

# Governing Board Meeting

## *Agenda and Meeting Information*

*April 28, 2026*

*9:00 a.m.*

*Brooksville Office*

2379 Broad Street • Brooksville, Florida  
(352) 796-7211 • 1-800-423-1476

Southwest Florida  
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



2379 Broad Street, Brooksville, Florida 34604  
(352) 796-7211 or 1-800-423-1476 (FL only)  
WaterMatters.org

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Employer

The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at [WaterMatters.org/ADA](http://WaterMatters.org/ADA).

## Final Agenda GOVERNING BOARD MEETING

APRIL 28, 2026  
9:00 AM

2379 BROAD STREET, BROOKSVILLE, FL 34604  
(352) 796-7211

*All meetings are open to the public*

MEETING NOTICE

- › Viewing of the Board meeting will be available through the District's website at [WaterMatters.org](http://WaterMatters.org).
- › Public input will be taken only at the meeting location.
- › Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

Pursuant to Section 373.079(7), Florida Statutes, all or part of this meeting may be conducted by means of communications media technology in order to permit maximum participation of Governing Board members.

The Governing Board may take official action at this meeting on any item appearing on this agenda and on any item that is added to this agenda as a result of a change to the agenda approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes.

The order of items appearing on the agenda is subject to change during the meeting and is at the discretion of the presiding officer.

Public Comment will be taken after each presentation and before any Governing Board action(s) except for Governing Board hearings that involve the issuance of final orders based on recommended Orders received from the Florida Division of Administrative Hearings.

Unless specifically stated, scheduled items will not be heard at a time certain.

The current Governing Board agenda and minutes of previous meetings are available at [WaterMatters.org](http://WaterMatters.org).

### Bartow Office

170 Century Boulevard  
Bartow, Florida 33830  
(863) 534-1448 or 1-800-492-7862 (FL only)

### Sarasota Office

78 Sarasota Center Boulevard  
Sarasota, Florida 34240  
(941) 377-3722 or 1-800-320-3503 (FL only)

### Tampa Office

7601 Hwy 301 N  
Tampa, Florida 33637  
(813) 985-7481 or 1-800-836-0797 (FL only)

## 1. CONVENE PUBLIC MEETING

- 1.1 Call to Order
- 1.2 Invocation and Pledge of Allegiance
- 1.3 Employee Recognition
- 1.4 Additions/Deletions to Agenda
- 1.5 Public Input for Issues Not Listed on the Published Agenda

## 2. CONSENT AGENDA

- 2.1 **Finance/Outreach & Planning Committee:** Knowledge Management: Administrative Fees Governing Board Policy
- 2.2 **Finance/Outreach & Planning Committee:** Knowledge Management: Records Management Governing Board Policy
- 2.3 **Resource Management Committee:** FARMS – 597 Josh Road, LLC – H848 (Hardee County)
- 2.4 **Resource Management Committee:** Sebring Watershed Management Plan Update Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q099 (Highlands County)
- 2.5 **Resource Management Committee:** Klosterman Bayou Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q083 (Pinellas County)
- 2.6 **Resource Management Committee:** Final Sarasota Bay Surface Water Improvement and Management (SWIM) Plan – W601
- 2.7 **Resource Management Committee:** Tampa Bay Estuary Program Third Amended and Restated Interlocal Agreement – W027
- 2.8 **Operations, Lands & Resource Monitoring Committee:** Residential Security Lease Agreement for Kirkland Ranch – SWF Parcel No. 13-798-103X (Pasco County)
- 2.9 **Operations, Lands & Resource Monitoring Committee:** Rockmine Road Timber Harvest Agreement (Sumter County)
- 2.10 **Operations, Lands & Resource Monitoring Committee:** FDACS – SWFWMD Wildland Fire Cooperative Agreement
- 2.11 **Regulation Committee:** Water Use Permit No. 20000660.011 – Farmland Reserve, Inc. / Sun City Parcel (Hillsborough County)
- 2.12 **General Counsel's Report:** Approval of First Amendment to Emergency Order No. SWF 26-004 – Declaration of Emergency Regarding the Lower and Middle Pools of the Tampa Bypass Canal (Hillsborough County)
- 2.13 **General Counsel's Report:** Approval of Emergency Order No. SWF 26-010 – Declaration of Emergency Regarding the Lower Hillsborough River Minimum Flows (Hillsborough County)
- 2.14 **Executive Director's Report:** Approve Governing Board Minutes – March 24, 2026

### **3. FINANCE/OUTREACH & PLANNING COMMITTEE**

3.1 **Discussion:** Consent Item(s) Moved to Discussion

3.2 **Discussion:** Action Item: Investment Strategy Quarterly Update

3.3 **Submit & File:** Information Item: Budget Transfer Report

3.4 **Submit & File:** Information Item: Office of Inspector General Quarterly Update – January 1, 2026 to March 31, 2026

### **4. RESOURCE MANAGEMENT COMMITTEE**

4.1 **Discussion:** Consent Item(s) Moved to Discussion

4.2 **Discussion:** Action Item: Fiscal Year 2027 Cooperative Funding Initiative Update

### **5. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE**

5.1 **Discussion:** Consent Item(s) Moved to Discussion

5.2 **Discussion:** Information Item: Hydrologic Conditions Report

### **6. REGULATION COMMITTEE**

6.1 **Discussion:** Consent Item(s) Moved to Discussion

### **7. GENERAL COUNSEL'S REPORT**

7.1 **Discussion:** Consent Item(s) Moved to Discussion

7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions

### **8. COMMITTEE/LIAISON REPORTS**

8.1 **Discussion:** Information Item: Agricultural and Green Industry Advisory Committee

### **9. EXECUTIVE DIRECTOR'S REPORT**

9.1 **Discussion:** Information Item: Executive Director's Report

### **10. CHAIR'S REPORT**

10.1 **Discussion:** Information Item: Chair's Report

10.2 **Discussion:** Information Item: Employee Milestones

### **ADJOURNMENT**



An Equal Opportunity Employer

# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

**Bartow Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
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**Sarasota Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Office**  
7601 U.S. 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

## GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 2025

OFFICERS	
Chair	John Mitten
Vice Chair	Jack Bispham
Secretary	Ashley Bell Barnett
Treasurer	John E. Hall

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE
Chair Dustin Rowland

REGULATION COMMITTEE
Chair James Holton

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair John E. Hall*

- John R. Mitten**  
Chair, Hernando, Marion
- Jack Bispham**  
Vice Chair, Manatee
- Ashley Bell Barnett**  
Secretary, Polk
- John E. Hall**  
Treasurer, Polk
- Kelly S. Rice**  
Former Chair, Citrus, Lake, Levy, Sumter
- Michelle Williamson**  
Former Chair, Hillsborough
- Brian Aungst Jr.**  
Pinellas
- Josh Gamblin**  
DeSoto, Hardee, Highlands
- James Holton**  
Pinellas
- Dustin Rowland**  
Pasco
- Robert Stern**  
Hillsborough
- Jim Turner**  
Charlotte, Sarasota
- Nancy Watkins**  
Hillsborough, Pinellas
- Brian J. Armstrong, P.G.**  
Executive Director

All Governing Board members are a member of each committee.

\* Board policy requires the Governing Board Treasurer to chair the Finance/Outreach and Planning Committee.

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Dustin Rowland
Environmental Advisory Committee	Josh Gamblin
Industrial, Commercial & Institutional Advisory Committee	James Holton
Public Supply Advisory Committee	Robert Stern

OTHER LIAISONS	
Central Florida Water Initiative	Ashley Bell Barnett
Spring Coast Steering Committee	Kelly Rice
Coastal & Heartland National Estuary Partnership Policy Committee	John E. Hall
Sarasota Bay Estuary Program Policy Board	Jack Bispham
Tampa Bay Estuary Program Policy Board	Nancy Watkins
Tampa Bay Regional Planning Council	Vacant

**Southwest Florida Water Management District Schedule of Meetings  
Fiscal Year 2026**

**Governing Board Meeting**

October 28, 2025 – 9:00 a.m., Brooksville Office  
November 18, 2025 – 9:00 a.m., Tampa Office  
December 16, 2025 – 9:00 a.m., Brooksville Office  
January 27, 2026 – 9:00 a.m., Tampa Office  
February 24, 2026 – 9:00 a.m., Brooksville Office  
March 24, 2026 – 9:00 a.m., Tampa Office  
April 28, 2026 – 9:00 a.m., Brooksville Office  
May 19, 2026 – 9:00 a.m., Tampa Office  
June 23, 2026 – 9:00 a.m., Brooksville Office  
July 28, 2026 – 9:00 a.m., Tampa Office  
August 25, 2026 – 9:00 a.m., Brooksville Office  
September 22, 2026 – 3:00 p.m., Tampa Office

**Governing Board Workshop**

December 16, 2025 – 9:30 a.m., Brooksville Office

**Governing Board Budget Hearing – 5:01 p.m., Tampa Office**

2026 – September 8 & 22

**Agricultural and Green Industry Advisory Committee – 10 a.m.**

2025 – December 2

2026 – March 10 (replaced with March 27 tour), June 9, September 8

**Environmental Advisory Committee – 10 a.m.**

2025 – October 14

2026 – January 13, April 14, July 14

**Industrial, Commercial, Institutional Advisory Committee – 10 a.m.**

2025 – November 4

2026 – February 10 (replaced with Feb. 20 tour), May 5, August 11

**Public Supply Advisory Committee – 1 p.m.**

2025 – November 4

2026 – February 10 (replaced with Feb. 20 tour), May 5, August 11

**Springs Coast Management Committee – 1:30 p.m.**

2026 – February 18, July 8

**Springs Coast Steering Committee – 2 p.m.**

2026 – March 4, July 29

**Meeting Locations**

Brooksville Office – 2379 Broad St., Brooksville, FL 34604

Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637

# Governing Board Meeting

April 28, 2026

## 1. CONVENE PUBLIC MEETING

1.1	Call to Order.....	6
1.2	Invocation and Pledge of Allegiance.....	7
1.3	Employee Recognition .....	8
1.4	Additions/Deletions to Agenda .....	9
1.5	Public Input for Issues Not Listed on the Published Agenda.....	10

**CONVENE PUBLIC MEETING**

**April 28, 2026**

**Call to Order**

The Board Chair calls the meeting to order. The Board Secretary confirms that a quorum is present. The Board Chair then opens the public meeting. Anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should fill out and submit a speaker's card. Comments will be limited to three minutes per speaker, and, when appropriate, exceptions to the three-minute limit may be granted by the Chair. Several individuals wishing to speak on the same issue/topic should designate a spokesperson.

Presenter:

John Mitten, Chair

**CONVENE PUBLIC MEETING**

**April 28, 2026**

**Invocation and Pledge of Allegiance**

An invocation is offered. The Board Chair conducts the Pledge of Allegiance to the Flag of the United States of America.

Presenter:

John Mitten, Chair

**CONVENE PUBLIC MEETING**

**April 28, 2026**

**Employee Recognition**

Staff that have reached 20 or more years of service at the District will be recognized.

Presenter:

John Mitten, Chair

**CONVENE PUBLIC MEETING**

**April 28, 2026**

**Additions/Deletions to Agenda**

According to Section 120.525(2), Florida Statutes, additions to the published agenda will only be made for "good cause" as determined by the "person designated to preside." Based upon that authority, the Chair has determined that good cause exists to make certain changes to the agenda. These changes are being made in order to permit the Governing Board to efficiently accomplish necessary public business at this meeting and to reflect the items on the agenda that have been requested or suggested to be deleted, revised, supplemented or postponed.

ADDITIONS: The items that have been added to the agenda were received by the District after publication of the regular agenda. The Board was provided with the information filed and the District staff's analyses of these matters. Staff has determined that action must be taken on these items prior to the next Board meeting. Therefore, it is the District staff's recommendation that good cause has been demonstrated and should be considered during the Governing Board's meeting.

**Staff Recommendation:**

Approve the recommended additions and deletions to the published agenda if necessary.

**Presenter:**

Brian J. Armstrong, P.G., Executive Director

**CONVENE PUBLIC MEETING**

**April 28, 2026**

**Public Input for Issues Not Listed on the Published Agenda**

At this time, the Board will hear public input for issues not listed on the published agenda.

Presenter:

John Mitten, Chair

# Governing Board Meeting

April 28, 2026

## 2. CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine and action will be taken by one motion, second of the motion and approval by the Board. If discussion is requested by a Board member, that item(s) will be deleted from the Consent Agenda and moved to the appropriate Committee or Report for consideration.

2.1	<b>Finance/Outreach &amp; Planning Committee:</b> Knowledge Management: Administrative Fees Governing Board Policy .....	11
2.2	<b>Finance/Outreach &amp; Planning Committee:</b> Knowledge Management: Records Management Governing Board Policy .....	15
2.3	<b>Resource Management Committee:</b> FARMS – 597 Josh Road, LLC – H848 (Hardee County) .....	20
2.4	<b>Resource Management Committee:</b> Sebring Watershed Management Plan Update Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q099 (Highlands County) .....	22
2.5	<b>Resource Management Committee:</b> Klosterman Bayou Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q083 (Pinellas County) .....	24
2.6	<b>Resource Management Committee:</b> Final Sarasota Bay Surface Water Improvement and Management (SWIM) Plan – W601 .....	26
2.7	<b>Resource Management Committee:</b> Tampa Bay Estuary Program Third Amended and Restated Interlocal Agreement – W027 .....	28
2.8	<b>Operations, Lands &amp; Resource Monitoring Committee:</b> Residential Security Lease Agreement for Kirkland Ranch – SWF Parcel No. 13-798-103X (Pasco County) .....	83
2.9	<b>Operations, Lands &amp; Resource Monitoring Committee:</b> Rockmine Road Timber Harvest Agreement (Sumter County) .....	108
2.10	<b>Operations, Lands &amp; Resource Monitoring Committee:</b> FDACS – SWFWMD Wildland Fire Cooperative Agreement .....	120
2.11	<b>Regulation Committee:</b> Water Use Permit No. 20000660.011 – Farmland Reserve, Inc. / Sun City Parcel (Hillsborough County) .....	131
2.12	<b>General Counsel's Report:</b> Approval of First Amendment to Emergency Order No. SWF 26-004 – Declaration of Emergency Regarding the Lower and Middle Pools of the Tampa Bypass Canal (Hillsborough County) .....	151
2.13	<b>General Counsel's Report:</b> Approval of Emergency Order No. SWF 26-010 – Declaration of Emergency Regarding the Lower Hillsborough River Minimum Flows (Hillsborough County) ....	169
2.14	<b>Executive Director's Report:</b> Approve Governing Board Minutes – March 24, 2026 .....	177

**CONSENT AGENDA**

**April 28, 2026**

**Finance/Outreach & Planning Committee: Knowledge Management: Administrative Fees  
Governing Board Policy**

*Purpose*

To approve the recommended updates to the District's Administrative Fees policy. The policy requires a review every two years and approval by the Governing Board of any modifications made thereto.

*Background*

At the March 24, 2026, Governing Board meeting, a brief presentation was provided to review the recommended modifications, which included the following:

1. Updating statutory and state constitution references; and
2. Updating definitions, standards and reference sections to ensure alignment with the District's Administrative Fees Executive Director Procedure.

Board members were encouraged to review the policy and contact Peggy Meinhardt, Records Manager, with any questions or additional recommended changes that they may have, if any.

This is an established policy which is being revised into the District's Knowledge Management template.

*Strategic Plan*

Core Business Process – Knowledge Management

*Exhibit*

Governing Board Policy, Administrative Fees

Staff Recommendation:

Approve the proposed updates to the policy.

Presenter:

Peggy Meinhardt, Records Manager, General Services Bureau

**GOVERNING BOARD POLICY**  
Southwest Florida Water Management District

**Title: Administrative Fees**

**Document Owner:** General Services Bureau Chief

**Approved By:** Board Chair

**Effective Date:** 04/28/2026

**Supersedes:** 01/19/2016

**CONTENTS**

PURPOSE ..... 1  
SCOPE ..... 1  
AUTHORITY ..... 1  
DEFINITIONS ..... 1  
STANDARDS..... 2  
POLICY..... 2  
DISTRIBUTION..... 2  
REFERENCES ..... 2  
REVIEW PERIOD ..... 2  
DOCUMENT DETAILS ..... 3  
APPROVAL ..... 3

**PURPOSE**

To establish criteria for assessing and collecting administrative fees for providing copies of public records in accordance with Sections 119 and 373, Florida Statutes (F.S.) and Article 1, Section 24, Florida Constitution (Art.1, Sect.24, Fla.Const.).

**SCOPE**

This policy applies to all District staff including full-time, part-time, student interns and contract employees.

**AUTHORITY**

Chapter 119.07, F.S. , Chapter 373, F.S. and Art. 1, Sect. 24, Fla Const.

**DEFINITIONS**

**Custodian of Public Records (CoPR)** – The elected or appointed state, county, or municipal officer charged with the responsibility of maintaining the office having public records, or his or her designee. Chapter 119.011(5), F.S.

**Public Records (Records)** – All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the District. A record serves as evidence of the District's functions, policies, decisions, procedures, operations or other activities, Chapter 119.011(12) F.S.

## **GOVERNING BOARD POLICY**

**Title: Administrative Fees**

**Effective Date: 04/28/2026**

**Page 2 of 3**

### **STANDARDS**

Assessment and collection of fees will comply with the District's "Administrative Fees Executive Director Procedure" which is developed in accordance with Chapter 119.07(4) and Chapter 373, Florida Statutes.

### **POLICY**

It is the policy of the Governing Board to assess a fee to any citizen, private or public organization, or government agency for recovering the material and labor costs associated with providing copies of District records. Such fees may be waived under the following conditions:

- 1) Reciprocal arrangements between the District and other governmental entities to waive fees may be approved by the Executive Director or his/her designee.
- 2) Waiver of fees may be granted by a Division Director or higher to individuals or firms under contract to the District.
- 3) On a limited basis, and subject to approval of the Custodian of Public Records, a Bureau Chief can request a waiver of any material and/or labor fees should relevant extenuating circumstances exist with a public records request.

### **DISTRIBUTION**

This Policy will be stored in the designated Governing Board Policy Repository.

### **REFERENCES**

Florida Statutes, Chapter 119

Florida Statutes, Chapter 373

Article 1, Section 24, State Constitution

Administrative Fees Executive Director Procedure

### **REVIEW PERIOD**

This Policy will be reviewed every two years.

**GOVERNING BOARD POLICY**

**Title: Administrative Fees**

**Effective Date: 04/28/2026**

**Page 3 of 3**

**DOCUMENT DETAILS**

Document Name	Administrative Fees
Formerly Known As	N/A
Document Type	Policy
Author(s)	Records Manager
Reviewing Stakeholder(s)	Office of General Counsel
Document Owner Name	Dave Dickens
Document Owner Title	General Services Bureau Chief
Review Period (in days)	730
Span of Control	Governing Board
Supersedes Date	01/19/2016
Effective Date	04/28/2026

**APPROVAL**

\_\_\_\_\_  
John R. Mitten  
Chair

\_\_\_\_\_  
04/28/2026  
Date

**CONSENT AGENDA**

**April 28, 2026**

**Finance/Outreach & Planning Committee: Knowledge Management: Records Management  
Governing Board Policy**

*Purpose*

To approve the recommended updates to the District's Records Management policy. The policy requires a review every two years and approval by the Governing Board of any modifications made thereto.

*Background*

At the March 24, 2026, Governing Board meeting, a brief presentation was provided to review the recommended modifications, which included the following:

1. Updating statutory and state constitution references; and
2. Updating definitions, standards and reference sections to ensure alignment with the District's Records and Information Management Executive Director Procedure.

Board members were encouraged to review the policy and contact Peggy Meinhardt, Records Manager, with any questions or additional recommended changes that they may have, if any.

This is an established policy which is being revised into the District's Knowledge Management template.

*Strategic Plan*

Core Business Process – Knowledge Management

*Exhibit*

Governing Board Policy, Records Management

Staff Recommendation:

Approve the proposed updates to the policy.

Presenter:

Peggy Meinhardt, Records Manager, General Services Bureau

**GOVERNING BOARD POLICY**  
Southwest Florida Water Management District

**Title: Records Management**

**Document Owner:** General Services Bureau Chief

**Approved By:** Board Chair

**Effective Date:** 04/28/2026

**Supersedes:** 07/30/2015

**CONTENTS**

PURPOSE ..... 1  
SCOPE ..... 1  
AUTHORITY ..... 1  
DEFINITIONS ..... 1  
STANDARDS ..... 2  
POLICY ..... 2  
DISTRIBUTION ..... 3  
REFERENCES ..... 3  
REVIEW PERIOD ..... 3  
DOCUMENT DETAILS ..... 4  
APPROVAL ..... 4

**PURPOSE**

To ensure that the District establishes and maintains effective records management procedures for managing public records in accordance with Sections 119 and 373, Florida Statutes (F.S.) and Article 1, Section 24, Florida Constitution (Art1, Sect. 24, Fla.Const.)

**SCOPE**

This policy applies to all District staff including full-time, part-time, student interns and contract employees.

**AUTHORITY**

Chapter 119, F.S., Chapter 373, F.S. and Art. 1, Sect 24, Fla Const.

**DEFINITIONS**

**Custodian of Public Records (CoPR)** – The elected or appointed state, county, or municipal officer charged with the responsibility of maintaining the office having public records, or his or her designee. Chapter 119.011(5), F.S.

**Public Records (Records)** – All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the District. A record serves as evidence of the District's functions, policies, decisions, procedures, operations or other activities, Chapter 119.011(12) F.S.

## **GOVERNING BOARD POLICY**

**Title: Records Management**

**Effective Date: 04/28/2026**

**Page 2 of 4**

**Records Management** - The field of management responsible for the efficient and systematic control of the creation, receipt, distribution, maintenance, retention, use and defensible disposition of records. It also includes processes for capturing and maintaining evidence of, and information about, business activities and transactions in the form of records.

**Records Management Liaison Officer (RMLO)** – Every agency is required by law to appoint an RMLO to serve as point of contact between the agency and the Division of Library and Information Services' records management program. Their duties include coordinating activities, training staff, and implementing policies for the retention, disposition, and organization of the agency's records.

### **STANDARDS**

The Governing Board directs that a District Records Management program be maintained in accordance with all applicable statutes, rules, and the Florida Constitution. The District will ensure that its public records are created and managed according to the requirements of the Public Records Act, Chapter 119, F.S., and the retention schedules established by the Division of Library and Information Services of the Department of State pursuant to Section 257.36, F.S., which directs each public agency to establish and maintain an active and continuing records management program and to designate a Records Management Liaison Officer.

### **POLICY**

The District Records Management program will establish detailed procedures to ensure effective, efficient and economical management methods relating to the creation, utilization, maintenance, retention, preservation, and disposal of all public records created or received by the District. The procedures will ensure that such public records are available for inspection, examination, and duplication under reasonable conditions in compliance with all applicable Florida Statutes and the Florida Administrative Code. The procedures are to include the following elements:

- 1) Preservation of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the District.
  - a) A written record in the form of minutes of the proceedings of all Governing Board meetings, workshops and committee meetings will be prepared, approved and maintained permanently as part of the District Central Records System in a secure, fire resistant and waterproof storage vault.
  - b) Written summaries of hearings on proposed rules will be retained as part of the rulemaking record prepared by the Office of General Counsel, in accordance with Section 120.54(8), F.S.
- 2) Systematic disposal of public records that do not have sufficient legal, fiscal, administrative or archival value in accordance with retention schedules established by the Records and Information Management Program of the Division of Library and Information Services of the Department of State.

## **GOVERNING BOARD POLICY**

**Title: Records Management**

**Effective Date: 04/28/2026**

**Page 3 of 4**

- 3) Availability of all non-exempt District public records for inspection and examination by any person desiring to do so, at any reasonable time, under reasonable conditions while under supervision of the records custodian or designee as prescribed by law. To protect the integrity of the District's records, all inspections and examinations of public records will be conducted under the supervision of District staff for a fee in accordance with District Administrative Fees Policy and Executive Director Procedure.
- 4) Provisions for obtaining copies or certified copies of requested public records upon payment of a fee as prescribed by law.

The Executive Director is responsible for designating the official Records Custodian of the District's records, and for designating a Records Management Liaison Officer. The Records Custodian and Records Management Liaison Officer are charged with the responsibility of maintaining the integrity of the District's Records Management Program.

### **DISTRIBUTION**

This Policy will be stored in the designated Governing Board Policy Repository.

### **REFERENCES**

Chapter 119, Florida Statutes

Section 120.54, Florida Statutes

Section 257.36, Florida Statutes

State General Records Schedule GS1SL

Administrative Fees Governing Board Policy

Administrative Fees Executive Director Procedure

Records Management Liaison Officer (RMLO) Designation Form

Records Custodian Designation Executive Director Memo to Senior Staff

### **REVIEW PERIOD**

This Policy will be reviewed every two years.

**GOVERNING BOARD POLICY**

**Title: Records Management**

**Effective Date: 04/28/2026**

**Page 4 of 4**

**DOCUMENT DETAILS**

Document Name	Records Management
Formerly Known As	N/A
Document Type	Policy
Author(s)	Records Manager
Reviewing Stakeholder(s)	Senior Staff, Office of General Counsel
Document Owner Name	Dave Dickens
Document Owner Title	General Services Bureau Chief
Review Period (in days)	730
Span of Control	Governing Board
Supersedes Date	07/30/2015
Effective Date	04/28/2026

**APPROVAL**

\_\_\_\_\_  
John R. Mitten  
Chair

\_\_\_\_\_  
04/28/2026  
Date

**CONSENT AGENDA**

**April 28, 2026**

**Resource Management Committee: FARMS – 597 Josh Road, LLC – H848 (Hardee County)**

*Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with 597 Josh Road, LLC and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$85,093 (75 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$113,458.

*Project Proposal*

The District received a project proposal from 597 Josh Road, LLC for their 239-acre property located 15 miles east of Zolfo Springs in eastern Hardee County within the Southern Water Use Caution Area (SWUCA). The proposal is for a precision irrigation project and will involve automation of three irrigation pump stations to offset Upper Floridan aquifer groundwater used for the supplemental irrigation of 202 acres of strawberries. The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 474,900 gallons per day (gpd). FARMS project components consist of a weather station, automation of three irrigation pump stations, three soil moisture probes, and three fertigation systems.

*Benefits/Costs*

The proposed project involves water quantity, and water quality best management practices (BMPs) for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS program. The project is expected to reduce groundwater use by about 10 percent, or 47,000 gpd for supplemental irrigation, and to reduce 455 pounds of nitrogen per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the estimated groundwater offset, a reduction of nitrogen application, and a proposed six-year contract term, the cost per thousand gallons of water saved is \$1.22 and the cost per pound of nitrogen reduced per year is \$19.72 (based on the fertigation components). This value is within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of improved irrigation techniques, and nutrient reduction BMPs for row crop operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$2,707,416 remaining in its FARMS Program budget.

*Strategic Plan*

This project supports the District’s Strategic Plan Water Supply Conservation Strategic Initiative and the Heartland Planning Region – SWUCA Recovery Regional Priorities and Objectives.

