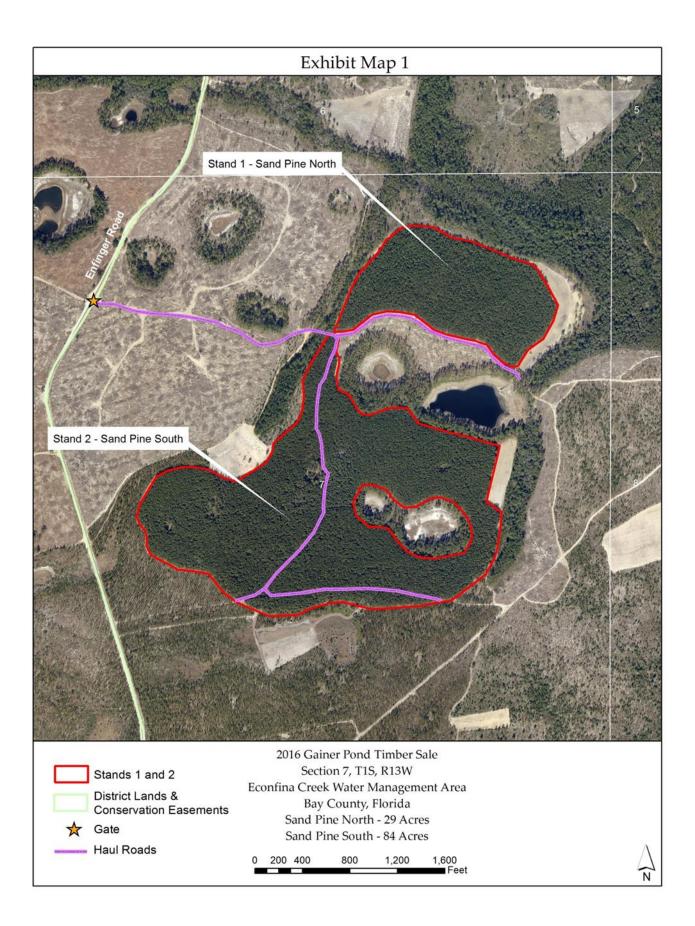
2016 Gainer Pond Timber Sale

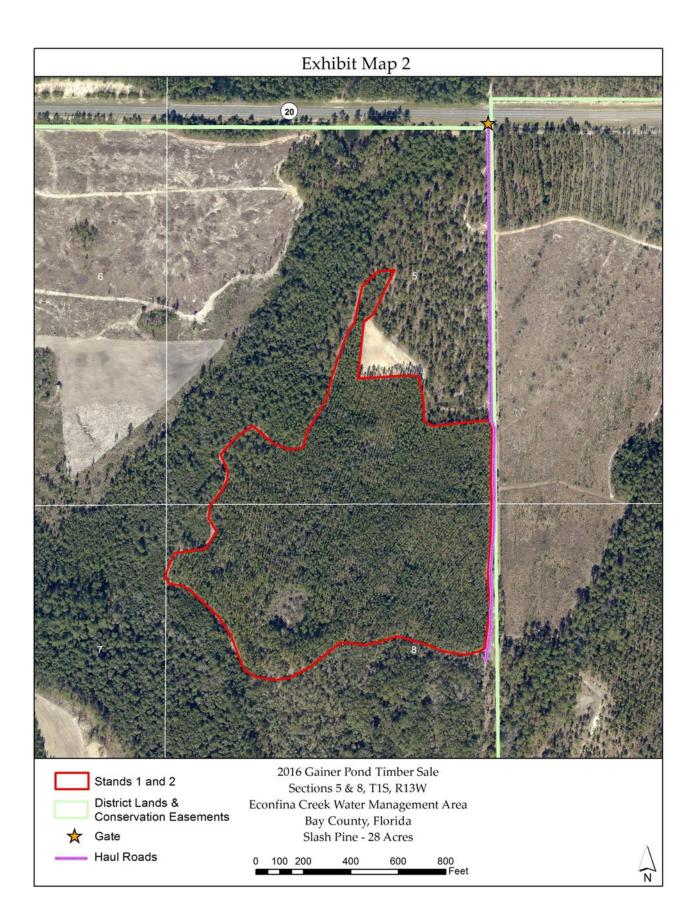
Bids Opened May 19, 2016; 2:30 P.M. EDT

		Canal	Wood, LLC	DeerPoint Timber Products, Inc.		
Product	Estimated Total Tons*	Bid Price/Ton	Total For Bid Comparison*	Bid Price/Ton	Total For Bid Comparison*	
Pine Pulpwood	13,073	\$11.32	\$ 147,986.36	\$ 12.20	\$159,490.60	
Pine Chip-N-Saw	672	\$ 21.00	\$ 14,112.00	\$ 24.00	\$16,128.00	
Pine Saw Timber	64	\$ 30.00	\$1,920.00	\$ 30.00	\$1,920.00	
Estimated	Sale Value*		\$164,018.36		\$177,538.60	

*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.







<u>MEMORANDUM</u>

TO:	Lands Committee
THROUGH:	Brett Cyphers, Executive Director Guy Gowens, Assistant Executive Director William O. Cleckley, Director, Division of Land Management and Acquisition
FROM:	Tyler L. Macmillan, Chief, Bureau of Land Management Operations
DATE:	May 24, 2016
SUBJECT:	Consideration of ITB 16B-009 for 2015 Pine and Hardwood Tree Eradication Services

Background

On May 11, 2016, the District issued an Invitation to Bid to prospective contractors to conduct pine and hardwood tree eradication services on District lands located within the Choctawhatchee River, Econfina Creek, and Phipps Park Water Management Areas (WMAs) and the Ward Creek West wetlands mitigation tract (see attached location maps).

Seven stands totaling 1,080 acres will receive eradication treatment to reduce sand and slash pine and hardwood competition in an effort to improve tree growth and habitat areas that have been planted with slash and longleaf pine, and to eliminate hardwood growth that is impeding management of some of these areas with prescribed fire.

