Northwest Florida Water Management District
Governing Board Meeting Minutes
Thursday, March 14, 2024
81 Water Management Drive
Havana, Florida 32333

1. Opening Ceremonies

Called to order at 1:01 p.m.

Savannah Shell called the roll and a quorum was declared present.

Present: George Roberts, Chair; John Alter; Gus Andrews; Ted Everett; Kellie Ralston

Absent: Jerry Pate, Vice Chair; Nick Patronis, Secretary-Treasurer; Anna Upton

2. Special Thanks and Recognition

None.

3. Changes to the Agenda

None.

4. Approval of the Minutes for February 8, 2024

MOTIONED BY JOHN ALTER, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR FEBRUARY 8, 2024. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of January 2024

MOTIONED BY KELLIE RALSTON, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF JANUARY 2024. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Donation Agreement for Donation of Conservation Easement from William and Mary Cleckley; Choctawhatchee River Basin

MOTIONED BY KELLIE RALSTON, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE DONATION AGREEMENT ACCEPTING THE DONATION OF A CONSERVATION EASEMENT FROM WILLIAM AND MARY CLECKLEY, SUBJECT TO DISTRICT LEGAL COUNSEL REVIEW AND APPROVAL. PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Legislative Update

Informational purposes only.

8. Legal Counsel Report

Gene Adams provided a status update on the case referenced below.

Michael Lee vs. Northwest Florida Water Management District, Walton County Circuit Court Case No. 2023-CA-000266

9. Executive Director Report

Meeting was adjourned at 1:18 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending February 29, 2024

Balance Forward - Operating Funds		$35,434,895.83	
Operating Funds Received in current month:			
Revenue Receipts, Current	$449,914.14		
Contracts Receivable	7,033,229.36		
Other Deposits/Refunds/Adjustments	134,785.88		
Transfers from Lands Accounts	0.00		
Total Deposits during month		7,617,929.38	
Total Deposits and Balance Forward			$ 43,052,825.21
Disbursements:			
Employee Salaries		505,080.88	
Employee Benefits		279,397.70	
Employee Flexible Spending Account		0.00	
Contractual Services (Professional)		1,513,604.39	
Operating Expenses - Services		278,202.03	
Operating Expenses - Commodities		25,130.31	
Operating Capital Outlay		35,213.08	
Grants and Aids		1,974,572.61	
Total Operating Expenses during month		4,611,201.00	
Payables, Prior Year		181,379.95	
Other Disbursements or (Credits)		75,636.08	
Total Funds Disbursed by check during month		4,868,217.03	
Bank Debits (Fees, Deposit Slips, etc.)		0.00	
Transfer to Land Acquisition Account		0.00	
Total Funds Disbursed			4,868,217.03
Cash Balance Operating Funds at month end			$ 38,184,608.18
Operating Depositories:			
Petty Cash Fund		250.25	
Bank of America:			
General Fund Checking		(255,509.40) **	
Payroll Account		6,000.00	
Passthrough (EFT) Account		0.00	
Investment Accounts:			
Fla. Board of Administration @ 5.55%			
General Fund		18,852,074.04	
Lands Fee Fund		3,299,580.46	
Ecosystem TF		49,188.68	
Water Prot. & Sust. Program TF		103,791.85	
Okaloosa Regional Reuse		98,184.09	
Mitigation Fund		16,031,048.21	
Total Operating Depositories at month end		$ 38,184,608.18	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending February 29, 2024

Land Acquisition Funds:		
Fla. Board of Administration @ 5.55%	$ 308,334.34	
Total Land Acquisition Funds		308,334.34
Restricted Management Funds:		
Fla. Board of Administration Phipps Land Management Account @ 5.55%	42,541.67	
Fla. Board of Administration Cypress Springs R&M Account @ 5.55%	841,427.45	
Total Restricted Land Management Funds		883,969.12
Total Land Acquisition, and Restricted Management Funds		1,192,303.46
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		$ 39,376,911.64

Approved: _____
Chairman or Executive Director

Date: April 11, 2024

** - The reconciled balance was negative for one day due to an error in calculating excess funds available to move the SBA General Fund Account at month end. The error was identified the next day and corrected. At no point was the actual bank balance negative.

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending February 29, 2024
(Unaudited)

	Current Budget	Actuals Through 2/29/2024	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	$ 3,900,000	$ 3,364,041	$ (535,959)	86%
Intergovernmental Revenues	103,978,182	73,804	(103,904,378)	0%
Interest on Invested Funds	88,500	696,173	607,673	787%
License and Permit Fees	655,000	267,265	(387,735)	41%
Other	1,212,897	350,420	(862,477)	29%
Fund Balance	29,136,902		(29,136,902)	0%
Total Sources	**$ 138,971,481**	**$ 4,751,703**	**$ (134,219,778)**	**3%**

	Current Budget	Expenditures	Encumbrances [1]	Available Budget	%Expended	%Obligated [2]
Uses						
Water Resources Planning and Monitoring	$ 7,000,363	$ 1,659,149	$ 2,418,263	$ 2,922,950	24%	58%
Acquisition, Restoration and Public Works	92,960,048	3,302,959	32,246,934	57,410,155	4%	38%
Operation and Maintenance of Lands and Works	7,793,515	3,389,496	2,454,035	1,949,985	43%	75%
Regulation	4,718,462	1,506,421	273,734	2,938,307	32%	38%
Outreach	158,662	60,027	316	98,320	38%	38%
Management and Administration	2,761,606	925,459	102,510	1,733,637	34%	37%
Total Uses	**$ 115,392,656**	**$ 10,843,511**	**$ 37,495,791**	**$ 67,053,354**	**9%**	**42%**
Reserves	23,578,825			23,578,825	0%	0%
Total Uses and Reserves	**$ 138,971,481**	**$ 10,843,511**	**$ 37,495,791**	**$ 90,632,179**	**8%**	**35%**

[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 February 29, 2024, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
GENERAL FUND
FEBRUARY 2024

CHECKS	02/01/2024	$	478,405.32
ACH TRANSFERS	02/02/2024		167,934.59
DIRECT DISBURSMENT	02/02/2024		74,451.23
VOID CHECKS	02/05/2024		-71,428.56
CHECKS	02/08/2024		303,462.26
ACH TRANSFERS	02/09/2024		268,787.35
DIRECT DISBURSMENT	02/09/2024		69,737.29
VOID CHECKS	02/09/2024		-71,428.56
CHECKS	02/15/2024		40,065.32
VOID CHECKS	02/15/2024		-35.00
ACH TRANSFERS	02/16/2024		57,820.33
DIRECT DISBURSMENT	02/16/2024		16,777.02
CHECKS	02/22/2024		651,775.79
ACH TRANSFERS	02/23/2024		456,544.35
DIRECT DISBURSMENTS	02/23/2024		555.00
CHECKS	02/29/2024		588,188.96
ACH TRANSFERS	02/29/2024		1,215,712.44
RETIREMENT	02/29/2024		99,899.67
		$	4,347,224.80

Chairman or Executive Director

April 11, 2024
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4522	AECOM TECHNICAL SERVICES, INC	2/1/2024	182,500.00	EPA FARMER TO FARMER GRANT
95	AT&T	2/1/2024	539.00	PHONE SERVICE EFO
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	2/1/2024	674.92	BCBS MEDICARE
5998	BLUE STAR BRAKE AND ALIGNMENT INC	2/1/2024	80.00	BALANCE/DIAGNOSTIC FOR WMD-96277
5914	CRH AUTO REPAIR INC	2/1/2024	1,203.84	WMD2425 REPAIRS/ SERVICE
916	FPL NORTHWEST FLORIDA	2/1/2024	727.41	DEFUNIAK ELECTRIC
6016	MCLEAN'S AUTO BODY & USED CARS LLC	2/1/2024	485.99	WMD 96272 REPAIRS
5791	MOHAWK VALLEY MATERIALS, INC.	2/1/2024	162,592.00	DISTRICT ROAD REPAIRS
5802	MURPHY CASSIDY DIESEL REPAIRS	2/1/2024	127.72	MINOR REPAIRS FOR REG VEHICLES
1205	OFFICE DEPOT, INC.	2/1/2024	5.93	OFFICE SUPPLIES DEFUNIAK SPRINGS
1205	OFFICE DEPOT, INC.	2/1/2024	20.26	OFFICE SUPPLIES DEFUNIAK SPRINGS
1205	OFFICE DEPOT, INC.	2/1/2024	64.36	OFFICE SUPPLIES DEFUNIAK SPRINGS
5933	ROGERS BROTHERS LAND CLEARING LLC	2/1/2024	42,307.06	DISTRICT ROAD REPAIRS
4465	SHERIFF OF SANTA ROSA COUNTY	2/1/2024	40.00	PROCESS SERVER
5986	SOUTHERN ELECTRICAL SERVICES LLC	2/1/2024	919.44	EFO 50 AMP
5223	SOUTHERN HABITATS LLC	2/1/2024	75,075.00	PLUG GROWING SERVICES
4832	SUN LIFE FINANCIAL	2/1/2024	5,355.88	SUNLIFE 4 - DENTAL
4832	SUN LIFE FINANCIAL	2/1/2024	57.00	SUNLIFE 5 - PREPAID DENTAL
4834	SUN LIFE FINANCIAL	2/1/2024	85.30	EMPLOYEE ASSISTANCE PROGRAM
4834	SUN LIFE FINANCIAL	2/1/2024	1,011.78	SUNLIFE 1 AD&D
4834	SUN LIFE FINANCIAL	2/1/2024	2,813.21	SNLIFE 2 - VOL LIFE
4833	SUN LIFE FINANCIAL	2/1/2024	910.93	SUNLIFE 3 - VOL LTD
5250	SUN LIFE FINANCIAL - VISION	2/1/2024	589.74	SUNLIFE 6 - VISION
4626	WASTE PRO OF FLORIDA, INC	2/1/2024	218.55	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
	TOTAL CHECKS		**$478,405.32**	
3293	ANGUS G. ANDREWS, JR.	2/2/2024	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
5450	CAITLIN BRONGEL	2/2/2024	19.58	TRAVEL REIMBURSEMENT
1617	CAPITAL HEALTH PLAN	2/2/2024	92,583.62	CHP MEDICAL
771	CITY OF MARIANNA	2/2/2024	10,413.12	TARA ESTATES SEWER PROJECT
45	DMS	2/2/2024	11.29	AIR CARDS AND HOTSPOTS
45	DMS	2/2/2024	11.60	CONFERENCE CALLS
45	DMS	2/2/2024	1,958.04	DEFUNIAK ETHERNET AND LONG DISTANCE
45	DMS	2/2/2024	623.22	DEFUNIAK LOCAL PHONE (WEST FL TELEPHONE SVCS)
45	DMS	2/2/2024	9,855.51	HEADQUARTERS ETHERNET
45	DMS	2/2/2024	1,563.33	HEADQUARTERS LOCAL(PANAMA CITY TELEPHONE SVC)
45	DMS	2/2/2024	2.32	LAN PORTS AND INTRANET/INTERNET W05-2700
45	DMS	2/2/2024	1.52	LAN PORTS AND INTRANET/INTERNET W05-13328427
45	DMS	2/2/2024	97.68	MILTON LOCAL (GULF BREEZE TELEPHONE SVC)
2702	FISH AND WILDLIFE	2/2/2024	8,454.07	COOPERATIVE MGMT AGREEMENT # 14-070
2702	FISH AND WILDLIFE	2/2/2024	4,722.84	COOPERATIVE MGMT AGREEMENT # 14-070
2702	FISH AND WILDLIFE	2/2/2024	2,181.52	LAW ENFORCEMENT AND SECURITY O
3002	FLORIDA STATE UNIVERSITY	2/2/2024	726.40	OFFSITE DATA STORAGE
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	2/2/2024	363.00	HQ SECURITY MONITORING AND MAI