*Exhibit*

Location Map

Staff Recommendation:

1. Approve the 597 Josh Road, LLC project for a not-to-exceed project reimbursement of \$85,093 provided by the Governing Board;
2. Authorize the transfer of \$85,093 from fund 010 H017 Governing Board FARMS Fund to the 597 Josh Road, LLC project fund;
3. Authorize the Division Director to sign the agreement.

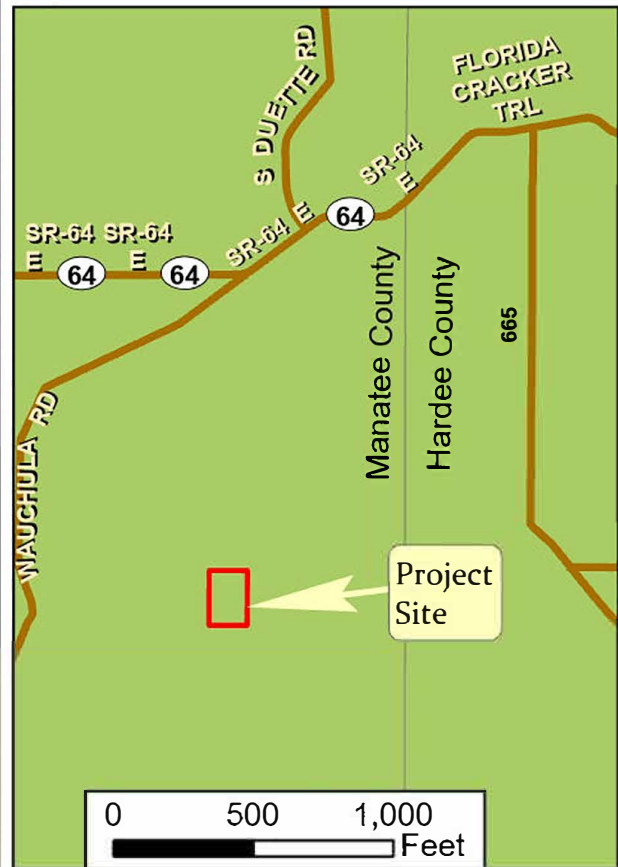
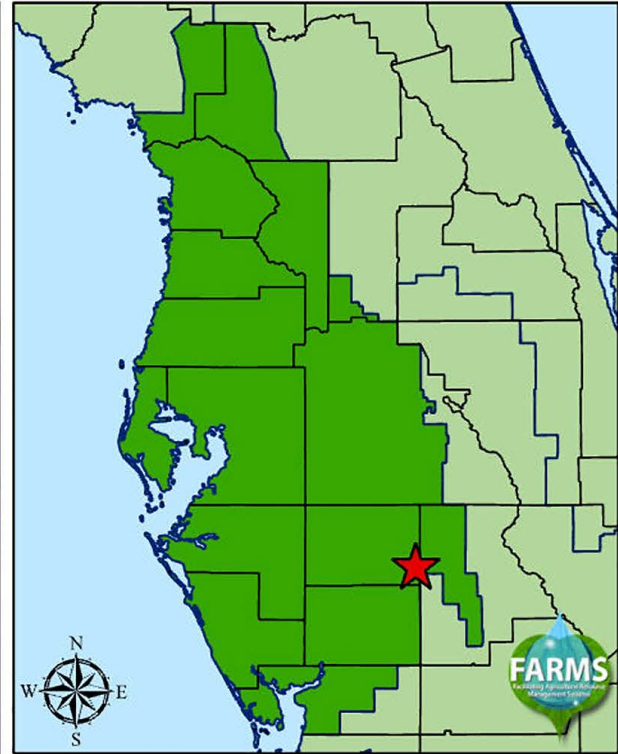
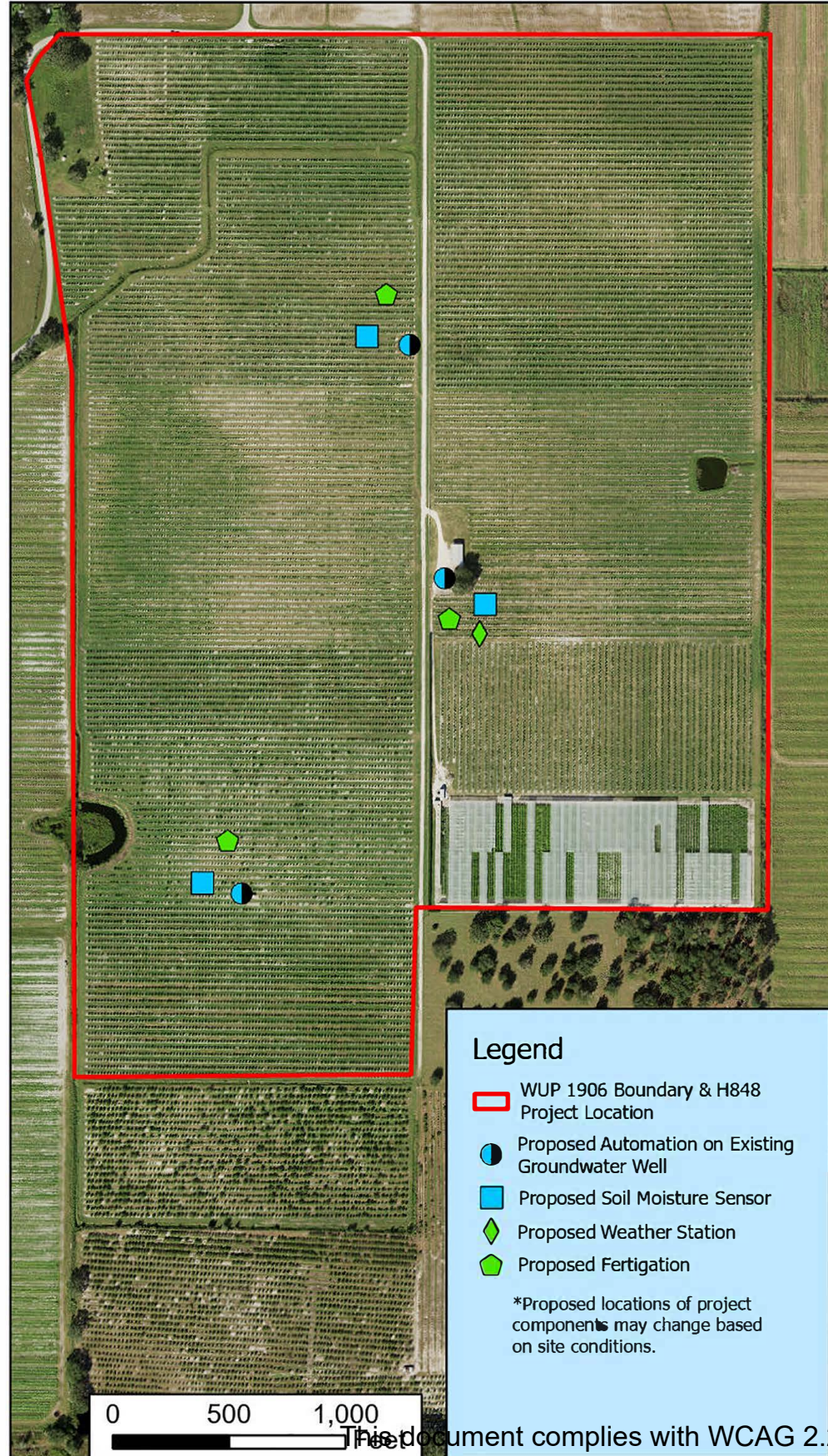
Presenter:

Carole J. Estes, P.G., FARMS Program Manager, Water Resources Bureau

# Location Map

## 597 Josh Road, LLC

### FARMS Project H848



#### Legend

- ▭ WUP 1906 Boundary & H848 Project Location
- Proposed Automation on Existing Groundwater Well
- Proposed Soil Moisture Sensor
- ◆ Proposed Weather Station
- ⬠ Proposed Fertigation

\*Proposed locations of project components may change based on site conditions.

**CONSENT AGENDA**

**April 28, 2026**

**Resource Management Committee: Sebring Watershed Management Plan Update Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q099 (Highlands County)**

*Purpose*

Request the Board's approval to use the Sebring Watershed Management Plan (WMP) Update floodplain information for regulatory purposes and to update Flood Insurance Rate Maps (FIRMs) in Highlands County (County). The WMP evaluates the capacity of the watershed to achieve flood protection primarily through computer modeling. The watershed model and floodplain information have gone through the District's process that includes internal review and external peer review by experienced licensed professional engineers. The WMP floodplain information serves as the basis for updating the FIRMs for the Federal Emergency Management Agency (FEMA). The County may coordinate with FEMA to produce the preliminary FIRMs at a future date. This coordination may include additional public meetings to present the preliminary floodplain information, provide an opportunity for additional comments, and incorporate this information into FEMA's mapping specifications.

*Background/History*

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for 107 watersheds throughout the District. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2026-2030. Upon the Governing Board's approval, WMP floodplain information for these watersheds is typically used as best information available by the ERP program.

Floodplain information for the Sebring watershed was prepared by a District hired consultant Geosyntec Consultants, Engineering Firm of Record, reviewed by District and County staff, and then reviewed by the District's independent peer review consultant, Johnson, Mirmiran & Thompson (JMT). Floodplain information for the watershed was presented for public review and comment through a virtual public outreach in October 2025. During the outreach period, the District received approximately 68 public comments. This data was used to make model refinements where appropriate. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent the most accurate floodplain information available for the watershed.

*Strategic Plan*

This Watershed Management Plan supports the District's Strategic Plan Flood Protection Strategic Initiative.

*Exhibit*

None.

Staff Recommendation:

Approve use of the Sebring Watershed Management Plan Update floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Highlands County.

Presenter:

Terese Power, P.E. CFM, Manager, Engineering and Project Management Bureau

**CONSENT AGENDA**

**April 28, 2026**

**Resource Management Committee: Klosterman Bayou Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps – Q083 (Pinellas County)**

*Purpose*

Request the Board’s approval to use the Klosterman Bayou Watershed Management Plan (WMP) floodplain information for regulatory purposes and to update Flood Insurance Rate Maps (FIRMs) in Pinellas County (County). The WMP evaluates the capacity of the watershed to achieve flood protection primarily through computer modeling. The watershed model and floodplain information have gone through the District’s process that includes internal review and external peer review by experienced licensed professional engineers. The WMP floodplain information serves as the basis for updating the FIRMs for the Federal Emergency Management Agency (FEMA). The County may coordinate with FEMA to produce the preliminary FIRMs at a future date. This coordination may include additional public meetings to present the preliminary floodplain information, provide an opportunity for additional comments, and incorporate this information into FEMA’s mapping specifications.

*Background/History*

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government’s understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for 107 watersheds throughout the District. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District’s Strategic Plan 2026-2030. Upon the Governing Board’s approval, WMP floodplain information for these watersheds is typically used as best information available by the ERP program.

Floodplain information for the Klosterman Bayou watershed was prepared by a County hired consultant Applied Sciences, Engineering Firm of Record, reviewed by District and County staff, and then reviewed by the County’s independent peer review consultant, Jones Edmunds. Floodplain information for the watershed was presented for public review and comment through a virtual public outreach in February 2024. During the outreach period, the County received approximately 4 public comments. This data was used to make model refinements where appropriate. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent the most accurate floodplain information available for the watershed.

*Strategic Plan*

This Watershed Management Plan supports the District’s Strategic Plan Flood Protection Strategic Initiative.

*Exhibit*

None.

Staff Recommendation:

Approve use of the Klosterman Bayou Watershed Management Plan Update floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Pinellas County.

Presenter:

Terese Power, P.E., CFM, Manager, Engineering and Project Management Bureau

**CONSENT AGENDA**

**April 28, 2026**

**Resource Management Committee: Final Sarasota Bay Surface Water Improvement and Management (SWIM) Plan – W601**

*Purpose*

The purpose of this item is to request approval of the Sarasota Bay SWIM Plan in accordance with Section 373.453, Florida Statutes (F.S.).

*Background/History*

In 1987, the Florida Legislature established the Surface Water Improvement and Management (SWIM) Act in response to the increasing occurrence of surface waterbodies that were degraded or trending towards degradation. The Act requires the five water management districts to maintain and update a priority list of water bodies of regional or statewide significance within their boundaries and develop plans and programs for the improvement of those water bodies.

Sarasota Bay was designated as an "Estuary of National Significance" by the U.S. Environmental Protection Agency in 1989 and the Sarasota Bay Estuary Program (SBEP) was formed in 1995. Also in 1995, Sarasota Bay was adopted as a SWIM priority waterbody and designated by the Florida Department of Environmental Protection (FDEP) as an Outstanding Florida Water. In 2022, the SBEP Comprehensive Conservation and Management Plan (CCMP) was updated to synthesize decades of scientific research to develop actions to address the Bay's most pressing problems. This Sarasota Bay SWIM Plan update is complementary to the SBEP CCMP as the two share a consistent focus on management actions, priorities, and initiatives with the SWIM Plan focused on the District's areas of responsibility.

The draft Sarasota Bay SWIM Plan was presented to the SBEP Technical Advisory Committee which includes representatives from the FDEP, Florida Department of Agriculture and Consumer Services (FDACS), Florida Fish and Wildlife Conservation Commission (FFWCC), regional planning councils and local governments within the Sarasota Bay watershed. The draft plan was also presented to the District's Environmental Advisory Committee and presented at a public workshop on September 10, 2025. A hearing was held at the District's Governing Board meeting on November 18, 2025, fulfilling the public input requirements of Section 373.453 (3).

At its meeting on November 18, 2025, the Governing Board authorized staff to submit the final draft Sarasota Bay SWIM Plan to the FDEP, FDACS, FFWCC and appropriate local governments for their official review and comment, according to Section 373.453(3). Several comments were received, and minor changes were incorporated as appropriate into the final Sarasota Bay SWIM Plan. The final Sarasota Bay SWIM Plan is available and can be viewed at the following link <https://www.swfwmd.state.fl.us/projects/swim/sarasota-bay>.

*Strategic Plan*

This SWIM plan supports the District's Strategic Plan in both the Water Quality – Maintenance and Improvement, and Natural Systems – Conservation, Restoration and Management Strategic Initiatives.

*Exhibit*

None.

Staff Recommendation:

Approve the Sarasota Bay SWIM Plan in accordance with Section 373.453, F.S.

Presenter:

Vivianna Bendixson, SWIM Manager, Natural Systems & Restoration Bureau

**CONSENT AGENDA**

**April 28, 2026**

**Resource Management Committee: Tampa Bay Estuary Program Third Amended and Restated Interlocal Agreement – W027**

*Purpose*

The purpose of this item is to request Governing Board approval for the Tampa Bay Estuary Program (TBEP) Third Amended and Restated Interlocal Agreement.

*Background/History*

In 1990, the United States Environmental Protection Agency (USEPA) identified Tampa Bay as an estuary of national significance and included it in the National Estuary Program. As a result of this designation, the Tampa Bay National Estuary Program was established in 1991 to assist the region in developing a Comprehensive Conservation Management Plan (CCMP) for the restoration and protection of Tampa Bay. The first CCMP for Tampa Bay was completed in 1996 with the most recent revision in 2017. TBEP completed an interim update in 2022 to address emerging water quality issues.

The Federal government provided most of the funding during the first five years. Members of the original effort decided to continue with the program and in 1998, through an Interlocal Agreement (IA), formed the TBEP (dropping the Federal designation) as a partnership of federal, state, and local agencies and governments. Parties to the IA now include the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission's Fish and Wildlife Research Institute, the Environmental Protection Commission of Hillsborough County, the District, the Tampa Port Authority, the Manatee County Port Authority, the Tampa Bay Regional Planning Council, Tampa Bay Water and Hillsborough, Manatee, Pasco and Pinellas counties and the cities of St. Petersburg, Tampa, Clearwater and Largo.

The IA identifies the state and local agencies and governments responsibilities and long-term commitment to the program, including provisions for annual funding to support implementation of the CCMP and to help achieve the required funding match for the federal USEPA funding approved annually by Congress. In FY2026, the US Congress appropriated \$850,000 of §320 Clean Water Act federal funding with matching funds of cash from local TBEP partners and in-kind projects. In addition, the funding by the state and local agencies and governments would serve to fund the TBEP if the USEPA funding was reduced or not approved by Congress.

The IA includes a sundown provision which requires the TBEP Policy Board to evaluate the appropriateness and effectiveness of this agreement every 5 years. FY2026 is the 5th year of the current IA and the TBEP Policy Board has worked for the past year to develop an amended and restated IA for FY2027 through FY2031. The provisions in the proposed FY2027-2031 IA are mostly unchanged from the previous IA, with only minor updates. The most significant change is the inclusion of a joinder agreement adding the City of Largo to the TBEP. Member funding commitments were revised to account for population changes although the District contribution remains unchanged and has been held steady since FY2021.

### *Benefits/Costs*

Since 1998, the District and other partners have completed over 300 stormwater retrofit and habitat restoration projects toward achieving the goals of the CCMP and the District's Tampa Bay SWIM Plan. This has resulted in more than 9,000 acres of habitat restored and over 81,000 acres of watershed treated. Tampa Bay is recognized nationwide as a restoration success story through the efforts of the TBEP and its member governments. The District also provides funding annually to the Sarasota Bay National Estuary Program and the Coastal and Heartland National Estuary Partnership.

The IA allows each Party to reduce their annual funding commitment if they provide funding to the Tampa Bay Environmental Restoration Fund (TBERF) or to other TBEP projects. The District has been contributing funds annually to the TBERF through the Cooperative Funding Initiative since 2013. The District's FY2026 contribution was set at \$202,505, which was reduced to \$156,513 due to the District contributing funds for the TBERF program. The District's funding commitment identified in the proposed FY2027-2031 Third Amended and Restated IA will remain at the FY2021 funding levels, with the District's annual funding commitment identified as \$156,513 with a TBERF or other TBEP project funding contribution and \$202,505 without a TBERF or other TBEP project funding contribution. The District's funding commitment is contingent upon annual Governing Board funding approval. This funding strategy is included in the Amended and Restated IA (Exhibit A).

### *Strategic Plan*

This project supports the District's Strategic Plan in both the Water Quality – Maintenance and Improvement, and Natural Systems – Conservation, Restoration and Management Strategic Initiatives.

### *Exhibit*

Tampa Bay Estuary Program Third Amended and Restated Interlocal Agreement

### Staff Recommendation:

Approve the Tampa Bay Estuary Program Third Amended and Restated Interlocal Agreement.

### Presenter:

Vivianna Bendixson, SWIM Manager, Natural Systems and Restoration Bureau

**TAMPA BAY ESTUARY PROGRAM  
THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**THIS TAMPA BAY ESTUARY PROGRAM THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT** (the “Agreement”) is executed and made effective by and among the following governmental entities: 1. CITY OF CLEARWATER, a Florida municipal corporation; 2. CITY OF LARGO, a Florida municipal corporation; 3. CITY OF ST. PETERSBURG, a Florida municipal corporation; 4. CITY OF TAMPA, a Florida municipal corporation; 5. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, a Florida state agency; 6. FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION’S FISH AND WILDLIFE RESEARCH INSTITUTE, an institute; 7. HILLSBOROUGH COUNTY, a political subdivision of the State of Florida; 8. THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY, a political subdivision of the State of Florida; 9. MANATEE COUNTY, a political subdivision of the State of Florida; 10. PINELLAS COUNTY, a political subdivision of the State of Florida; 11. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida; 12. the TAMPA PORT AUTHORITY, an independent special district of the State of Florida; 13. the TAMPA BAY REGIONAL PLANNING COUNCIL, a Florida regional planning council; 14. TAMPA BAY WATER, a regional water supply authority; 15. PASCO COUNTY, a political subdivision of the State of Florida; and, 16. the MANATEE COUNTY PORT AUTHORITY, a dependent special district of the State of Florida, (collectively the “Parties” and each singularly a “Party”), and the following recitation of facts are provided in support of this Agreement:

(A) The Tampa Bay National Estuary Program (hereinafter, “Tampa Bay Estuary Program” or “Program”) was established in 1991 to assist the Tampa Bay area in developing a comprehensive plan to restore and protect Tampa Bay. The Tampa Bay Estuary Program was created by Interlocal Agreement dated February 27, 1998 (the “Original Interlocal Agreement”), as amended and restated August 10, 2015 and September 1, 2021, and is governed by a Policy Board and advised by a Management Board. The Tampa Bay Estuary Program is a part of a national network of twenty-eight (28) National Estuary Programs established under the Federal Clean Water Act (“CWA”) and administered nationally by the United States Environmental Protection Agency.

(B) Local government and regulatory agency participants in the Tampa Bay Estuary Program consisting of the Parties described in the Preamble above, as well as the United States Environmental Protection Agency and the United States Army Corps of Engineers, have developed and unanimously adopted a Comprehensive Conservation & Management Plan for Tampa Bay, known as *Charting the Course*, dated December 1996, which was updated in May 2006, amended in February 2013, and subsequently updated in August 2017 and November 2023 (the “CCMP”), and are committed to its successful implementation. The CCMP seeks to ensure that Tampa Bay remains a vibrant part of the region's environmental and economic landscape by preserving and enhancing its roles as a recreational resource, international seaport, and home for fish and wildlife.

(C) The CCMP presents goals for clean water and sediments; thriving habitats and abundant wildlife; and an informed, engaged and responsible community which will be re-examined at least once every five (5) years and updated as appropriate. To achieve the CCMP goals, this Agreement emphasizes regional cooperation and regulatory flexibility that allows the

Parties to select cost-effective and environmentally beneficial bay improvement options for their communities, so long as the goals of the CCMP are met.

(D) The Parties to the CCMP and the Original Interlocal Agreement established the Tampa Bay Estuary Program as the first National Estuary Program to adopt a binding agreement for implementation of the CCMP and now seek to ensure that the CCMP continues to be properly and effectively implemented.

**NOW THEREFORE**, in consideration of the mutual promises contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

#### **ARTICLE ONE – INTRODUCTORY PROVISIONS**

1.1 **Recitals.** The statements contained in the recitation of facts set forth above (collectively the "Recitation of Facts") are true and correct and are hereby made a part of this Agreement by this reference.

1.2 **Exhibits.** The exhibits which are attached to this Agreement are, by this reference, made a part hereof.

1.3 **Abbreviations and Definitions.** The following abbreviations and definitions will be used for purposes of this Agreement:

(a) The abbreviations and definitions contained in the Preamble will be used for purposes of this Agreement.

(b) The abbreviations and definitions contained in the Recitals will be used for purposes of this Agreement.

(c) The term “Act” shall mean Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969.

(d) The term “Action Plan(s)” shall mean the comprehensive action plans set forth in the CCMP, including initiatives and strategies to be undertaken to attain the CCMP Goals.

(e) The term “Agreement” shall mean this Third Amended and Restated Interlocal Agreement between the Parties as it is presently constituted or as it may be amended from time to time.

(f) The term “Army Corps” shall mean the United States Army Corps of Engineers, a federal agency.

(g) The term “CCMP” shall mean the Comprehensive Conservation and Management Plan, dated December 1996, unanimously approved by the Parties, as updated in May 2006, amended in February 2013, and subsequently updated in August 2017 and November 2023, and as it may be amended from time to time.

(h) The term “CCMP Goals” or “Goals” shall mean those goals and priorities of the CCMP set forth in Section 4.1 below, as amended from time to time.

(i) The term “Clearwater” shall mean the City of Clearwater, a Florida municipal corporation.

(j) The term “Cities” shall mean collectively Clearwater, St. Petersburg, Largo and Tampa.

(k) The term “Contribution” includes funding of the Tampa Bay Estuary Program, the Tampa Bay Environmental Restoration Fund, the Bay Mini Grant Program and/or projects which support the goals of the CCMP and are included in the approved Work Plan.

(l) The term “Counties” shall mean collectively Hillsborough, Manatee, Pasco, and Pinellas.

(m) The term “DEP” shall mean the Florida Department of Environmental Protection, a Florida state agency.

(n) The term “Effective Date” shall mean the date that all Parties have duly executed this Agreement and filing has been completed under Section 11.14 below.

(o) The term “EPA” shall mean the United States Environmental Protection Agency, a federal agency.

(p) The term “EPC” shall mean the Environmental Protection Commission of Hillsborough County, a political subdivision of the State of Florida.

(q) The term “Full Budget” includes the Work Plan Budget and all other funding received by the Tampa Bay Estuary Program for projects, programs, operations and staffing.

(r) The term “Funding Entity” shall mean those entities identified on Exhibit “A,” attached hereto, which include Local Governments and SWFWMD.

(s) The term “Hillsborough” shall mean Hillsborough County, a political subdivision of the State of Florida.

(t) The term “Institute” shall mean the Florida Fish and Wildlife Conservation Commission’s Fish and Wildlife Research Institute.

(u) The term “Largo” shall mean the City of Largo, a Florida municipal corporation.

(v) The term “Local Governments” shall mean collectively the Cities and the Counties.

(w) The term “Management Board” shall mean a board of the Tampa Bay Estuary Program, as set forth and described in Article Five below.

(x) The term “Manatee” shall mean Manatee County, a political subdivision of the State of Florida.

(y) The term “Manatee Port Authority” shall mean Manatee County Port Authority, a dependent special district of the State of Florida.

(z) The term “Original Interlocal Agreement” shall mean the Interlocal Agreement dated February 27, 1998.

(aa) The term “Pasco” shall mean Pasco County, a political subdivision of the State of Florida.

(bb) The term "Pinellas" shall mean Pinellas County, a political subdivision of the State of Florida.

(cc) The term "Policy Board" shall mean a board of the Tampa Bay Estuary Program, as set forth and described in Article Five below.

(dd) The term "Regulatory Agencies" shall mean the governmental agencies with regulatory authority as identified in each agency’s authorizing law or document creating such agency, district or commission, including EPA, DEP, EPC, Tampa Port Authority, and SWFWMD.

(ee) The term "St. Petersburg" shall mean the City of St. Petersburg, a Florida municipal corporation.

(ff) The term "SWFWMD" shall mean the Southwest Florida Water Management District, a public corporation of the State of Florida.

(gg) The term "Tampa" shall mean the City of Tampa, a Florida municipal corporation.

(hh) The term "Tampa Bay Nitrogen Management Consortium" or "Consortium" shall mean an ad hoc task force of representatives from the currently existing Management Board, other municipalities and counties located within the Tampa Bay watershed, private entities, electric utility industry, fertilizer industry, other industries with permitted nitrogen discharges, agriculture representatives, and regulatory agencies.

(ii) The term "Tampa Bay Water" shall mean a regional water supply authority formed pursuant to Sections 373.713, 373.715 and 163.01, Florida Statutes.

(jj) The term "Tampa Port Authority" shall mean the Tampa Port Authority, a Florida port authority.

(kk) The term "TBRPC" shall mean the Tampa Bay Regional Planning Council, a Florida regional planning council.