The District has conducted a number of eradication projects in past years to remove volunteer off-site sand pine regeneration from longleaf/wiregrass habitat restoration sites and to remove competing hardwoods. The District eradicates competing pines and hardwood trees in this manner because they directly compete with longleaf pines (and groundcover species) for sunlight, nutrients and moisture, especially offsite "volunteer" sand pine. In addition, the eradication activities enhance wildlife habitat for species such as gopher tortoises, Sherman's fox squirrels, deer, and turkeys, among others. In many instances, sand pine trees and small upland hardwoods can be managed (eliminated or reduced) through the use of prescribed fire, but in these stands the prescribed fires do not produce enough heat to kill the competing trees because the stands currently lack groundcover fuel continuity. In addition, prescribed fire parameters suitable to induce mortality in these trees would often fall outside of the parameters allowed by the Florida Forest Service for issuing prescribed fire authorizations and would most likely damage or kill existing longleaf pine seedlings/saplings. Broadcast herbicide (chemical) treatment is not a viable option since the herbicide treatment would

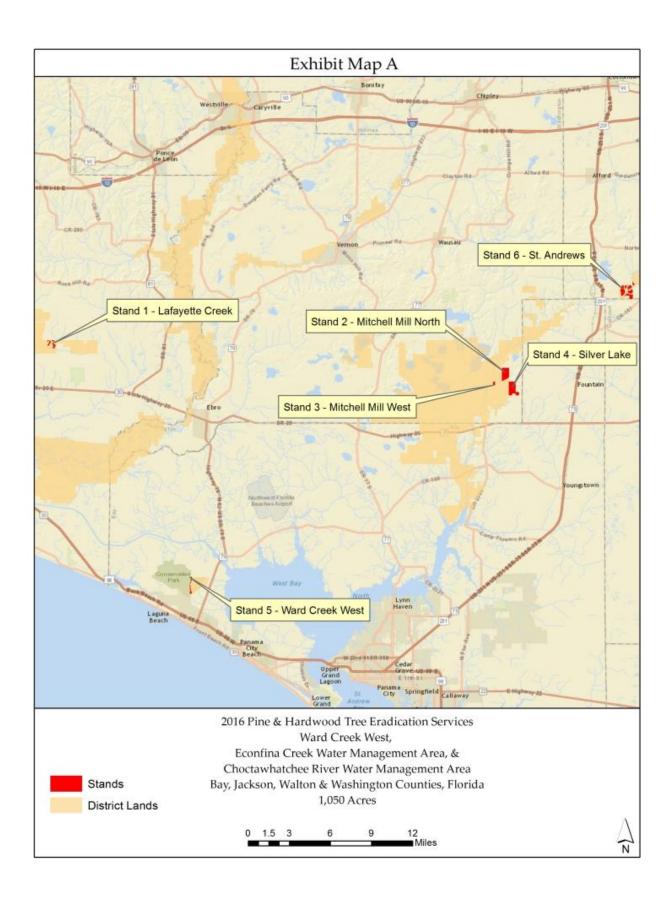
eliminate all vegetation on the sites. Eradication operations that utilize heavy equipment are also not viable on these sites because such operations are more costly and would result in damage to the young longleaf pine trees and natural wiregrass groundcover we have planted.

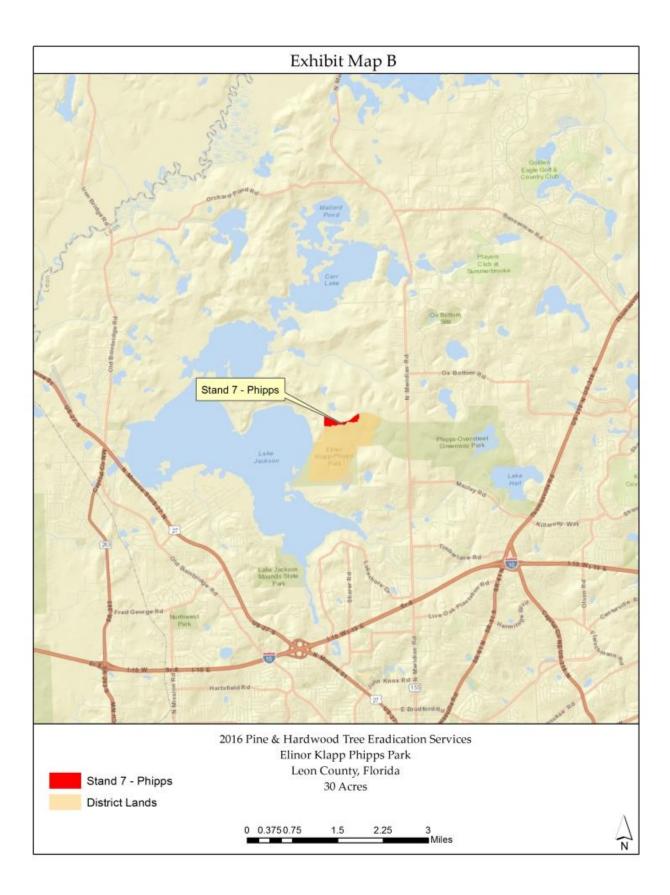
The most viable and lowest cost eradication option to eliminate these undesirable trees is to utilize hand labor crews. As such, staff has identified approximately 1,080 acres where sand pine and hardwood tree eradication services are required this year. Staff has recommended to contractors that, depending on stem size, these trees be eradicated utilizing devices such as a grass trimmer/blade, brush cutter, clearing saw, machete, bush hook or chain saw. The contractor will be required to fell the trees in place, while taking care to avoid damage to existing longleaf pine seedlings and saplings. As appropriate, staff will follow up with fuel reduction/pine release prescribed burns during the dormant season (winter), which should consume most of the tree debris associated with these eradication services.

The county, stand number, location, and number of acres per stand are listed below for your information.

County	Stand #	Section	Township	Range	Acres
Walton	1	5	1 S	18W	73
Washington	2	14	1N	13W	274
Washington	3	22	1N	13W	22
Washington	4	24	1N	13W	334
Bay	5	1 36	3S 2S	17W 17W	48
Jackson	6	9/17	2N	11W	299
Leon	7	25/26/35	2N	$1 \mathbf{W}$	30
				TOTAL	1,080

On June 6, 2016, at 2:30 p.m. EDT, the District will conduct the bid opening for the 2016 Pine and Hardwood Tree Eradication Services project. The results of the bid opening will be provided in a supplement for the Lands Committee at the June 9, 2016, meeting.





NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT GOVERNING BOARD MEETING MINUTES

District Headquarters 81 Water Management Drive Havana, FL 32333

Thursday May 12, 2016

Governing Board Members Present George Roberts, Chair Jerry Pate, Vice Chair Gus Andrews Marc Dunbar Ted Everett Nick Patronis Bo Spring Governing Board Members Absent John W. Alter, Secretary-Treasurer Jon Costello

1. Opening Ceremonies

Chair Roberts called the meeting to order at 1:04 p.m. ET. Mr. Cyphers called the roll and a quorum was declared present.

2. Additions, Deletions or Changes to the Agenda

There were no additions, deletions, or changes to the agenda.

3. Approval of the Minutes for April 14, 2016

MOTIONED BY VICE CHAIR PATE, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE THE APRIL 14, 2016, GOVERNING BOARD MEETING MINUTES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

4. Approval of the Financial Reports for the Month of March 2016

MOTIONED BY MR. PATRONIS SECONDED BY VICE CHAIR PATE, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF MARCH 2016. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Consideration of Acceptance of the Audited Financial Statements for Fiscal Year 2014-2015

MOTIONED BY MR. PATRONIS, SECONDED BY VICE CHAIR PATE, THAT THE GOVERNING BOARD ACCEPTS THE DISTRICT'S SEPTEMBER 30, 2015, AUDITED FINANCIAL STATEMENTS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. <u>Consideration of Resolution No. 812 Amending the Fiscal Year 2015-2016 Budget</u> – <u>Amendment No. 2 – Realignment of Budget</u>

MOTIONED BY VICE CHAIR PATE, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 812 AMENDING THE FISCAL YEAR 2015-2016 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED. 7. Open Government Overview

Informational Purposes only.