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
1180	PRIDE ENTERPRISES	2/2/2024	270.90	ENVELOPES
3851	SOUTHEASTERN SURVEYING & MAPPING CORP	2/2/2024	8,658.00	SURVEYING SERVICES
5651	SGS TECHNOLOGIE, LLC	2/2/2024	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022
4091	THE SHOE BOX	2/2/2024	108.50	CLOTHING-WHITE
5336	TETRA TECH, INC	2/2/2024	16,667.40	AGREEMENT FOR AS NEEDED SERVIC
5218	WAGEWORKS, INC.	2/2/2024	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
	TOTAL ACH PAYMENTS		**$167,934.59**	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	2/2/2024	3,022.67	BCBS RETIREE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	2/2/2024	71,428.56	BCBS EMPLOYEE MEDICAL
	TOTAL DIRECT DISBURSEMENTS		**$74,451.23**	
	TOTAL AP		**$720,791.14**	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	2/8/2024	71,428.56	BCBS EMPLOYEE MEDICAL
2241	DEPT. OF THE INTERIOR - USGS	2/8/2024	12,210.00	JOINT FUNDING AGREE FOR GW MEA
3747	FLORIDA STATE UNIVERSITY	2/8/2024	40,956.00	FALL2023 VEGETATION MONITORING
3747	FLORIDA STATE UNIVERSITY	2/8/2024	61,434.00	FALL2023 VEGETATION MONITORING
5900	FLOYD W NELSON	2/8/2024	600.00	HAZARDOUS TREE REMOVAL - ECONFINA FIELD OFFICE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/8/2024	100.13	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/8/2024	97.27	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
3939	MEEKS FARMS & NURSERY, INC.	2/8/2024	114,296.00	2024 LONGLEAF PINE TUBELINGS
5802	MURPHY CASSIDY DIESEL REPAIRS	2/8/2024	431.12	MAJOR REPAIRS/TIRES FOR WMD-2432
5802	MURPHY CASSIDY DIESEL REPAIRS	2/8/2024	702.32	MAJOR REPAIRS/TIRES FOR WMD-2432
3406	NEECE TRUCK TIRE CENTER INC.	2/8/2024	59.95	RUNNING PO FOR MINOR REPAIRS TO WMD-96277
5444	PENSACOLA SHOE HOSPITAL & BOOT STORE	2/8/2024	144.95	SAFETYBOOTS-EALUM
5764	SOUTHERN CLEANING SUPPLY LLC	2/8/2024	438.05	REC SITE SUPPLIES
4577	SOUTHERN TIRE MART, LLC	2/8/2024	217.00	TIRES FOR TRAILER WMD 2194
6003	STARSHINE INC	2/8/2024	346.91	WINDSHIELD REPLACEMENT FOR WMD-96840
	TOTAL CHECKS		**$303,462.26**	
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	2/9/2024	32,665.50	AGREEMENT FOR PRESCRIBED BURNI
5902	BENJAMIN FAURE	2/9/2024	146.00	TRAVEL REUIMBURSEMENT
3337	FORESTECH CONSULTING	2/9/2024	400.00	LAND MANAGEMENT DATABASE
3942	A & W VENTURES, L.C.	2/9/2024	275.00	PORTABLE TOILET FOR PHIPPS PARK
5925	IAN WATERS	2/9/2024	146.00	TRAVEL REIMBURSEMENT
5728	MERIT FIRST LLC	2/9/2024	190,080.00	HURRICANE SERVICE DEBRIS
5434	PRESIDIO NETWORKED SOLUTIONS LLC	2/9/2024	14,472.08	VMWARE RENEWAL
5947	PREVENTIA SECURITY LLC	2/9/2024	75.00	DEFUNIAK SECURITY
5614	ZACHARY J. SELLERS	2/9/2024	1,019.83	DFO JANITORIAL SERVICES
4091	THE SHOE BOX	2/9/2024	373.05	REG CLOTHING

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3213	SHI INTERNATIONAL CORP	2/9/2024	24,913.08	POWEREDGE R750
4799	STAPLES CONTRACT & COMMERCIAL, INC.	2/9/2024	39.06	REG BUSINESS CARDS
4799	STAPLES CONTRACT & COMMERCIAL, INC.	2/9/2024	48.75	REG BUSINESS CARDS
4642	COAKLEY TAYLOR	2/9/2024	146.00	TRAVEL REIMBURSEMENT
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	2/9/2024	200.00	JANITORIAL SERVICES FOR THE MILTON OFFICE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	487.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	479.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	380.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	390.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	200.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	2/9/2024	225.00	RENTAL & SERVICE FOR PORTABLE
	TOTAL ACH PAYMENTS		**$268,787.35**	
5944	REFUND NIC	2/9/2024	100.00	P315736, KIM BOTTOMY, EPERMIT DISCOUNT REFUND
5944	REFUND NIC	2/9/2024	250.00	P315942, DAVID FORSTROM, WITHDRAWAL REFUND
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	2/9/2024	69,387.29	BCBS MEDICAL
	TOTAL DIRECT DISBURSEMENTS		**$69,737.29**	
	TOTAL AP		**$641,986.90**	
2992	BANK OF AMERICA	2/15/2024	437.62	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	2/15/2024	987.01	JANUARY 2024 ANALYSIS STATEMENT
5123	ROBERT G BUSH	2/15/2024	50.00	WELLS REFUND 311228-1 OVERPAYMENT
4748	EAST MILTON WATER SYSTEM	2/15/2024	43.53	WATER - MILTON OFFICE
4469	ESCAMBIA SHERIFFS OFFICE	2/15/2024	20.00	PROCESS SERVER-WELLS
6022	FL DEPARTMENT OF AGRICULTURE AND CONSUME	2/15/2024	175.00	BURN MANAGER COURSE TUITION FOR JAMEY GILLEY
5900	FLOYD W NELSON	2/15/2024	800.00	HAZARDOUS TREE REMOVAL - DEAD RIVER LANDING CAMPGR
916	FPL NORTHWEST FLORIDA	2/15/2024	722.36	MILTON ELECTRIC
2291	GULF COAST ELECTRIC COOPERATIVE,INC	2/15/2024	482.29	ELECTRIC SERVICE EFO
3003	HAVANA FORD, INC.	2/15/2024	74.66	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
3003	HAVANA FORD, INC.	2/15/2024	74.66	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
3003	HAVANA FORD, INC.	2/15/2024	74.66	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
3003	HAVANA FORD, INC.	2/15/2024	54.61	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
3003	HAVANA FORD, INC.	2/15/2024	86.75	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/15/2024	67.92	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/15/2024	67.92	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/15/2024	48.84	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	2/15/2024	67.92	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
3939	MEEKS FARMS & NURSERY, INC.	2/15/2024	27,500.00	PERFORMANCE BOND REFUND
5802	MURPHY CASSIDY DIESEL REPAIRS	2/15/2024	287.68	MINOR REPAIRS FOR REG VEHICLES
5965	NIC SERVICES	2/15/2024	1,018.86	FEE FOR ELECTRONIC PAYMENTS
423	OKALOOSA CO. TAX COLLECTOR	2/15/2024	3.71	PARCEL REFUND
5223	SOUTHERN HABITATS LLC	2/15/2024	2,499.00	REEFER TRUCK RENTAL
110	TALQUIN ELECTRIC COOPERATIVE, INC.	2/15/2024	88.50	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	2/15/2024	792.96	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	2/15/2024	3,428.86	ELECTRIC HQ
5700	JOSH TATUM	2/15/2024	110.00	TRAVEL REIMBURSEMENT
	TOTAL CHECKS		**$40,065.32**	
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	2/16/2024	14,175.00	AGREEMENT FOR PRESCRIBED BURNI
325	BAY CO. PROPERTY APPRAISER	2/16/2024	2,363.95	2ND QTR FY 23-24
1948	DELL MARKETING L.P.	2/16/2024	2,838.06	SFP TRANSCEIVER MODULES FOR NETWORK SWITCHES
4855	ENVIRON SERVICES INCORPORATED	2/16/2024	2,079.17	JANITORIAL SERVICES FOR HQ
4961	PETER FOLLAND	2/16/2024	110.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	2/16/2024	146.00	TRAVEL REIMBURSEMENT
5655	JACK GRUBBS	2/16/2024	919.20	TRAVEL REIMBURSEMENT
5925	IAN WATERS	2/16/2024	110.00	TRAVEL REIMBURSEMENT
2268	INNOVATIVE OFFICE SOLUTIONS, INC	2/16/2024	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
1695	JAMES MOORE & COMPANY	2/16/2024	6,000.00	INDEPENDANT AUDITOR SERVICES
5368	KOUNTRY RENTAL NWF, INC.	2/16/2024	9,380.00	SERVICE FOR PORTABLE TOILETS-C
5146	MICHAEL CORRIE MANNION	2/16/2024	2,048.20	STAFF AUGMENTATION FOR CUSTOM APPLICATE #18-066
5894	ODESSA CLEANING SERVICE LLC	2/16/2024	375.00	ECONFINA FIELD OFFICE CLEANING
3813	PENNINGTON, P.A.	2/16/2024	10,885.00	LEGAL COUNSEL
3185	YAMILA POSEY	2/16/2024	110.00	TRAVEL REIMBURSEMENT
4091	THE SHOE BOX	2/16/2024	226.65	UNIFORM ORDER FOR ASSET MANAGEMENT STAFF
4091	THE SHOE BOX	2/16/2024	635.20	UNIFORM ORDER FOR ASSET MANAGEMENT STAFF
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	2/16/2024	4,481.90	RECREATION PARK CLEAN UP AND MAINT
5218	WAGEWORKS, INC.	2/16/2024	100.00	COBRA ADMINISTRATION
	TOTAL ACH PAYMENTS		**$57,820.33**	
2967	BANK OF AMERICA	2/16/2024	8,336.13	STAFF P -CARDS
2967	BANK OF AMERICA	2/16/2024	19.99	TALLAHASSEE DEMOCRAT DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	2/16/2024	11.99	PENSACOLA NEWS JOURNAL DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	2/16/2024	173.80	AMAZON -FIELD AND SAFETY SUPPLIES FOR MITIGATION
2967	BANK OF AMERICA	2/16/2024	2,623.10	YAMAHA KODIAK REPAIRS AND MAINTENANCE
2967	BANK OF AMERICA	2/16/2024	339.09	AMAZON ORDER FOR IT RELATED ITEMS
2967	BANK OF AMERICA	2/16/2024	259.08	REG OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	2/16/2024	194.49	SAFETY BOOTS AND CALENDARS-AMAZON