(ll) The term "Work Plan" shall mean the annual document outlining the previous year's accomplishments and the upcoming year's priorities, projects, funding partners and expenditures to meet the requirements of the EPA's Cooperative Agreement with the Tampa Bay Estuary Program pursuant to CWA §320 and adopted by the Policy Board.

(mm) The term "Work Plan Budget" shall mean that portion of the Full Budget which includes the funding for projects identified in the Tampa Bay Estuary Program Work Plan.

## **ARTICLE TWO – AMENDED AND RESTATED INTERLOCAL AGREEMENT**

2.1 **Authority.** This Agreement is an interlocal agreement, as contemplated by the Act, and pursuant to the authority of subsection (4) of the Act, all of the Parties qualify to be a part of this Agreement under such Act.

2.2 **Immunity.** Pursuant to subsection (9) of the Act, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agent or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

2.3 **Amendment and Restatement of Original Interlocal Agreement.** This Agreement amends and restates the Original Interlocal Agreement, as previously amended and restated on August 10, 2015 and September 1, 2021, in its entirety such that the Original Interlocal Agreement, Amendments, and all exhibits thereto are hereby superseded and subsumed into this Agreement, and all terms, obligations, powers and responsibilities regarding matters addressed herein and in the Original Interlocal Agreement and Amendments shall be governed solely by this Agreement. All acts and omissions of the Parties hereto, their officers, employees, agents and assigns, and all of the officers, employees, agents and assigns of the Tampa Bay Estuary Program established as a legal entity pursuant to the Original Interlocal Agreement, taken or carried out

pursuant to the Original Interlocal Agreement and Amendments, are hereby ratified and affirmed under this Agreement.

### **ARTICLE THREE – TERM**

3.1 **Term.** The term of this Agreement is perpetual, commencing on the Effective Date (the “Term”), unless earlier terminated as provided herein. The first day of the Term (the "Effective Date") will be referred to below as the "Commencement Date.” The last day of the Term will be referred to below as the "Termination Date.”

3.2 **Sundown Review.** This Agreement shall be subject to a review by the Policy Board five (5) years from the Effective Date of this Agreement and on the same day of each five (5) year period thereafter at which time the Policy Board shall evaluate the appropriateness and effectiveness of this Agreement and the Tampa Bay Estuary Program. The Policy Board shall vote by majority vote on whether to submit a recommendation to the Parties to terminate this Agreement, amend this Agreement or to let the status quo prevail. Should no action by the Parties occur, this Agreement shall continue for another five (5) year period.

### **ARTICLE FOUR – CCMP**

4.1 **Adoption of CCMP Goals and Priorities.** The Parties hereby agree that the Goals for Tampa Bay described in the CCMP are approved and adopted by each of them. The Goals for Tampa Bay are to maintain important water quality and seagrass gains achieved since 1991 and to

maintain seagrass acreage at or above levels observed in 1950. The Goals focus on issues that must be addressed to sustain a healthier bay that will support both recreation and commerce, including but not limited to: clean water and sediments; thriving habitats and abundant wildlife; and an informed, engaged and responsible community. The Goals shall be achieved in the manner described in Section 4.3 below. The Parties shall use their best efforts to achieve the Goals within the time periods prescribed and shall work cooperatively to attempt to achieve all of the Goals applicable to them in a cost-effective manner. Additionally, the Parties agree to work together in good faith and through their best efforts to address other actions and recommendations in the CCMP.

4.2 **Modification.** The CCMP and its incorporated Goals for Tampa Bay shall not be amended, changed, extended, modified or supplemented without the unanimous written consent of all of the Parties, to be decided in their respective sole and absolute discretion. The Goals shall be re-examined by the Tampa Bay Estuary Program at least once every five (5) years considering new knowledge or changed circumstances and updated accordingly. The Policy Board may elect by a majority vote to re-examine the Goals more frequently if warranted by them. When it has been determined by the Policy Board unanimously that a Goal has been met, the Policy Board will thereafter support efforts by the Parties and the Consortium, as appropriate, that provide for the ongoing maintenance of the resource.

4.3 **Goals: Achievement.** The only CCMP Goal that is to be achieved individually by any of the Parties is the nitrogen loading reduction/management, to be accomplished by the Local Governments and other members of the Consortium, as described in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, updated in the “2012

Reasonable Assurance Update” dated December 14, 2012, the “2017 Reasonable Assurance Update” dated September 29, 2017, the “2022 Reasonable Assurance Update” dated December 29, 2022, and subsequent Reasonable Assurance Updates, and implemented through actions identified in the Consortium’s Action Plan Database (“Action Plan Database”). The Tampa Bay Estuary Program shall facilitate and assist the Parties to collectively address the remaining CCMP Goals. If a cumulative Goal is not met within its stated goal period, then the Tampa Bay Estuary Program will develop the additional projects necessary to address the shortfall, including the funding sources, which projects and funding are subject to the approval of the Policy Board.

**4.4 Nitrogen Management Consortium Responsibilities.** The Consortium participants have made and are expected to continue to make significant contributions toward achieving the CCMP goal of nitrogen loading management by meeting entity-specific nitrogen load allocations as identified in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, updated in the “2012 Reasonable Assurance Update” dated December 14, 2012, the “2017 Reasonable Assurance Update” dated September 29, 2017, the “2022 Reasonable Assurance Update” dated December 29, 2022, and approved by the Consortium participants.

**4.5 Existing Projects.** The Parties shall be able to take into account, in their nutrient management actions, projects that accomplish their designated responsibilities to the extent that such projects were completed and became operational on or after January 1, 1995.

## ARTICLE FIVE – STRUCTURE OF THE TAMPA BAY ESTUARY PROGRAM

5.1 **Tampa Bay Estuary Program.** The Tampa Bay Estuary Program was created and continues under authority of Section 163.01(7), Florida Statutes. The Tampa Bay Estuary Program shall have those powers specifically described in or contemplated by this Agreement, which shall be exercised by, or in accordance with policies or procedures approved by, the Policy Board.

(a) The Tampa Bay Estuary Program shall:

(i) Have the powers and be in compliance with subsection (5) of the Act;

(ii) Determine, adopt and implement a personnel policy for the recruitment, retention, supervision, discipline and evaluation of Tampa Bay Estuary Program employees and be solely responsible for any claims by its employees;

(iii) Make purchases and enter into contracts in the manner determined and, adopted by the Policy Board in the operating procedures for the Tampa Bay Estuary Program;

(iv) Determine the manner of acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property;

(v) Determine the manner of the acceptance of gifts, grants, assistance funds or bequests;

(vi) Determine the making of requests for federal, state, regional, local government or other aid or grants for the Tampa Bay Estuary Program, except as otherwise specifically described in this Agreement;

(vii) Determine Tampa Bay Estuary Program's manner of responding for any liabilities, debts, mortgages or claims that may be incurred through performance under this

Agreement, provided that the Tampa Bay Estuary Program shall be solely liable and responsible for any such liabilities, debts, mortgages or claims incurred by or resulting from actions taken by the Tampa Bay Estuary Program;

(viii) Determine the manner in which strict accountability of all funds shall be provided and the manner in which reports, including an annual independent audit, of all receipts and disbursements shall be prepared and presented to the Tampa Bay Estuary Program and all Parties; and,

(ix) Determine, adopt and implement all other necessary and proper matters not otherwise covered above.

(b) The Tampa Bay Estuary Program will not promulgate, issue or make rules or regulations, bonds, tax, charge rates, fees or rents, condemn or possess any of the other governmental powers possessed by the other Parties except as specifically allowed by this Agreement.

(c) In the event there is an undesignated fund balance held by the Tampa Bay Estuary Program, it shall be used in the manner determined by the Policy Board.

(d) The adjudication of disputes or agreements, the effects of failure of adjudicated Parties to pay their share of the cost or expenses and the rights of other Parties in such cases shall be governed by this Agreement and applicable law.

**5.2 Tampa Bay Estuary Program Functions and Responsibilities.** The Tampa Bay Estuary Program shall have the following functions and responsibilities, which are not inconsistent with the Act or any provision of applicable law, and which shall be carried out by, or in accordance with, policies or procedures approved by the Policy Board:

(a) To make and enter into contracts and assume such other functions as are necessary to carry out the provisions of any contracts entered into by the Tampa Bay Estuary Program;

(b) To employ agencies or employees and establish salaries and personnel and employee benefit programs for such full time and temporary employees as are necessary to carry out the functions of the Tampa Bay Estuary Program; provided that the Tampa Bay Estuary Program shall be solely responsible for any claims by its employees;

(c) To acquire, lease, construct, manage, maintain or operate buildings, works or improvements;

(d) To purchase, receive, or otherwise acquire, own, hold, sell, convey, lend, or otherwise dispose of, real, tangible or intangible personal property, or any legal or equitable interest in such property wherever located, and to the extent the Parties all have such power, to mortgage, pledge, or create a security interest in such property;

(e) To incur debts, liabilities, obligations, borrow money, issue its notes and other obligations, and to the extent the Parties all have such power, to secure any of its obligations by mortgage or pledge of any of its property, income and make contracts of guaranty and suretyship which do not constitute the debts, liabilities or obligations of any of the Parties;

(f) To adopt policies or procedures or rules pertaining to any of its operations and to conduct its business, locate offices, and exercise the powers granted by law;

(g) To acquire and to perform all the things necessary to carry out the purposes of this Agreement separately or in conjunction with any of the Parties;

(h) To conduct and pay for studies, plans and designs to effectuate the purpose of the Tampa Bay Estuary Program, which action may include, but is not limited to, plans for staffing, financing, research, advertising and marketing projects;

(i) To enter into interlocal agreements, or other contracts with public or private entities, if necessary, for the purposes described in this Agreement;

(j) To establish any future plan for participation of the Parties to effectuate the terms and provisions of this Agreement, which shall include plans for any additional funding for the purpose of performance of this Agreement; provided that any change, modification or amendment to the method of funding set forth herein must be approved by all of the Funding Entities;

(k) To appear on its own behalf before boards, commissions, departments, or other agencies of municipal, county, state, or federal government; provided, however, members of the Management Board, Technical Advisory Committee and Community Advisory Committee shall not support or oppose specific projects or permits when acting as, on behalf of, or representing said Board or Committees; provided further that Tampa Bay Estuary Program employees can provide scientific and technical information and participate in technical discussions, but shall not oppose or support specific projects or permits;

(l) To request or accept any grant, payment, or gift, of funds or property made by the State of Florida, or by the United States or any department or agency thereof or by any individual, firm, corporation, municipality, county, or organization for any or all of the purposes of the Tampa Bay Estuary Program; and to expend such funds in accordance with the terms and conditions of any such grant, payment, or gift, in the pursuit of its administration or in support of

the terms and provisions of this Agreement. The Tampa Bay Estuary Program shall separately account for the public funds and the private funds deposited into any authorized public depository;

(m) To recommend changes, amendments or modifications to this Agreement, which will become effective only upon approval by all Parties;

(n) To sue and be sued, complain, and defend in its entity name;

(o) To transact any lawful business that will aid governmental policy; and

(p) To make payments or donations or do any other act not inconsistent with law that furthers the affairs of the Tampa Bay Estuary Program.

5.3 **Policy Board.** The Policy Board of the Tampa Bay Estuary Program shall serve as the governing board of the Program and shall be made up of ten (10) voting directors appointed by and representing the Cities, Counties, DEP and SWFWMD (collectively the "Policy Board Member(s)"), and one non-voting participant representing the EPA, and shall be known as the "Policy Board". The representative of each Policy Board Member and the EPA shall be appointed by such Policy Board Member or the EPA, respectively, from time to time. Each Policy Board Member and the EPA shall also appoint an alternate director for the Policy Board from time to time to serve when their director is not available. Each Policy Board Member and the EPA may change either their director or alternate director from time to time with prior written notice by a duly authorized representative of any change to the Policy Board before any meeting. The Policy Board shall have policy making powers for the Tampa Bay Estuary Program in addition to those powers explicitly set forth in this Agreement. Except as otherwise specifically set forth herein, a quorum for meetings shall be six (6) voting members and all action taken by the Policy Board shall be by a majority vote of the Policy Board directors in attendance, with the exception of the EPA

representative who will not vote nor be counted for purposes of a quorum. All directors of the Policy Board shall serve without compensation.

**5.4 Management Board.** The Management Board of the Tampa Bay Estuary Program shall consist of representatives of each of the Parties (each of which shall be voting members), one of each of the existing Co-Chairs of the TAC and CAC (both referred to in Section 5.6 below) and the Industry Co-Chair of the Consortium (each of which shall be voting members), and representatives of the Army Corps and EPA (who will be non-voting members) (the "Management Board"). The actual representatives of each of the Parties and the Army Corps and EPA shall be appointed by such Management Board member from time to time. Each of the Parties and the Army Corps and EPA shall also appoint an alternate member to the Management Board from time to time, to serve when the actual representative is not available. Each of the Parties and EPA may change either their initial or alternate representatives from time to time with prior written notice by a duly authorized representative, to the Management Board before any meeting. The TAC and CAC shall not have alternate members, with only the alternating Co-Chairs being a member of the Management Board. The Management Board shall have managerial powers for the Tampa Bay Estuary Program to the extent delegated by the Policy Board, in addition to those powers explicitly set forth in this Agreement. Except as otherwise specifically set forth herein, a quorum for meetings shall be ten (10) voting members and all action taken by the Management Board shall be by a majority vote of the board members in attendance, with the exception of the Army Corps and EPA representatives who will not vote nor be counted for purposes of a quorum. New members may be added to the Management Board with Policy Board approval, and the Policy Board shall

specify whether such new members shall be voting or non-voting members. All directors of the Management Board shall serve without compensation.

5.5 **Officers.** The Policy Board shall elect (i) a Chair or Chairs of the Policy Board; and (ii) other Policy Board officers. The Management Board shall elect (i) a Chair or Chairs of the Management Board; and (ii) other Management Board officers.

5.6 **Committees.** The Policy Board, or the Management Board at the direction of the Policy Board, shall continue such existing advisory committees as it deems necessary, including without limitation, the Technical Advisory Committee ("TAC") and the Community Advisory Committee ("CAC"). All members of committees shall serve without compensation.

5.7 **Limitations of Powers.** The Tampa Bay Estuary Program shall have no powers of taxation, regulation or eminent domain.

5.8 **Additional Board Members.** The Tampa Bay Estuary Program may allow other governmental entities, regulatory agencies, or other entities, to the extent allowed by law, to participate in the Program as members of the Policy Board, provided they are unanimously approved by the Policy Board in their respective sole and absolute discretion. Upon unanimous approval of the Policy Board, such Party must execute a Joinder Agreement by which it agrees to comply with all of the provisions of this Agreement and agree to contribute to funding of the Tampa Bay Estuary Program. The funding amounts in Exhibit A will be amended accordingly to add the funding obligation of the new Policy Board Member, all as of the first day of the next fiscal year of the Tampa Bay Estuary Program. Once an entity is approved and has executed a Joinder Agreement, it will become a member of the Tampa Bay Estuary Program, of the Policy Board and

of the Management Board with the same voting rights as the existing members of such entities or boards. The Policy Board may also allow other governmental entities or regulatory agencies to participate in the Program as members of the Management Board, provided that they must be unanimously approved by the Policy Board and the Management Board in their respective sole and absolute discretion and execute a Joinder Agreement. Once an entity has such approval and has executed a Joinder Agreement, it will become a member of the Management Board with the same voting rights as the existing members of such entities or board all as of the first day of the next fiscal year of the Tampa Bay Estuary Program.

**5.9 Fiscal Year.** The Tampa Bay Estuary Program shall observe a fiscal year beginning on October 1 and ending September 30 of each year, or such other fiscal year as may be required for special districts pursuant to Florida law.

**5.10 Budgets.**

(a) No later than the last day of the month of February each year, the Policy Board shall review the Tampa Bay Estuary Program tentative Work Plan Budget, and shall thereafter approve the Work Plan Budget no later than the last day of May each year. The approved Work Plan Budget shall be included in the Tampa Bay Estuary Program Full Budget.

(b) No later than the last day of the month of August and following preparation of a tentative Full Budget, the Policy Board shall publish a notice of its intention to adopt the Tampa Bay Estuary Program Full Budget. Following an appropriate public hearing, the Policy Board shall adopt the Tampa Bay Estuary Program Full Budget each year no later than the month of September covering its proposed operation and requirements for the fiscal year commencing on October 1 of that year.

(c) The Policy Board shall give consideration to objections filed against the budget and, in its discretion, may amend, modify or change the tentative Full Budget. The Policy Board, by September 30 following appropriate notice and hearing, shall adopt a Full Budget for the Tampa Bay Estuary Program, which shall thereupon be the operating and fiscal budget for the Tampa Bay Estuary Program for the ensuing fiscal year.

(d) The Policy Board shall provide copies of the Work Plan and Full Budgets to the Parties, as well as the Army Corps and EPA, and such Work Plan and Full Budgets shall be accompanied by the estimated annual contribution of each of the Policy Board Members. The notice of public hearing to adopt the Tampa Bay Estuary Program Full Budget shall be published in accordance with Florida law and shall inform the public that: (i) the tentative Full Budget shall be posted on the Tampa Bay Estuary Program website at least two (2) days before the public hearing; (ii) the Full Budget shall be posted on the Tampa Bay Estuary Program website within thirty (30) days following adoption; and (iii) the public will be afforded an opportunity to appear before the Policy Board and express support or objection to the Full Budget.

5.11 **Bylaws.** The Policy Board by unanimous vote shall create, adopt, amend and update Bylaws or appropriate rules of procedure for the Tampa Bay Estuary Program for its governance and which shall remain in effect until modified by the Policy Board.

5.12 **Policies.** The Tampa Bay Estuary Program shall adopt its operating rules and internal procedures as provided in Section 5.2(f) above.

## ARTICLE SIX – RESPONSIBILITIES OF THE PARTIES

6.1 **Responsibilities of all Parties.** By entering into this Agreement, the Parties intend to recommend actions and adjust strategies as needed to keep Tampa Bay's recovery on track. To that end, each of the Parties hereby agrees to:

(a) Assist in implementing the CCMP nitrogen loading reduction/management Goal, to be accomplished by the Parties and other members of the Consortium, as described in the “Reasonable Assurance Addendum: Allocation and Assessment Report” dated September 11, 2009, and as updated in the “2012 Reasonable Assurance Update” dated December 14, 2012, the “2017 Reasonable Assurance Update” dated September 29, 2017, and the “2022 Reasonable Assurance Update” dated December 29, 2022;

(b) Report in the Action Plan Database, which supports the CCMP and is maintained by the Tampa Bay Estuary Program, all available information about projects and actions that address nutrient reduction in Tampa Bay;

(c) Assist in supporting CCMP habitat goals for Tampa Bay by assisting the Tampa Bay Estuary Program in implementing and recording habitat protection and restoration activities; and

(d) Participate, as “responsible parties” identified in the CCMP, to implementation of Action Plans identified in the CCMP.

6.2 **Additional Responsibilities of the Regulatory Agencies.** The Regulatory Agencies agree that they will extend as much flexibility as is legally permissible under circumstances deemed appropriate by such agencies for projects that are part of an approved Action Plan set forth in the CCMP.

6.3 **Regulatory Process Review.** Subject to the above limitations, all Regulatory Agencies and all other Parties having regulatory functions agree to periodically review their regulatory processes and consider changes in statutes, ordinances, rules or policies that would assist in meeting the goals of the CCMP. Any such changes shall be made in keeping with the cooperative intent of this section and otherwise in this Agreement.

6.4 **Responsibilities of the Tampa Bay Estuary Program.** The Tampa Bay Estuary Program shall:

- (a) Serve as the coordinating body for the CCMP and assist the Parties in implementation thereof;
- (b) Prepare, every two (2) years, a progress report on the status of CCMP implementation;
- (c) Assist the Parties in locating grants and other funds to aid in implementation of the projects set forth in the CCMP;
- (d) Coordinate outreach programs to promote public participation and facilitate restoration activities that support the CCMP Goals;
- (e) Coordinate the re-examination and updating of the CCMP every five (5) years;
- (f) Facilitate resolution of conflicts among the Parties;
- (g) Oversee atmospheric deposition, toxic contamination, climate change, habitat assessments, water quality evaluations and other research projects;
- (h) Develop Action Plans to address goals not currently being addressed in the CCMP; and,

(i) If requested by any Party, the Tampa Bay Estuary Program Executive Director shall appear before that Party's governing body to report on the Work Plan and any other matters of interest pertaining to the Tampa Bay Estuary Program.

**6.5 Tampa Port Authority.** The Tampa Port Authority is an independent special district created by the Florida Legislature under Chapter 95-488, Laws of Florida, as amended from time to time (the "Port Authority Enabling Act"). The Port Authority Enabling Act provides, in part, the Tampa Port Authority is responsible for regulating marine construction and management of sovereign submerged lands within the Hillsborough County Port District (the "Port Authority Regulatory Capacity"). Notwithstanding any provisions in this Agreement to the contrary, the Tampa Port Authority is entering into this Agreement only to the extent of its Port Authority Regulatory Capacity.

## **ARTICLE SEVEN – BUDGETING AND FUNDING**

**7.1 Tampa Bay Estuary Program Budget.** The Policy Board is responsible for establishing the budget for the Tampa Bay Estuary Program and shall annually review and approve the budget. The budget will require approval by two-thirds (2/3) of all members of the Policy Board.

**7.2 Funding.** Subject to the provisions of Section 7.3 below, all non-federal Tampa Bay Estuary Program Work Plan budgeted costs shall be funded by the Funding Entities and allocated in accordance with Schedules 1 and 2 of Exhibit "A" attached hereto, as follows:

(a) To support additional projects and CCMP implementation, all Funding Entities are encouraged to contribute to the Tampa Bay Estuary Restoration Fund (“TBERF”) at the following levels based upon current (2026) Tampa Bay Estuary Program dues:

	<u>Dues</u>	<u>TBERF Contribution</u>
Level A:	Less than \$40,000 per year	At least \$25,000
Level B:	Between \$40,000 and \$80,000	At least \$75,000
Level C:	Greater than \$80,000	At least \$100,000

(b) Annual dues for Funding Entities will be determined by Schedule 1 of Exhibit “A” under the following conditions:

(i) If a Funding Entity contributes to the TBERF at the above levels in a particular year; or,

(ii) In the case of SWFWMD, if SWFWMD provides funding to the Tampa Bay Estuary Program at the above levels through cooperative funding projects; or

(iii) If a Funding Entity contributes to the Tampa Bay Estuary Program at the above levels through projects which support the goals of the CCMP, are included in the approved Work Plan, and include a ten percent (10%) administrative fee for the Tampa Bay Estuary Program.

(c) Annual dues for Funding Entities will be determined by Schedule 2 of Exhibit “A” if section 7.2(b), above, does not apply.

(d) On or before the end of fiscal year 2031, and every five (5) years thereafter, the Policy Board shall initiate review and approval of draft revisions to Schedules 1 and 2 and thereafter shall submit said revisions to the Funding Entities for their review and approval, with the option to amend or modify. If no action is taken by the end of fiscal year 2031, and every five

(5) years thereafter, the funding levels shown in each Schedule shall continue at the same level (the then current Year Five level) until amended or modified by the Policy Board and the Funding Entities;

(e) Management Board members that are not on the Policy Board are encouraged to contribute directly to the operations of Tampa Bay Estuary Program or to the TBERF; and

(f) The Funding Entities agree that if federal and other external funding increases beyond the levels on the Effective Date, and if the Tampa Bay Estuary Program's undesignated fund balance reaches a level that is sufficient to support a full fiscal year of program operations, then the Policy Board shall consider freezing their dues to the levels in place in the current fiscal year.

**7.3 Annual Approval.** Each Policy Board director shall present for consideration and approval to its applicable legislative or governing body each fiscal year the funding levels described in Schedules 1 or 2 of Exhibit "A" hereof, but which funding decision is in the sole discretion of such applicable body. Such funding approval is a condition precedent to the funding obligation by such Funding Entity each year under Section 7.2 and Schedules 1 and 2 of Exhibit "A" attached hereto.

**7.4 Non-Appropriation.**

(a) The obligations of the Funding Entities as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate, and pay from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Further, the

Funding Entities shall not be prohibited from pledging any legally available non ad valorem revenues for any obligations prior to or after the execution of this Agreement and not including the commitments pursuant to this Agreement, which pledge shall be prior and superior to any commitments of the Funding Entities pursuant to this Agreement.

(b) Notwithstanding any other provisions of this Agreement, the obligations undertaken by the Funding Entities hereto shall not be construed to be or constitute general obligations, debts or liabilities of any Funding Entity or the State of Florida or any political subdivision, municipal corporation or agency thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. The obligations of the Funding Entities hereunder are subject to annual appropriation of legally available non ad valorem funds by their respective governing boards, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of their ad valorem revenues or funds, or upon any other revenues or funds of the Funding Entities, as may be construed under the laws or the Constitution of the State of Florida. No Funding Entity or any other person or entity shall ever have the right to compel any exercise of ad valorem taxing power by any other Funding Entity to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of any Funding Entity.

(c) Notwithstanding anything contained herein, each of the Funding Entities reserves the right, in its sole discretion, to pay the funding obligations contemplated by this Agreement from any funds legally available for such purpose.

## **ARTICLE EIGHT – DEFAULT**

In the event any Party is determined to be in willful and significant noncompliance with the CCMP Goals or with the terms of this Agreement, the Policy Board may, by a unanimous vote by all Parties except the Party charged with being in default, recommend the removal of such non-complying Party from this Agreement. Prior to any such vote by the Policy Board, the non-complying Party shall be given a notice of its non-compliance and an opportunity to remedy the problem within a reasonable period or to a public hearing before the Policy Board if there is a dispute whether a default exists. If a Party is found to be in noncompliance with permits by the applicable Regulatory Agency(ies), the permit granting agencies may take actions to enforce their permits against such non-complying Party under their own respective laws and regulations. If any Party is discharged under this Article Eight, (i) all monies previously paid hereunder shall be conclusively deemed earned and not subject to return to such Party, (ii) any future funding responsibility of such party shall terminate, and (iii) this Agreement shall continue as to the remaining Parties. Provided, however, any funds paid before termination but not expended shall only be used by the Tampa Bay Estuary Program in accordance with the approved budget for which such contribution was made.

## **ARTICLE NINE – NOTICE**

Any and all notices required or permitted to be given hereunder shall be in writing, and shall be provided if either personally delivered to the Party at the addresses set forth in Exhibit "B," or sent by U.S. certified or registered mail, postage prepaid, return receipt requested, to such

addresses, all such notices being effective upon delivery to and receipt by the Parties, unless the respective Party or Parties notify all other Parties in writing in accordance herewith of a change of address and/or representative at such address authorized to receive any and all such notices, in which case any and all such notices shall be delivered and/or mailed as aforesaid to said Party or Parties at such new address with respect to such Party.