8. <u>Consideration of Florida Fish and Wildlife Conservation Commission Annual Work Plan and Budget</u> for the Sand Hill Lakes Mitigation Bank Cooperative Management Agreement

MOTIONED BY VICE CHAIR PATE, SECONDED BY MR. EVERETT, THAT THE GOVERNING BOARD APPROVE THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FISCAL YEAR 2016-2017 WORK PLAN AND BUDGET FOR THE SAND HILL LAKES MITIGATION BANK COOPERATIVE MANAGEMENT AGREEMENT, SUBJECT TO APPROVAL OF THE DISTRICT'S FISCAL YEAR 2016-2017 BUDGET IN SEPTEMBER 2016. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Proclamation for May's 'Water Reuse Week'

MOTIONED BY VICE CHAIR PATE, SECONDED MR. SPRING, THAT THE GOVERNING BOARD PROCLAIM MAY 15-21 AS WATER REUSE WEEK. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Overview of Walsingham Park Shoreline Restoration and Protection Project: Econfina Creek WMA

Informational Purposes only.

11. Legal Counsel Report

No legal matters to discuss.

Meeting was adjourned at 2:18 p.m. ET.

Chair

Date

Executive Director

Agency Clerk

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT Financial Report Summary Statement of Receipts, Disbursements & Cash Balances For Month Ending April 30, 2016

Balance Forward - Operating Funds		\$52,581,797.98		
Operating Funds Received in current month:				
Revenue Receipts, Current Contracts Receivable Other Deposits/Refunds/Adjustments Transfers from Lands Accounts Total Deposits during month	\$206,378.63 125,838.19 16,826.95 0.00		349,043.77	
Total Deposits and Balance Forward				\$ 52,930,841.75
Disbursements: Employee Salaries Employee Benefits Employee Flexible Spending Account Contractual Services (Professional) Operating Expenses - Services Operating Expenses - Commodities Operating Capital Outlay Grants and Aids		_	774,559.16 223,477.60 0.00 213,528.43 81,607.08 13,363.33 9,146.81 314,025.86	
Total Operating Expenses during month			1,629,708.27	
Payables, Prior Year Other Disbursements or (Credits)			0.00 21,527.44	
Total Funds Disbursed by check during month			1,651,235.71	
Bank Debits (Fees, Deposit Slips, etc.) Transfer to Land Acquisition Account			264.00 0.00	
Total Funds Disbursed				1,651,499.71
Cash Balance Operating Funds at month end				\$ 51,279,342.04
Operating Depositories:				
Petty Cash Fund General Fund Checking @ 0.2% Payroll Account Pensacola Account Investment Accounts @ 0.59% General Fund Lands Fee Fund SWIM Fund Springs Protection Mitigation Fund		_	250.25 59,107.16 4,725.99 0.00 28,113,058.44 5,808,819.62 1,072,124.43 54.29 16,221,201.86	
Total Operating Depositories at month end		\$	51,279,342.04	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT Financial Report Summary Statement of Receipts, Disbursements & Cash Balances For Month Ending April 30, 2016

Land Acquisition Funds @ 0.59% Total Land Acquisition Funds	\$ 483,593.35	483,593.35
Restricted Land Management Funds: Phipps Land Mgmt @ 0.59% Total Land Management Funds	152,201.59	152,201.59
Total Land Acquisition and Restricted Land Management Funds		635,794.94
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u>\$ 51,915,136.98</u>

Approved: ____

Chairman or Executive Director

Date: _____ June 9, 2016_____

Northwest Florida Water Management District Statement of Sources and Uses of Funds For the Period ending April 30, 2016 (Unaudited)

	Current Budget		4	Actuals Through 4/30/2016		Variance under)/Over Budget	Actuals As A % of Budget
Sources							
Ad Valorem Property Taxes	\$	3,433,785	\$	3,039,532	\$	(394,253)	89%
Intergovernmental Revenues		34,132,058		9,198,062		(24,933,996)	27%
Interest on Invested Funds		42,650		114,716		72,066	269%
License and Permit Fees		332,500		241,259		(91,241)	73%
Other		2,248,652		443,907		(1,804,745)	20%
Fund Balance		35,736,267				(35,736,267)	0%
Total Sources	\$	75,925,912	\$	13,037,476	\$	(62,888,436)	17%

	Current					Available		
	Budget	Ε	xpenditures	E	ncumbrances ¹	Budget	%Expended	%Obligated ²
Uses								
Water Resources Planning and Monitoring	\$ 7,097,878	\$	2,143,773	\$	141,421	\$ 4,812,684	30%	32%
Acquisition, Restoration and Public Works	38,668,135		4,884,662		101,036	33,682,437	13%	13%
Operation and Maintenance of Lands and Works	3,921,175		1,504,005		271,564	2,145,606	38%	45%
Regulation	3,882,130		1,884,130		54,476	1,943,524	49%	50%
Outreach	180,324		97,511		-	82,813	54%	54%
Management and Administration	 2,025,482		1,133,220		14,629	877,633	56%	57%
Total Uses	\$ 55,775,124	\$	11,647,300	\$	583,127	\$ 43,544,697	21%	22%
Reserves	 20,150,788					20,150,788	0%	0%
Total Uses and Reserves	\$ 75,925,912	\$	11,647,300	\$	583,127	\$ 63,695,485	15%	16%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

This unaudited financial statement is prepared as of April 30, 2016, and covers the interim period since the most recent audited financial statements.