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
2967	BANK OF AMERICA	2/16/2024	650.00	FFMA MEMBERSHIP DUES
2967	BANK OF AMERICA	2/16/2024	105.51	AMAZON - OFFICE SUPPLIES FOR ECONFINA OFFICE
2967	BANK OF AMERICA	2/16/2024	795.00	SHAREPOINT TRAINING FOR MORGAN COOK (WORKFLOWS)
2967	BANK OF AMERICA	2/16/2024	299.84	AMAZON - OFFICE AND FIELD SUPPLY AND CHAIR FOR HQ
2967	BANK OF AMERICA	2/16/2024	2,199.00	(10) ZOOM SOFTWARE LICENSES
5944	REFUND NIC	2/16/2024	150.00	WELLS REFUND 312266 OVERPAYMENT
5944	REFUND NIC	2/16/2024	100.00	P314558 DAVID FITZPATRICK EPERMIT DISCOUNT REFUND
5944	REFUND NIC	2/16/2024	320.00	P315835 JAMES CROOK WITHDRAWAL REFUND
5944	REFUND NIC	2/16/2024	100.00	WUP REFUND 315897-1 WITHDRAWN
5944	REFUND NIC	2/16/2024	100.00	WELLS REFUND 306959-2 FEE NOT NEEDED
	TOTAL DIRECT DISBURSEMENTS		**$16,777.02**	
	TOTAL AP		**$114,662.67**	
5094	SMITH REFRIGERATION, INC	2/22/2024	367.00	EFO ICE MACHINE REPAIRS/MAINTENANCE
5127	ALAN JAY FLEET SALES	2/22/2024	20.00	BALANCE DUE FROM PO 230068 - 2023 LANDS FORD F-150
6024	AUSTIN MACHINE WORKS INC	2/22/2024	916.00	R&M FOR DISTRICT DUMP TRAILER
5981	CASE PILCHER	2/22/2024	35.00	FCA REGISTRATION FEE REIMBURSEMENT
2679	EXPRESS FORESTRY SERVICE, LLC	2/22/2024	15,268.40	2024 HAND PLANTING SERVICES FO
5474	HATCHER PUBLISHING INC	2/22/2024	47.80	LEGAL ADS-WATER USE PERMITS
3003	HAVANA FORD, INC.	2/22/2024	74.66	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
4112	IN-SITU, INC.	2/22/2024	1,571.00	IN-SITU DATA LOGGERS AND COMMUNICATION CABLES.
5795	JACKSON COUNTY BOARD OF COUNTY COMMISSIO	2/22/2024	633,206.64	INDIAN SPRINGS SEWER PROJECT
5802	MURPHY CASSIDY DIESEL REPAIRS	2/22/2024	131.32	RUNNING PO FOR MINOR REPAIRS ON WMD-2432
3406	NEECE TRUCK TIRE CENTER INC.	2/22/2024	27.70	RUNNING PO FOR MINOR REPAIRS FOR WMD-96371
4038	WINDSTREAM COMMUNICATIONS	2/22/2024	110.27	800 NUMBERS & EFO LONG DISTANCE
	TOTAL CHECKS		**$651,775.79**	
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	2/23/2024	32,526.54	ANALYSIS OF FRESHWATER & ESTUA
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	2/23/2024	14,760.00	AGREEMENT FOR PRESCRIBED BURNI
4845	CALHOUN COUNTY SHERIFF'S OFFICE	2/23/2024	1,024.00	LAW ENFORCEMENT/SECURITY SERVI
4559	CITY OF CARRABELLE	2/23/2024	178,389.95	LIGHTHOUSE ESTATES SEPTIC TO SEWER PHASE 1
4559	CITY OF CARRABELLE	2/23/2024	2,970.00	LIGHTHOUSE ESTATES SEPTIC TO SEWER PHASE 1
4559	CITY OF CARRABELLE	2/23/2024	65,415.45	ENCUMBER CONTRACT #17-069
5999	DOUBLE B TRUCKING LLC	2/23/2024	61,901.35	DISTRICT ROAD REPAIRS
4807	WEX BANK	2/23/2024	1,097.25	WEX GPS TRACKING
4807	WEX BANK	2/23/2024	11,716.75	JANUARY 2024 FUEL/SERVICE PURCHASES
2702	FISH AND WILDLIFE	2/23/2024	2,294.79	LAW ENFORCEMENT AND SECURITY O
5294	KRONOS, INCORPORATED	2/23/2024	13.94	KRONOS RENEWAL
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	2/23/2024	49.00	LABORATORY TESTING
4368	PROFESSIONAL HEALTH EXAMINERS	2/23/2024	50.00	LABORATORY TESTING
4091	THE SHOE BOX	2/23/2024	122.25	CLOTHING- EALUM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3213	SHI INTERNATIONAL CORP	2/23/2024	69,855.48	MICROSOFT EA ANNUAL PAYMENT - YEAR 2
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	2/23/2024	14,357.60	LAW ENFORCEMENT/SECURITY ON DI
	TOTAL ACH PAYMENTS		**$456,544.35**	
1399	FLORIDA U. C. FUND	2/23/2024	275.00	REEMPLOYMENT TAX REIMBURSEMENT INVOICE
5944	REFUND NIC	2/23/2024	250.00	P300764-2, CLIFFORD KNAUER, OVERPAYMENT
5944	REFUND NIC	2/23/2024	30.00	P316079 GABRIELA MOSQUERA OVERPAYMENT REFUND
	TOTAL DIRECT DISBURSEMENTS		**$555.00**	
	TOTAL AP		**$1,108,875.14**	
95	AT&T	2/29/2024	538.98	PHONE SERVICES - EFO
3837	BAY COUNTY PUBLIC WORKS DEPARTMENT	2/29/2024	74,181.00	NORTH BAY WATER REUSE PROJECT
5131	CITY OF DEFUNIAK SPRINGS	2/29/2024	232.52	WATER/SEWER DEFUNIAK SPRINGS
3289	CITY OF TALLAHASSEE	2/29/2024	48.07	LAKESHORE & I10
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	2/29/2024	32,600.00	REFUND LAND SALE PROCEEDS TO FDEP
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/29/2024	30.38	FAR AD - RWSP INFORMATIONAL
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/29/2024	39.34	LEGAL ADS FOR GOVERNING BOARD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	2/29/2024	26.04	FAR AD - 2024 FLORIDA FOREVER WMD WORK PLAN
916	FPL NORTHWEST FLORIDA	2/29/2024	596.62	DEFUNIAK ELECTRIC
5474	HATCHER PUBLISHING INC	2/29/2024	48.40	LEGAL ADS-WATER USE PERMITS
5474	HATCHER PUBLISHING INC	2/29/2024	52.00	LEGAL ADS-WATER USE PERMITS
5246	HOLLEY-NAVARRE WATER SYSTEM, INC.	2/29/2024	401,071.48	SOUTH SANTA ROSA REUSE PHASE I
3193	INSURANCE INFORMATION EXCHANGE	2/29/2024	277.31	BACKGROUND SCREENING
5802	MURPHY CASSIDY DIESEL REPAIRS	2/29/2024	391.89	MINOR REPAIRS FOR REG VEHICLES
3611	THE NATIVES, INC.	2/29/2024	15,910.00	PLUG GROWING SERVICES
5629	ROAD MART OF FLORIDA, LLC	2/29/2024	250.00	VEHICLE REPAIR AND MAINTENANCE WMD 96372 HEATER
3768	SMITH TRACTOR CO, INC	2/29/2024	10,300.00	OFFSET HARROW FOR MILTON FIELD OFFICE
4577	SOUTHERN TIRE MART, LLC	2/29/2024	890.00	NEW TIRES FOR KUBOTA UTV
4557	VERIZON WIRELESS	2/29/2024	1,144.83	CELL PHONES & JET PACKS
4626	WASTE PRO OF FLORIDA, INC	2/29/2024	199.10	SOLID WASTE HQ
5612	WETLAND SOLUTIONS, INC.	2/29/2024	21,034.00	HYDROLOGIC & WATER QUALITY DAT
5612	WETLAND SOLUTIONS, INC.	2/29/2024	17,798.00	HYDROLOGIC & WATER QUALITY DAT
6000	ZULU MARINE SERVICES INC	2/29/2024	10,529.00	STREAM DEBRIS ASSESSMENT
	TOTAL CHECKS		**$588,188.96**	
5450	CAITLIN BRONGEL	2/29/2024	89.00	TRAVEL REIMBURSEMENT
4359	FORREST BRUTON	2/29/2024	36.95	REIMBURSE PERSONAL CC USE POWER INVERTER
3126	DEWBERRY ENGINEERS, INC	2/29/2024	423,247.00	CONTRACTUAL SERVICES FOR RISK
3002	FLORIDA STATE UNIVERSITY	2/29/2024	726.40	OFFSITE DATA STORAGE
5235	JACKSON COUNTY BOARD OF COUNTY COMMISSIO	2/29/2024	790,284.92	ENCUMBER CONTRACT 17-061 BLUE SPRING RD SEWER PROJ

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5651	SGS TECHNOLOGIE, LLC	2/29/2024	480.00	EPERMITTING CHANGES TO WEBSITE
4091	THE SHOE BOX	2/29/2024	650.35	UNIFORM ORDER FOR LANDS
4799	STAPLES CONTRACT & COMMERCIAL, INC.	2/29/2024	34.51	RMD BUSINESS CARDS
4799	STAPLES CONTRACT & COMMERCIAL, INC.	2/29/2024	20.51	RMD BUSINESS CARDS
5218	WAGEWORKS, INC.	2/29/2024	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
	TOTAL ACH PAYMENTS		**$1,215,712.44**	
	TOTAL AP		**$1,803,901.40**	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
PAYROLL
FEBRUARY 2024

DIRECT DEPOSIT	02/09/2024	$	257,822.23
CHECKS	02/09/2024		576.91
FLEX SPENDING TRANSFER	02/09/2024		1,578.95
DIRECT DEPOSIT	02/24/2023		258,567.38
CHECKS	02/24/2023		867.81
FLEX SPENDING TRANSFER	02/24/2023		1,578.95
		$	520,992.23

APPROVED:

Chairman or Executive Director

April 11, 2024
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

M E M O R A N D U M

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andy Joslyn, Deputy Executive Director
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: March 27, 2024

SUBJECT: Consideration of Acceptance of the Appraisals and Approval of the Exchange Agreement for the District/Gill-Johnson Exchange; Econfina Creek WMA

Recommendation 1:
Staff recommends the Governing Board accept the appraisals prepared by Carlton Appraisal Company and the review appraisals prepared by Carroll Appraisal Company for the District/Gill-Johnson exchange in Washington County.

Recommendation 2:
Staff is asking the Governing Board to:

(1) Make a determination that the 137.77 acres required for this exchange are no longer needed for the purposes for which it was acquired, but instead are best used for an exchange of property that will assist in eliminating a 160-acre inholding.
(2) Authorize the Executive Director to execute a Task Order for a combination boundary map acreage certification with a survey of the east and west boundaries of the Rolling Pines parcel in the amount of $12,914 and the boundary map acreage certification of the Gill-Johnson parcel in the amount of $1,500.
(3) Approve the exchange agreement and authorize the Executive Director to execute the Exchange Agreement and all closing documents on behalf of the District for the exchange of properties.

Background:
The Gill-Johnson tract is 160 acres (see attached maps), located one and one-half miles north of Highway 20 at the end of the District's Mable Porter Road, and surrounded by District land on four sides but corners on Section 26 which is subdivided into multiple owners. Acquisition of this parcel will not only eliminate an inholding within District ownership but also provide the District with a wiregrass donor site for groundcover habitat restoration.

The District parcel is 137.77 acres (see attached maps) and is located on the south side of Rolling Pines Road. Residential development is very prevalent in the area and is located to the north and east of the 137.77 acres. Residential lots range in size from 5 to 14 acres. The District acquired this 137.77-acre parcel in 1997 as part of a large acquisition from Rosewood Timber Company Et Al.

Gill-Johnson would exchange the 160-acre parcel which is an inholding within District ownership for equally valued District land totaling 137.77 acres as outlined in the attached maps. Section 373.089, F.S., allows the Governing Board to exchange land and fix the terms and conditions of any such exchange.