#### **ARTICLE TEN – WITHDRAWAL OF A PARTY**

Notwithstanding anything contained in this Agreement to the contrary, any Party hereto shall have the right to withdraw as a Party to this Agreement by providing one hundred eighty (180) days prior written notice as set forth in Article Nine above. Such withdrawal of a Party shall occur only if the withdrawing Party provides one hundred eighty (180) days prior written notice to the other Parties. On the day following the end of such one hundred eighty (180) day period, the withdrawing Party shall no longer be considered a Party to this Agreement. Provided however, even though such withdrawing Party shall have withdrawn as a Party to this Agreement as set forth above in this Article, such withdrawing Party shall continue to be subject to all applicable laws and regulations, without the benefit of being a Party hereto to this Agreement. If a Party withdraws under this Article Ten, (i) all monies previously paid hereunder shall be conclusively deemed earned and not subject to return to such Party; (ii) the future funding responsibility of such Party shall continue until the end of the current fiscal year, and (iii) this Agreement shall continue as to the remaining Parties. Any funds paid but not expended prior to the withdrawal shall only be used by the Tampa Bay Estuary Program in accordance with the approved budget for which such contribution was made.

## ARTICLE ELEVEN – MISCELLANEOUS PROVISIONS

11.1 **No Third Party Beneficiaries.** This Agreement shall inure to the benefit of the Parties. This Agreement is for the exclusive benefit of the Parties and shall not be deemed to be made for the benefit of any other persons not so specified.

11.2 **Modification.** This Agreement may be modified, altered or amended only by a written instrument recommended by the Policy Board and subsequently approved and executed by the Parties hereto.

11.3 **Complete Agreement.** This Agreement constitutes the full, complete and wholly independent agreement among the Parties regarding the matters addressed herein. This Agreement also supersedes all prior agreements, memorandums of understanding, representations, and statements among the Parties with respect to the matters addressed herein, either written or oral.

11.4 **Severability Clause.** If any clause, provision or section of this Agreement shall be held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

11.5 **Governing Law.** Existing and future laws, rules and regulations of the United States and its agencies, the State of Florida and its agencies and the other Parties to this Agreement shall take precedence over the terms and provisions of this Agreement in case of conflict or inconsistencies between them. The laws of the United States or State of Florida as appropriate and

applicable, shall govern the validity, performance and enforcement of this Agreement, regardless of the state in which this Agreement is being executed.

11.6 **Public Purpose.** This Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of each Party's power and authority under each Party's individual municipal or governmental authority.

11.7 **Performance Standards.** None of the provisions in this Agreement shall be deemed in any manner to amend, modify or otherwise change any of the provisions or regulations or ordinances of any of the Local Governments or governmental agencies which are Parties to this Agreement to allow a performance standard less than is otherwise required under the terms of those provisions or regulations or ordinances.

11.8 **Survival.** All of the representations and warranties set forth in this Agreement shall survive the consummation of any and all of the transactions described in this Agreement and the termination of this Agreement and shall not be deemed to be merged in this Agreement or any other instrument which may be executed and delivered pursuant to this Agreement.

11.9 **Authority.** None of the Parties has any authority to bind or make any oral or written representations on behalf of the other Parties, and nothing contained in this Agreement shall designate any one or more of the Parties as partners with or agents for any one or more of the other Parties.

11.10 **Headings Not a Part Hereof.** The headings preceding the several articles and sections hereof (and any table of contents hereto) are solely for convenience of reference, do not constitute a part of this Agreement, and shall not affect its meaning, construction or effect.

11.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the Parties but all of which shall be construed together as a single instrument.

11.12 **Binding Effect.** This Agreement shall bind the successors and assigns of the Parties.

11.13 **Execution.** This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of the Parties have duly executed this Agreement and filed the Agreement pursuant to Section 11.14 below.

11.14 **Effective Date and Filing.** The Effective date is the date that all Parties have duly executed this Agreement, and filing has been completed under this section. The Tampa Bay Estuary Program shall, pursuant to Section 163.01(11), Florida Statutes, file a copy of this Agreement and any amendments thereto with the Clerk of the Circuit Court of each County where the Parties are located.

11.15 **Conditions Precedent.** The Parties encourage the Army Corps to execute a Joinder to this Agreement and encourage the EPA to enter into a Memorandum of Understanding with the Tampa Bay Estuary Program concerning this Agreement, but said Joinder and Memorandum of Understanding shall not be a precondition to the effectiveness of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto caused this Agreement to be executed, under seal, and it shall become effective upon completion of filing in accordance with Section 11.14, hereto.

[INTENTIONALLY LEFT BLANK]

CITY OF CLEARWATER, a Florida  
municipal corporation

Countersigned:

By: \_\_\_\_\_  
Bruce Rector, Mayor

By: \_\_\_\_\_  
Jennifer Poirrier, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Attest:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
City Clerk

(SEAL)

CITY OF LARGO, a Florida  
municipal corporation

Attest:

\_\_\_\_\_  
Diane L. Bruner, City Clerk

By: \_\_\_\_\_  
Louis ("Woody") Brown, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
City Attorney

CITY OF ST. PETERSBURG, a Florida  
municipal corporation

Attest:

\_\_\_\_\_  
City Clerk or Deputy Clerk

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
City Attorney (Designee)

CITY OF TAMPA, a Florida  
municipal corporation

Attest:

\_\_\_\_\_  
City Clerk or Deputy Clerk

By: \_\_\_\_\_  
Jane Castor, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
McLane Evans, Assistant City Attorney

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Assistant General Counsel

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S  
FISH AND WILDLIFE RESEARCH INSTITUTE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
FWC Legal Counsel

HILLSBOROUGH COUNTY, a political  
subdivision of the State of Florida

Attest:

\_\_\_\_\_  
By: County Clerk or Deputy Clerk

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Vivian Arenas-Battles  
Senior Assistant County Attorney

THE ENVIRONMENTAL PROTECTION COMMISSION  
OF HILLSBOROUGH COUNTY, a political subdivision  
of the State of Florida

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
EPC Attorney

MANATEE COUNTY, a political  
subdivision of the State of Florida

Attest:

\_\_\_\_\_  
Angelina Coloneso,  
Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By its Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

MANATEE COUNTY PORT  
AUTHORITY, a dependent special district  
of the State of Florida

Attest:

\_\_\_\_\_  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairperson

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Attorney for Manatee County Port Authority

PASCO COUNTY, a political  
subdivision of the State of Florida

Attest:

\_\_\_\_\_  
Nikki Alvarez-Sowles, Esq.  
Clerk & Comptroller

By: \_\_\_\_\_

Title: Chairman

Print Name: Jack Mariano

Date: \_\_\_\_\_

(SEAL)

PINELLAS COUNTY, a political  
subdivision of the State of Florida

Attest:

\_\_\_\_\_  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Barry Burton

Title: County Administrator

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Assistant County Attorney

SOUTHWEST FLORIDA WATER MANAGEMENT  
DISTRICT, a public corporation of the State of Florida

By: \_\_\_\_\_  
Chair

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
General Counsel

TAMPA PORT AUTHORITY, an  
independent special district of the State of  
Florida

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
General Counsel

TAMPA BAY REGIONAL PLANNING  
COUNCIL, a Florida regional planning council

By: \_\_\_\_\_  
Wren Krahl

Title: Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
General Counsel

ATTEST:

TAMPA BAY WATER, a Regional  
Water Supply Authority

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Its: Chairman \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
General Counsel

## EXHIBIT “A”

**SCHEDULE 1 (with consideration of a TBERF contribution)**

GOAL: Maintain program operations with funding entities adjusting the base local dues (Schedule 2) annually by 2.5% and subtracting 10% TBERF administration contributions through FY2031. Maintain SWFWMD funding level at FY2021 rate. Funding schedule for other entities in FY2027 adjusted to 2023 American Community Survey, US Census Bureau, Census Tract population estimates (Table B00001)<sup>a</sup>.

<b><u>Funding Entity</u></b>	<b><u>FY2027</u></b>	<b><u>FY2028</u></b>	<b><u>FY2029</u></b>	<b><u>FY2030</u></b>	<b><u>FY2031</u></b>
SWFWMD	\$156,513	\$156,513	\$156,513	\$156,513	\$156,513
City of Clearwater	\$18,126	\$18,686	\$19,353	\$20,035	\$20,645
City of Largo	\$15,452	\$15,929	\$16,497	\$17,079	\$17,599
City of St. Petersburg	\$46,712	\$48,155	\$49,872	\$51,631	\$53,203
City of Tampa	\$68,667	\$70,788	\$73,312	\$75,898	\$78,209
Pasco County	\$49,868	\$51,409	\$53,241	\$55,119	\$56,798
Manatee County	\$59,149	\$60,976	\$63,150	\$65,378	\$67,368
Pinellas County	\$60,628	\$62,502	\$64,730	\$67,013	\$69,054
Hillsborough County	\$185,947	\$191,692	\$198,525	\$205,529	\$211,787
<b>Total Local Dues</b>	<b>\$661,062</b>	<b>\$676,651</b>	<b>\$695,192</b>	<b>\$714,197</b>	<b>\$731,177</b>
Projected Total Funds Needed for Program Operations (FY2026)	\$1,350,619	\$1,384,384	\$1,418,994	\$1,454,469	\$1,490,831
Funding shortfall needed for Program Operations (in addition to funding entities listed above + 10% TBERF Contributions)	\$627,057	\$642,733	\$658,802	\$675,272	\$692,154

<sup>a</sup> US Census Bureau Data Portal: <https://data.census.gov/> .

**SCHEDULE 2 (without consideration of a TBERF contribution)**

GOAL: Maintain program operations with funding entities adjusting annually by 2.5% through FY2031. Maintain SWFWMD levels at FY2021 rate. Funding schedule for other entities in FY2027 adjusted to 2023 American Community Survey, US Census Bureau, Census Tract population estimates (Table B00001)<sup>b</sup>.

<b><u>Funding Entity</u></b>	<b><u>FY2027</u></b>	<b><u>FY2028</u></b>	<b><u>FY2029</u></b>	<b><u>FY2030</u></b>	<b><u>FY2031</u></b>
SWFWMD	\$202,505	\$202,505	\$202,505	\$202,505	\$202,505
City of Clearwater	\$18,720	\$19,369	\$20,035	\$20,718	\$21,418
City of Largo	\$15,957	\$16,511	\$17,079	\$17,661	\$18,258
City of St. Petersburg	\$48,240	\$49,915	\$51,632	\$53,391	\$55,195
City of Tampa	\$70,913	\$73,375	\$75,899	\$78,485	\$81,136
Pasco County	\$51,499	\$53,287	\$55,120	\$56,998	\$58,924
Manatee County	\$61,084	\$63,205	\$65,378	\$67,606	\$69,890
Pinellas County	\$62,612	\$64,786	\$67,014	\$69,297	\$71,638
Hillsborough County	\$192,031	\$198,697	\$205,531	\$212,535	\$219,714
<b>Total Local Dues</b>	<b>\$723,562</b>	<b>\$741,651</b>	<b>\$760,192</b>	<b>\$779,197</b>	<b>\$798,677</b>
Projected Total Funds Needed for Program Operations	\$1,350,619 (FY2026)	\$1,384,384	\$1,418,994	\$1,454,469	\$1,490,831
Funding shortfall needed for Program Operations (in addition to funding entities listed above)	\$627,057	\$642,733	\$658,802	\$675,272	\$692,154

<sup>b</sup> US Census Bureau Data Portal: <https://data.census.gov/> .

**EXHIBIT “B”**

If to Clearwater: City of Clearwater  
P. O. Box 4748  
Clearwater, FL 34618-4748  
Attn: City Attorney

If to Largo: City of Largo, City Hall  
201 Highland Ave.  
Largo, FL 33770  
Attn: City Mayor

If to St. Petersburg: City of St. Petersburg  
One Fourth Street North  
St. Petersburg, FL 33701  
Attn: City Attorney

If to Tampa: City of Tampa  
306 E. Jackson Street  
Tampa, FL 33602  
Attn: City Attorney

If to FDEP: Florida Department of Environmental Protection  
Southwest District Office  
13051 N. Telecom Parkway  
Temple Terrace, FL 33637  
Attn: District Director

If to Fish & Wildlife Research Institute: Florida Fish & Wildlife Conservation Commission’s  
Fish and Wildlife Research Institute  
100 8th Avenue SE  
St. Petersburg, FL 33701  
Attn: Director

If to Hillsborough County: Hillsborough County  
Environmental Management Division  
601 E. Kennedy Blvd.  
Tampa, FL 33602  
Attn: Director

If to EPC: Environmental Protection Commission of  
Hillsborough County  
3629 Queen Palm Drive  
Tampa, FL 33619  
Attn: General Counsel

If to Manatee County:	<p>Manatee County  1112 Manatee Avenue West, Suite 920  Bradenton, FL 34205  Attn: County Administrator</p>
If to Manatee Port Authority:	<p>Manatee County Port Authority  300 Tampa Bay Way  Palmetto, FL 34221  Attn: Executive Director</p>
If to Pasco County:	<p>Pasco County  8731 Citizens Dr., Suite 350  New Port Richey, FL 34654  Attn: County Administrator</p>
If to Pinellas County:	<p>Pinellas County  315 Court Street, Room 601  Clearwater, FL 33756  Attn: County Administrator</p>
If to SWFWMD:	<p>Southwest Florida Water Management District  2379 Broad Street  Brooksville, FL 34609  Attn: General Counsel</p>
If to Tampa Port Authority:	<p>Tampa Port Authority  P.O. Box 2192  Tampa, FL 33601  Attn: General Counsel</p>
If to TBRPC:	<p>Tampa Bay Regional Planning Council  4000 Gateway Centre Blvd., Suite 100  Pinellas Park, FL 33782  Attn: Executive Director</p>
If to Tampa Bay Water:	<p>Tampa Bay Water  2575 Enterprise Road  Clearwater, FL 33763  Attn: General Manager</p>

**CONSENT AGENDA**

**April 28, 2026**

**Operations, Lands & Resource Monitoring Committee: Residential Security Lease Agreement for Kirkland Ranch – SWF Parcel No. 13-798-103X (Pasco County)**

*Purpose*

The purpose of this item is to request the Governing Board approve and execute a Residential Security Lease Agreement (Agreement) between the District and Lieutenant Kevin Balfour (Lieutenant Balfour) of the Florida Fish and Wildlife Conservation Commission. A Location Map, Site Map, and the Agreement are included as Exhibits 1, 2, and 3 respectively.

*Background/History*

The District is responsible for resource protection on approximately 265,000 acres of conservation and project land. The Governing Board’s Land Use and Management Policy directs staff to utilize multiple approaches in the protection of District conservation lands, and one approach is to provide a security presence on District conservation lands through lease agreements with security officers. Where appropriate, the District provides housing opportunities at existing locations for sworn law enforcement officers. The housing opportunities include residences that were acquired as part of land transactions.

The District closed on the acquisition of the Kirkland Ranch Preserve on November 13, 2025. Kirkland Ranch Preserve included one residence suitable for a security lease agreement. Lieutenant Balfour will provide the District with an average of 30 hours per month of off-duty security services and a monthly report of patrol activities on Kirkland Ranch Preserve as well as nearby District properties Conner Preserve and Cypress Creek Preserve.

*Benefits/Costs*

Live-on officers serve as a cost efficiency to prevent vandalism and as a safety efficiency to enforce District rules and deter and report criminal activity. Lieutenant Balfour will serve as an asset to the District by reporting fence cuts and vandalism, answering calls for service, and ensuring the safety of the recreational amenities at all three properties.

*Deliverables*

The District and Lieutenant Balfour are responsible for certain maintenance items as outlined in the Agreement. Lieutenant Balfour will submit a schedule to the District on the first day of each month that identifies the days and hours to be worked during the month and will maintain insurance coverage as outlined in the Agreement.

*Strategic Plan*

This item supports the District’s Strategic Plan Land Management Core Business Process.

*Exhibits*

Exhibit 1 – Location Map

Exhibit 2 – Site Map

Exhibit 3 – Residential Security Lease Agreement

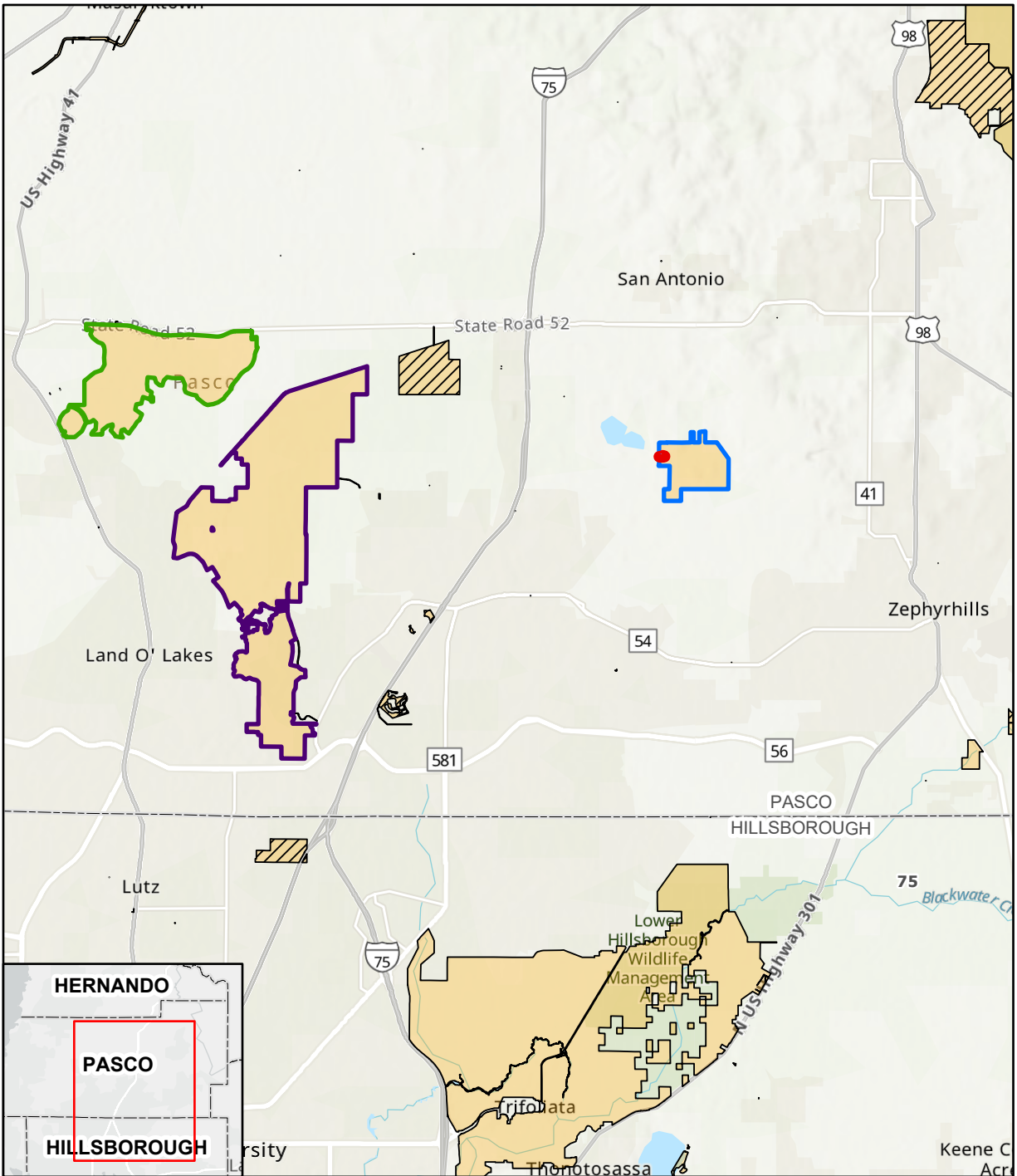
Staff Recommendation:

- Approve the Residential Security Lease Agreement Between the Southwest Florida Water Management District and Lieutenant Balfour; and
- Authorize the Governing Board Chair to execute the Agreement on behalf of the District; and
- Authorize staff to make minor changes or corrections to conform documents or correct scrivener's errors; any substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

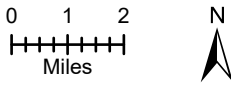
Ellen Morrison, Bureau Chief, Land Resources Bureau

**Exhibit 1- Location Map  
Kirkland Ranch Preserve  
Residential Security Lease Agreement (SWF Parcel No. 13-798-103X)**



Service Layers: Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



- Security Residence
- Conner Preserve
- Cypress Creek Preserve
- Kirkland Ranch Preserve
- District Owned Lands Fee Simple
- District Owned Land Easements



**Exhibit 2- Site Map**  
**Kirkland Ranch Preserve**  
**Residential Security Lease Agreement (SWF Parcel No. 13-798-103X)**



Southwest Florida Water Management District, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

-  Security Residence
-  Kirkland Ranch Preserve

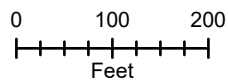


Exhibit 3

**LEASE AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
KEVIN BALFOUR**

This Lease Agreement (Agreement) is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (DISTRICT), and Kevin Balfour, a certified law enforcement officer and employee of the Florida Fish and Wildlife Conservation Commission, (OFFICER), individually referred to as a "Party" and collectively "Parties".

**WITNESSETH:**

**WHEREAS**, the DISTRICT owns certain lands, known as Kirkland Ranch Preserve, Conner Preserve, and Cypress Creek Preserve, located in Pasco County, Florida as depicted in Exhibit "A" attached hereto and hereinafter referred to as "District Lands"; and

**WHEREAS**, the DISTRICT owns a residence located on District Lands, as depicted in Exhibit "B" attached hereto and hereinafter referred to as the "Residence," and desires an off-duty, certified law enforcement officer to live in the Residence to provide security and patrol District Lands; and

**WHEREAS**, the OFFICER, through employment with a state, county, or municipal law enforcement agency, has the authority to enforce violations of state, county, municipal or wildlife laws; and

**WHEREAS**, the OFFICER agrees to live at the Residence to provide security and patrol District Lands in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, the DISTRICT and the OFFICER, in consideration of the mutual terms, covenants and conditions set forth herein, hereby agree as follows:

1. **INDEPENDENT CONTRACTOR**. The OFFICER will provide security services pursuant to this Agreement as an independent contractor and not as an employee, representative, or agent of the DISTRICT.
2. **PROJECT MANAGER AND NOTICES**. The DISTRICT hereby designates the employee set forth below as its Project Manager. The Project Manager is the District's primary contact person and will coordinate with the OFFICER during the term of this Agreement. Notices and reports will be sent to the attention of the Project Manager and the OFFICER by hand delivery, or sent by U.S. mail, postage paid, or by nationally recognized overnight courier to the parties' addresses set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT: Real Estate Services Manager  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604

OFFICER:

Kevin Balfour  
12025 Pine Warbler Ave.  
Brooksville, FL 34614

3. **INITIAL TERM.** The initial term of this Agreement is for three (3) years, commencing on the date the last of the parties has executed the Agreement unless terminated earlier pursuant to paragraph 21 below.
4. **RENEWAL.** This Agreement shall automatically renew for one additional three (3) year Renewal Term upon expiration of the Initial Term of this Agreement, unless either party has given written notice to the other party of the intention not to renew this Agreement at least 30 days prior to the expiration of this Agreement or any subsequent renewal.
5. **PRIMARY EMPLOYMENT OF OFFICER.** The OFFICER must be a certified law enforcement officer in the State of Florida and be actively employed by a state, county or municipal law enforcement agency at all times during the term of this Agreement. Prior to the effective date of this Agreement, the OFFICER must submit to the DISTRICT a statement from the OFFICER'S primary employer documenting the OFFICER'S employee status with the agency and authorizing the OFFICER'S ability to seek employment as an independent contractor for off-duty law enforcement related services. The OFFICER will notify the DISTRICT within 24 hours if the OFFICER'S employment status with that law enforcement agency changes or terminates. If the OFFICER fails to submit the statement from the OFFICER'S primary employer in accordance with the provisions of this paragraph or fails to notify the DISTRICT within 24 hours of any change in the OFFICER'S employment status, including termination, then the DISTRICT may terminate this Agreement in accordance with paragraph 21 below.
6. **PATROLLING.** The OFFICER must patrol District Lands an average of 30 hours a calendar month in accordance with the Scope of Security Services set forth in Exhibit "C," attached hereto and incorporated herein by reference. The OFFICER will investigate any suspicious activity on District Lands in the same manner as the OFFICER would investigate any other violation of law, and exercise the authority vested in the OFFICER as a certified law enforcement officer. The OFFICER will notify the Project Manager within 24 hours of the occurrence and investigation of any such activity on District Lands. The OFFICER will document patrol activities monthly in accordance with the Monthly Patrol Log set forth in Exhibit "E," attached hereto and incorporated herein by reference, and in accordance with the Scope of Security Services, Exhibit "C." Hours patrolled on District Lands as part of this Agreement may not be billed towards any other contract or agreement.
7. **SCOPE OF SECURITY SERVICES.** The OFFICER, upon written notice to proceed from the DISTRICT, agrees to provide security services in accordance with the provisions in this Agreement and the Scope of Security Services set forth in Exhibit "C." The Scope of Security Services and associated costs may not be modified unless mutually agreed to in writing by the Parties prior to implementation of the changes by the OFFICER.
8. **UNIFORM.** While performing the security services required by this Agreement, the OFFICER will wear the uniform and standard equipment normally worn while performing duties for the law enforcement agency by which the OFFICER is employed.
9. **TRANSPORTATION.** The OFFICER will provide a vehicle or vehicles to perform the security services required by this Agreement. The vehicle or vehicles must have the capacity to traverse extreme terrain, i.e., a four-wheel drive or all-terrain vehicle. If permitted by an off-duty employment or vehicle authorization or other appropriate form of consent from the law enforcement agency by which the OFFICER is employed, then the OFFICER will patrol the District Lands in a marked patrol vehicle

whenever possible. The OFFICER will be responsible for all wear, tear, or physical damage to the vehicle or vehicles.

10. **COMMUNICATION**. The OFFICER must have access to a cellular phone and a portable two-way radio that must be tuned to state frequencies while performing duties under this Agreement. The OFFICER will provide the cellular phone number to the Project Manager.

11. **MEDIA RELEASE**. The OFFICER agrees not to initiate any oral or written media interviews, issue press releases or make any other public disclosure concerning this Agreement without the prior written approval from the DISTRICT. The OFFICER will notify the Project Manager before releasing any information to the news media regarding any activities occurring on District Lands or any other DISTRICT business.

12. **LAW COMPLIANCE**. The OFFICER will abide by all applicable federal, state, and local laws, rules, regulations, and guidelines, including but not limited to District Land Use Rules, Chapter 40D-9, Florida Administrative Code (F.A.C.), attached hereto as Exhibit "D," as may be amended from time to time. The OFFICER will abide by all applicable laws, rules, regulations, and guidelines of the law enforcement agency by which the OFFICER is employed.

13. **SCHEDULING**. Scheduling will be done, in advance, on a monthly basis. The OFFICER will submit a schedule to the Project Manager on the first day of each month that identifies the days and hours the OFFICER is available to work during the subsequent month. Each monthly schedule will be approved by the Project Manager.