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

APRIL 2016

CHECKS	4/7/2016	66,149.79
AP EFT CHECKS	4/8/2016	16,238.34
CHECKS	4/14/2016	217,983.94
AP EFT CHECKS	4/15/2016	2,218.97
CHECKS	4/21/2016	282,344.65
AP EFT CHECKS	4/22/2016	933.50
CHECKS	4/28/2016	211,273.10
AP EFT CHECKS	4/29/2016	1,274.02
VOIDED CHECK	4/7/2016	-14,676.00
RETIREMENT		50,369.97

\$ 834,110.28

Chairman or Executive Director

<u>June 9, 2016</u> Date

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4812	ALL AMERICAN RENTALS, INC.	04/07/2016	140.00	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	04/07/2016	140.00	PORTABLE TOILETS
4180	BA MERCHANT SERVICES	04/07/2016	203.88	TRANSACTION FEES FOR E-PERMITT
5177	CAPITAL CITY AUTOMOTIVE, LLC	04/07/2016	45.91	OPEN PURCHASE ORDER FOR REG-CA
5177	CAPITAL CITY AUTOMOTIVE, LLC	04/07/2016	50.85	OPEN PURCHASE ORDER FOR REG-CA
5177	CAPITAL CITY AUTOMOTIVE, LLC	04/07/2016	50.85	OPEN PURCHASE ORDER FOR POOL V
5177	CAPITAL CITY AUTOMOTIVE, LLC	04/07/2016	50.85	OPEN PURCHASE ORDER FOR REG-CA
4227	CHARLES GARNER	04/07/2016	300.00	FESCO DISK HARROW REPAIRS
45	DMS	04/07/2016	5.16	SUNCOM
45	DMS	04/07/2016	6,870.90	INTERNET-ALL
45	DMS	04/07/2016	1,909.36	ST JOHNS CONNECTION
2702	FISH AND WILDLIFE	04/07/2016	3,169.74	LAW ENFORCEMENT/SECURITY SERVI
3266	LOWE'S COMPANIES INC.	04/07/2016	627.50	QUIKRETE
3266	LOWE'S COMPANIES INC.	04/07/2016	1,606.70	MATERIALS FOR POLE BARN - EFO
63	NORTHWEST FLORIDA DAILY NEWS	04/07/2016	133.79	LEGAL ADS
63	NORTHWEST FLORIDA DAILY NEWS	04/07/2016	125.84	NEWSPAPER AD FOR ITB#16B-003 W
71	PETTY CASH	04/07/2016	107.88	PETTY CASH
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	04/07/2016	3,801.60	PUBLIC RECREATION SITE CLEAN U
5242	MARSIGLIO & MURPHY DESIGN GROUP, INC.	04/07/2016	10,226.00	SUNRISE SOFTWARE PURCHASE FOR
5242	MARSIGLIO & MURPHY DESIGN GROUP, INC.	04/07/2016	4,450.00	CONSULTING SERVICES FOR RESERV
5242	MARSIGLIO & MURPHY DESIGN GROUP, INC.	04/07/2016	9,000.00	ENTERPRISE CMS HOSTING, SUPPOR
3696	URS CORPORATION	04/07/2016	2,827.52	FLOOD INFORMATIN PORTAL AND LI
4557	VERIZON WIRELESS	04/07/2016	840.40	JETPACKS
75	WALTON COUNTY PROPERTY APPRAISER	04/07/2016	1,659.15	3RD QTR FY 15-16
5271	ANDY WELLS	04/07/2016	16,500.00	AGRICULTURAL BMP COST SHARE AG
4774	JOHN T WILLIAMSON	04/07/2016	170.00	JANITORIAL SERVICES FOR THE WF
4651	PANAMA CITY CYCLES, INC	04/07/2016	1,135.91	REPAIR SUZUKI KING QUAD 750
	TOTAL CHECKS		66,149.79	
4961	PETER FOLLAND	04/08/2016	110.00	TRAVEL REIMBURSEMENT
273	W. G. GOWENS	04/08/2016	327.00	TRAVEL REIMBURSEMENT
3942	A & W VENTURES, L.C.	04/08/2016	151.34	PORTABLE TOILET FOR PHIPPS PAR
3921	KOUNTRY RENTAL, INC.	04/08/2016	5,985.00	RENTAL, LEASE, AND SERVICE OF
3813	PENNINGTON, P.A.	04/08/2016	9,555.00	LEGAL COUNSEL
3823	KENNETH ANDREW ROACH	04/08/2016	110.00	TRAVEL REIMBURSEMENT
	TOTAL ACH TRANSFER		16,238.34	
	TOTAL AP		<u> </u>	

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
2967	BANK OF AMERICA	5,633.46	P-CARD PURCHASES	04/14/2016
5117	CONSTANT CONTACT, INC.	196.00	EMAIL MANAGEMENT SOFTWARE FOR	04/14/2016
45	DMS	73.56	PHONES-MILTON	04/14/2016
45	DMS	37.04	AUDIO CONFERENCING/GO TO MEETING	04/14/2016
4300	DYER, RIDDLE, MILLS & PRECOURT, INC.	1,950.00	PROFESSIONAL SURVEYING SERVICE	04/14/2016
3424	DURRA-QUICK-PRINT INC.	135.00	BUSINESS CARDS-ABDEL-WAHAB	04/14/2016
4748	EAST MILTON WATER SYSTEM	17.59	WATER-MFO	04/14/2016
5346	EXPERT TUNE	971.05	TIRES FOR WMD-2424	04/14/2016
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	8,827.86	FUEL	04/14/2016
2190	FL. DEPT. OF TRANSPORTATION	54,800.00	REIMBURSEMENT OF FUNDS	04/14/2016
349	GADSDEN COUNTY PROPERTY APPRAISER	903.26	3RD QTR FY 15-16	04/14/2016
391	GADSDEN COUNTY TAX COLLECTOR	33.10	REPLACEMENT LICENCE PLATE FOR	04/14/2016
916	GULF POWER COMPANY	415.46	ELECTRIC-MILTON	04/14/2016
916	GULF POWER COMPANY	549.09	ELECTRIC-CRESTVIEW	04/14/2016
2804	H & S TRUCK REPAIR, INC.	463.85	WMD 1256 REPAIRS	04/14/2016
3193	INSURANCE INFORMATION EXCHANGE	90.10	BACKGROUND INVESTIGATIONS	04/14/2016
61	JACKSON COUNTY FLORIDAN	150.50	LEGAL ADS	04/14/2016
2299	LIBERTY COUNTY SOLID WASTE	28.00	SOLID WASTE-FL RIVER	04/14/2016
3266	LOWE'S COMPANIES INC.	305.74	GENERAL OPERATING SUPPLIES	04/14/2016
5227	MAC'S AUTO SERVICE	45.91	OPEN PURCHASE ORDER FOR REG-MF	04/14/2016
1205	OFFICE DEPOT, INC.	136.59	OFFICE SUPPLIES	04/14/2016
288	OKALOOSA CO. PROPERTY APPRAISER	2,031.17	3RD QTR FY 15-16	04/14/2016
5344	PARKER SERVICES, INC.	3,528.00	REPLACE A/C EQUIPMENT FOR LAB	04/14/2016
4368	PROFESSIONAL HEALTH EXAMINERS	41.75	LABORATORY TESTING	04/14/2016
5251	RANDSTAD NORTH AMERICA, INC.	1,356.02	STAFF AUG SERVICES	04/14/2016
5183	ROBERT J YOUNG COMPANY, INC	1,486.79	ANNUAL MAINTENANCE AGREEMENTS	04/14/2016
110	TALQUIN ELECTRIC COOPERATIVE, INC.	3,724.12	ELECTRIC-HQ	04/14/2016
5100	TECHNISOURCE, INC	2,240.00	EXCHANGE 2013	04/14/2016
5245	TOWN OF WESTVILLE	2,000.00	WATER MAIN REPLACEMENT PROJECT	04/14/2016
5245	TOWN OF WESTVILLE	124,814.43	WATER MAIN REPLACEMENT PROJECT	04/14/2016
4628	US FOREST SERVICE	336.00	UPLAND WIREGRASS TESTING	04/14/2016
5218	WAGEWORKS, INC.	127.50	ADMIN FEE FOR FSA	04/14/2016
2441	WALTON COUNTY BOARD OF COUNTY COMMISSIONERS	170.00	APPLICATION #17299-1 FEE REFUN	04/14/2016
2320	YSI INCORPORATED	365.00	REPAIR OF WATER QUALITY SENSOR	04/14/2016