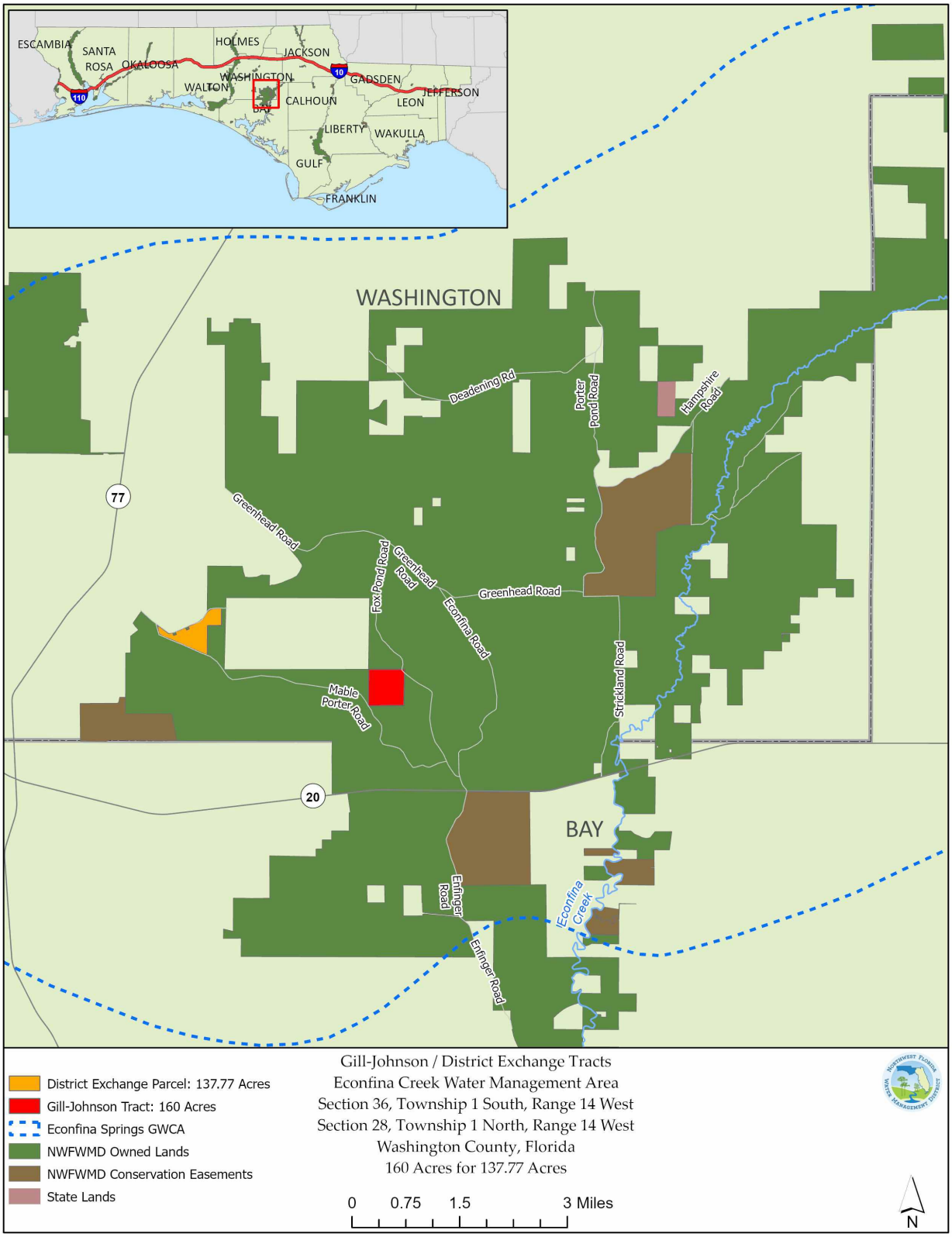
Staff obtained appraisals and review appraisals of the District and Gill-Johnson properties. The appraisals of each property were prepared by Carlton Appraisal Company and the review appraisals were prepared by Carroll Appraisal Company. Both of the above-named appraisers are on the Department of Environmental Protection's approved appraiser list.

Appraisals/Review Appraisals. The District paid for the cost of the appraisal and review appraisal at a combined cost of $15,794. Due to changes in the boundaries of the District parcel and an old "date of value", District staff ordered current appraisals and review appraisals on both parcels to reflect a current "date of value" and the boundary changes on the District parcel.

Boundary Map Acreage Certification/Survey. The District will hire a surveyor to prepare a boundary map acreage certification of the Gill-Johnson parcel, not to exceed $1,500 and prepare a combination boundary map acreage certification with a survey of the east and west boundaries of the Rolling Pines parcel, not to exceed $12,914.

Environmental Site Assessment. The District will pay for the environmental site assessment on the Gill-Johnson parcel, estimated not to exceed $4,000.

Title Insurance. The District will be responsible for the following expenses: title exam on both parcels ($150) and premium only ($1,315) on the parcel received from Gill-Johnson and recording fees (estimated at $105) and documentary stamps (estimated at $3,472) for both parcels. Gill-Johnson will pay the cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing on the 160-acre parcel being conveyed to the District.

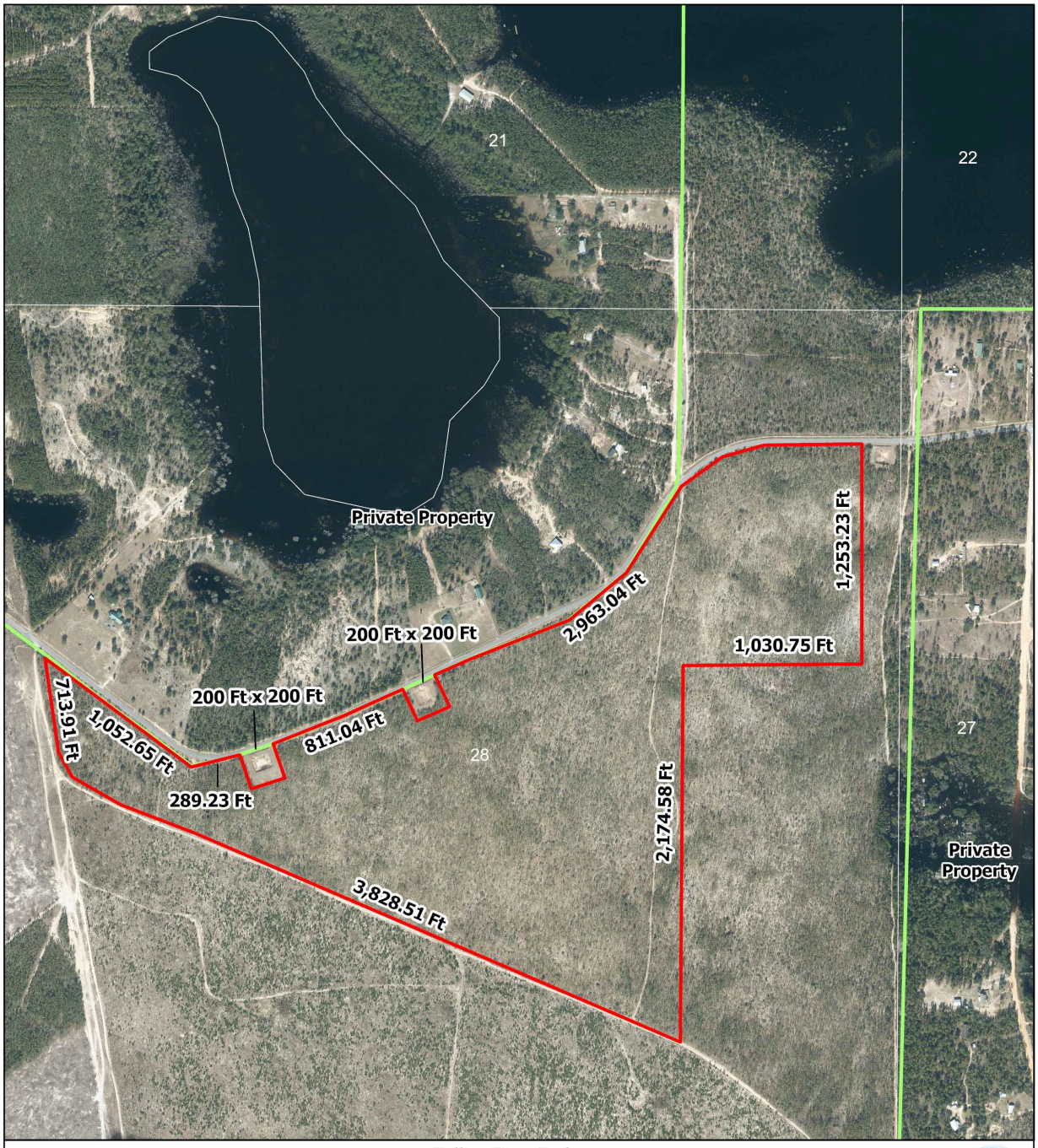

ESCAMBIA
SANTA ROSA
OKALOOSA
HOLMES
JACKSON
WALTON
WASHINGTON
BAY
CALHOUN
GADSDEN
LEON
JEFFERSON
LIBERTY
WAKULLA
GULF
FRANKLIN
110
10
WASHINGTON
Deadening Rd
Porter Pond Road
Hampshire Road
77
Greenhead Road
Fox Pond Road
Greenhead Road
Econfina Road
Greenhead Road
Strickland Road
Mable Porter Road
20
BAY
Econfina Creek
Enfinger Road
Enfinger Road
District Exchange Parcel: 137.77 Acres
Gill-Johnson Tract: 160 Acres
Econfina Springs GWCA
NWFWMD Owned Lands
NWFWMD Conservation Easements
State Lands
Gill-Johnson / District Exchange Tracts
Econfina Creek Water Management Area
Section 36, Township 1 South, Range 14 West
Section 28, Township 1 North, Range 14 West
Washington County, Florida
160 Acres for 137.77 Acres
0 0.75 1.5 3 Miles
N

Gill/Johnson Tract
Econfina Creek Water Management Area
Section 36, Township 1 South, Range 14 West
Washington County, Florida
160 Acres

NWFWMD Owned Lands
NWFWMD Conservation Easements
Gill/Johnson Tract

0 0.13 0.25 0.5 Miles

N



Rolling Pines Exchange
Econfina Creek Water Management Area
Section 28, Township 1 North, Range 14 West
Washington County, Florida
137.77 Acres

NWFWMD Owned Lands
Rolling Pines Exchange Parcel

0 500 1,000 2,000 Feet

N

EXCHANGE AGREEMENT

This Agreement is made this ____day of _____, 2024, by and between the Northwest Florida Water Management District, a special taxing district of the State of Florida, whose address is 81 Water Management Drive, Havana, Florida 32333 (hereinafter the District) and the Estate of Daniel Ray Gill Sr. and Mary L. Gill, and Mickie Johnson, whose address is 7727 McElvey Road, Panama City Beach, Florida 32408 (hereinafter Gill-Johnson).

WHEREAS, the District is the owner of an approximate 137.77-acre parcel generally located in Section 28, Township 1 North, Range 14 West in the Econfina Creek Water Management Area in Washington County, and more particularly described as Parcel A in Exhibit A to this Agreement with the exact dimensions to be determined by a boundary map/acreage certification or survey before Closing (the "District Property"); and

WHEREAS, Gill-Johnson is the owner of an approximate 160-acre parcel generally located in Section 36, Township 1 South, Range 14 West, Washington County, Florida more particularly described as Parcel B in Exhibit A to this Agreement with the precise legal description of Parcel B in Exhibit A to be determined by a boundary map/acreage certification or survey (the "Gill-Johnson Property"); and

WHEREAS, the parties are desirous of exchanging the District Property (Parcel A) and the Gill-Johnson Property (Parcel B), one for the other; and

NOW THEREFORE the parties agree as follows:

1. Recitals. The above recitals are true and correct.

2. Exchange. The District agrees to convey the District Property (Parcel A) in fee simple interest to Gill-Johnson in consideration for the conveyance to the District of the Gill-Johnson Property (Parcel B), in fee simple interest, together with all the improvements, easements and appurtenances in accordance with the terms and provisions of this Agreement.