14. **CONFLICT OF SCHEDULE**. The DISTRICT recognizes that the number of hours or the shift the OFFICER is available to work in an off-duty capacity may be limited by the OFFICER'S primary employment and other off-duty work obligations. The OFFICER will inform the DISTRICT as soon as possible when a schedule conflict develops. In the event of such a conflict, the OFFICER will be excused from the DISTRICT'S assigned schedule. The OFFICER may be rescheduled for the same number of off-duty work hours, according to the DISTRICT'S needs.

15. **ASSIGNMENT**. Except as otherwise provided in this Agreement, the OFFICER may not assign any of the OFFICER'S rights or delegate any of the OFFICER'S obligations under this Agreement without the prior written consent of the DISTRICT. If the OFFICER assigns the OFFICER'S rights or delegates the OFFICER'S obligations under this Agreement without the DISTRICT'S prior written consent, then the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, then the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

16. **RESIDENCE**.

- a. The OFFICER agrees to live in the Residence in exchange for providing security services and patrolling District Lands as specified in paragraph 6. The OFFICER will pay all costs resulting from the OFFICER'S occupation and use of the Residence, including but not limited to, charges for telephone, electricity, garbage, and utility service.
- b. The OFFICER will be responsible for maintaining the floors, ceilings, cabinets, interior doors, walls, water softener and windows in a clean and well-kept condition. The OFFICER will also be responsible for minor repairs such as faucet leaks, light bulb replacement, fences, and other incidental expenses.

- c. The DISTRICT will provide, maintain, repair, and replace exterior fixtures and apparatuses which service the Residence including telephone lines, electrical wiring and lines, heating and air conditioning systems, gas lines, plumbing and water lines, roofs, structural damage, exterior insect treatment, wells and pumps, septic lines and tank, and all appurtenant concrete pads. The DISTRICT'S responsibility to provide, maintain, repair, and replace such fixtures will only extend to damage resulting from normal wear and tear, fire, water or acts of God. The OFFICER will promptly report any damage or necessary repair work to the DISTRICT to ensure damage to DISTRICT property is mitigated and repair costs are minimized. The OFFICER agrees to be responsible for the repair or replacement of those fixtures and apparatuses that are damaged because of the OFFICER'S actions or the actions of others for whom the OFFICER may be liable during the OFFICER'S performance under this Agreement.
- d. The OFFICER may not construct any additions, porches, make any other structural modifications or alterations to the Residence, or otherwise modify or alter the Residence or any other structures on District Lands, without the prior written approval of the DISTRICT.
- e. The OFFICER will not keep as pets any animals other than normal domestic pets, such as a dog or cat unless otherwise authorized in writing by the DISTRICT. The domestic pets and any other animals authorized by the DISTRICT will not be allowed to roam free or create a nuisance and will be confined to the Residence. The OFFICER will be responsible for cleaning up after and repairing any damage caused by the OFFICER'S domestic pets or other authorized animals.

17. **INSPECTIONS.** The DISTRICT or its agents may, at any reasonable time or during the normal business hours of the DISTRICT, enter the Residence for the purpose of inspecting or making necessary repairs, including but not limited to installing or servicing electric, gas, septic tank, telephone, or water lines or other similar utility distribution lines, or managing or maintaining the District Lands and structures.

18. **INSURANCE.** During the term of this Agreement, the OFFICER must continuously maintain insurance coverage in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and the Project Manager. The OFFICER must submit proof of continuing coverage to the DISTRICT when requested during the term of this Agreement.

- a. Vehicle Liability Insurance, including owned, non-owned and hired auto vehicles with the following minimum limits and coverage:

Bodily Injury per Person	\$100,000
Bodily Injury per Occurrence	\$300,000
Property Damage Liability	\$50,000
	or
Combined Single Limit	\$300,000

- b. Tenant's Liability Insurance \$100,000

The DISTRICT and its employees, agents, and officers must be named as additional insureds on the OFFICER'S Liability Insurance policy to the extent of the DISTRICT'S interests arising from this Agreement.

19. **TAXES.** If any ad valorem taxes, intangible property taxes, personal property taxes, personal income taxes or other liens or taxes of any kind are assessed or levied lawfully on the Residence because of the OFFICER'S use of the Residence during the term of this Agreement, the OFFICER will pay all taxes, assessments, or liens, within ten (10) days after receiving written notice thereof from the DISTRICT. If the OFFICER fails to pay all taxes assessed or levied on the Residence within ten (10) days after receiving written notice thereof from the DISTRICT, the DISTRICT may, at its sole option, pay the taxes, assessments, or liens in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the DISTRICT subject to immediate reimbursement from the OFFICER. If the OFFICER fails to pay the taxes, assessments, or liens, then the DISTRICT may terminate this Agreement in accordance with paragraph 21 below.

20. **LIENS.** If the DISTRICT pays, or is compelled to pay, any money or do any act which requires the payment of money because the OFFICER has failed to perform any of the terms or conditions to be performed herein by the OFFICER, then the money paid by the DISTRICT, together with all interest allowed by law and attorney's fees and other expenses and obligations incurred by the DISTRICT, will be considered an obligation of the OFFICER with payment due immediately. This obligation of the OFFICER is collectible in the same manner and with the same remedies as if it had been a right originally reserved by the DISTRICT. The DISTRICT will not pay any money for which, under the provisions of this paragraph, it would be entitled to be reimbursed by the OFFICER, without giving the OFFICER five (5) days written notice of its intention to do so and without the OFFICER'S failure to make payment or do the acts required under this Agreement within the five-day notice period.

21. **TERMINATION.**

- a. Either party may terminate this Agreement without cause by giving 90 days written notice to the other party. Termination is effective on the 90<sup>th</sup> day from receipt of notice.
- b. The DISTRICT may terminate this Agreement immediately if in the DISTRICT'S opinion the OFFICER has committed any action that is inconsistent with the intent of this Agreement, the DISTRICT'S policies and procedures, or that results in damage to District Lands.
- c. The OFFICER must immediately advise the DISTRICT in writing of any change in the OFFICER'S law enforcement status or termination of his employment as a certified law enforcement officer. The DISTRICT may terminate this Agreement upon notification of the OFFICER'S loss of law enforcement certification. Termination will be at the DISTRICT'S sole discretion and may be achieved upon immediate notification or upon providing 30 days written notice to the OFFICER, whichever the DISTRICT deems appropriate.
- d. If the OFFICER abandons or vacates the Residence without notice to the DISTRICT, the DISTRICT, at its sole option, may immediately terminate this Agreement.
- e. This Agreement may be terminated if contractual obligations result in a frequent or continuing conflict with the duties of the OFFICER'S primary employment or other off-duty law enforcement obligations.
- f. The DISTRICT'S right to terminate this Agreement under the circumstances set forth in this paragraph 21 is in addition to any other rights and remedies provided by law or this Agreement.

22. **SURRENDER OF RESIDENCE.** Upon termination of this Agreement, the OFFICER will surrender the Residence to the DISTRICT in the same repair and condition as on the effective date hereof, with the exception of ordinary wear and tear. Upon termination of this Agreement, the OFFICER

will also deliver to the DISTRICT all property of the DISTRICT in the OFFICER'S possession, including but not limited to all keys to the Residence and to the gates on District Lands.

23. **PERSONAL PROPERTY DAMAGE.** The OFFICER will be responsible for all loss or damage to the OFFICER'S personal property by any cause whatsoever, including but not limited to theft, vandalism, sewage system failure, fire, flooding, hurricane, or act of God. The OFFICER will not be responsible for any loss or damage to the OFFICER'S personal property caused by the negligence of the DISTRICT'S agents, employees, or representatives.

24. **FAILURE TO RETURN OR REMOVE PROPERTY.** If the OFFICER fails to surrender the Residence or return all DISTRICT property, the DISTRICT will take all appropriate legal action to obtain its property. If the OFFICER abandons personal property at the Residence, then the DISTRICT, at its sole option, may remove such personal property. The OFFICER will be solely responsible for any costs incurred by the DISTRICT in the removal of the OFFICER'S abandoned personal property from the Residence, and the DISTRICT will not be liable for any damage to personal property resulting from such removal.

25. **INDEMNIFICATION.** The OFFICER agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all injuries, deaths, losses, liabilities, claims, damages, judgments, expenses or actions, either at law or in equity, including attorney fees and costs, attorney fees and costs on appeal, and the costs of paraprofessionals working under the supervision of an attorney, caused or incurred, in whole or in part, as a result of any act or omission by the OFFICER or anyone for whose acts or omissions the OFFICER may be liable during the OFFICER'S performance under this Agreement. Nothing contained herein will constitute a waiver of the DISTRICT'S sovereign immunity under section 768.28, Florida Statutes, or to extend the limits of liability or recovery under section 768.28, Florida Statutes. This provision will survive the termination of this Agreement.

26. **FORCE MAJEURE.** The OFFICER is not excused or released from performing any of the acts, agreements, covenants, obligations or promises to comply with the terms and conditions of this Agreement if the DISTRICT is unable, prevented, or delayed in providing, maintaining, or repairing utility services at the Residence due to conditions or causes beyond the DISTRICT'S control, including but not limited to natural disasters, government restrictions, and national or state emergencies.

27. **VENUE AND APPLICABLE LAW.** All claims, counterclaims, disputes, and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement or the breach of it, will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and venue will lie exclusively in Hillsborough County.

28. **REMEDIES.** Unless specifically waived by the DISTRICT, the OFFICER'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT due to said breach will be borne by the OFFICER. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the OFFICER'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the OFFICER.

29. **ATTORNEY FEES.** Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorney fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement,

arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under section 768.28, Florida Statutes. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in section 768.28, Florida Statutes.

30. **THIRD PARTY BENEFICIARIES**. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

31. **DISCRIMINATION**. Pursuant to subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, the OFFICER warrants that the OFFICER is not currently on the discriminatory vendor list and that the OFFICER has not been placed on the discriminatory vendor list in the past 36 months. The OFFICER further agrees to notify the DISTRICT if placement on this list occurs.

32. **ENFORCEABILITY**. If any term or condition of this Agreement is held to be invalid or unenforceable under applicable law, all the remaining terms and conditions hereof will not be affected thereby but will remain in full force and effect.

33. **ENTIRE AGREEMENT**. No agreement or understanding, oral or in writing, unless incorporated herein, will be binding upon the Parties.

34. **MODIFICATIONS**. This Agreement and the attached exhibits listed below constitute the entire agreement between the Parties and, unless otherwise provided herein, may be amended only in writing, signed by the Parties to this Agreement.

35. **DOCUMENTS**. The following documents are attached hereto and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," Location Map, then to Exhibit "B," Site Map, then to Exhibit "C," Scope of Security Services, then to Exhibit "D," District Land Use Rules, then to Exhibit "E," Monthly Patrol Log.

- Exhibit "A" – Location Map
- Exhibit "B" – Site Map
- Exhibit "C" – Scope of Security Services
- Exhibit "D" – District Land Use Rules
- Exhibit "E" – Monthly Patrol Log

**[remainder of this page left intentionally blank]**

**IN WITNESS WHEREOF**, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT, a public  
corporation of the State of Florida

(Corporate Seal)

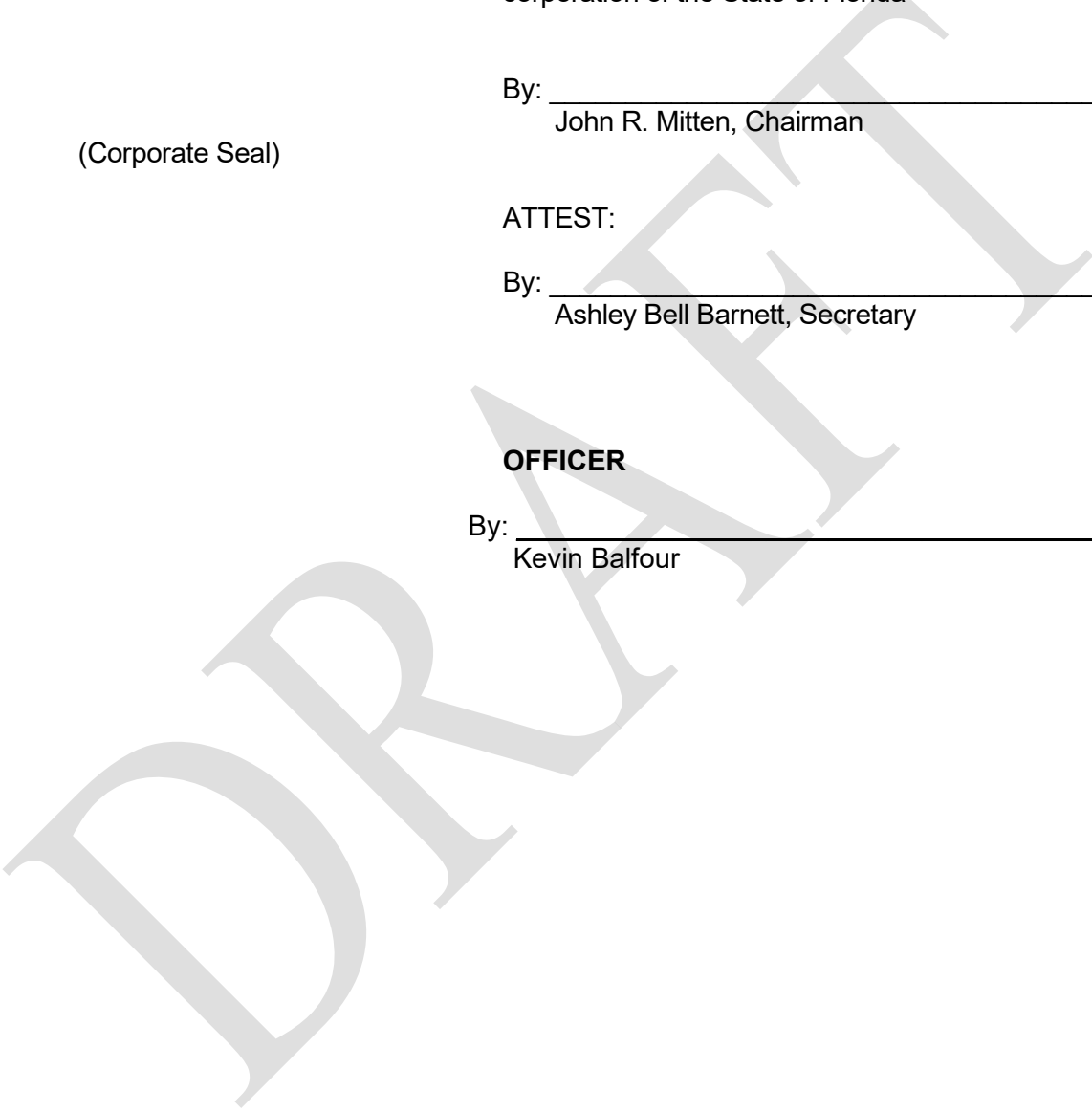
By: \_\_\_\_\_  
John R. Mitten, Chairman

ATTEST:

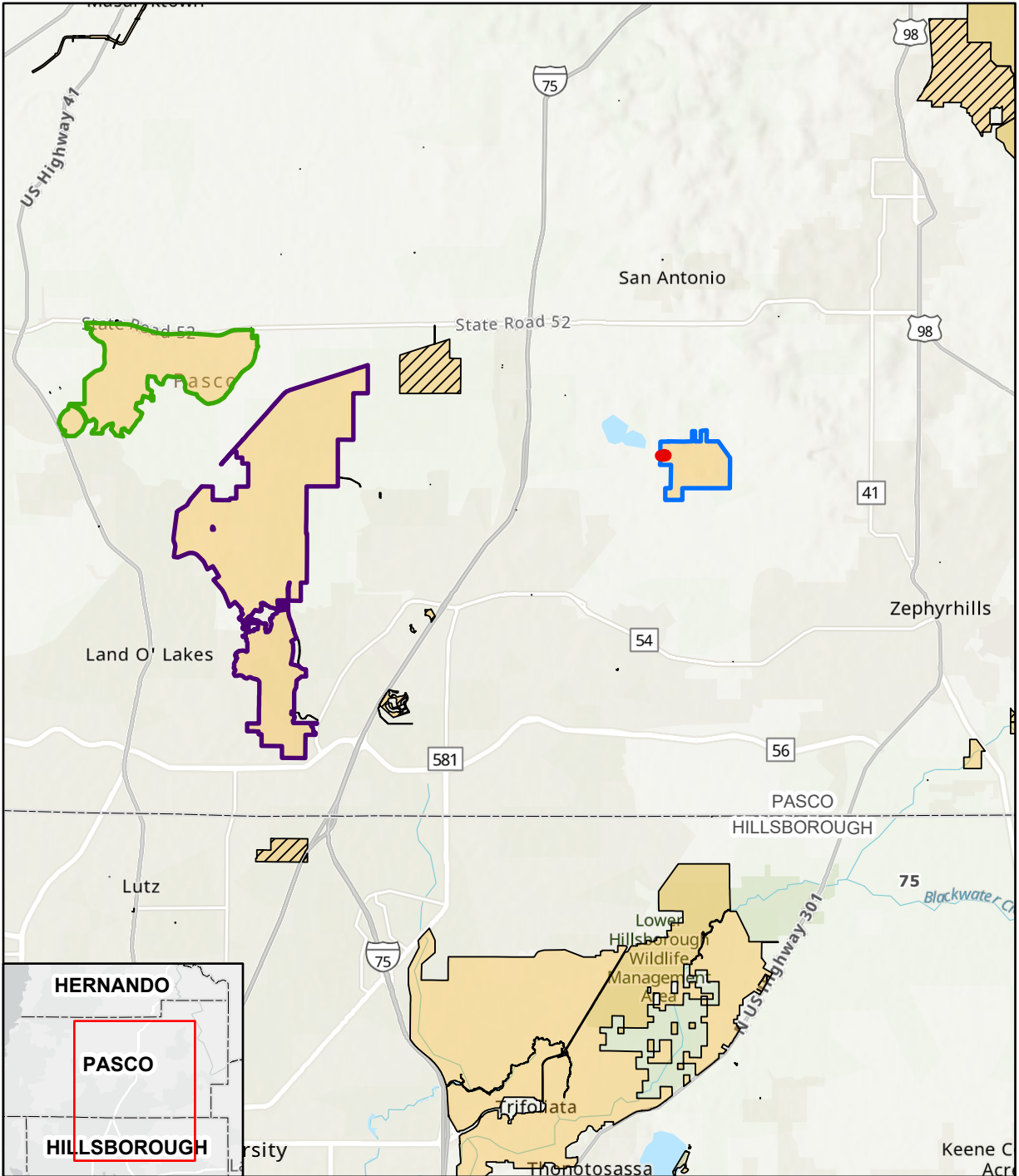
By: \_\_\_\_\_  
Ashley Bell Barnett, Secretary

**OFFICER**

By: \_\_\_\_\_ Date  
Kevin Balfour

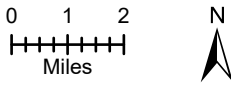


**Exhibit A- Location Map  
Kirkland Ranch Preserve  
Residential Security Lease Agreement (SWF Parcel No. 13-798-103X)**



Service Layers: Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- Security Residence
- Conner Preserve
- Cypress Creek Preserve
- Kirkland Ranch Preserve
- District Owned Lands Fee Simple
- District Owned Land Easements




**Exhibit B- Site Map  
Kirkland Ranch Preserve  
Residential Security Lease Agreement (SWF Parcel No. 13-798-103X)**

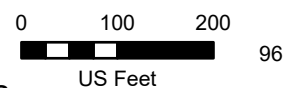


Service Layers: Southwest Florida Water Management District, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

**Southwest Florida**  
Water Management District

WaterMatters.org • 1-800-423-1476

 Security Residence (SWF# 13-798-103X)



## **EXHIBIT C SCOPE OF SECURITY SERVICES**

The OFFICER will fulfill security responsibilities and patrol District Lands. The OFFICER'S responsibilities will include, but will not be limited to, the following:

- a. Interrupt or prevent unauthorized and illegal activities while patrolling District Lands for an average of 30 hours per month.
- b. Patrol areas on District Lands that include, but are not limited to, entry points, boundary fences, structures, property interior, campgrounds, and recreational trails. Patrols will be conducted using a means of transportation with the capacity to traverse extreme terrain, i.e., a four-wheel drive or all-terrain vehicle, bicycle, horseback, or other means of transportation appropriate for a specific patrol area. If permitted by an off-duty employment or vehicle authorization or other appropriate form of consent from the law enforcement agency by which the OFFICER is employed, then the OFFICER will patrol District Lands in a marked patrol vehicle whenever possible. The OFFICER will immediately report any condition, situation, or incident that creates or presents a danger to the public, District Lands, or DISTRICT property.
- c. Enforce federal, state and local laws, rules, regulations and guidelines, including but not limited to the District Land Use Rules, Chapter 40D-9, F.A.C.
- d. Monitor structures and other DISTRICT property to prevent theft and vandalism.
- e. Respond to and manage any emergency situation occurring on District Lands when observed by the OFFICER or requested by the DISTRICT until DISTRICT personnel are available to assume responsibility of the emergency situation.
- f. Report fires immediately to the Project Manager by telephone.
- g. Document patrol hours and activities observed during each patrol utilizing the Monthly Patrol Log provided by the DISTRICT. In the Monthly Patrol Log, the OFFICER will record the number of contacts with the public, the activity in which the member or members of the public were engaged, each incidence of vandalism, fire, or property damage, any unusual situation or occurrence encountered by the OFFICER, and any other information the OFFICER deems relevant. The OFFICER will also include a brief narrative statement of the patrol activities and observations made during each patrol in the Monthly Patrol Log. On the first day of each month, the OFFICER will submit the Monthly Patrol Log documenting the preceding month's activities, including any activities observed during any partial month, to the Project Manager.
- h. Participate in periodic meetings as requested by the DISTRICT.

## EXHIBIT D

### CHAPTER 40D-9 DISTRICT LAND USE RULES

40D-9.021	Definitions
40D-9.101	Recreational Land Use Policy (Repealed)
40D-9.110	Scope and Applicability (Repealed)
40D-9.111	Access to and Closures of District Lands
40D-9.120	Commercial Recreational Activities
40D-9.130	Recreational Fishing
40D-9.131	Commercial Fishing
40D-9.140	Hiking
40D-9.150	Equine Activities
40D-9.160	Bicycling
40D-9.170	Hunting
40D-9.171	Trapping
40D-9.180	Swimming
40D-9.181	Underwater Diving
40D-9.182	Swings, Diving, and Jumping
40D-9.190	Dogs, Cats, or Other Animals
40D-9.191	Plant or Animal Removal, Destruction, or Harassment
40D-9.192	Introduction of Plants and Animals to District Lands
40D-9.200	Historic Resources Removal, Alteration, or Destruction
40D-9.210	Disposal or Discharge of Waste
40D-9.220	Destruction, Removal, or Alteration of District-Owned Facilities or Equipment
40D-9.230	Potentially Dangerous Equipment
40D-9.231	Fireworks and Explosives
40D-9.240	Posting or Distributing Bills
40D-9.250	Fires
40D-9.260	Camping
40D-9.270	Use of Motorized Vehicles, Recreational Vehicles, Boats, and Aircraft
40D-9.280	Unauthorized Facilities or Structures
40D-9.290	Use or Possession of Alcoholic Beverages on District Lands Prohibited
40D-9.300	Trespass After Notice (Repealed)
40D-9.310	Penalties (Repealed)
40D-9.311	Penalties
40D-9.320	Conflicting Rules
40D-9.330	Special Use Authorization

#### **40D-9.021 Definitions.**

When used in this part:

- (1) "Access point" means a designated location or boundary for public access to District Lands.
- (2) "Bicycle" means every vehicle propelled solely by human power, and every motorized bicycle propelled by a combination of human power and an electric helper motor capable of propelling the vehicle at a speed of not more than 20 miles per hour on level ground upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of no more than 25 inches from the ground when the seat is adjusted to its highest position or a scooter or similar device. A person under the age of 16 may not operate or ride upon a motorized bicycle.
- (3) "Bicycling" means to ride a bicycle.
- (4) "Commercial" activities means selling or offering to sell any merchandise or service including those derived from the recreational use of District Lands including, but not limited to, providing guide services or tours, or providing rental vehicles or

## EXHIBIT D

animals for use on District Lands.

(5) “Camping” means to use a vehicle, tent, or other shelter, and/or to arrange bedding with the intent to stay overnight.

(6) “District” means the Southwest Florida Water Management District, operating under the authority of Chapter 373, F.S.

(7) “District Lands” means any real property owned, leased, managed, or controlled by the District.

(8) “Facility” or “Structure” means any object placed on District Lands, which is intended to be permanently attached to the land, or which would be considered a fixture under Florida Law.

(9) “Fireworks” means any device as defined in Chapter 791, F.S.

(10) “Historic resource” means any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value, and folklife resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.

(11) “Horse cart” means a non-motorized two- (2) or four- (4) wheeled vehicle pulled by up to two equine animals driven by a human.

(12) “Mobility impaired persons” means a person eligible for a disabled person exemption parking permit pursuant to Section 320.0848, F.S.

(13) “Motorized Vehicle” means any vehicle, which travels over land and is partially or completely powered by a motor, as well as animal-drawn carriages and buggies.

(14) “Natural resource” means land, water, soils, flora, and fauna.

(15) “Resource-based” means an activity that depends on natural resources for its occurrence such as fishing, boating, camping, wildlife study, equine trail riding, or hunting.

(16) “Special Use Authorization” means the granting of a privilege to go on or use District Lands for a certain purpose without conveying any property or possessory interest.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 259.105, 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.101 Recreational Land Use Policy.**

*Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.*

### **40D-9.110 Scope and Applicability.**

*Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.*

### **40D-9.111 Access to and Closures of District Lands.**

(1) District Lands shall be open to the public from 30 minutes prior to sunrise until 30 minutes after sunset only, unless otherwise authorized by the District.

(2) Public access to District Lands is provided at designated access points from public roadways. District Lands, except as described in this rule, may be accessed from any adjacent waterway or waterbody at any point, unless otherwise posted. Weeki Wachee Springs State Park and Weeki Wachee Preserve may not be accessed from any adjacent waterway or waterbody at any point, unless otherwise posted.

(3) District Lands may be closed to public use during certain hours or for certain periods of time when such closure is necessary due to emergency conditions such as floods, severe weather events, and wildfires; or during prescribed burns, construction, vegetation spraying, or other land management activities.

(4) District Lands may be closed to public use in areas undergoing construction or restoration, or subject to other land or water management activities, when necessary to protect the site.

(5) District Lands may be closed to public use when such action is necessary to protect the water, natural or cultural resources of such lands.

## EXHIBIT D

(6) District Lands may be closed to public use when necessary to conduct research, studies, or data collection that has been approved or contracted by the District.