TOTAL CHECKS

217,983.94

4125	KATHLEEN COATES	219.13	TRAVEL REIMBURSEMENT	04/15/2016
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	962.84	MAINTANANCE - MONITORING HQ	04/15/2016
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	35.00	MONITORING FOR CRESTVIEW & IT	04/15/2016
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	30.00	MONITORING FOR CRESTVIEW & IT	04/15/2016
4607	MAIL FINANCE INC	126.00	MAILING SYSTEM LEASE FOR CRV	04/15/2016
2268	INNOVATIVE OFFICE SOLUTIONS, INC	846.00	PHONE MAINTENANCE	04/15/2016
	TOTAL ACH TRANSFER	2,218.97		

TOTAL AP

220,202.91

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
4522	AECOM TECHNICAL SERVICES, INC	2,500.00	FEMA MAP MODERNIZATION - TECHN	04/21/2016
4522	AECOM TECHNICAL SERVICES, INC	18,100.00	FEMA MAP MODERNIZATION - TASK 16	04/21/2016
4522	AECOM TECHNICAL SERVICES, INC	23,826.36	FEMA MAP MODERNIZATION - TASK 15	04/21/2016
4923	JOHN ALTER	61.41	BOARD TRAVEL	04/21/2016
3293	ANGUS ANDREWS	107.69	BOARD TRAVEL	04/21/2016
2967	BANK OF AMERICA	150.00	REGISTRATION FEE FOR WEBINAR	04/21/2016
325	BAY CO. PROPERTY APPRAISER	2,086.01	3RD QTR FY 15-16	04/21/2016
5125	CITY OF PARKER	69,048.45	WATER SYSTEM IMPROVEMENTS	04/21/2016
3289	CITY OF TALLAHASSEE	37.58	LAKESHORE	04/21/2016
5349	COUCH AGGREGATES LLC	9,000.00	APPLICATION #17310-1 FEE REFUN	04/21/2016
45	DMS	1,256.27	PHONES-CARR	04/21/2016
45	DMS	1,307.80	PHONES-CRESTVIEW	04/21/2016
45	DMS	3.11	LONG DISTANCE-MILTON	04/21/2016
4855	ENVIRON SERVICES INCORPORATED	2,127.00	JANITORIAL SERVICES, HEADQUART	04/21/2016
4031	FLORIDA WATER RESOURCES JOURNAL	24.00	FLORIDA WATER RESOURCES JOURNA	04/21/2016
4273	ROBERT T. MIXON	170.99	FIRE BOOTS FOR MIKE KENT	04/21/2016
4273	ROBERT T. MIXON	180.00	FIRE BOOTS FOR DAN WESLEY	04/21/2016
3759	FORD FARMS	19,718.05	AGRICULTURAL BMA COST SHARE AG	04/21/2016
839	FORESTRY SUPPLIERS, INC.	177.93	OPERATIONS AND SAFETY SUPPLIES	04/21/2016
5180	GK HOLDINGS, INC	2,465.25	WEB DEVELOPMENT TRAINING FOR J	04/21/2016
2291	GULF COAST ELECTRIC COOPERATIVE, INC	252.98	ELECTRIC-ECONFINA	04/21/2016
666	JEFFERSON COUNTY PROPERTY APPRAISER	223.84	3RD QTR FY 15-16	04/21/2016
5173	KIMBERLY BISHOP FARMS, INC.	23,501.18	AGRICULTURAL BMP COST SHARE AG	04/21/2016
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1,300.44	LEASE FOR COPIER OUTSIDE ACCOU	04/21/2016
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	514.87	COPIER LEASE FOR ECONFINA OFFI	04/21/2016
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	917.08	LEASE FOR REG COPIER	04/21/2016
4952	LAW, REDD, CRONA & MUNROE, P.A.	4,806.00	INSPECTOR GENERAL SERVICES ENG	04/21/2016
76	LEON COUNTY PROPERTY APPRAISER	2,394.24	3RD QTR FY 15-16	04/21/2016
277	LIBERTY CO. PROPERTY APPRAISER	310.71	3RD QTR FY 15-16	04/21/2016
4986	PATRICIA LUJAN	7,374.16	CRESTVIEW LEASE	04/21/2016
5278	EDWARD JAMES MCWHITE	75.00	SECURITY DETAIL FOR APRIL 2016	04/21/2016
5338	CLYDE R MONEYHAM, JR.	32,662.50	AGRICULTURAL BMP COST SHARE AG	04/21/2016
4090	JERRY PATE	162.87	BOARD TRAVEL	04/21/2016
4849	NICK PATRONIS	81.88	BOARD TRAVEL	04/21/2016
3960	GEORGE ROBERTS	81.88	BOARD TRAVEL	04/21/2016

4091	THE SHOE BOX	123.49	SAFETY WORK BOOTS	04/21/2016
4720	SOUTHWOOD SHARED RESOURCE CENTER	2,097.30	OFFSITE DATA STORAGE	04/21/2016
5100	TECHNISOURCE, INC	640.00	EXCHANGE 2013	04/21/2016
3696	URS CORPORATION	22,466.70	OCHLOCKONEE RIVER FLOODPLAIN M	04/21/2016
4557	VERIZON WIRELESS	4.23	MACHINE TO MACHINE	04/21/2016
4557	VERIZON WIRELESS	153.01	CELL PHONES	04/21/2016
3754	WEST FLORIDA RC&D COUNCIL, INC	17,781.25	WEST FLORIDA RESOURCE CONSERVA	04/21/2016
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	12,019.80	LAW ENFORCEMENT/SECURITY SERVI	04/21/2016
4038	WINDSTREAM COMMUNICATIONS	51.34	800#S AND EFO LONG DISTANCE	04/21/2016