3. Documents, Costs and Closing. The conveyance to Gill-Johnson shall be by Deed of Conveyance to a Private Entity and the conveyance to the District shall be by general/statutory warranty deed. Closing shall occur on or before the 31st day of July 2024, at the law offices of Pennington, P.A. Each party will be responsible for its own costs for legal representation. The District has paid the costs of the appraisals and review appraisals for the District Property and the Gill-Johnson Property. Gill-Johnson will pay for the title exam/insurance, and Environmental Site Assessment on the District Property if they elect to have such. In addition, Gill-Johnson shall pay for the cost of preparing and recording any documents required to convey unencumbered, clear fee simple title to the District. The District will pay for the survey and/or boundary map/acreage certification, environmental site assessment, title exam and insurance for the Gill-Johnson Property and boundary map/acreage certification and/or survey for the District Property, documentary stamp tax for the District Property and the Gill-Johnson Property as well as the cost of recording the deed and the cost of recording such other documents as may be required to be recorded to

effectuate the conveyance of the District Property to Gill-Johnson in unencumbered fee simple title. All taxes and assessments on the Gill-Johnson Property shall be satisfied of record by Gill-Johnson prior to closing. At closing, the District shall execute a Deed of Conveyance to a Private Entity pursuant to Section 373.099, Florida Statutes, and Gill-Johnson shall execute a general/statutory Warranty Deed and a Seller's Affidavit, more particularly described on this Agreement as Exhibit B. The District Property and the Gill-Johnson Property shall be conveyed in the same physical condition as they exist on the effective date of this Agreement or current appraisal, whichever comes last, ordinary wear and tear accepted.

4. Value. The value of the District Property for the purpose of this Agreement shall be considered to be an amount equal to the appraised value. The value of the Gill-Johnson Property for the purpose of this Agreement shall be considered to be an amount equal to the appraised value. Both properties shall have the same appraised value as this is a value for value exchange.

5. Title, Survey and Environmental Audit. If the District notifies Gill-Johnson of any objection to the title, the boundary map/acreage certification or survey, or the environmental site assessment for the Gill-Johson Property, then Gill-Johnson shall have the option to cure such objection prior to closing or to terminate this Agreement without further liability.

6. Inspection. Gill-Johnson agrees that after the date of this Agreement, the District and its agents and employees shall have the right upon reasonable notice to enter upon the Gill-Johnson Property for all lawful purposes permitted under this Agreement.

7. Attorneys/Brokers. Each party shall be responsible for its own attorney fees in connection with any actions arising out of this Agreement. Each party warrants to the other that no person or entity is entitled to any real estate commission, finders, referral or any other fee as a result of this Agreement or the subsequent closing.

8. Conditions. The District's obligation to perform this Agreement is expressly made contingent and conditioned upon the following:

   (a) No condemnation proceedings or any other matters which might have an adverse effect on the fee simple value of the Gill-Johnson Property shall be pending or threatened against the Gill-Johnson Property or Gill-Johnson at closing.
   (b) The District shall have received and approved the appraisal, review appraisal, title examination and policy, the boundary map/acreage certification or survey, the environmental site assessment provided for herein on the land to be received from Gill-Johnson and the appraisal and appraisal review of the District Property.
   (c) There shall be no litigation pending or threatened seeking to recover title to the Gill-Johnson Property or any part thereof or any interest therein or seeking to enjoin the violation of any law, rules, regulation, restrictive covenants or zoning ordinances that may be applicable to the Gill-Johnson Property as of closing.

(d) The Gill-Johnson Property or any portion thereof shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other federal, state or local governmental authority, flood, embargo, riot, civil disturbance, activity of armed forces or act of God or public enemy.

(e) Any and all currently existing liens and/or security interests affecting the Gill-Johnson Property or any portion thereof shall be fully paid and released at or prior to closing.

(f) This Agreement is approved by the Governing Board of the District.

(g) All signatories have good and lawful authority to execute this Agreement.

In the event that any one of the foregoing is outstanding or unsatisfied as of the closing, the District shall have the right to terminate this Agreement and neither party shall have any further obligations or liabilities hereunder.

9. Miscellaneous. This Agreement may not be assigned without the written consent of the parties. The legal successor of any party will be bound by this Agreement as fully as that party is bound. This Agreement is the entire agreement of the parties and supersedes all prior and contemporaneous agreements or understandings.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Lyle Seigler, Executive Director

GILL-JOHNSON

By: _____
Estate of Daniel Ray Gill, Sr.

By: _____
Mary L. Gill

By: _____
Mickie Johnson

EXHIBIT A

Parcel A owned by District

To be determined by surveyor prior to closing.

Parcel B owned by Gill-Johnson

To be determined by surveyor prior to closing.

EXHIBIT B

SELLER'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared **Estate of Daniel Ray Gill Sr., Mary L. Gill and Mickie Johnson**, (**Gill-Johnson**), referred to herein as "Grantor", who, being first duly sworn, depose and say that:

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

SEE ATTACHED EXHIBIT A AND INCORPORATED HEREIN.

and that said Property (hereinafter called the "Property") is now in the possession of Grantor and there are no persons in possession of the Property with a claim of possession to the Property except the Grantor.

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real Property taxes for the year 2024, and exceptions approved by Purchaser.

3. There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Grantor or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are no such actions, suits, claims, litigation or proceedings contemplated. Grantor agrees to indemnify and hold the Northwest Florida Water Management District harmless from and against any and all debts, expenses, claims, demands, judgments or settlements arising therefrom.

4. There has been no labor performed on or materials furnished to the Property within the past ninety days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed according to the statutes in such cases made and provided; and no informal notice of claim has been received by the Grantor. Grantor shall indemnify and hold the Northwest Florida Water Management District and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to the period of time prior to the closing.

5. Grantor has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments or liens against the Property by any government whether or not said assessments appear of record.

6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.

7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.

8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.

9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.

10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property, other than the deed incident to which this Affidavit is given.

11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.

12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.

13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the special warranty deed to which this Affidavit is given. The individuals executing this Affidavit and the special warranty deed incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.

14. The Property is in the same condition as existed on_____, 2024. Since_____, 2024, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

15. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.

16. All harvesting and timbering agreements affecting the Property have been effectively terminated by Grantor and no party other than Grantor has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

17. Grantor warrants and represents to Purchaser that to the best of the knowledge and belief of the undersigned:

a. No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

b. No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

c. The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

d. There are no underground storage tanks on or about the Property and Grantor has no knowledge of the presence of radon gas on the Property.

e. There has not been, with respect to the Property, (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

f. There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below), or would subject the owner of the Property to penalties, damages, or injunctive relief.

g. Grantor is not presently subject to any judgment, decree or citation relating to or arising out of the environmental laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below).

18. Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) and the Federal Tax Identification/Social Security Number of said owner(s) are:

Estate of Daniel Ray Gill Sr. _____
Mary L. Gill _____
Mickie Johnson _____

19. All of the representations and warranties made by Grantor in that certain Exchange Agreement (the "Exchange Agreement") between Grantor and the Northwest Florida Water Management District for the exchange of Properties, including the representations and warranties contained in Paragraph 3 and Paragraph 8 of the Agreement, are true and correct as of the day hereof, and shall not merge into the deed but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

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

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

Estate of Daniel Ray Gill Sr.

By: _____
Personal Representative
Print Name: _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____, 2024, by Personal Representative of Estate of Daniel Ray Gill Sr. Such person(s) did not take an oath and: (notary must sign applicable blank).

_____
Notary Public, State and County Aforesaid My Commission Expires:

Mary L. Gill

By: _____
Print Name: _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____, 2024, by Mary L. Gill. Such person(s) did not take an oath and: (notary must sign applicable blank).

_____
Notary Public, State and County Aforesaid My Commission Expires:

Mickie Johnson

By: _____
Print Name: _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____, 2024, by Mickie Johnson. Such person(s) did not take an oath and: (notary must sign applicable blank).

_____
Notary Public, State and County Aforesaid My Commission Expires:

Exhibit A

To be determined by surveyor prior to closing.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

M E M O R A N D U M

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andrew Joslyn, Deputy Executive Director
Paul Thorpe, Director, Resource Management Division

FROM: Christina Coger, Deputy Director, Resource Management Division

DATE: March 27, 2024

SUBJECT: Consideration of Grant Funding for District-Funded Water Supply Development and Water Quality Improvement Projects

---

Recommendation

Staff recommends the Governing Board (1) approve the projects and funding amounts listed in Table 1, and (2) authorize the Executive Director to enter into an agreement with the cooperators to implement the projects, subject to legal counsel review.

Discussion

Each year, the District's budget includes limited discretionary funds for water supply development and water quality projects. District staff learn about potential projects from meetings with cooperators, unsolicited project funding requests, and projects submitted for other funding sources that did not receive funding. Table 1 lists three projects recommended for District funding.

Table 1. FY 2023-24 District Grant Funding Recommendations

Cooperator	Project Name	Description	Amount
Town of Havana	Lincoln Avenue Waterline	Install approximately 1,150 LF of 6-inch water line and appurtenant structures to an underserved neighborhood	$130,000
City of Quincy	Water Meter Replacement	Install up to 300 smart meters to better capture water use and proactively detect water loss	$150,000
City of DeFuniak Springs	Wastewater Force Main Replacement	Construct approximately 5.5 miles of 24-inch force main to replace failing collection system	$300,000
		Total	**$580,000**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

M E M O R A N D U M

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andrew Joslyn, Deputy Executive Director
Paul Thorpe, Director, Resource Management Division

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

DATE: March 27, 2024

SUBJECT: Consideration of FY 2024-25 Springs Restoration and Alternative Water Supply Funding Requests

---

Recommendation

Staff recommends the Governing Board (1) approve the springs projects included in Table 1 totaling $19,448,160, (2) approve the alternative water supply (AWS) projects included in Table 2 totaling $40,976,370, (3) approve submittal of the springs and AWS projects to the Department of Environmental Protection (DEP) for funding consideration, and (4) authorize the Executive Director to enter into agreements with DEP and cooperators to receive up to the amounts requested and implement springs restoration and AWS projects as described, subject to budget authority and legal counsel review.

Discussion

The Florida Legislature has proposed $55 million for FY 2024-25 springs restoration and protection projects statewide. Projects eligible for consideration for springs restoration funding are capital projects that protect the quality and quantity of water that flows to and from springs and land acquisition projects to protect springs.

Additionally, the Legislature has proposed $55 million for FY 2024-25 AWS projects statewide. Projects eligible for consideration for AWS funding include those that help communities plan for and implement alternative water supply projects, water conservation, and water resource development projects. Alternative water supply sources include reclaimed water, stormwater, surface water, brackish groundwater, desalination, and other non-traditional sources of water designated in a regional water supply plan.

In anticipation of legislative appropriation, the District issued a Notice of Funding Availability on December 11, 2023, for eligible springs restoration and protection and AWS projects, with applications due by February 23, 2024. For FY 2024-25, the District is requesting approximately $19.5 million from DEP to implement priority springs restoration projects (Table 1) and approximately $41 million to implement priority AWS projects in the panhandle (Table 2). Table 2 lists projects received that have been evaluated as meeting state AWS funding eligibility guidelines; the projects are listed in priority order based on staff evaluation of the projects according to the AWS funding guidelines and in consideration of the District's approved Regional Water Supply Plan and overall water resource and community benefits. Final approval of project funding is subject to project selection by DEP, the Governor's approval of the state's budget, and final adoption of the District's budget.