(7) The District shall provide notice by signs, District website, press release, or social media postings when District Lands are closed for public use.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.120 Commercial Recreational Activities.**

Any entity planning to conduct a commercial recreational activity consistent with these rules on District Lands shall contact the District and provide the following information prior to entry upon District Lands:

- (1) Name of business and owner,
- (2) Address of business and owner,
- (3) Type of activity to be conducted on District Lands,
- (4) Number of participants in the activity, and
- (5) Duration of the activity.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.130 Recreational Fishing.**

Recreational fishing as authorized and regulated by the Florida Fish and Wildlife Conservation Commission is allowed on District Lands except where specifically restricted by signs. The Florida Fish and Wildlife Conservation Commission requires any person engaging in recreational fishing to have appropriate fishing licenses in their possession, unless exempted by the Commission.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.131 Commercial Fishing.**

Commercial fishing is prohibited on all District Lands unless authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.140 Hiking.**

Hiking is allowed on District Lands except where specifically restricted by signs. For the purposes of this subsection, hiking shall include jogging, wildlife watching, or any other activity where travel is by foot only.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.150 Equine Activities.**

(1) Equestrian activities are allowed on District Lands where identified by posted signage on trails, areas, roads, or equestrian campgrounds.

(2) Persons using equine animals on District lands must have proof of a negative Coggins test for Equine Infectious Anemia in their possession at all times.

(3) Equestrian activities are prohibited in wetlands, except in areas identified in subsection (1).

(4) The use of a horse cart as defined by subsection 40D-9.021(11), F.A.C., must be authorized by the District and is allowed only on designated District lands as identified by posted signage on trails, areas, roads, or equestrian campgrounds..

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.160 Bicycling.**

Bicycling is allowed only on District Lands designated for this purpose.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.170 Hunting.**

Hunting is allowed on District Lands designated by the District. The Florida Fish and Wildlife Conservation Commission

## EXHIBIT D

(Commission) regulates and manages recreational hunting on District Lands by agreement with the District and pursuant to the Florida Statutes and the Commission's own rules. On District Lands not designated as a Wildlife Management Area, the District allows hunting by permit where hunting is part of the site-specific management plan developed or authorized by the District. The District shall issue permits or Special Use Authorizations for hunts on District Lands and shall limit the number of permits based upon the conservation management goals and objectives contained within the specific management plan for the property. Any person engaging in hunting on District Lands during such authorized hunts must have in their possession a valid hunting license for game animals and a District permit or Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 7-6-10, 6-23-21.*

### **40D-9.171 Trapping.**

Trapping on District Lands is prohibited except by Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.180 Swimming.**

Swimming is allowed on District Lands only in designated areas unless authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.181 Underwater Diving.**

Scuba diving, or the use of underwater breathing apparatus of a similar nature, is prohibited on District Lands unless authorized by a Special Use Authorization. A person issued a Special Use Authorization to perform a dive from District Lands shall submit a report informing the District of any scientific or archaeological evidence discovered during the dive within 30 days after completing the dive. To receive a Special Use Authorization for diving, the applicant must satisfy the requirements contained in Rule 40D-9.330, F.A.C., and must provide reasonable assurances that:

- (1) The dive is for a scientific or resource investigation purpose; and
- (2) The person performing the dive is certified for the type of dive to be performed.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.182 Swings, Diving, and Jumping.**

The installation or use of swings, rope swings, platforms or stairs in trees is prohibited, unless otherwise authorized by Florida law. Diving or jumping from trees, banks, structures or bridges on District Lands into any body of water is prohibited.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 6-23-21.*

### **40D-9.190 Dogs, Cats, or Other Animals.**

Dogs and equine animals are allowed on District Lands only in designated areas. Dogs must be leashed or caged at all times unless they are authorized as part of an approved hunting program or authorized by a Special Use Authorization. Other types of domesticated animals, such as cats, are prohibited on District Lands. Dog waste must be removed by owner.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.191 Plant or Animal Removal, Destruction, or Harassment.**

Removing, destroying, or harassing animals or plants, including the felling of dead trees, from or on District Lands is prohibited except for research efforts, hunting and fishing activities authorized by permit or Special Use Authorization, or District initiated removals associated with restoration, control of exotic or nuisance species, silvicultural timber harvests or other land management activities.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.059 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.192 Introduction of Plants and Animals to District Lands.**

## EXHIBIT D

The introduction or release of any plant or animal on District Lands is prohibited unless done pursuant to a District initiated or authorized land management or restoration activity.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.200 Historic Resources Removal, Alteration, or Destruction.**

Removal, alteration or destruction of historic resources is prohibited on District Lands unless authorized by a Special Use Authorization. The District shall consult the Florida Department of State, Division of Historical Resources, prior to authorizing the removal, alteration or destruction of historic resources on District Lands. Any person discovering historic resources on District Lands shall notify the District of such discovery within 24 hours.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.210 Disposal or Discharge of Waste.**

The disposal or discharge of any waste outside of designated waste collection facilities is prohibited on District Lands. The disposal of oil, gasoline or other hazardous substances is prohibited on District Lands.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.220 Destruction, Removal, or Alteration of District-Owned Facilities or Equipment.**

The destruction, removal or alteration of any District-owned facilities, vehicles or other equipment is prohibited on District Lands. District-owned facilities and equipment include but are not limited to water control structures, scientific study plots, photo points, transect lines, survey markers, public buildings, towers, recorders, gauges, signs, gates, fences, monuments, monitoring wells, and associated equipment.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.230 Potentially Dangerous Equipment.**

The possession or use of potentially dangerous equipment on District Lands, as set forth below, is prohibited except:

- (1) For hunting purposes during specifically authorized hunts;
- (2) For District initiated land management activities;
- (3) As authorized by a Special Use Authorization.

Potentially dangerous equipment includes blow guns, crossbows, spear guns, or other devices capable of mechanically propelling an arrow, spear, or similar projectile. The use of paintball guns, paintball markers, and paintball equipment on District Lands is prohibited. Paintball equipment includes, but is not limited to: paint balls, paint gun refillable gas tanks, paint gun propellant canisters, and targets.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 7-15-12.*

### **40D-9.231 Fireworks and Explosives.**

The possession or discharge of any fireworks or explosives on District Lands is prohibited unless authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.240 Posting or Distributing Bills.**

Distributing any handbills or circulars or posting, placing, or erecting any bills, notices, papers, signs or advertising devices or informational matter of any kind, excluding District or managing agency notices, is prohibited on all District Lands unless authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.250 Fires.**

Igniting any fire on District Lands is prohibited except for District authorized prescribed burns, campfires in fire rings in designated

## EXHIBIT D

camping areas or day use areas, or fires authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.260 Camping.**

- (1) Camping is allowed on District Lands at designated sites by permit or Special Use Authorization only.
- (2) Camping using a motorized vehicle is allowed on District Lands only in camping sites designated for this purpose. The use of a motorized vehicle is subject to Rule 40D-9.270, F.A.C.
- (3) The District shall grant a permit for camping on District Lands subject to the following conditions:
  - (a) Camping permits are issued on a first come-first served basis to those registered on the District's website. Reservations must be made no later than 24 hours prior to the start of the camping permit. The number of camping permits issued per site is limited to the capacity of the site.
  - (b) Campers may arrive no earlier than 3 p.m. on the first day of the camping permit and must depart no later than 11 a.m. on the final day of the camping permit.
  - (c) Overnight camping or the presence of camping equipment is limited to no more than seven (7) consecutive days, and thirty (30) total days per year on District lands where camping is authorized, unless authorized by Special Use Authorization.
  - (d) Permittees can hold no more than two (2) active camping permits within the reservation system at any given time.
  - (e) Camping is allowed outside of areas designated for camping only by Special Use Authorization.
  - (f) No person shall install, erect, or maintain any unauthorized camp, building, structure, shelter, residence or sign.
  - (g) Between the hours of 10:00 p.m. and 7:00 a.m., music, barking dogs, or any other activities causing excessive noise are prohibited in camping areas. Generator use is only allowed in camping areas on District Lands from 7:00 a.m. to 10:00 p.m., unless authorized by Special Use Authorization. Generators are not to be left running unattended at any time.
  - (h) Within camping areas, animals permitted include equine animals and dogs on District lands where allowed. Animals must be leashed or tethered at all times while on District lands. Dogs must remain on a 6ft leash at all times.
  - (i) Campers are limited to two dogs per camping reservation.
  - (j) Within camping areas, pet waste must be disposed of in waste bins, if provided, or removed by the owner. Equine animal manure within camping areas must be removed by owner/handler, or broken up and spread on site.
  - (k) Changing the registered name of a group or individual, or if the same individuals or the similar persons in a family group or camping rig make multiple advanced reservations, through any means, including the use of multiple user profiles, to circumvent the 7-day maximum or 30 day total annual length of stay is prohibited.
- (4) Camping on District Lands, whether authorized by permit or Special Use Authorization, does not create a tenancy or any other interest in land.
- (5) The District may revoke a camping permit if the permittee fails to comply with the rules in Chapter 40D-9, F.A.C., or any provision of a camping permit.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.270 Use of Motorized Vehicles, Recreational Vehicles, Boats, and Aircraft.**

- (1) Motorized vehicles that are licensed for Florida highway use are allowed on District Lands in designated areas. Use of all-terrain, off-road, or other motorized vehicles not licensed for Florida highway use is prohibited on District Lands except by a Special Use Authorization for access by mobility impaired persons, research studies, or data collection.
- (2) Motorized vehicles licensed for Florida highway use shall be operated by licensed drivers only on roads designated as open for motorized vehicles.
- (3) Motorized vehicles shall not exceed posted speed limits. If no speed limit is posted, the speed limit shall be 20 miles per hour.
- (4) For purposes of this section, the term "boating" includes both motorized and non-motorized boats.
- (5) Boating is allowed on all District-owned waterways (canals, impoundments, etc.) subject to the following:
  - (a) Boats traveling within 500 feet of any District structure or levee shall not exceed idle speed unless otherwise indicated by signs.
  - (b) Boats shall not be operated in a manner which would damage plants, animals or other environmental resources.
  - (c) Boat use shall be limited to areas posted as open for boats.

## EXHIBIT D

(d) The District shall limit boating by engine horsepower, speed, or vessel type as necessary for public safety, resource protection, or protection of District facilities or equipment, and these limitations shall be specific to each water body. Areas closed to boating and boating limitations shall be designated by signs.

(e) The mooring of any boat on any District Lands for more than 24 continuous hours is prohibited, unless otherwise posted. The mooring of any boat on any District Lands for less than 24 continuous hours is authorized, unless otherwise posted.

(f) No person shall operate an airboat or vessel beyond posted signage or on upland areas.

(5) Boats on trailers shall only be launched in designated areas.

(6) Parking a motor vehicle or trailer in an unauthorized location or in a manner blocking roads, gates, firelines, monitoring wells, or water control structures is prohibited. Parking of commercial vehicles and trailers is prohibited unless authorized by Special Use Authorization.

(7) Taking off or landing aircraft on District Lands is prohibited unless authorized by a Special Use Authorization.

(8) Unmanned aerial vehicles, including recreational drones, are prohibited from taking off or landing on District Lands unless authorized by the District.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.280 Unauthorized Facilities or Structures.**

(1) Constructing, erecting or maintaining any facility or any other structure of a permanent or semi-permanent nature on District Lands is prohibited unless authorized by a Special Use Authorization.

(2) Any unauthorized facility or structure discovered on District Lands shall be removed according to the following procedure:

(a) Upon discovery of the unauthorized facility or structure, District staff will post a notice on such facility or structure, for a period of 30 days, informing the owner that such facility or structure is not authorized on District Lands and that the owner must remove such facility or structure.

(b) The owner of an unauthorized facility or structure must remove such facility or structure within 30 days after the posting of the District notice.

(c) If the owner of the unauthorized facility or structure fails to remove such facility or structure within 30 days after posting of the District notice, the District will remove such facility or structure from District Lands or claim such facility or structure as District property. The District may seek reimbursement of costs for removal of any unauthorized facility or structure from the owner of such facility or structure.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.290 Use or Possession of Alcoholic Beverages on District Lands Prohibited.**

The use or possession of alcoholic beverages on District Land is prohibited, except as authorized herein.

(1) The possession, sale, and use of alcoholic beverages may be allowed on District Land that is cooperatively managed by another agency or local government when that agency or local government has adopted a rule or ordinance that allows the sale and use of alcoholic beverages in parks or facilities owned or managed by the agency or local government and makes such a request in writing.

(2) The rule or ordinance must, at a minimum, require \$1,000,000 liquor liability insurance, and the agency or local government must agree in writing to indemnify and hold the District harmless from any claims of liability resulting from events authorized by the agency or local government pursuant to its rule or ordinance at which alcoholic beverages are sold or used on District Land.

(3) If the conditions of subsections (1) and (2) are not met, the District shall deny a request by an agency or local government to allow the possession, sale, or use of alcoholic beverages on District Land.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 9-11-11, 6-23-21.*

### **40D-9.300 Trespass After Notice.**

*Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.*

## EXHIBIT D

### **40D-9.310 Penalties.**

*Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.*

### **40D-9.311 Penalties.**

(1) Any person who violates any provision of this chapter is subject to ejection from the premises and may be subject to criminal prosecution.

(2) Any person who is ejected more than once from District Lands may be barred from applying for any permit or Special Use Authorization contemplated by this chapter for a period of up to five years.

(3) The penalties identified in these rules do not supersede other remedies available to the District at law and/or in equity.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 6-23-21.*

### **40D-9.320 Conflicting Rules.**

If an agency or local government has entered into a cooperative land management agreement with the District regarding specific District Lands, the District's Land Use Rules shall apply if in conflict with the rules of the agency or local government unless the cooperative land management agreement addresses a specific land use, then the terms of the cooperative land management agreement shall apply.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 9-11-11.*

### **40D-9.330 Special Use Authorization.**

(1) A person or entity must obtain a Special Use Authorization to use District Lands for activities not specifically authorized by this chapter.

(2) For recreational activities specifically authorized by this chapter involving 25 or more participants, a Special Use Authorization must be obtained on behalf of the group.

(3) To receive a Special Use Authorization the applicant must provide reasonable assurance in writing that:

(a) The requested use is natural resource-based,

(b) The requested use will not permanently alter District Lands or involve the placing of any structure or facility on District Lands,

(c) The requested use is consistent with the management plan for the District Lands involved,

(d) The requested use will not harm the environmental or historical resources of the District Lands,

(e) The requested use will not cause unreasonable expense to the District,

(f) The requested use will not create a substantial risk of liability to the District,

(g) The requested use will not harm any dam, impoundment, works, water control structures, roads, or District-owned facilities or equipment,

(h) The requested use will not interfere with District water management, leased, licensed, or authorized uses of the land, and

(i) The requested use will not interfere with any other use allowed by the rules in this chapter.

(4) The District shall impose upon any Special Use Authorization issued pursuant to this chapter such reasonable conditions as are necessary to assure that the use or activity authorized will meet the criteria set forth in this chapter.

(5) Any person must apply for a Special Use Authorization according to the following procedure:

(a) Submit request by email to:

Land@swfwmd.state.fl.us, or by mail to:  
Southwest Florida Water Management District  
Operations and Land Management Bureau  
2379 Broad Street  
Brooksville, FL 34604-6899

(b) If the requested use will create a substantial risk of liability to the District, the District may require the applicant to mitigate substantial risk of liability by:

1. Providing proof of liability and property damage insurance naming the District as an additional insured in an amount

## EXHIBIT D

sufficient to cover the cost of the liability which is posed to the District, or

2. Providing waivers or releases of liability sufficient to eliminate the liability posed to the District.

(6) Any person receiving a Special Use Authorization from the District must have the Special Use Authorization in their possession at all times while on District Lands.

(7) Special Use Authorizations shall be subject to terms, conditions, and restrictions as may be prescribed therein. Failure to abide by all terms and conditions shall be a violation of the authorization and this chapter.

(8) The District shall revoke a Special Use Authorization if the grantee violates the authorization or engages in a use not specifically authorized.

(9) A Special Use Authorization does not eliminate the necessity to obtain any required federal, state, or local approval or permit prior to the start of any authorized use.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*



**CONSENT AGENDA**

**April 28, 2026**

**Operations, Lands & Resource Monitoring Committee: Rockmine Road Timber Harvest Agreement (Sumter County)**

*Purpose*

The purpose of this item is to request Governing Board approval and execution of the Rockmine Road Timber Harvest Agreement (Agreement). The timber harvest will occur within the Green Swamp Wilderness Preserve East Tract in Sumter County. This Agreement is the result of the District's Request for Offer (RFO) 2602 to Purchase Renewable Resources on District Conservation Lands. As a result of the RFO process, Bodaca Timber Inc., was the successful high offer, and this Agreement is the contract to perform a timber harvest of 510 acres of the Rockmine Road timber stand. It is estimated that this Agreement will generate approximately \$275,000 in revenue.

*Background/History*

The District's Governing Board Policy (Policy) titled Land Use and Management directs that District Conservation Lands are managed to ensure the conservation purposes for which the lands were acquired are protected through the maintenance and restoration of natural systems, including the sale of renewable resources, such as timber harvests. As a result, the Land Management section administers the District's Timber Management Program. The District's Signature Authority under Matters Related to Lands requires the Governing Board to execute the sale of renewable resources greater than \$250,000.

The District utilizes timber harvests to achieve specific land management objectives outlined in the Land Management Plans for each property. Through the Timber Management Program, the District is able to implement sustainable forest management practices, while also generating revenue to offset land management costs, provide habitat restoration, maintain forest health, and support local economies.

*Benefits*

The benefit to the District is that revenue generated from these timber sales is utilized to offset the cost of managing District land while serving as a mechanism to achieve important land management objectives.

*Strategic Plan*

This project supports the Conservation, Restoration, and Management Strategic Initiative of the District's Strategic Plan by enhancing natural systems function.

*Exhibit*

Rockmine Road Timber Harvest Agreement No. 2026LMREV002

Staff Recommendation:

Approve and execute the Rockmine Road Timber Harvest Agreement No. 2026LMREV002.

Presenter:

Allen Milligan, Project Manager, Land Resources Bureau

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
BODACA TIMBER INC.  
FOR  
ROCKMINE ROAD TIMBER HARVEST

THIS AGREEMENT (AGREEMENT) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (DISTRICT), and BODACA TIMBER INC, a Florida corporation, having an address 5810 Cherry Lane, Lakeland, FL, 33810, (CONTRACTOR).

WITNESSETH:

WHEREAS, the DISTRICT is the owner of certain real property known as the Green Swamp Wilderness Preserve East Tract (PROPERTY); and

WHEREAS, the DISTRICT desires to sell, and the CONTRACTOR desires to purchase, harvest, and remove pine timber located on the PROPERTY (PROJECT); and

WHEREAS, the CONTRACTOR represents that it possesses the requisite skills, knowledge, expertise, and resources to harvest and remove pine timber from the PROPERTY; and

WHEREAS, the DISTRICT and the CONTRACTOR have agreed on the type of activities to be performed by the CONTRACTOR and the amount and method of compensation to be paid by the CONTRACTOR to the DISTRICT for the pine timber.

NOW, THEREFORE, the DISTRICT and the CONTRACTOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The CONTRACTOR shall perform as an Independent Contractor and not as an employee, representative, or agent of the DISTRICT.
2. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices and reports shall be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT: Allen Milligan  
Project Manager for the CONTRACTOR: David Cauley

Any changes to the above representatives or addresses must be provided to the other party in writing.

3. SCOPE OF WORK. Upon receipt of a written Notice to Proceed from the DISTRICT, the CONTRACTOR agrees to purchase, harvest, and remove pine timber from the PROPERTY in accordance with the Scope of Work attached hereto as Exhibit "A". The CONTRACTOR must furnish all equipment and manpower required and necessary to complete the work. Any changes to the Scope of Work attached hereto and incorporated herein as Exhibit "A" must be mutually agreed upon and memorialized in a written amendment to this Agreement prior to being performed by the CONTRACTOR.

4. PAYMENT. The CONTRACTOR shall:

4.1 Pay the DISTRICT twenty-four dollars and eleven cents (\$24.11) for every ton of pine timber removed and five dollars and zero cents (\$5.00) for every ton of pine topwood removed. Payment documentation must include load summaries showing the number of loads removed, the number of tons in each load removed, the date of removal, and the destination of the load. Payments and payment documentation shall be submitted weekly by the CONTRACTOR to the DISTRICT at the following address:

Cashier/Accounting  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899

4.2 Pay the DISTRICT, not as a penalty but as liquidated damages for any timber not designated by the DISTRICT which is cut, burned, or otherwise injured by the CONTRACTOR. For violation of this provision, the CONTRACTOR shall: i) pay the DISTRICT twenty dollars (\$20.00) per tree for pulpwood and chip-n-saw size trees and thirty-five dollars (\$35.00) per tree for saw timber size trees, for each damaged or cut tree as determined by the DISTRICT; ii) indemnify the DISTRICT for all costs and expenses incurred by the DISTRICT in connection with its investigation of the number of trees damaged, restoration work and removal of trees, and replanting, as performed by employees or contractors of the DISTRICT; iii) indemnify the DISTRICT for all costs and expenses incurred by the DISTRICT related to fire suppression and fire damage to other DISTRICT property; and iv) indemnify the DISTRICT for any other damages or costs incurred by the DISTRICT. Any payments due to the DISTRICT under this provision shall be made to the DISTRICT within fifteen (15) business days from receipt of the DISTRICT'S request for payment.

5. TERM. This Agreement shall be effective upon execution and shall remain in effect for twenty-four (24) months, or upon satisfactory completion of the PROJECT, whichever occurs first, unless amended in writing by the parties or unless terminated, pursuant to Paragraph 10 or 11 below.

6. PROJECT RECORDS AND DOCUMENTS. The CONTRACTOR, upon request, shall permit the DISTRICT to examine or audit all PROJECT-related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. The CONTRACTOR shall pay the DISTRICT any additional payments determined to be owed to the DISTRICT under this Agreement, by an audit, within fifteen (15) business days from receipt of written notice from the DISTRICT. The CONTRACTOR shall maintain all such records and documents for at least five (5) years following the expiration or termination of this Agreement. If an audit is undertaken by the DISTRICT, all required records shall be

maintained until the audit has been completed and all questions arising from it are resolved. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. This provision shall survive the termination or expiration of this Agreement.

6.1 Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the CONTRACTOR shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT; and (4) meet all requirement for retaining public records and transfer, at no cost to the District, all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public record that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

**6.2 If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this Agreement, contact the custodian of public records by telephone at 352-205-8482, by email at [recordscustodian@swfwm.d.state.fl.us](mailto:recordscustodian@swfwm.d.state.fl.us), or at the following mailing address:**

**Public Records Custodian Southwest Florida Water  
Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the CONTRACTOR in writing.

7. OWNERSHIP. The DISTRICT shall retain ownership to all timber on the Property until such timber is removed in accordance with the Scope of Work attached hereto as Exhibit "A". Upon termination or expiration of this Agreement, the DISTRICT shall retain ownership of all timber not removed from DISTRICT property.
8. INDEMNIFICATION. The CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT and all DISTRICT agents, employees, and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or

incurred, in whole or in part, as a result of any act or omission by the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs, or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this Agreement. This provision shall survive the expiration or termination of this Agreement.

9. INSURANCE REQUIREMENT. The CONTRACTOR must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

9.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 per occurrence / \$2,000,000 aggregate.

9.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person .....	\$ 100,000
Bodily Injury Liability per Occurrence .....	\$ 300,000
Property Damage Liability .....	\$ 100,000
or	
Combined Single Limit .....	\$ 500,000

If the CONTRACTOR does not carry vehicle liability insurance in the company name, the CONTRACTOR must request an exclusion and provide proof of vehicle liability insurance for any subcontractor performing work on the PROJECT.

9.3 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.

9.4 The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. If the CONTRACTOR does not carry workers' compensation coverage, the CONTRACTOR must submit to the DISTRICT both an affidavit stating that the CONTRACTOR meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.

9.5 The CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.

- 9.6 The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.
10. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10<sup>th</sup>) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR shall be liable for any funds due to the DISTRICT up to the date of termination. In the case the Agreement is terminated under this paragraph or Paragraph 11, Default, the CONTRACTOR shall promptly remove any part or all of its equipment and supplies from the project site within two (2) business days. If the CONTRACTOR fails to do so, the DISTRICT shall have the right to remove such equipment and supplies and the CONTRACTOR shall indemnify the DISTRICT for such costs. This provision shall survive the expiration or termination of this Agreement.
11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. In addition, the initiation, either by the CONTRACTOR or against the CONTRACTOR, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the CONTRACTOR becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by the CONTRACTOR entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT.
- 11.1 In the event this Agreement is terminated by the DISTRICT due to the CONTRACTOR'S default as set forth above, the CONTRACTOR shall be responsible to pay for the DISTRICT'S costs in finding a new contractor, and the difference between the CONTRACTOR'S unit price and the price of the DISTRICT'S new contractor, through the original term of this Agreement. The CONTRACTOR shall make the above-referenced payments to the DISTRICT within fifteen (15) business days from receipt of written notice by the DISTRICT requesting such payment.
- 11.2 In addition to any other remedies set forth above, the DISTRICT may avail itself of any and all remedies available under Florida law due to CONTRACTOR'S failure to comply with any term or condition of this Agreement. The DISTRICT'S waiver of any

of the CONTRACTOR'S obligations shall not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR.

11.3 The rights and remedies set forth in this Paragraph 11, shall survive the expiration or termination of this Agreement.

12. RELEASE OF INFORMATION. The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notice or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.
13. ASSIGNMENT. The CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONTRACTOR assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.
14. LAW COMPLIANCE. The CONTRACTOR shall abide by and assist the DISTRICT in satisfying all applicable federal, state, and local laws, rules, regulations, and guidelines, related to performance under this Agreement. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin. CONTRACTOR shall also comply with all Occupational Safety and Health Administration (OSHA) and Department of Transportation (DOT) safety rules pertaining to timber harvesting and transportation.
15. VENUE AND APPLICABLE LAW. All aspects of this Agreement are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S. and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any dispute arising from or related to this Agreement will be resolved in a court of competent jurisdiction in the state of Florida and venue for such proceedings, if in state court, shall be exclusively in Hillsborough County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. This paragraph shall survive the expiration or termination of this Agreement.
16. ATTORNEY FEES. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination or expiration of this Agreement.
17. SUBCONTRACTORS. Nothing in this Agreement will be construed to create or be implied to create any relationship between the DISTRICT and any subcontractor of the CONTRACTOR. The CONTRACTOR shall be solely liable for all payments due to its subcontractors. The CONTRACTOR agrees to defend, indemnify, and hold harmless the

DISTRICT, and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, arising from a claim against the DISTRICT by a subcontractor of the CONTRACTOR. This provision shall survive the termination or expiration of this Agreement.

18. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
19. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, the CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.
20. STOP WORK ORDER. The DISTRICT reserves the right to issue a Stop Work Order to the CONTRACTOR with instructions that all performance under this Agreement shall immediately cease and desist. Such Stop Work Order shall continue in full force and effect until rescinded in writing by the DISTRICT.
21. ENTIRE AGREEMENT. This Agreement and any exhibits thereto constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
22. COUNTERPARTS AND AUTHORITY TO SIGN. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



EXHIBIT "A"  
SCOPE OF WORK

PROJECT DESCRIPTION

The CONTRACTOR shall purchase, cut, and remove pine timber outlined below from within the defined project boundary of approximately 510 acres. This is a selection harvest which may contain marked-selection where all leave trees are marked with blue paint. In areas that may not be marked, operator select harvest will be utilized to remove approximately 50% of the standing volume by removing poor form, suppressed or weak trees, while maintaining approximately 40 ft<sup>2</sup>/acre basal area of dominant and co-dominant leave trees. This harvest will prioritize slash pine and only the necessary longleaf pine to meet the basal area requirements will be harvested. The stand is located on the Green Swamp Wilderness Preserve East Tract in Sumter County, Florida.