282,344.65

4944	BRETT CYPHERS	110.00	TRAVEL REIMBURSEMENT	04/22/2016
4961	PETER FOLLAND	135.00	TRAVEL REIMBURSEMENT	04/22/2016
273	W. G. GOWENS	110.00	TRAVEL REIMBURSEMENT	04/22/2016
4607	MAIL FINANCE INC	126.00	MAILING SYSTEM LEASE FOR CARR,	04/22/2016
3921	KOUNTRY RENTAL, INC.	207.50	CLEANING OF ECONFINA OFFICE	04/22/2016
3823	KENNETH ANDREW ROACH	135.00	TRAVEL REIMBURSEMENT	04/22/2016
5292	ANDREW RUTLEDGE	110.00	TRAVEL REIMBURSEMENT	04/22/2016
	TOTAL ACH TRANSFER	933.50		

TOTAL AP

TOTAL CHECKS

<u>283,278.15</u>

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3917	STA OF TALLAHASSEE, INC	04/28/2016	650.00	PARTS AND LABOR FOR LARGE SCAN
4832	ASSURANT EMPLOYEE BENEFITS	04/28/2016	217.56	PREPAID DENTAL-ACCOUNT 4
4832	ASSURANT EMPLOYEE BENEFITS	04/28/2016	4,598.88	REGULAR DENTAL-ACCOUNT 4
4834	ASSURANT EMPLOYEE BENEFITS	04/28/2016	924.92	AD&D LIFE INSUR
4833	ASSURANT EMPLOYEE BENEFITS	04/28/2016	1,101.06	VOL LTD
95	AT&T	04/28/2016	398.74	PHONES-ECONFINA
4662	AUTO CLINIC OF MARIANNA, INC	04/28/2016	364.89	REPAIRS TO WMD0068
5351	JOHN R. BAKER	04/28/2016	150.00	WELL PERMITTING FEES REFUND
2992	BANK OF AMERICA	04/28/2016	492.12	PAYMENT PORTEL FOR E-PERMITTIN
2992	BANK OF AMERICA	04/28/2016	292.01	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	04/28/2016	1,508.20	ACCOUNT ANALYSIS
1627	BAY COUNTY CLERK OF COURT	04/28/2016	205.50	RECORDING FEES FOR DRC
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	04/28/2016	457.86	MEIDCARE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	04/28/2016	55,628.54	EMPLOYEE MEDICAL
3977	CALHOUN COUNTY BOCC	04/28/2016	8,000.00	CATALYST SITE/INDUSTRIAL PARK
1617	CAPITAL HEALTH PLAN	04/28/2016	77,976.23	MEDICAL INSURANCE
3524	CITY OF CRESTVIEW	04/28/2016	40.85	WATER/SEWER CRESTVIEW
4676	CITY OF MILTON FLORIDA	04/28/2016	35.50	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	04/28/2016	17.86	SEWER-MILTON
319	THE COUNTY RECORD	04/28/2016	29.00	LEGAL ADS
3784	CULLIGAN WATER SERVICES, INC	04/28/2016	50.00	WELL PERMITTING FEES REFUND
2241	DEPT. OF THE INTERIOR - USGS	04/28/2016	37,045.00	STREAM AND RIVER GAUGING
3424	DURRA-QUICK-PRINT INC.	04/28/2016	55.00	BUSINESS CARDS
5030	F.I. MOTORS LLC	04/28/2016	37.75	OPEN PURCHASE ORDER FOR REG-EF
3287	FASTENER SERVICE INC.	04/28/2016	392.50	FASTENERS
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	04/28/2016	31.92	FAR ADS FY 2016 BOARD MEETINGS
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	04/28/2016	49.56	FAR AD FOR SWIM TAC MEETINGS
65	GADSDEN COUNTY TIMES	04/28/2016	42.41	LEGAL ADS
3003	HAVANA FORD, INC.	04/28/2016	148.51	R & M VEHICLE REPAIR- TAG #WMD
5327	KINGLINE EQUIPMENT, INC.	04/28/2016	201.84	PARTS FOR TRACTOR MULCHER AND
3266	LOWE'S COMPANIES INC.	04/28/2016	(97.50)	REFUND FROM PO 160406
3266	LOWE'S COMPANIES INC.	04/28/2016	403.40	OPERATING SUPPLIES FOR MILTON
4600	MYTHICS, INC.	04/28/2016	2,467.24	ORACLE SUPPORT
1205	OFFICE DEPOT, INC.	04/28/2016	18.22	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	04/28/2016	5.09	OFFICE SUPPLIES
4294	PANHANDLE KEY & SAFE, INC.	04/28/2016	840.00	LOCKS
4081	POT-O-GOLD RENTALS, LLC	04/28/2016	1,275.00	PORTABLE TOILETS
5352	FERNANDO RECIO	04/28/2016	285.55	REIMBURSEMENT FOR INSURANCE OV

	TOTAL CHECKS		211,273.10	
3048	YATES CONTRACTING, INC.	04/28/2016	4,991.00	EARTHEN FILL DIRT
4626	WASTE PRO OF FLORIDA, INC	04/28/2016	156.69	SOLID WASTE- HQ
4557	VERIZON WIRELESS	04/28/2016	151.38	CELL PHONES
3454	USDA, APHIS, WILDLIFE SERVICES	04/28/2016	5,392.32	COOPERATIVE SERVICES AGREEMENT
2808	THAT BOOT STORE	04/28/2016	175.50	SAFETY BOOTS FOR PRESCRIBED BU
2808	THAT BOOT STORE	04/28/2016	200.00	LEATHER BOOTS FOR PRESCRIBED B
5100	TECHNISOURCE, INC	04/28/2016	2,560.00	EXCHANGE 2013
5100	TECHNISOURCE, INC	04/28/2016	1,280.00	EXCHANGE 2013
3332	TALL TIMBERS RESEARCH, INC.	04/28/2016	25.00	RENTAL FEE FOR WAGON TO PROVID

4845	CALHOUN COUNTY SHERIFF'S OFFICE	04/29/2016	728.40	CALHOUN CO SHERIFF-LAW ENFCMT/
4944	BRETT CYPHERS	04/29/2016	286.62	TRAVEL REIMBURSEMENT
4607	MAIL FINANCE INC	04/29/2016	259.00	MAILING SYSTEM LEASE FOR HQ
	TOTAL ACH TRANSFER	-	1,274.02	

TOTAL AP

212,547.12

SCHEDULE OF DISBURSEMENTS

<u>PAYROLL</u>

APRIL 2016

DIRECT DEPOSIT	4/1/2016	209,024.01
CHECKS	4/1/2016	2,668.32
FLEX SPENDING EFT	TF0055	1,596.02
DIRECT DEPOSIT	4/15/2016	242,363.22
CHECKS	4/15/2016	1,607.55
FLEX SPENDING EFT	TF0057	1,596.02
DIRECT DEPOSIT	4/22/2016	134,481.86
DIRECT DEPOSIT	4/29/2016	221,488.46
CHECKS	4/29/2016	932.99
CHECK	4/29/2016	1,366.98
		817,125.43

APPROVED:

Chairman or Executive Director

<u>June 9, 2016</u> Date

<u>MEMORANDUM</u>

TO:	Governing Board
THROUGH:	Brett J. Cyphers, Executive Director Guy Gowens, Assistant Executive Director
FROM:	Wendy Dugan, Division of Administration Director
DATE:	May 23, 2016
SUBJECT:	Consideration of Amendment No. 3 to the Fiscal Year 2015-2016 Budget Adjusting Beginning Fund Balance

Recommendation

Staff recommends the Governing Board approve Amendment No. 3 to the Fiscal Year 2015-2016 Budget adjusting fund balances.