Table 1. NWFWMD FY 2024-25 Springs Restoration Funding Requests

Spring Name	Project Name	County	Project Description	Water Quality Benefits (Reductions lbs/yr)	State Funding Requested	Local Match	Total Project Cost
Jackson Blue Spring	Indian Springs Sewer	Jackson	Complete construction for septic to central sewer connection for Indian Springs Phase 2D and design for Phase 2E on the south side of Merritt's Mill Pond.	Up to 166 lbs/yr TN	$2,595,028	$0	$2,595,028
Jackson Blue Spring	Blue Springs Road Sewer	Jackson	Complete construction for septic to central sewer connection for Blue Springs Road Phase 3A and design for Phase 3B along Blue Spring Road.	Up to 111 lbs/yr TN	$3,178,132	$0	$3,178,132
Cypress Spring	Cypress Spring Restoration	Washington	Complete shoreline restoration and water quality improvements at second magnitude spring along Holmes and Cypress creeks.	Reduced erosion and sedimentation	$700,000	$0	$700,000
Cypress Spring	Cypress Spring Road	Washington	Complete stabilization and stormwater treatment to improve water quality at second magnitude spring along Holmes and Cypress creeks.	Reduced erosion and sedimentation	$975,000	$0	$975,000
Wakulla Spring	Woodville Sewer System Project	Leon	Provide sanitary sewer to 355 developed properties in the Woodville Community area currently served by septic systems, as well as eight additional undeveloped properties.	Up to 3,323 lbs/yr TN	$10,000,000	$10,000,000	$20,000,000
Wakulla Spring	Munson Slough and Wakulla Springs Water Quality Restoration Project	Leon	Provide ecological and nutrient management through nature-based solutions to areas downstream of Lake Henrietta and complete channel enhancements to Munson Slough.	150-300 lbs/yr TN 500,000 lbs/yr sediment	$2,000,000	$2,000,000	$4,000,000
			Total, Table 1		**$19,448,160**	**$12,000,000**	**$31,448,160**

Table 2. NWFWMD FY 2024-25 Alternative Water Supply Funding Requests

Project Name	County or Region	Sponsor	Project Description	Quantity of Water Made Available (MGD)	Additional Storage Capacity (MG)	State Funding Requested	Local Match	Total Project Cost
Reclaimed Water Expansion for the Shoal River Ranch WRF	Okaloosa	Okaloosa County	Construct a 450,000-gallon chlorine contact chamber, a 2,600 gpm line shaft turbine effluent reuse pump station, and a filtration system to facilitate production of public access reuse at the new Shoal River Ranch Water Reclamation Facility (WRF).	1.25	-	$2,500,000	$2,500,000	$5,000,000
Reclaimed Water to Deer Moss Creek S/D	Okaloosa	City of Niceville	Construct a reclaimed water main and holding pond with high service pumps to provide reclaimed water to Deer Moss Creek Subdivision.	4.0	5.0	$6,535,000	$6,535,000	$13,070,000
Freeport Water Reclaim Storage Tank Project	Walton	City of Freeport	Enhance reclaimed water capacity and conserve groundwater supplies through the installation of an elevated 750,000-gallon storage tank and booster system.	0.75	0.75	$4,002,000	$50,000	$4,052,000
Acquisition of Two Well Sites	Santa Rosa	Fairpoint Regional Utility System, Inc.	Acquire two sand-and-gravel aquifer sites and construct test wells (development of Wells #8 and #9) to provide adequate water supply for future demands.	2.0	-	$450,000	$450,000	$900,000
Sports Park Reuse Expansion	Bay	City of Lynn Haven	Construct a 1.5 million gallon reclaimed water storage tank expanding the city's public access reuse system.	1.5	1.5	$2,715,000	$2,715,000	$5,430,000
South Walton Utility Reuse Expansion	Walton	South Walton Utility Co., Inc.	Construct two 150,000 gallon storage tanks, piping infrastructure, and pump stations to expand public access reuse to customers, reducing demand on the Floridan aquifer.	0.15	0.30	$1,765,000	$1,765,000	$3,530,000
Chumuckla Hwy Ground Storage Tank and Booster Pump Station	Santa Rosa	Pace Water System, Inc.	Construct booster pump station with variable speed pumps to deliver reuse water in quantity and pressure for all customers on the system.	2.0	2.0	$1,701,312	$1,701,312	$3,402,624
Wakulla County Public Access Reuse System	Wakulla	Wakulla County	Design and construct a public access reuse system utilizing effluent from the Otter Creek WWTP.	0.966	-	$1,250,058	$62,502	$1,312,560

Project Name	County or Region	Sponsor	Project Description	Quantity of Water Made Available (MGD)	Additional Storage Capacity (MG)	State Funding Requested	Local Match	Total Project Cost
Milton Interchange Park Wastewater Treatment Plant	Santa Rosa	Santa Rosa County	Construct a new 0.25 MGD wastewater treatment plant to provide reclaimed water to future tenants of the Milton Interchange Park and I-10 Industrial Park.	0.25	-	$2,000,000	$12,000,000	$14,000,000
Central Water Reclamation Facility Infiltration Wetlands	Escambia	Emerald Coast Utilities Authority	Create infiltration wetlands utilizing reclaimed water to recharge groundwater, offset future aquifer withdrawals, and protect against salt water intrusion.	-	10.2	$5,250,000	$5,250,000	$10,500,000
Vernon Water Meters	Washington	City of Vernon	Replace 425 aging water meters with new automatic meters to reduce water loss.	(a)	-	$127,500	-	$127,500
Bristol Water Meter Replacement	Liberty	City of Bristol	Replace approximately 900 manually-read water meters with remotely-read smart water meters to reduce water loss.	(a)	-	$825,000	-	$825,000
Altha Water Meters	Calhoun	Town of Altha	Replace 250 water meters by town staff to accurately provide the correct water usage and reduce water loss.	(a)	-	$95,000	-	$95,000
Gulf County Golf Course Reuse Line	Gulf	Gulf County	Construct eight miles of reuse line that will be used for irrigation at the Gulf County Golf Course.	0.128	-	$5,300,000	$27,893,220	$33,193,220
Lanark West Sewer and Reclaimed Water Improvements	Franklin	City of Carrabelle	Provide 385 residents with sewer service and increase reclaimed water volume production by the Carrabelle Sewer Treatment System.	0.10	-	$6,460,500	-	$6,460,500
			Total, Table 2			**$40,976,370**	**$60,922,034**	**$101,898,404**

Notes
(a) Additional data and documentation required to support estimates of water savings and water made available.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andrew Joslyn, Deputy Executive Director
Paul Thorpe, Director, Division of Resource Management
Kathleen Coates, Deputy Division Director, Division of Resource Management

FROM: Paul Thurman, Bureau Chief, Water Resource Evaluation

DATE: March 28, 2024

SUBJECT: Consideration of Amendment to Grant AT003 with the DEP for Additional Water Quality Data Collection

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Recommendation:

Staff recommends the Governing Board authorize the Executive Director to:

(1) Execute Amendment 8 to Grant AT003 with the Department of Environmental Protection to accept additional funding up to $130,000 for the July 1, 2023, to June 30, 2024, period.

(2) Execute task orders with contractors to conduct the additional work associated with Grant AT003 Amendment 8.

Discussion:

The District submitted two projects for funding consideration to the Office of Environmental Accountability and Transparency: (1) water quality sampling at up to 15 locations around St. Joseph Bay and, (2) water quality data collection at up to 20 second magnitude springs. Most of these locations have not had water quality samples taken in recent years, and many of the springs have not been sampled in more than a decade. This request is for approval of Amendment 8 to Grant AT003 which will provide up to $130,000 of additional funding to Grant AT003 for the period of July 1, 2023, through June 30, 2024, to perform the water quality sampling. Total anticipated funding for the July 1, 2023, to June 30, 2024, period remains unchanged and is consistent with the approved FY 2023-2024 budget at up to $600,000.

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

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

Thursday
April 11, 2024
1:05 p.m., ET

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

PART I

• WATER USE PERMITS

A. Permit Renewal

A-1 Applicant: Jim Anderson, City of Port St. Joe
App. No.: 2B-045-49-6
Use: Public Supply

Authorization Statement: This Permit authorizes the Permittee to make a combined average annual withdrawal of 3.15 million gallons per day (125.03 million gallons per month maximum) of surface water from the Chipola River for diversion and impoundment, a combined average annual withdrawal of 1.64 million gallons per day (65.08 millions gallons per month maximum) of surface water from the freshwater canal for public supply use, a combined average annual withdrawal of 0.0013 million gallons per day (0.2321 million gallons per month maximum) of groundwater from the Floridan aquifer for public supply use, and a combined average annual withdrawal of 0.0002 million gallons per day (0.0281 million gallons per month maximum) of groundwater from the Intermediate aquifer for public supply use.

Duration Recommended: 5 Years
Staff Recommendation Approval
Public Comment Received: No

WATER USE TECHNICAL STAFF REPORT
12-Feb-2024
Application No.: 2B-045-49-6

Owner: Jim Anderson
City of Port St. Joe
309 Water Plant Road
Port. St Joe, FL 32456
(850) 229-8261

Applicant: Jim Anderson
City of Port St. Joe
309 Water Plant Road
Port. St Joe, FL 32456
(850) 229-8261

Agent: Joshua Baxley
Dewberry
324 Marina Drive
Port St. Joe, FL 32456
(850) 354-5187

Compliance Contact: Larry Mcclamma
309 Water Plant Road
Port St. Joe, FL 32456
(850) 229-1421

Project Name: City of Port St. Joe
County: Gulf
WRCA: N/A
ARC: N/A
Objectors: No

Authorization Statement: This Permit authorizes the Permittee to make a combined average annual withdrawal of 3.15 million gallons per day (125.03 million gallons per month maximum) of surface water from the Chipola River for diversion and impoundment, a combined average annual withdrawal of 1.64 million gallons per day (65.08 million gallons per month maximum) of surface water from the freshwater canal for public supply use, a combined average annual withdrawal of 0.0013 million gallons per day (0.2321 million gallons per month maximum) of groundwater from the Floridan aquifer for public supply use, and a combined average annual withdrawal of 0.0002 million gallons per day (0.0281 million gallons per month maximum) of groundwater from the Intermediate aquifer for public supply use.

Recommendation: Approval
Reviewers: Skyler Johnson; Cindy Fischler; Scott White

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date be April 1, 2029. The Permittee is required to submit and comply with all information and data pursuant to the conditions set forth in the permit.

WITHDRAWAL INFORMATION:

Surface Water (Chipola River)

Water Use (Chipola River)	Permitted	Requested	Recommended
Average Day (GPD)	3,150,000	3,150,000	3,150,000
Maximum Month (GAL)	125,030,000	125,030,000	125,030,000

Surface Water (Freshwater Canal)

Water Use (Freshwater Canal)	Permitted	Requested	Recommended
Average Day (GPD)	1,640,000	1,640,000	1,640,000
Maximum Month (GAL)	65,080,000	65,080,000	65,080,000

Groundwater (Floridan Aquifer)

Water Use (Floridan)	Permitted	Requested	Recommended
Average Day (GPD)	0	1,272	1,300
Maximum Month (GAL)	0	232,080	232,100

Groundwater (Intermediate Aquifer)

Water Use (Intermediate)	Permitted	Requested	Recommended
Average Day (GPD)	0	154	200
Maximum Month (GAL)	0	28,080	28,100

DESCRIPTION:

The City of Port St. Joe (CPSJ) requests renewal of Individual Water Use Permit (IWUP) No. 2B-045-49-5 for the continued withdrawal of surface water from the Chipola River for diversion and impoundment, continued withdrawal of surface water from the freshwater canal for public supply use, and groundwater withdrawals from the Floridan and Intermediate aquifers for public supply use with minor changes to the currently permitted withdrawal amounts.