The DISTRICT agrees to comply with the following:

1. Designate the boundaries of the areas to be harvested and provide the CONTRACTOR access to the subject areas set forth in Attachment 1 , attached hereto and made part hereof by reference.
2. Direct the order of the areas to be harvested.
3. The DISTRICT reserves the right to relocate the CONTRACTOR in the event of conflicting land uses.

The CONTRACTOR agrees to comply with the following requirements:

1. Coordinate starting dates and locations to accommodate other land uses as directed by the DISTRICT.
2. Use only main roads for access and keep all equipment and personnel within PROJECT boundaries.
3. Leave the stumps of trees cut no higher than six (6) inches above the ground except as otherwise authorized by the DISTRICT.
4. Do not leave any residual slash within two (2) feet of living trees. Keep all tops and debris inside the cutting unit boundaries. All trees cut which become lodged in other trees will be freed and removed the same day such lodging occurs.
5. Do not cut or otherwise injure any tree not designated by the DISTRICT. The CONTRACTOR shall be responsible for any violation of this provision as provided in Paragraph 4.2 of the Agreement.
6. Exercise due care and comply with industry standards against starting and spreading fires while performing work under this Agreement. The CONTRACTOR shall be responsible for any violation of this provision as provided in Paragraph 4.2 of the Agreement.

7. Protect from damage all gates, culverts, fences, and ditches on or adjacent to the land. Any property damage caused by the CONTRACTOR or its agents shall be repaired by the CONTRACTOR at its expense. Determination of necessary repairs to be completed shall be at the DISTRICT'S sole discretion.
8. At all times keep firebreaks, roads, and trails free of brush, debris, and equipment. The CONTRACTOR shall be responsible for keeping roads traversable at all times. Repair and restore promptly to its original condition, at the CONTRACTOR'S expense, any firebreaks, roads, or trails used by the CONTRACTOR in connection with this Agreement that are damaged beyond ordinary wear and tear by the CONTRACTOR or its agents which shall be determined by the DISTRICT in its sole discretion. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property.
9. Weigh all timber at mill or yard and be responsible for the DISTRICT'S load ticket system for all loads removed. Track the weight of pine timber harvested and removed and provide a written account with the weekly settlement payments in accordance with Paragraph 4 of this Agreement. The DISTRICT may install photo, video, or other recording devices at or near the PROJECT site.
10. In compliance with Florida's Silvicultural Best Management Practices for timber harvesting, take extra care and precautions in avoiding all wetlands and under no circumstances violate wetland areas with equipment.
11. To prevent the spread of invasive exotic weeds, clean all equipment prior to entering District property and again upon completion of the PROJECT at a site approved by the DISTRICT.
12. Obtain all required permits and approvals prior to commencing any work.

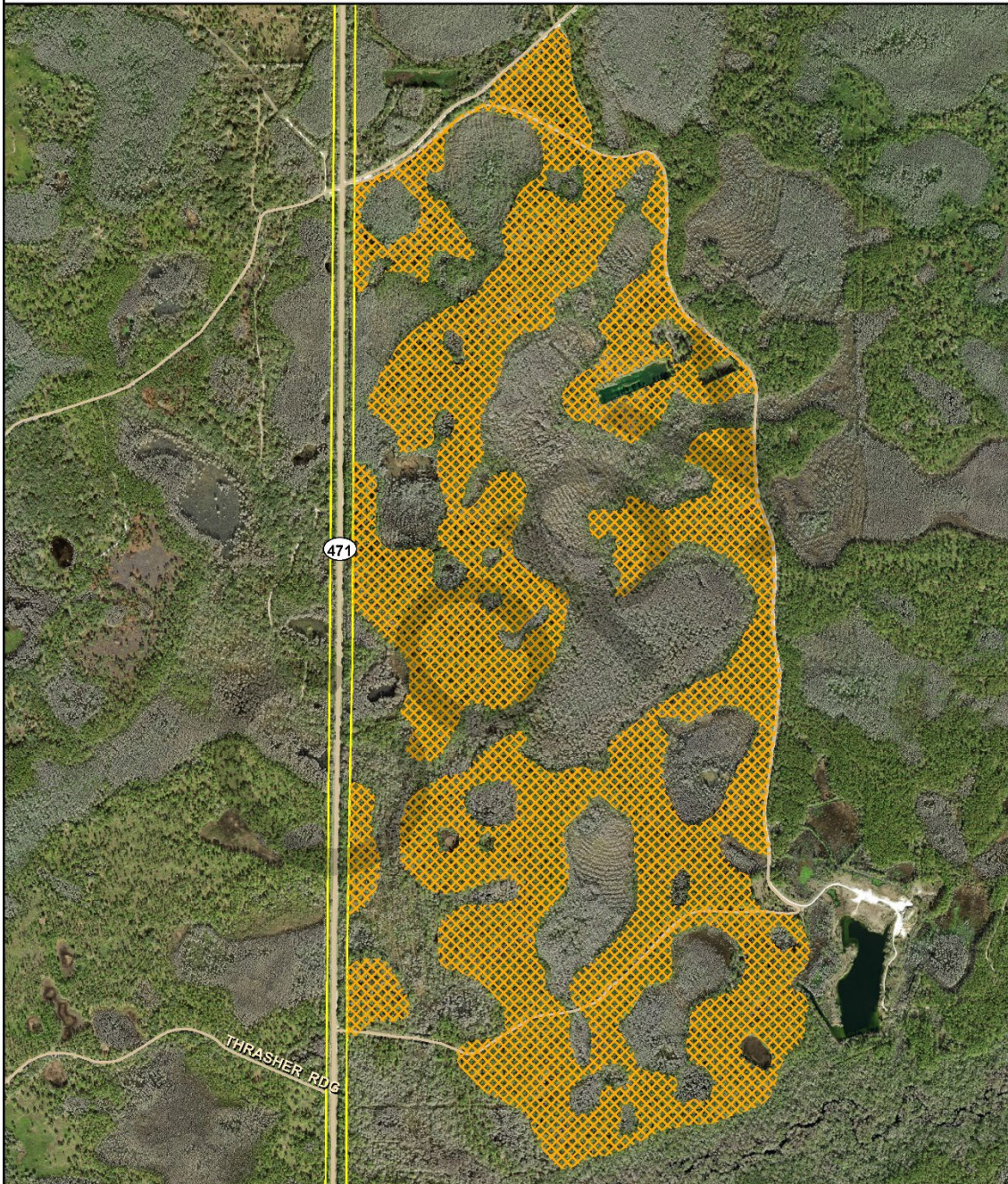
#### PERFORMANCE SCHEDULE

510 acres harvested within twenty-four (24) months from the effective date of Agreement.



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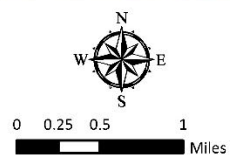
ATTACHMENT 1

**Rockmine Road Timber Harvest Map  
Green Swamp Wilderness Preserve - East Tract**



**Southwest Florida**  
*Water Management District*  
WaterMatters.org • 1-800-423-1476

-  Rockmine Road Harvest Area
-  Acquired District Lands



**CONSENT AGENDA**

**April 28, 2026**

**Operations, Lands & Resource Monitoring Committee: FDACS – SWFWMD Wildland Fire Cooperative Agreement**

*Purpose*

The purpose of this item is to request Governing Board approval and execution of the Cooperative Agreement between the Department of Agriculture and Consumer Services Florida Forest Service and the Southwest Florida Water Management District.

*Background and History*

The Governing Board previously approved a similar Cooperative Agreement with the Department of Agriculture and Consumer Services Florida Forest Service (Agreement) on April 26, 2016, and extended this Agreement in April 2021. The Agreement provided for a term of five (5) years, with an additional five (5) year extension. This previous agreement is up for renewal, thus the District is seeking to update this agreement. The purpose of the Agreement is to create efficiencies and pool resources for land management activities and wildland fire protection on District and other agency conservation lands. The Florida Forest Service (FFS) has the responsibility of providing wildland fire protection on District lands, and pursuant to the Agreement, the District provides support to FFS on wildland fire protection on District lands where necessary. During active wildfire years, the District may also provide support to FFS at the regional or state level. In return, the District is provided FFS resources to aid in the District's prescribed fire program. The FFS has provided helicopter support to the District to conduct aerial prescribed burns, as well as equipment and personnel. This Agreement will renew the inter-agency cooperation for an additional ten (10) years with a five (5) year renewal option as provided in the Agreement.

*Benefits*

Execution of the Agreement allows the District and FFS to continue to support each other while providing liability protections to both parties. This is mutually beneficial to both the District and FFS because the District has the resources to assist FFS during active wildfire seasons, and FFS has resources to provide the District with efficiencies with respect to aerial prescribed burns as well as complex urban-interface prescribed burns.

*Cost*

The cost to the District is staff and equipment time associated with wildfire suppression activities, and these costs are redeemed during aerial prescribed burning events or urban-interface burns on District conservation lands.

*Strategic Plan*

This agreement supports the Conservation, Restoration, and Management Strategic Initiative of the District's Strategic Plan by enhancing the management of natural systems on District conservation lands. This agreement also supports Land Management as a Core Business Process.

*Exhibit*

FDACS-SWFWMD Wildland Fire Cooperative Agreement

Staff Recommendation:

- Approve the Cooperative Agreement between the Department of Agriculture and Consumer Services Florida Forest Service and the Southwest Florida Water Management District; and
- Authorize the Governing Board Chair to execute the Agreement.

Presenter:

Chris Reed, Land Management Manager, Land Resources Bureau

**COOPERATIVE AGREEMENT  
BETWEEN  
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
FLORIDA FOREST SERVICE  
AND  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

THIS COOPERATIVE AGREEMENT (this "Agreement"), by and between the Florida Department of Agriculture and Consumer Services, Florida Forest Service (the "FFS") a public corporation of the State of Florida, whose address is The Conner Building, 3125 Conner Boulevard, Tallahassee, FL 32399-1650, and Southwest Florida Water Management District (the "District"), a public corporation of the State of Florida, whose address is 2379 Broad Street Brooksville, Florida 34604-6899, for the purpose of memorializing mutual fire protection responsibilities in the practice of prescribed burning and forest management activities within the sixteen counties where the District has jurisdictional responsibilities: Levy, Marion, Citrus, Sumter, Lake, Polk, Hernando, Pasco, Hillsborough, Pinellas, Manatee, Sarasota, Hardee, Desoto, Charlotte and Highlands counties in the State of Florida.

**WHEREAS**, the FFS has the primary responsibility for prevention, detection, and suppression of wildfires wherever they may occur, and the FFS is mandated to provide leadership and direction in the evaluation, coordination, allocation of resources, and monitoring of wildfire management and protection by authority of Section 590.01, Florida Statutes ("F.S."); and

**WHEREAS**, FFS employees, and the firefighting crews under their control and direction, may enter upon any lands for the purpose of preventing and suppressing wildfires and investigation of smoke complaints or open burning not in compliance with authorization and to enforce provisions of Chapter 590, F.S. by authority of Subsection 590.02(2), F.S.; and

**WHEREAS**, employees of the FFS and of federal, state and local agencies, and all other persons and entities that are under contract or agreement with the FFS to assist in firefighting operations as well as those entities called upon by the FFS to assist in firefighting may, in the performance of their duties, set counter fires, remove fences and other obstacles, dig trenches, cut fire lines, use water from public and private sources, and carry on all customary activities in the fighting of wildfires without incurring liability to any person or entity by authority of Subsection 590.02(3) F.S.; and

**WHEREAS**, the FFS shall provide direction for the multiple-use management of forest lands owned by the state; serve as the lead management agency for state-owned land primarily suited for forest resource management; and provide to other state agencies having land management responsibilities technical guidance and management plan development for managing the forest resources on state-owned lands managed for other objectives by authority of Section 589.04, F.S.; and

**WHEREAS**, the District owns and manages public lands within its sixteen county jurisdiction pursuant to Chapter 373, F.S., integral to which is the application of prescribed fire, forest management, and wildfire prevention and suppression in cooperation with the FFS, and possesses the qualified staff, to the FFS standard, and equipment resources necessary to carry out those functions; and

**WHEREAS**, the District desires to conserve and protect water resources, including aquifer

recharge area (uplands), wetlands, springs, lakes, and streams, while providing public access, general public recreation, restoration, and protection of habitats in their natural state and condition. The District's primary and most cost-effective land management tool is periodic prescribed fire application; and

**WHEREAS**, due to the complex and resource intensive nature of land management in the region, no one landowner or agency consistently has the capacity to address all of the stewardship issues that arise. Efficiencies, however, can be gained by cooperation, specifically as it relates to prescribed fire; and

**WHEREAS**, the parties recognize that the efficient and cost-effective application of prescribed fire and forest management on the District and FFS conservation lands can play a significant role in mitigating the size and intensity of wildfires, and the potential ecological and property damage that can result, and that it is in the mutual benefit of the FFS, the District and the citizens of Florida that the parties coordinate prescribed burning and forest management operations on certain District and FFS lands to maximize these benefits.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, and conditions set forth herein, it is agreed by the parties that:

**MUTUAL AID:**

The District may offer assistance to the FFS in suppression efforts on a wildland fire should it threaten the resources of District lands and/or FFS lands.

Other assistance may be provided by the District to the FFS in suppression efforts on wildland fires threatening lands not owned by the District through the Incident Command System ("ICS") in the event the Governor of the State of Florida by proclamation declares the existence of an extraordinary fire hazard ("declared incidents") provided that such assistance will in no way jeopardize the ability of the District's staff to protect the District's property.

The FFS may offer assistance to the District in the application of prescribed fire and forest management on District lands.

**WILDFIRE ASSISTANCE:**

The District shall:

Provide, upon verbal request from FFS (written request required if suppression efforts are not on or threatening District lands), qualified staff and equipment resources, to the FFS's standard, to assist the FFS in the suppression of wildfires, subject to availability.

By January 1 of each year, provide to FFS a current inventory of equipment resources that may be made available upon request for wildfire suppression assistance.

Provide to FFS a list of personnel, vehicles, equipment and supplies to be provided for each request, the estimated time it will take to deliver them and the estimated length of time they will be available, including common communications with the FFS.

Provide a list of all personnel qualified, to FFS's standard, to act in a supervisory role if required.

Provide its personnel, when requested by FFS, with equipment and supplies sufficient to make

them as self-sufficient as possible.

Ensure that all responding personnel provided possess the required training and personal protection equipment to carry out the incident support duties required. Minimum training includes S-130 Firefighter Training S-190 Introduction to Wildland Fire Behavior, and ICS-100 Introduction to ICS. Minimum personal protective equipment is: Fire resistant Nomex or cotton fire shirt and pants or coveralls, Leather or Nomex gloves, Safety goggles or face shield, Hardhat, Leather boots and Fire Shelter with case.

Agree that District resources will work under the direct supervision of FFS's Incident Commander or other officers designated by FFS as supervisor of those resources. Qualified District personnel may be delegated the role of strike team or task force leader by the FFS Incident Commander or subordinate command staff.

District resources shall work in support of primary FFS initial incident resources, and shall not independently attack a running fire front unless, in the opinion of the specific resource involved, life or property is in immediate jeopardy and the involved resource is qualified to safely conduct the attack.

The District Shall Also:

Provide daily personnel time and equipment hour/mileage records to FFS.

Under non-declared incidents, assume all costs in support of its resources supporting the incident.

Under declared incidents, qualify for cost reimbursement through FEMA or other state or federal sources, if the resources are working under the command of FFS personnel.

Under declared incidents, furnish to FFS an itemized statement of the reimbursable expenses incurred to include the following:

- The date, name of the fire, and Resource Order Number.
- Name of personnel, purpose for being at the fire, employee number, starting work time, ending work time, total time on duty, hourly pay rate, and total pay.
- Type of equipment furnished, total miles, or total hours operated, and overhead expenses.
- Billing will be for actual operating hours only, standby time will not be charged.

Coordinate its communications as directed by FFS, so as not to compromise the safety of its personnel.

The FFS Shall:

Under declared incidents when reimbursement is available, FFS shall administer required reimbursement forms and requests for the District's reimbursable expenditures related to the incident.

By March 31<sup>st</sup> of each year, provide to the District a current inventory of equipment resources that may be made available upon request for wildfire suppression assistance.

Provide to the District a list of personnel, vehicles, equipment, and supplies to be provided for each request, the estimated time it will take to deliver, including common communications.

Provide a list of all FFS fire supervisors.

Provide the District personnel with required training. Minimum training includes S-130 Firefighter Training, S-190 Introduction to Wildland Fire Behavior, and ICS-100 Introduction to ICS.

(The remainder of this page is intentionally left blank)

**COOPERATIVE PRESCRIBED BURNING AND FOREST MANAGEMENT ON SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT LANDS AND FLORIDA FOREST SERVICE STATE FORESTS:**

This Agreement establishes reciprocal fire use, as well as providing mutual assistance for other land management activities, sharing information, and communicating to the public mutual management successes in meeting both individual and common goals. The District and FFS will provide staffing and equipment to conduct prescribed fires on lands administered by the participating parties, cooperate with fire training and education opportunities, and will promote public understanding and acceptance of prescribed fire in this region. It is the intent of this cooperative effort that by uniting skills, tools, and abilities that the combined burning accomplished by the District and the FFS will exceed the sum total of the respective agencies and entities on their own. This Agreement also provides for the sharing of information and resources concerning land management and ecosystem restoration techniques. Land management projects could include but would not be limited to ground cover restoration, hydrologic restoration, invasive exotic species control, rare species management, timber management, recreation, outreach and public affairs and volunteer opportunities.

The FFS and the District shall:

Conduct all prescribed burns under this Agreement in complete compliance with all laws regulating the use of prescribed fire; specifically Section 590.125, F.S., Rule Chapter 5I-2.006, Florida Administrative Code, and, when applicable, the specific agencies policies regarding prescribed burning.

By November 1<sup>st</sup> of each year have available proposed prescribed burn plans and upon request provide a schedule of proposed prescribed burns including target range of dates and locations on a map.

Ensure that all responding personnel provided possess the required training and personal protection equipment to carry out the incident support duties required. Minimum training includes S-130 Firefighter Training, S-190 Introduction to Wildland Fire Behavior, and ICS-100 Introduction to ICS. Minimum personal protective equipment is: Fire resistant Nomex or cotton fire shirt and pants or coveralls, Leather or Nomex gloves, Safety goggles or face shield, Hardhat, Leather boots and Fire Shelter with case.

Assume all responsibilities for prescribed burns conducted on its lands or property for which it has management authority, including:

- Preparing burn prescriptions
- Preparing smoke screening plans and smoke mitigation
- Managing the burn

Prior to the burn, the requesting party must supply the following to other parties providing assistance with the burn:

- Burn operations plan and site map(s). Burn prescription will be provided if requested
- Safety and operational briefings
- Common radio communications

Make every effort to have its own Certified Burn Manager in charge of the burn. However, if the requesting party is unable to provide a qualified Certified Burn Manager, they will provide a representative who will serve in a unified command role with a Certified Burn Manager from another party.

When practical, share information and resources concerning land management and ecosystem restoration techniques as outlined above.

The FFS shall:

Provide assistance with prescribed burning on District lands when practical and subject to budgetary considerations of the applicable FFS district office. If additional assistance is required beyond this agreement the FFS may provide assistance pursuant to Section 590.02(1)(g) F.S.

Provide personnel and equipment, including aircraft, pilot and associated staff, and resources required to conduct jointly planned prescribed burning operations on District lands. This can include aerial burns when conducted coincidentally with aerial burns on adjoining or proximate FFS lands.

Assign a project manager to coordinate burn scheduling, pre-burn planning and briefing, and assign crew and equipment for aerial burning operations with the District.

The District shall:

Provide personnel and equipment resources required to conduct jointly planned prescribed burning operations on FFS lands. This can include aerial burns when conducted coincidentally with aerial burns on adjoining or proximate District lands.

For aerial burns provide personnel and equipment for burning operations on District lands including a certified burn manager for the flight crew to direct firing operations, ground crews and equipment sufficient for holding and mop-up operations, aerial ignition spheres, glycol and aerial ignition sphere dispenser (if required).

Designate a helispot location for each aerial burn acceptable to FFS's flight crew.

**VENUE:**

This Agreement, and any work performed hereunder, is subject to the Laws of the State of Florida, and venue of any legal proceedings will be in Hillsborough County. If any action is commenced in federal court, then venue will be in the United States District Court for the Middle District of Florida.

**LIABILITY:**

Each party hereto agrees that it shall be solely responsible for the acts or omissions of its officers, employees, contractors and agents; however, nothing contained herein shall constitute a waiver of (the District's) sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Agreement.

**TERM OF AGREEMENT:**

Nothing in this Agreement shall obligate any of the parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, or property among the various agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

This Agreement shall be effective on the date herein above first written and shall terminate ten ("10") years from that date. The term of this Agreement may be extended for an additional five ("5") years if warranted and agreed to in writing by both parties.

**MODIFICATION AND TERMINATION:**

This agreement may be modified only by a written instrument executed by all the parties. Either party may terminate the Agreement by providing sixty (60) days advance written notice.

(The remainder of this page is intentionally left blank)

**IN WITNESS WHEREOF**, the Parties hereto, or their lawful representatives, enter into this Agreement on the day and year set forth in the first paragraph, above.


**SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**


By: \_\_\_\_\_  
John R. Mitten, Chair  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Ashley Bell Barnett, Secretary  
Date: \_\_\_\_\_

SEAL

**State of Florida, Department of Agriculture  
and Consumer Services, Florida Forest  
Service**

By:  \_\_\_\_\_  
Joey B. Hicks (Apr 1, 2026 14:43:01 EDT)  
Director of Administration  
Date: 04/01/2026

Attest:  \_\_\_\_\_  
Joseph Dunham (Apr 1, 2026 14:48:12 EDT)

# 33575 Southwest Florida Water Management District

Final Audit Report

2026-04-01

Created:	2026-04-01
By:	Joseph Duncan (Joseph.Duncan@Fdacs.Gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACO-OGM6crt40YGyjHv7rTOJzMPVxDkis

## "33575 Southwest Florida Water Management District" History

-  Document created by Joseph Duncan (Joseph.Duncan@Fdacs.Gov)  
2026-04-01 - 6:37:56 PM GMT
-  Document emailed to Joey B. Hicks (joey.hicks@fdacs.gov) for signature  
2026-04-01 - 6:38:00 PM GMT
-  Email viewed by Joey B. Hicks (joey.hicks@fdacs.gov)  
2026-04-01 - 6:41:24 PM GMT
-  Document e-signed by Joey B. Hicks (joey.hicks@fdacs.gov)  
Signature Date: 2026-04-01 - 6:43:01 PM GMT - Time Source: server
-  Document emailed to Joseph Duncan (Joseph.Duncan@Fdacs.Gov) for signature  
2026-04-01 - 6:43:07 PM GMT
-  Email viewed by Joseph Duncan (Joseph.Duncan@Fdacs.Gov)  
2026-04-01 - 6:46:51 PM GMT
-  Document e-signed by Joseph Duncan (Joseph.Duncan@Fdacs.Gov)  
Signature Date: 2026-04-01 - 6:48:12 PM GMT - Time Source: server
-  Agreement completed.  
2026-04-01 - 6:48:12 PM GMT

**CONSENT AGENDA**

**April 28, 2026**

**Regulation Committee: Water Use Permit No. 20000660.011 – Farmland Reserve, Inc. / Sun City Parcel (Hillsborough County)**

This is a modification of an existing water use permit for agricultural, and mining/dewatering uses. The authorized quantities have changed from those previously permitted. The annual average quantity has increased from 497,900 gallons per day (gpd) to 556,700 gpd, the drought annual average quantity has increased from 497,900 gpd to 556,700 gpd, and the peak month quantity has decreased from 1,030,800 gpd to 1,027,700 gpd. The modification is to add an additional 18.16-acre mining cell (Cell C). The increases in quantities are due to a better accounting of the mining/dewatering operation and are for water entrained with product. The increase in quantities are not from the Upper Floridan aquifer but will come from the surficial and intermediate aquifers. Irrigation quantities are based on the District's water use calculation program, AGMOD. Quantities for shell and sand mining are based on water entrained in the product and previous mining/dewatering practices on site. This water use permit is in the Southern Water Use Caution Area and the Most Impacted Area (MIA). The Permittee does not use Alternative Water supply sources because none are available at this time.

Special conditions include those that require the Permittee to continue recording and reporting monthly meter readings from three existing wells, continue water conservation and best management practices for mine dewatering and agricultural operations, modify the permit to reflect incorporation of any new alternative sources of water, plug wells not in use, investigate dewatering complaints, submit water level readings from staff gauges and monitor wells, submit water quality data, implement the approved Environmental Management Plan, submit certified survey results from all monitoring locations, submit recharge ditch construction verification, and cease dewatering if the mining operation extends past the approved Environmental Resource Permit expiration date for Cell C.

This permit application meets all Conditions for Issuance pursuant to Florida Administrative Code Rule 40D-2.301.

*Benefits*

Authorizes beneficial use of water supply for agricultural and mining/dewatering uses.

*Strategic Plan*

The District's Water Use Permit Program establishes effective conservation practices for authorized users.

*Exhibit*

Water Use Permit

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

April D. Breton, Bureau Chief, Water Use Permit Bureau

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE PERMIT  
Individual  
PERMIT NO. 20 000660.011**

**DRAFT**

**PERMIT ISSUE DATE:** February 26, 2026

**EXPIRATION DATE:** October 14, 2033

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

**TYPE OF APPLICATION:** Modification

**GRANTED TO:** Farmland Reserve, Inc. / Attn.: Jolie Long  
60 E South Temple, Ste. 1600  
Salt Lake City, UT 84111

Caloosa Materials, LLC/Attn: William W. Casey  
P.O. Box 7240  
Sun City, FL 33586

**PROJECT NAME:** Sun City Parcel

**WATER USE CAUTION AREA(S):** Most Impacted Area, SOUTHERN WATER USE CAUTION AREA

**COUNTY:** Hillsborough

<b>TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)</b>	
ANNUAL AVERAGE	556,700 gpd
PEAK MONTH <sup>1</sup>	1,027,700 gpd
DROUGHT ANNUAL AVERAGE <sup>2</sup>	556,700 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.