Background

Amendment No. 3 adjusts the beginning budgeted fund balances based on the audited financial statements at September 30, 2015. This amendment does not increase or decrease the total operating expenditure budget for Fiscal Year (FY) 2015-2016.

Each year, after completion and approval of the prior year's audited financial statements, the audited balances are brought forward into the current year's budget in the form of an amendment. Funds impacted by the adjusted balances include the General Fund, the Capital Improvement and Lands Acquisition Fund, the Lands Management Fund, the Regulation Fund, and the Mitigation Fund.

In addition to the fund balance, the audited financial statements provide the unearned revenue available for the next year's budget. The amounts not currently budgeted in FY 2015-2016 are available for current and future year budgets.

	Fund	Unearned	Available
Fund	Balance	Revenue	Resources
General Fund	24,146,746		24,146,746
Projects Fund	1,335,414	2,455,319	3,790,733
Lands Management Fund	5,406,669	280,038	5,686,707
Regulation Fund	1,523,663		1,523,663
Mitigation Fund	1,449,399	14,729,738	16,179,137
Capital Improvement and Lands Acquisition Fund	482,143		482,143
	34,344,034	17,465,095	51,809,129

FY 2015-2016 Beginning Fund Balance and Available Resources

These adjustments impact the beginning and ending fund balances and transfers across funds; they do not impact the expenditure budget amounts.

<u>MEMORANDUM</u>

TO:	Governing Board
THROUGH:	Brett Cyphers, Executive Director Guy Gowens, Assistant Executive Director Wendy Dugan, Director of Administration Amanda Bedenbaugh, Chief, Bureau of Finance & Accounting
FROM:	Brigitte Sanford, Property Administrator
DATE:	May 25, 2016
SUBJECT:	Consideration of Request for Authorization to Declare and Dispose of Surplus Property

Recommendation

Staff recommends the Governing Board approve to declare the property items as surplus, authorize staff to dispose of the items in accordance with established procedures, and remove them from the District's property records.

Background

As inventory wears out, breaks, becomes obsolete, or has no further value to the District, staff determines whether it is fiscally prudent to spend funds to place the items back in service or dispose of them. The items listed in the table below have been deemed as surplus, due to : (1) poor or scrap condition; (2) technology that is outdated and no longer compatible with the District's systems; and/or (3) being of no further use to the District. Most of the items on the list refer to disposal by a recycling facility. The District has used Goodwill Industries – Big Bend, Inc., a 501(c)3 non-profit, for these items in the past to collect and diagnose for resale or recycle.

In addition to the office equipment and furniture, staff has also determined that a 2005 Ford F-150 4 x 4 truck should be declared as surplus. This truck has been used by the Division of Land Management for field work, has accrued high mileage, significant wear and tear, and has a repair cost estimate of \$12,000 to return the vehicle to service. It is no longer considered cost effective to repair and maintain. The District has used the services of Midway Machinery & Auction, LLC, an independent vehicle and equipment auction firm, to obtain bids for sale of previous District vehicles. Fees charged by the auction firm are five percent of the bid price and cover all advertising, handling, transfer and other cost associated with the auction and final disposition of the vehicle.

#	Dept.	Tag	Description	Serial Number	Condition	Value	Disposal Method
1	IT	1345	Dell 24" Monitor	N/A	End of Life	0	Recycling Facility
2	IT	1916	Dell 24" Monitor	N/A	End of Life	0	Recycling Facility
3	IT	3523	Dell Latitude D620	15Q8QB1	End of Life	0	Recycling Facility
4	IT	1851	Dell Latitude D630	2WXXND1	End of Life	0	Recycling Facility
5	IT	1687	Dell Latitude E6510	259TSM1	End of Life	0	Recycling Facility
6	IT	1875	D Latitude E6510	388TSM1	End of Life	0	Recycling Facility
7	IT	3102	Dell Latitude E6510	BYP70P1	End of Life	0	Recycling Facility
8	IT	3091	Dell Latitude E6510	DWP70P1	End of Life	0	Recycling Facility
9	IT	1888	Dell Optiplex 745	HWL3MC1	End of Life	0	Recycling Facility
10	IT	1311	Dell Optiplex 755	2RWFNH1	End of Life	0	Recycling Facility
11	IT	3807	Dell Optiplex 755	5P2GHN1	End of Life	0	Recycling Facility
12	IT	3809	Dell Optiplex 755	6P2GNH1	End of Life	0	Recycling Facility
13	IT	1396	Dell Optiplex 760	872VNJ1	End of Life	0	Recycling Facility
14	IT	3555	Dell Optiplex 760	C72VNJ1	End of Life	0	Recycling Facility
15	IT	3556	Dell Optiplex 760	D72VNJ1	End of Life	0	Recycling Facility
16	IT	1143	Dell Optiplex 760	F72VNJ1	End of Life	0	Recycling Facility
17	IT	1917	Dell Optiplex 760	572VNJ1	End of Life	0	Recycling Facility
18	IT	3557	Dell Optiplex 760	972VNJ1	End of Life	0	Recycling Facility
19	IT	2477	Dell Optiplex 780	1CNXWL1	End of Life	0	Recycling Facility
20	IT	1333	Dell Optiplex 780	3CNXWL1	End of Life	0	Recycling Facility
21	IT	1555	Dell Optiplex 780	BBNXWL1	End of Life	0	Recycling Facility
22	IT	2544	Dell Optiplex 780	2BHK3P1	End of Life	0	Recycling Facility
23	IT	1587	Dell Optiplex 780	4MNXWL1	End of Life	0	Recycling Facility
24	IT	1342	Dell Optiplex 780	5DZ55P1	End of Life	0	Recycling Facility