The City of Port St. Joe withdraws water from the Chipola River and discharges it into a freshwater canal that flows 16 miles to the treatment plant where it is withdrawn and used to meet the public supply needs of approximately 3,800 residents. The City of Port St. Joe maintains its groundwater facilities for routine testing of the emergency back-up wells twice per year. The recommended average daily rates are considered reasonable and adequate to meet the needs of the applicant's water use demands for the requested permit duration.

District staff evaluated impacts to the Chipola River resulting from the average daily withdrawal at a USGS data station located in Altha (Calhoun County) which is upriver of the withdrawal point. The average daily withdrawal rate represents approximately 0.33% of the average flow and 1.23% of the minimum flow

conditions for the period of 1976 through 2010 at that location; however, the percentages are expected to be even lower as a result of the additional contribution area between the USGS data station and the withdrawal point. The requested withdrawal amounts do not constitute a large proportion of either the minimum or average flows for the Chipola River. No harm to existing legal uses of water or the water resources is anticipated to occur from the proposed withdrawals.

District staff used the program DRAWDOWN to analyze potential impacts to the Floridan and Intermediate aquifers associated with the average daily withdrawals for routine flushing over the 5-year permit duration. Drawdowns of less than one foot were simulated at distances of one-half mile and one mile from the center of pumping. These drawdowns are not anticipated to interfere with existing legal uses.

PERMIT APPLICATION REVIEW:

Section 373.223, Florida Statutes (F.S.), and section 40A-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

(a) Is a reasonable-beneficial use;
(b) Will not interfere with any presently existing legal use of water; and,
(c) Is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permit Applicant's Handbook. District staff have reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit.

RECOMMENDATION:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public's interest, and will not interfere with any presently existing legal use of water. This determination has been made according to provisions of Chapter 373, F.S., and Chapter 40A-2, F.A.C.

Staff recommends that the applicant be granted an Individual Water Use Permit for a combined average annual withdrawal of 3.15 million gallons per day (125.03 million gallons per month maximum) of surface water from the Chipola River for diversion and impoundment, a combined average annual withdrawal of 1.64 million gallons per day (65.08 million gallons per month maximum) of surface water from the freshwater canal for public supply use, a combined average annual withdrawal of 0.0013 million gallons per day (0.2321 million gallons per month maximum) of groundwater from the Floridan aquifer for public supply use, and a combined average annual withdrawal of 0.0002 million gallons per day (0.0281 million gallons per month maximum) of groundwater from the Intermediate aquifer for public supply use. Staff also recommends that the expiration date of the permit April 1, 2029, and that the permit be conditioned as per the "Conditions for Issuance" included in Exhibit A of the permit document.

FACILITY INFORMATION:
Site Name: City of Port St. Joe

Well Details								
District ID	**Station Name**	**Casing Diameter (inches)**	**Casing Depth (feet)**	**Total Depth (feet)**	**Capacity (GPM)**	**Source Name**	**Status**	**Use Type**
15602	PSJ #1	6	401	665	500	Floridan Aquifer	Active	Public Supply

Well Details								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
						(Undiff)		
15603	PSJ #3	6	420	656	435	Floridan Aquifer (Undiff)	Active	Public Supply
15605	PSJ #4R	8	82	152	200	Intermediate System	Inactive	Public Supply
15606	PSJ #5	6	70	142	200	Intermediate System	Active	Public Supply
16184	WTP #1	10	417	630	631	Floridan Aquifer (Undiff)	Inactive	Public Supply
16185	WTP #3	12	410	610	525	Floridan Aquifer (Undiff)	Abandoned	Public Supply

Pump Details						
District ID	Station Name	Pump Intake Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
17516	CPSJ #3	18	8,750	Chipola River	Active	Diversion and Impoundment
17517	CPSJ #2	24	13,500	Chipola River	Active	Diversion and Impoundment
17518	CPSJ #1	24	13,500	Chipola River	Active	Diversion and Impoundment
331964	Raw #1	10	2,400	Freshwater Canal	Active	Public Supply
331965	Raw #2	10	2,400	Freshwater Canal	Active	Public Supply
331966	Raw #3	10	2,400	Freshwater Canal	Active	Public Supply

Connection Point Details			
District ID	Station Name	Source Type	Status
331234	City of Mexico Beach	Surface Water	Inactive
331233	Gulf County	Surface Water	Inactive

WATER USE PERMIT

PERMIT NO.:	2B-045-49-6	**DATE ISSUED:**	
PROJECT NAME:	City of Port St. Joe	**DATE RECEIVED**:	June 07, 2023

A PERMIT AUTHORIZING:
This Permit authorizes the Permittee to make a combined average annual withdrawal of 3.15 million gallons per day (125.03 million gallons per month maximum) of surface water from the Chipola River for diversion and impoundment, a combined average annual withdrawal of 1.64 million gallons per day (65.08 million gallons per month maximum) of surface water from the freshwater canal for public supply use, a combined average annual withdrawal of 0.0013 million gallons per day (0.2321 million gallons per month maximum) of groundwater from the Floridan aquifer for public supply use, and a combined average annual withdrawal of 0.0002 million gallons per day (0.0281 million gallons per month maximum) of groundwater from the Intermediate aquifer for public supply use.

LOCATION:

STR: Sections 12, 13, 14, 15, 20, 21, 22, 28, 29, 30 and 31, Township 7 South, Range 10 West; Section 34, Township 5 South, Range 9 West; Sections 35 and 36, Township 7 South, Range 11 West; Sections 16, 17, 20, 29, 3, 31, 32, 4 and 9, Township 6 South, Range 9 West; Sections 6 and 7, Township 7 South, Range 9 West; Sections 1, 12 and 2, Township 8 South, Range 11 West

Gulf County

ISSUED TO:
City of Port St. Joe
309 Water Plant Road
Port. St Joe, FL 32456

Permittee agrees to hold and save the Northwest Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the Permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes, and Chapter 40A-2, Florida Administrative Code.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A," dated _____.

AUTHORIZED BY: Northwest Florida Water Management District
Division of Regulatory Services

By: _____
Signature

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2B-045-49-6
City of Port St. Joe
DATED _____

Specific Conditions

1. This permit shall expire on April 1, 2029.

2. This Permit authorizes the Permittee to make a combined average annual withdrawal of 3.15 million gallons per day (125.03 million gallons per month maximum) of surface water from the Chipola River for diversion and impoundment, a combined average annual withdrawal of 1.64 million gallons per day (65.08 million gallons per month maximum) of surface water from the freshwater canal for public supply use, a combined average annual withdrawal of 0.0013 million gallons per day (0.2321 million gallons per month maximum) of groundwater from the Floridan aquifer for public supply use, and a combined average annual withdrawal of 0.0002 million gallons per day (0.0281 million gallons per month maximum) of groundwater from the Intermediate aquifer for public supply use. The individual facilities authorized to make these combined withdrawals are shown in the table below. The total combined amounts of water withdrawn by all facilities listed shall not exceed the amounts identified above.

3. Individual Withdrawal Facility Authorization

Surface Water (Chipola River) Facilities

Facility ID #	Station ID	Location SEC,TWN,RNG
CPSJ #1	17518	Sec.034,T05,R09
CPSJ #2	17517	Sec.034,T05,R09
CPSJ #3	17516	Sec.034,T05,R09

Surface Water (Freshwater Canal) Facilities

Facility ID #	Station ID	Location SEC,TWN,RNG
Raw #1	331964	Sec.036,T07,R11
Raw #2	331965	Sec.036,T07,R11
Raw #3	331966	Sec.036,T07,R11

Groundwater Facilities

Facility ID #	FLUWID	Location SEC,TWN,RNG
PSJ #1	AAA2251	Sec.036,T07,R11
PSJ #3	AAA0419	Sec.036,T07,R11
PSJ #4R	AAD5500	Sec.036,T07,R11
PSJ #5	AAA2252	Sec.036,T07,R11
WTP #1	AAA2250	Sec.035,T07,R11

4. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number (e.g. AAA2251 for PSJ #1) and each surface water intake by its station identification number when submitting reports or otherwise corresponding with the District.

5. The use of the permitted water withdrawal is restricted to the use classification set forth by the Permit. Any change in the use of said water shall require a modification of this Permit.

6. The Permittee, by April 1, 2025, shall develop and submit a plan for review and approval regarding the operation and maintenance of the surface water intakes and pumps at the Chipola River which results in maintaining an elevation on the freshwater canal which limits discharge of water from the freshwater canal via culvert, weir, or other flow through pipe or mechanism. This plan shall not include the raising of weirs or other structures such that impacts and flooding would occur upstream of the freshwater canal intakes. The plan shall include a method of measuring and reporting the amount of water discharged out of the freshwater canal into the Gulf County Canal and Saint Joseph Bay. Upon District approval, the Permittee shall implement the plan and begin submitting the amounts discharged from the freshwater canal quarterly (e.g. measurements obtained in April through June are due by July 31). If the plan includes withdrawing more water from the freshwater canal as a result of executing an agreement with other municipalities or counties to provide alternative water supplies to other areas, the Permittee may need to submit a formal modification to increase the allocations for the amounts outlined in the contracts. The Permittee shall submit the plan for review and approval to water.use@nwfwater.com and reference the permit condition in the plan.

7. The Permittee, by January 31 of each year, shall submit a water use report for the previous calendar year (January – December), even if no water is used. The Permittee shall record the data required including total water usage on Water Use Summary Reporting Form (Form 172). The Permittee shall also report any bulk water purchased or sold. The Permittee shall record the meter readings on January 1 and December 31. The Permittee, prior to the installation of flow meter(s) on all production wells and all surface water intakes, shall record the water usage based on pump run time or other approved methods. The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com. The next report is due by January 31, 2025.

8. The Permittee, by September 1, 2025, shall install and maintain, in working order, in-line totalizing flow meters at the well heads on all wells and all intakes on the Chipola River and freshwater canal. The Permittee may use one meter for all Chipola River intakes if configured with a manifold and one meter for all freshwater canal intakes if configured with a manifold. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, within 30 days of meter installation, shall provide documentation to the District that the required flow meters have been installed and report the initial meter readings.

9. The Permittee, by October 31, 2027, and at the time of requesting a permit modification or renewal, shall submit documentation of the flow meter calibration and accuracy ratings for all flow meters to the District using the Flow Meter Accuracy Report Form (Form 170). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com.

10. The Permittee, by September 1, 2024, shall remove all pipes, intakes, and other withdrawal structures on the freshwater canal not authorized under this permit and submit a list of withdrawal structures removed along with their locations and a certification to the District that it was

accomplished. The water withdrawn from the Chipola River diverted to the freshwater canal is only authorized for public supply use. District staff shall conduct a follow-up inspection verifying the decommissioning of such structures.

11. The Permittee, by September 1, 2024, shall install and maintain a staff gage near any flow through structures (pipes, culverts, etc.) on the freshwater canal and submit to the District the elevation of any flow through structures in reference to the staff gage. The Permittee shall record the water level reading from the staff gage weekly. At a minimum, the weekly reading shall include the date, time and staff gage reading to 0.01 foot precision. The Permittee, by the fifteenth of each month, shall submit a report of measurements taken during the previous month (e.g. the report containing measurements taken during the month of September 2024 is due by October 15, 2024).

12. The Permittee shall properly maintain the staff gage at the weir outfall, and each day, record the water level reading from the staff gage. At a minimum, the daily readings shall include the date, time and staff gage reading to 0.01 foot precision. The Permittee, by the fifteenth of each month, shall submit a report of measurements taken during the previous month (e.g. the report containing measurements taken during the month of June 2024 is due by July 15, 2024).

13. The Permittee shall utilize surface water for public supply use. The Permittee shall request approval from the District prior to use of the wells if an emergency occurs where use of the wells is needed.

14. The Permittee, by December 31, 2027, and at the time of permit renewal or modification shall provide a map showing areas where service is actually provided as well as the overall franchise area allocated to the utility by the county, Public Service Commission or other authorizing entity. Definable areas within a service area that are served by domestic potable wells shall be delineated as non-served unless the area will be supplied by the utility within the term of the permit. The Permittee shall submit the map in digital format compatible with ESRI ArcGIS software, if available.

15. The Permittee, by July 31 every year, shall conduct and submit to the District the results of a comprehensive evaluation of water use practices in the Permittee's service area and a list of measures that provide for the enhancement of water conservation/efficiency measures, reduce water demand and water losses, and prevent exceedance of the authorized amounts. The list shall include but is not limited to:

    a. The evaluation undertaken to identify/detect leaks and inaccurate flow meters and verify treatment losses;
    b. The basis of the determinations made;
    c. Other water conservation practices the Permittee determines are feasible to implement within a year of permit issuance or renewal;
    d. Any water conservation/efficiency measures planned for future implementation; and,
    e. Installation of equipment which supports conservation.

    The Permittee shall include the measures implemented during the previous year. If the Permittee determines that any of the listed measures are no longer feasible, the report shall describe the specific reasons they cannot be implemented.

16. The Permittee shall have static water levels for Floridan Aquifer well PSJ #1 (FLUWID AAA2251) measured within the first two weeks of January and July using a District-approved water level measuring device. Water levels shall be taken following a minimum 24-hour non-pumping period as much as is practicable, reported as depth-to-water below a pre-defined measuring point. All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. All static water level reports shall include the date and time the well was

turned off, date and time the measure was taken, and the water level measurement to 0.01 foot for steel/electric tape and 1.0 precision for airline methods, respectively. The Permittee, if utilizing the airline method, shall also report airline length, gauge reading, linear distance of the airline terminus from land surface, and a description of where the airline terminates (e.g. land surface, pump base, pressure gauge, etc.). The Permittee shall submit the results to the District by the last day of the month in which the measurement is made (e.g. measurements made during the first two weeks of January are due by January 31). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly and emailing it to compliance@nwfwater.com

17. The Permittee shall collect water quality samples for laboratory analyses from wells PSJ #1 (FLUWID AAA2251) and WTP #1 (FLUWID AAA2250) within the first two weeks of January and July in each year. Prior to sampling, the Permittee shall purge a minimum of three well volumes and report, with each set of test results: the duration of purging, purge volume, and purge rates used. All sampling and analysis methodologies used shall conform to standards established in Chapter 62-160, F.A.C., Quality Assurance. Furthermore, all water quality analysis shall be conducted by a laboratory with National Environmental Laboratory Accreditation Program (NELAP) and Florida Department of Health Rule 64E-1, F.A.C., certification for the constituents of concern. The water quality analyses shall include the following constituents: chloride, sodium, and total dissolved solids**.** The Permittee shall submit results from tests conducted by the last day of the following month (e.g., data for samples collected in January are due by February 28). At the time of modification or renewal, the Permittee shall submit a summary and analysis of the water quality data collected for the wells for the entire period of record. The Permittee, if preferred, may submit the report electronically by e-mailing it to compliance@nwfwater.com.

18. The Permittee, prior to January 31, 2026, shall conduct a new evaluation and submit to the District the feasibility of providing reclaimed water within its service area to users that would provide for a direct reduction in groundwater withdrawals. The investigation shall be sufficiently detailed to document the findings of the determination. If determined technically, economically, and environmentally feasible, the Permittee shall provide an implementation schedule for supplying the reclaimed water.

19. The Permittee shall continue to expand and enhance its reuse system, with the goal to provide for 100 percent beneficial reuse of available wastewater flows to offset groundwater withdrawals. The Permittee, by September 30, 2027, shall provide the District with a progress report regarding the reuse utilization goal.

20. The Permittee shall consider implementation of a requirement or mandate providing for enhanced irrigation efficiency, including alternate days and specific times for irrigation (e.g., odd/even days and 4 p.m. to 10 a.m.). The Permittee shall provide descriptions of any new requirements or ordinances under consideration which further the goal of enhanced irrigation efficiency and shall provide copies of any such requirement once adopted.

21. The Permittee shall ensure its Water Conservation and Efficiency Program achieves the goals listed below. The Permittee, by March 31 of each year and at the time of permit modification or renewal, shall report to the District its performance regarding each element of the Water Conservation and Efficiency Program during the previous calendar year.

    a. Achieve and maintain total and real water losses less than or equal to 10 percent of the distribution system, unless the Permittee demonstrates using American Water Works Association (AWWA) methods that a higher loss rate is appropriate for the distribution system. The Permittee shall report water losses each year, compare estimated water losses to the goal(s), and briefly

describe ongoing or planned water loss reduction measures. Submittals shall include calculations for unaccounted for water as well as leaks and breaks.

b. Maintain average residential per capita daily water use of 110 gallons or less. The residential per capita water use shall be calculated as the amount of water used by residential dwelling units divided by the residential population served. The residential population served can be estimated as the number of residential dwelling units served multiplied by the average persons per household derived from US Census data. Adjustments to account for seasonal or tourist populations can be made, if adequately documented. The Permittee shall report a summary description of status regarding the per capita use goal.

c. Initiation or continued implementation and enhancement of a public education and information campaign to promote water conservation and efficiency. The campaign shall consist of activities such as informative billing, periodic mail outs to customers, website announcements, newspaper notices, etc. Public education and information efforts shall be implemented at least annually. The Permittee shall provide a description of the public education and information campaign. The Permittee shall utilize a strategy designed to regularly reach year-round and part-time residents and tourists. The campaign shall consist of newspaper notices and articles, periodic radio and television announcements, periodic mail-outs to customers and the posting of signs and informational brochures in the rooms of hotels, motels and rental property. The campaign shall be oriented to emphasize the program being implemented and water conservation in general, and on at least an annual basis, shall also specifically inform existing customers of ways to save water, ways to detect leaks, reduce demands, enhance efficiency, and detail the automatic irrigation shut-off requirement of Chapter 373.62, F.S. The Permittee shall provide a description of the public education and information campaign to the District by March 31 of each year.

d. The Permittee shall submit a copy of its rate structure annually. The Permittee shall perform a rate structure evaluation with the intended purpose of creating or maintaining a structure to promote water use efficiency and discourage waste while providing for a lifeline initial rate. Any refinements shall take into consideration the water use characteristics of the service area and provide financial incentives to customers to conserve and use water efficiently. The Permittee, by March 31, 2028, shall submit to the District the results of the evaluation and a schedule for considering the changes to such a rate structure and a copy of its present/current rate structure as well as analysis and projection of the amount of water projected to be conserved.

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

a.

Use Type	Average Number of Active Meter Connections	Annual Average Water Use (Gallons per Day)
1. Residential (also complete table below)		
2. Commercial and Industrial Uses		
3. Agricultural Uses		
4. Non-Residential Recreational/Aesthetic Uses		
5. Water Sold/Transferred to Other Utilities		
6. Institutional Uses (schools, hospitals, etc.)		

7. Fire Protection and Other Utility Uses		
8. Other _____ (describe)		
TOTAL (Add items 1 through 8)		

b.

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

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

23. If the Permittee wishes to separate wastewater well WTP #1 from this permit, the Permittee shall submit a modification to remove well WTP #1 from the permit at the same time a new individual water use permit application is submitted to the District for the uses associated with well WTP #1.

24. The Permittee shall conduct and submit to the District by February 1, 2029, and upon renewal, a quantitative analysis of hydrologic monitoring results over the duration of the 5-year permit period (2024-2029) to include hydrographs. Specifically, the evaluation shall address any observed impacts to the aquifers and Chipola River water level(s) and water quality. The analysis shall evaluate impacts to water levels and water quality by analyzing available water level data, water quality data, pumping data, rainfall data, and hydrogeological data. The Permittee shall discuss any observable trends in the data and provide an evaluation of whether observed trends are a potential result of the Permittee's water use.

25. The Permittee shall encourage and provide for the efficient and non-wasteful use of water, and shall implement water conservation measures, including a proactive leak detection program, designed to enhance water use efficiency and reduce water demand and water losses.

26. The Permittee shall properly plug and abandon any well determined unsuitable for its intended use, not properly operated and maintained, or removed from service. The well(s) shall be plugged and abandoned to district standards in accordance with section 40A-3.531, Florida Administrative Code.

Standard Conditions

27. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke

this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

28. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

29. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

30. The Permittee shall notify the District in writing within 45 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the project and/or related facilities from which the permitted water use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40A-2.351, F.A.C. Alternatively, the Permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

31. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.

32. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

33. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and section 40A-2.331, F.A.C., are applicable to permit modifications.

34. The Permittee, prior to the construction, alteration and/or enhancement of any surface water withdrawal, diversion, or management system, shall contact the District to determine if a permit will be required. A permit would be required by the District for activities including creek sandbagging, sump excavation, and any maintenance beyond that considered routine or custodial.

35. The Permittee shall maximize the use of reclaimed water if it is available and its use is environmentally, economically and technically feasible.

36. The Permittee shall not utilize water to fill or augment the level of water bodies for aesthetic purposes.

37. The District reserves the right to curtail permitted withdrawal and diversion rates if the withdrawal or diversion causes harm to legal uses of water, offsite land use, or water resources and associated environmental features that existed at the time of permit application.

38. The Permittee shall not cause harmful saltwater intrusion. The District reserves the right to curtail permitted withdrawal rates if withdrawals cause harmful saline water intrusion.

39. The Permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to sections 373.042 and 373.0421, F.S. If the Permittee's use of water causes or contributes to such a reduction, then the District shall modify or revoke the permit, in whole or in part, unless the Permittee implements all provisions applicable to the Permittee's use in a District-approved recovery or prevention strategy.

40. The Permittee shall mitigate any harm caused by withdrawals or diversions permitted herein on legal water uses, offsite land use, and water resources and associated environmental features which existed at the time of permit application. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall complete the required mitigation within 30 days. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made, and any mitigation action undertaken.

PENNINGTON P.A.

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MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: April 2, 2024

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1. *Michael Lee vs. Northwest Florida Water Management District,* Walton County Circuit Court Case No. 2023-CA-000266

This is a personal injury suit brought by Michael Lee, plaintiff. Plaintiff alleges that he was riding his bicycle on September 28, 2022, when he was struck and injured by a District vehicle. The complaint was filed in March 2023 and served on June 19, 2023. The complaint was forwarded to the District's liability insurance carrier and a claim was made. The insurance carrier has retained the Coppins Monroe law firm in Tallahassee as defense counsel for the District.

Through defense counsel, the District has answered the complaint, denied the allegations, and raised affirmative defenses.

Responses to the District's initial discovery requests have been received by defense counsel. Plaintiff has served initial discovery upon the District and the District has responded. Depositions of the plaintiff and the District's employee driver were taken on January 10, 2024. The Court has not set a trial date.

Mediation has been set for May 1, 2024 at 1:30PM CT, to be held remotely via Zoom video. The mediator is Brian Kirkland.