25	IT	2303	Dell Optiplex 780	J7HK3P1	End of Life	0	Recycling Facility
#	Dept.	Tag	Description	Serial Number	Condition	Value	Disposal Method
26	IT	1680	Dell Optiplex 780	JVJ9JN1	End of Life	0	Recycling Facility
27	IT	1865	Dell Optiplex 780	1WJ9JN1	End of Life	0	Recycling Facility
28	IT	1873	Dell Optiplex 780	8BNXWL1	End of Life	0	Recycling Facility
29	IT	2235	Dell Optiplex 780	47HK3P1	End of Life	0	Recycling Facility
30	IT	2331	Dell Optiplex 780	37HK3P1	End of Life	0	Recycling Facility
31	IT	2324	Dell Optiplex 780	27HK3P1	End of Life	0	Recycling Facility
32	IT	3051	Dell Optiplex 780	D8HK3P1	End of Life	0	Recycling Facility
33	IT	2341	Dell Optiplex 780	6BHK3P1	End of Life	0	Recycling Facility
34	IT	2262	Dell Optiplex 780	DBHK3P1	End of Life	0	Recycling Facility
35	IT	3076	Dell Optiplex 780	D7HK3P1	End of Life	0	Recycling Facility
36	IT	1811	Dell Optiplex 780	48HK3P1	End of Life	0	Recycling Facility
37	IT	3011	Dell Optiplex 780	J8HK3P1	End of Life	0	Recycling Facility
38	IT	3024	Dell Optiplex 780	68HK3P1	End of Life	0	Recycling Facility
39	IT	3019	Dell Optiplex 780	69HK3P1	End of Life	0	Recycling Facility
40	IT	1184	Dell Optiplex 780	BBHK3P1	End of Life	0	Recycling Facility
41	IT	1463	Dell Optiplex 780	JBNXWL1	End of Life	0	Recycling Facility
42	IT	1440	Dell Optiplex 780	9BNXWL1	End of Life	0	Recycling Facility
43	IT	1547	Dell Optiplex 780	5WJ9JN1	End of Life	0	Recycling Facility
44	IT	2361	Dell Optiplex 780	4WJ9JN1	End of Life	0	Recycling Facility
45	IT	1102	Dell Optiplex 780	Ј9НКЗР1	End of Life	0	Recycling Facility
46	IT	2093	Power Connect	D7W1VS1	End of Life	0	Recycling Facility
47	IT	2098	PowerConnect 3548	CGW1VS1	End of Life	0	Recycling Facility
48	IT	2096	PowerConnect 3548	BGW1VS1	End of Life	0	Recycling Facility

#	Dept.	Tag	Description	Serial Number	Condition	Value	Disposal Method
49	IT	2092	PowerConnect 3548	JCW1VS1	End of Life	0	Recycling Facility
50	IT	2094	PowerConnect 3548	HCW1VS1	End of Life	0	Recycling Facility
51	IT	2097	PowerConnect 3548	69W1VS1	End of Life	0	Recycling Facility
52	IT	3386	Dell PowerEdge 1850	2VPZ461	End of Life	0	Recycling Facility
53	IT	3561	Dell SmartUPS	JS1029008707	End of Life	0	Recycling Facility
54	IT	2757	Dell SmartUPS	JS1039030719	End of Life	0	Recycling Facility
55	IT	3457	Dell SmartUPS	JS0528015153	End of Life	0	Recycling Facility
56	IT	3456	Dell SmartUPS	JS0512039206	End of Life	0	Recycling Facility
57	IT	3455	Dell SmartUPS	JS0512039213	End of Life	0	Recycling Facility
58	IT	3440	Dell SmartUPS	JS05280115219	End of Life	0	Recycling Facility
59	IT	2765	Dell SmartUPS	AS0303132400	End of Life	0	Recycling Facility
60	IT	2762	Dell SmartUPS	ZS11330004238	End of Life	0	Recycling Facility
61	IT	3559	Dell SmartUPS	AS0250112298	End of Life	0	Recycling Facility
62	IT	3560	Dell SmartUPS	AS0303132317	End of Life	0	Recycling Facility
63	IT	2272	Dell SmartUPS	JS052015152	End of Life	0	Recycling Facility
64	IT	3561	Dell SmartUPS	AS0447120449	End of Life	0	Recycling Facility
65	IT	3558	Dell SmartUPS	QS1124250730	End of Life	0	Recycling Facility
66	IT	2761	Dell SmartUPS	JS1039030765	End of Life	0	Recycling Facility
67	IT	3120	Digital Data Storage	HQ00628	End of Life	0	Recycling Facility
68	IT	2752	Microboards GX-2 Disc Duplicator	GX2-1000-01	End of Life	0	Recycling Facility
69	IT	3088	Samsung 24" Monitor	N/A	End of Life	0	Recycling Facility
70	Lands	2692	Geo XT GPS Unit	4539E0041	Obsolete	0	Recycling Facility
71	Lands	2693	Geo XT GPS Unit	4242B13579	Obsolete	0	Recycling Facility
72	RMD	1271	Lanier Copier	L3765700702	Obsolete	0	Recycling Facility
73	Lands	2484	Toshiba Copier	L1370	Broken	0	Recycling Facility

#	Dept.	Tag	Description	Serial Number	Condition	Value	Disposal Method
74	Admin	1137	Sharp Adding Machine	N/A	Broken	0	Recycling Facility
75	Lands	1109	Cannon Adding Machine	N/A	Obsolete	0	Recycling Facility
76	Lands	2481	VHF Radio	N/A	Broken	0	Recycling Facility
77	Lands	2478	VHF Radio	N/A	Broken	0	Recycling Facility
78	Lands	2456	Iceomatic Ice Machine	N/A	Broken	0	Recycling Facility
79	Lands	2673	Lanier Copier	K2945300397	Obsolete	0	Recycling Facility
80	Public Info	2558	Panasonic Camcorder	D2HB01257	Broken	0	Recycling Facility
81	Reg	3065	Kodak Camera	N/A	Broken	0	Recycling Facility
82	RMD	2695	Trimble Pro GPS	220169298	Obsolete	0	Recycling Facility
83	RMD	2696	Trimble Geo GPS	4416A41488	Obsolete	0	Recycling Facility
84	HR		Typewriter	N/A	Broken	0	Recycling Facility
85	Lands		Office equipment: adding machine, 2 cameras, 3 phones, answering machine, planimeter, caliper	N/A	Obsolete	0	Recycling Facility
86	Lands		Office equipment: 2 window AC units, camera, 2 generators	N/A	Broken	0	Recycling Facility
87	Lands		Furniture: 4 desks, 3 Bookshelves, 2 chairs, metal cabinet, 4 map racks, file cabinet	N/A	Scrap	0	Salvage Yard

Tag	Vehicle Identification Number	Year/Make & Model	Mileage	Purchase Price	Disposal Method
2680	1FTPX14545NB31027	2005 Ford F-150 4x4	202,799	\$21,471	Auction/bid

Approved : _____

Date _____



MEMORANDUM

- TO: Northwest Florida Water Management District Governing Board
- FROM: J. Breck Brannen, General Counsel
- RE: Legal Counsel Report
- DATE: June 1, 2016

There are no matters currently pending in court in which the District is a party.

215 South Monroe St., 2nd Floor (32301) P.O. Box 10095 Tallahassee, FL 32302-2095 (850) 222-3533 (850) 222-2126 fax www.penningtonlaw.com