**ABSTRACT:**

This is a modification of an existing water use permit for agricultural, and mining/dewatering uses. The authorized quantities have changed from those previously permitted. The annual average quantity has increased from 497,900 gallons per day (gpd) to 556,700 gpd, the drought annual average quantity has increased from 497,900 gpd to 556,700 gpd, and the peak month quantity has decreased from 1,030,800 gpd to 1,027,700 gpd. The modification is to add an additional 18.16- acre mining cell (Cell C). The increases in quantities are due to better accounting of the mining/dewatering operation and are for water entrained with product. The increased quantities are not from the Upper Floridan aquifer. Irrigation quantities are based on the District's water use calculation program, AGMOD. Quantities for shell and sand mining are based on water entrained in the product and previous mining/dewatering practices on site. This water use permit is located in the Southern Water Use Caution Area and the Most Impacted Area (MIA). The Permittee does not use Alternative Water supply sources because none are available at this time.

Special conditions include those that require the Permittee to continue recording and reporting monthly meter readings from three existing wells, continue water conservation and best management practices for mine dewatering and agricultural operations, modify the permit to reflect incorporation of any new alternative sources of water, plug wells not in use, investigate dewatering complaints, submit water level readings from staff gauges and monitor wells, submit water quality data, implement the approved Environmental Management Plan, submit certified survey results from all monitoring locations, submit recharge ditch construction verification, and cease dewatering if the mining operation extends past the approved Environmental Resource Permit expiration date for Cell C.

**WATER USE TABLE (in gpd)**

<b><u>USE</u></b>	<b><u>ANNUAL AVERAGE</u></b>	<b><u>PEAK MONTH</u></b>	<b><u>DROUGHT ANNUAL AVERAGE</u></b>
Agricultural	495,000	917,100	495,000
Mining/Dewatering	61,700	110,600	61,700

**USES AND IRRIGATION ALLOCATION RATE TABLE**

<b><u>CROP/USE TYPE</u></b>	<b><u>IRRIGATED ACRES</u></b>	<b><u>IRRIGATION METHOD</u></b>	<b><u>STANDARD IRRIGATION RATE</u></b>	<b><u>DROUGHT IRRIGATION RATE</u></b>
Peppers (Fall)	96.00	Drip With Plastic	24.14"/yr.	24.14"/yr.
Tomatoes (Spring)	96.00	Drip With Plastic	45.17"/yr.	45.17"/yr.
Water Entrained With Product				

**WITHDRAWAL POINT QUANTITY TABLE**

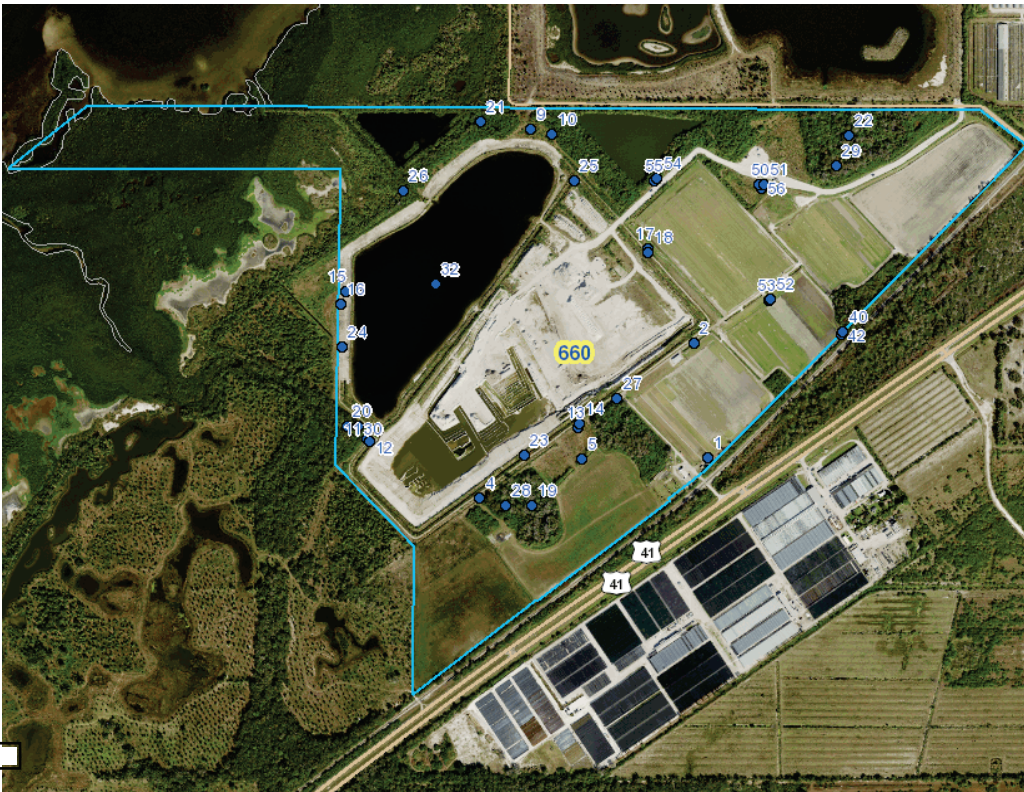
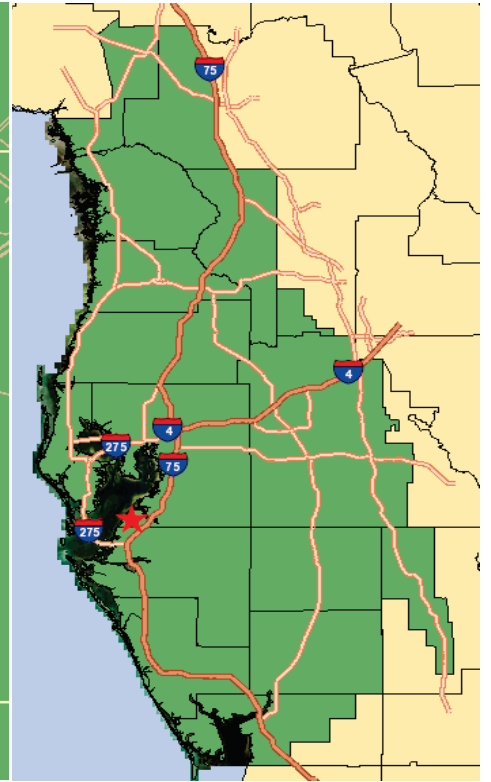
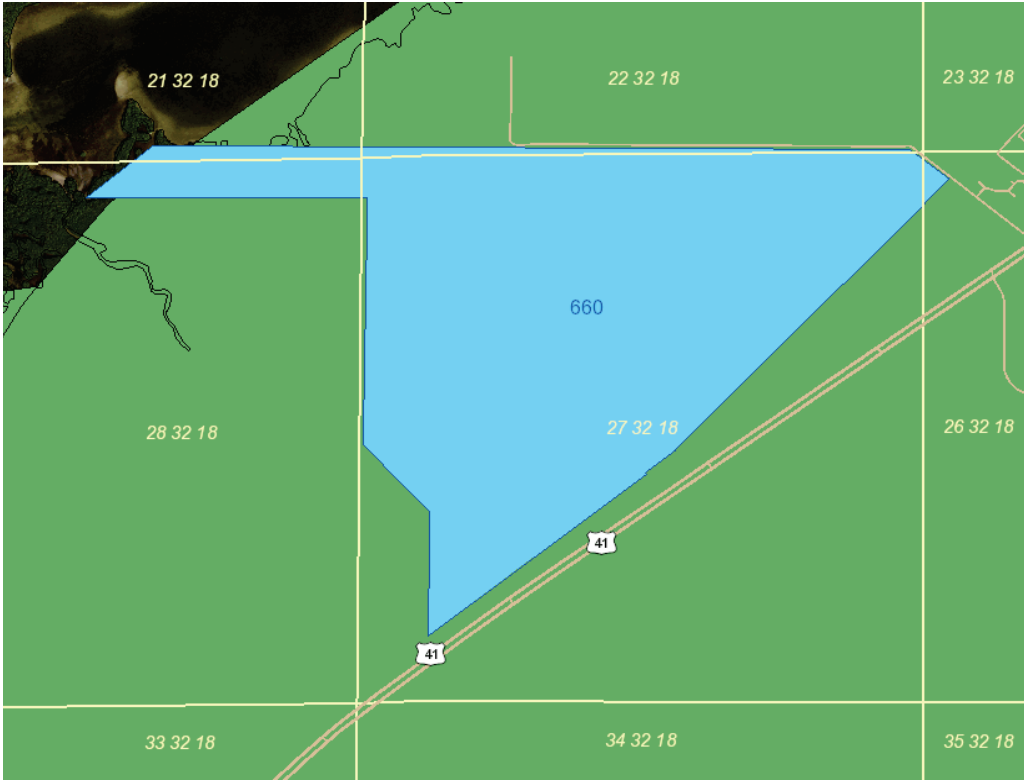
Water use from these withdrawal points are restricted to the quantities given below :

<b><u>I.D. NO. PERMITTEE/ DISTRICT</u></b>	<b><u>DIAM (in.)</u></b>	<b><u>DEPTH TTL./CSD.FT. (feet bls)</u></b>	<b><u>USE DESCRIPTION</u></b>	<b><u>AVERAGE (gpd)</u></b>	<b><u>PEAK MONTH (gpd)</u></b>
1 / 1	6	156 / 70	Irrigation	186,700	343,900
2 / 2	6	500 / UNK	Irrigation	154,100	286,600
4 / 4	6	500 / UNK	Irrigation	154,200	286,600
DewateringPump / 32	8	N/A / N/A	Dewatering	61,700	110,600

**WITHDRAWAL POINT LOCATION TABLE**

<b><u>DISTRICT I.D. NO.</u></b>	<b><u>LATITUDE/LONGITUDE</u></b>
1	27° 40' 05.81"/82° 29' 32.04"
2	27° 40' 14.91"/82° 29' 33.26"
4	27° 40' 02.50"/82° 29' 52.53"
32	27° 40' 19.50"/82° 29' 56.57"

**Location Map**  
**Farmland Reserve, Inc. / Attn.: Jolie Long**  
**WUP No. 20 000660.011**



**Legend**

- DIDs
- WUP Boundary
- Natural Color Imagery

**HILLSBOROUGH COUNTY**

**Southwest Florida**  
*Water Management District*

**STANDARD CONDITIONS:**

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

**SPECIAL CONDITIONS:**

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center ([www.swfwmd.state.fl.us/permits/epermitting/](http://www.swfwmd.state.fl.us/permits/epermitting/)) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District  
Tampa Service Office, Water Use Permit Bureau  
7601 U.S. Hwy. 301 North  
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.

(499)

2. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
3. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
4. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)
5. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices. (331)
6. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)
7. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as

This document complies with WCAG 2.2 AA standards

wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.

(427)

8. The Permittee shall immediately implement the District-approved agricultural and mining water conservation plans that were submitted in support of this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan.(449)
9. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for seasonal crops for each permitted irrigation withdrawal point, District ID. Nos. 1, 2, and 4, Permittee ID Nos. 1, 2, and 4:
  1. Crop type
  2. Irrigated acres per crop for the appropriate season,
  3. Dominant soil type or acres by dominant soil type,
  4. Irrigation method (NTBWUCA only),
  5. Use or non-use of plastic mulch,
  6. Planting dates, and
  7. Season length.

This information shall be submitted by February 1 of each year documenting irrigation for the previous summer/fall seasonal crops, and by September 1 of each year documenting irrigation for the previous winter/spring crops. Strawberry irrigation information shall be submitted as a winter/spring crop.(476)

10. The Permittee shall submit an Annual Mining Report by June 1st of each year that includes the following information summarizing mining and/or dewatering activities which occurred during both the previous and which are planned for the upcoming calendar year.

A) Description of areas mined in the previous year and areas to be mined in the upcoming year. This should include confirmation that all essential recharge ditches and monitoring devices associated with the permitted mining areas have been installed. Alternatively, a detailed timeline of the installation of all essential recharge ditches and monitoring devices should be provided. All monitoring devices are required to be installed a minimum of 6 months prior to commencement of mining or dewatering in any given cell.

B) All wells and monitoring sites within areas to be mined and their future disposition. For wells with quantities allocated to them, please indicate whether these quantities are being reallocated to a different well. For monitoring sites, please propose a new location that will monitor the associated environmental feature.

C) Confirmation that setback distances established on the approved Environmental Resource Permit (ERP) plans are being maintained.

D) Additions or deletions to outparcels, including the names and addresses of the property owners associated with the new outparcels.

E) Wetlands required to be preserved, including those wetlands created for mitigation, and any on-site wetlands that will not be mined.

F) The most recent Environmental Resource Permit (ERP) number and a copy of the currently permitted ERP plans.

Should the permittee deviate from the mining plan for the upcoming calendar year, or should the ERP be modified during the upcoming calendar year, the Permittee shall notify the District for approval by the Water Use Permit Bureau and modification of the Water Use Permit may be required. Deviation from the submitted mining without District approval will be a violation of the Permit.

(478)

11. If during the course of mining/dewatering activity, it is determined that alterations to existing hydraulic recharge ditches or that new hydraulic recharge ditches are necessary to maintain historic water levels off-site or at preserved wetlands, the Permittee shall submit a plan for the recharge ditch design that demonstrates how the water table will be maintained (such as by extending the ditch bottom below the drawn-down water table elevation at its current location or below the seasonal low water level whichever is deeper); how it will be operated to maintain water levels at seasonal high; and how it will be monitored.(509)

12.

At such time as the chloride and turbidity concentration in a water sample taken from DID No. 26/Permittee ID No. Offsite Discharge and DID No. 27/Permittee ID No. Location 2 Onsite, exceed the threshold established in the Environmental Management Plan and designated below, the Permittee shall take appropriate action to reduce concentrations to below those set for that particular location. Provisions shall be made to avoid unacceptable increases in water quality parameter concentrations. Provisions to avoid unacceptable impacts may include but shall not necessarily be limited to reducing dewatering, overall reduction in mining, or some combination thereof. Sample concentration readings in excess of the concentrations designated below may occur, provided long-term upward trends or other significant water quality changes do not occur. If the District determines that long-term upward trends or other significant water quality changes are occurring, the District may reconsider the mining/dewatering plan.

Station Identifier	Northing	Easting	High Salt	High Turbidity
	Threshold PPT	Threshold		
DID 26 / Permittee ID Turbidity Discharge 2	1214529.52680	494496.79180	31.00	29 over background
DID 27 / Permittee ID Turbidity Point 1 inflow	1212899.10200	496107.36939	1.00	29 over background

Subsequent to permit issuance, the Permittee may request in writing, a review of the water quality concentration limits by the Water Use Permit Bureau Chief, on the basis that the limits are not feasible to attain. Prior to the request for concentration limits review, the Permittee shall document in writing to the District that all feasible management measures have been explored within reasonable limits to attain compliance with the concentration limits specified in this permit. The Permittee's written request for review of the limits must include a proposal of the lowest feasible concentration limits (based on a review of observed field data) to the Director for consideration. This proposal shall include predictions of changes to the location of the saltwater interface, both laterally and vertically, which may result from the proposed increased limits. If the Water Use Permit Bureau Chief, accepts, in writing, that the Permittee has explored all feasible withdrawal management measures within reasonable limits, that the Permittee cannot attain compliance with the concentration limits, and increasing the limits will not cause adverse impacts, the Water Use Permit Bureau Chief may consider modifying concentration limits for each location. If new limits are specified by the District, these shall supersede the limits listed in this permit.(559)

13. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)

14. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)

15. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section

373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)

16. Prior to mining an area, any wells located within the area shall be properly abandoned (plugged) by a licensed water well contractor in accordance with Chapter 62-532.500 (4), F.A.C., under a Well Abandonment Permit issued by the District.(679)
17. 8. By January 31st and June 30th of each year, the Permittee shall submit updates to the Environmental Management Plan (EMP) entitled Caloosa Cell C Environmental Management Plan, that was submitted on February 20, 2026, in support of this permit. The update report shall be a comprehensive but concise summary of the data collected, assessment of the effectiveness of monitoring and mitigation procedures implemented thus far, and details on any mitigation actions taken pursuant to the approved EMP. The permittee shall also submit for District approval detailed description of any modifications proposed to monitoring, mitigation thresholds, and mitigation procedures. Reports shall be submitted to the Water Use Permit Bureau. Any color part of the report that is scanned shall be scanned in color. The report shall contain the following components:

**Pre-Mining and Pre-Dewatering Baseline Assessment and Data**

The report shall summarize the baseline data acquired thus far for sites that were still undergoing baseline assessments during the reporting period to characterize the normal hydrologic and vegetative conditions of on-site environmental features that are not permitted to be impacted and off-site environmental features. Additional off-site environmental features that have been identified since the previous report as having the potential to be hydrologically impacted if protection measures fail must also be described. The description shall include documentation or proposed documentation of their current hydrologic and vegetative conditions, and each shall be located on a recent aerial map and be clearly labeled for identification to the description.

**Status Report of Pre-Mitigation Measures**

The report shall contain updates on any approved pre-mitigation measures already implemented, status of those to be implemented and any proposed additional measures or changes to the approved schedule.

**Hydrologic Monitor Data**

The report shall include a data summary section for all existing monitor sites included in the EMP and any updates to normal pool elevations, for each environmental monitor site, District ID Nos. 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 23, 26, 27, 40, 42, 50, 51, 52, 53, 54, 55, 56; Permittee ID. MW-1 Deep, MW-2 Shallow, MW-3 Shallow, MW-4 Deep, MW-7 Deep, MW-8 Shallow, MW-11 Shallow, MW-12 Deep, SG-1, SG-2, SG-3, SG-5, Turbidity Point Discharge, Turbidity Point Inflow, MW-40 Shallow, MW-42 Deep, MW-50 Deep, MW-51 Shallow, MW-52 Deep, MW-53 Shallow, MW-54 Deep, MW-55 Shallow, SG-8. This section shall include essential graphs including statistical trend analysis, such as double-mass curve analysis, multiple linear regression, tables, and text, with little or no data interpretation. The Data Summary Section shall contain updates to the status of proposed monitor sites, any proposed changes to their locations and any additional monitor sites proposed. Threshold Elevations have been set for District ID Nos. 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 23, 40, 42, 50, 51, 52, 53, 54, 55 and 56; Permittee ID. MW-1 Deep, MW-2 Shallow, MW-3 Shallow, MW-4 Deep, MW-7 Deep, MW-8 Shallow, MW-11 Shallow, MW-12 Deep, SG-1, SG-2, SG-3, SG-5, MW-40 Shallow, MW-42 Deep, MW-50 Deep, MW-51 Shallow, MW-52 Deep, MW-53 Shallow, MW-54 Deep, MW-55 Shallow and SG-8 in the Environmental Management Plan.

**Interpretive Evaluation**

The Interpretive Evaluation Section shall present the Permittee's analyses and interpretation of dewatering data, hydraulic recharge ditch water levels (if any), wetland water levels, surficial and Floridan aquifer water level data, lake levels or stream flow and other data collected pursuant to the EMP submitted in support of this permit as it relates to environmental conditions in the vicinity of the mine pits or cuts. This section shall also address investigations and analyses of relationships between water levels in the mine pit or mine cut, those in any hydraulic recharge ditches, atmospheric conditions, and drainage factors as they pertain to the environmental condition of designated wetlands. A brief summary of any recommended changes to the monitoring requirements shall be provided noting that some changes may necessitate a modification of the permit.

**Wetland Assessments**

The report shall include qualitative and quantitative updates per the protocol described in the EMP to

**This document complies with WCAG 2.2 AA standards**

the vegetative conditions of all on-site environmental features that are not permitted to be impacted as well as to all off-site environmental features included in the EMP. Any proposed changes to wetland assessment protocols shall be included with supportive data for the requested change. Wetland 1, Wetland 2, Wetland 11 and Wetland 13 have been identified in the EMP, monitoring will occur between April 1 and May 31 annually.

#### **Water Quality**

The report shall include a summary of water quality data collected under this permit. Set chloride concentration limits for District ID Nos. 9, 10, 11, 12, 13, 14, 15, 16, 40, 42, 50, 51, 52, 53, 54, 55; Permittee ID. MW-1 Deep, MW-2 Shallow, MW-3 Shallow, MW-4 Deep, MW-7 Deep, MW-8 Shallow, MW-11 Shallow, MW-12 Deep, Turbidity Point Discharge, Turbidity Point Inflow, MW-40 Shallow, MW-42 Deep, MW-50 Deep, MW-51 Shallow, MW-52 Deep, MW-53 Shallow, MW-54 Deep, MW-55 Shallow. High turbidity threshold limits for District ID Nos. 26 and 27; Permittee ID. Turbidity Point Discharge and Turbidity Point Inflow have been established. The chloride limits and high turbidity thresholds are listed in the approved Environmental Management Plan.

#### **Mitigation Thresholds and Actions**

The report shall describe any proposed changes to mitigation thresholds and include actual data to support the requested change. It shall describe any unexpected hydrologic impacts that may have taken place since the last reporting period, the mitigation actions to correct the unexpected impact(s), and monitor data that indicates the effectiveness of the action(s).

#### **Corrective Action**

If at any time the water levels or salinity concentration in any water sample reaches or exceeds the designated threshold limits, the Permittee shall take appropriate action as described in 4.0 of the approved Environmental Management Plan. If the District determines that long-term upward trends or other significant water level or water quality changes are occurring, the District will require additional actions.

(683)

18. Proposed District staff gauge District ID No. 56, Permittee ID No. SG-8 shall be installed in the Cell C hydraulic recharge ditch upon completion of the ditch, and shall be maintained throughout the duration of mining and/or dewatering activity. The Permittee shall submit final location data as latitude and longitude within 30 days of staff gauge installation. Water levels shall be recorded weekly and reported monthly to verify maintenance of water levels per the design of the recharge-ditch. The staff gauge(s) shall be surveyed according to instructions given on the District website and referenced to the National Geodetic Vertical Datum 1929, and a copy of the survey indicating the datum reference shall be submitted with the first water level data report. The staff gauge(s) shall be scaled in one-tenth foot increments and shall be sized and placed so as to be clearly visible from an easily accessible point of land. To the maximum extent possible, water levels shall be recorded on same date of each week. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.

Proposed Staff Gauge District ID No. 56, Permittee ID No. SG-8, recorded every week(686)

19. The Permittee shall continue to record and report water level data from monitor sites, District ID Nos. 9, 10, 11, 12, 13, 14, 15, 16, 40, 42, 50, 51, 52, 53, 54, 55; Permittee ID. MW-1 Deep, MW-2 Shallow, MW-3 Shallow, MW-4 Deep, MW-7 Deep, MW-8 Shallow, MW-11 Shallow, MW-12 MW-40 Shallow, MW-42 Deep, MW-50 Deep, MW-51 Shallow, MW-52 Deep, MW-53 Shallow, MW-54 Deep, MW-55 Shallow, after cessation of active dewatering to verify that the water table is maintained at historic levels and at the approved seasonal high levels in wetlands either until water levels rebound to pre-dewatering levels or until reclamation, whichever comes first. The Permittee shall not discontinue such monitoring without District approval. The Permittee shall submit a request to discontinue post-dewatering monitoring to the Water Use Permit Bureau Chief. The request shall include a presentation of the data that substantiates water levels have been stabilized to pre-dewatering levels.

(687)

20. If unanticipated adverse impacts occur to wetlands that are to be preserved, to off-site land use or to existing legal users, the Permittee shall immediately notify the Water Use Permit Bureau Chief to discuss the best course of action to implement immediately to reverse those impacts and to stop further impacts. In no instance are adverse impacts to be allowed to continue.(688)

21. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use

Permit Bureau Chief: District ID Nos. 1, 2, and 4, Permittee ID Nos. 1, 2, and 4. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)

22. The Permittee shall continue to maintain monitor well(s) listed below, the Permittee shall record water levels to National Geodetic Vertical Datum 1929, and report them to the District at the frequency listed for the interval, aquifer system listed. To the maximum extent possible, water levels shall be recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate for the frequency noted. If a monitoring well reading is reported dry for more than six readings in a given year, a new monitoring well may have to be constructed to a deeper depth. The readings shall be reported online via the Permit Information Center at the District website, ([www.watermatters.org/permits/epermitting/](http://www.watermatters.org/permits/epermitting/)), or mailed in hardcopy on District-provided forms to the address given in this permit for mailing data and reports on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. A copy of the certified survey report for the wells listed shall be included with the first data submittal.

#### **Existing Monitoring Wells**

District ID No. 9, Permittee ID No. MW-1 Deep, recorded every week  
 District ID No. 10, Permittee ID No. MW-2 Shallow, recorded every week  
 District ID No. 11, Permittee ID No. MW-3 Shallow, recorded every week  
 District ID No. 12, Permittee ID No. MW-4 Deep, recorded every week  
 District ID No. 13, Permittee ID No. MW-7 Deep, recorded every week  
 District ID No. 14, Permittee ID No. MW-8 Shallow, recorded every week  
 District ID No. 15, Permittee ID No. MW-11 Shallow, recorded every week  
 District ID No. 16, Permittee ID No. MW-12 Deep, recorded every week  
 District ID No. 40, Permittee ID No. MW-40 Shallow, recorded every week  
 District ID No. 42, Permittee ID No. MW-42 Deep, recorded every week  
 District ID No. 50, Permittee ID No. MW-50 Deep, recorded every week  
 District ID No. 51, Permittee ID No. MW-51 Shallow, recorded every week  
 District ID No. 52, Permittee ID No. MW-52 Deep, recorded every week  
 District ID No. 53, Permittee ID No. MW-53 Shallow, recorded every week  
 District ID No. 54, Permittee ID No. MW-54 Deep, recorded every week  
 District ID No. 55, Permittee ID No. MW-55 Shallow, recorded every week  
 (756)

23. The Permittee shall continue to maintain the District-approved staff gauge in the water bodies at the location(s) specified by latitude and longitude below and report measurements of water levels referenced to National Geodetic Vertical Datum 1929 (NGVD29) and report them to the District at the frequency listed for the interval, aquifer system listed. To the maximum extent possible, water levels shall be recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate for the frequency noted. The readings shall be reported online via the Permit Information Center at the District website, ([www.watermatters.org/permits/epermitting/](http://www.watermatters.org/permits/epermitting/)), or mailed in hardcopy on District-provided forms to the address given in this permit for mailing data and reports on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. Within 60 days of permit issuance, the Permittee shall install and maintain District-approved staff gauges in the Environmental Management Plan network wetlands at the locations specified by latitude and longitude below and report measurements of water levels referenced to the North American Vertical Datum 1988 at the frequency indicated. Instructions for installation of the staff gauges, and recording and reporting the data are given in Exhibit B. The Permittee shall have the elevation of the measuring point on each staff gauge listed surveyed to NGVD29, and a copy of the certified survey report for the staff gauge listed shall be included with the first data submittal.

#### **Existing Staff Gauges**

District ID No. 19, Permittee ID No. SG-1, recorded every week  
 District ID No. 20, Permittee ID No. SG-2, recorded every week  
 District ID No. 21, Permittee ID No. SG-3, recorded every week  
 District ID No. 23, Permittee ID No. SG-5, recorded every week  
 (762)

24. Prior to filing of the recharge ditches surrounding Cell C with water, pictures shall be submitted to the District for those areas representative of the northern, southern, eastern, and western areas of the recharge ditch system surrounding Cell C, documenting at the bottom of the recharge ditch a minimum 10 feet horizontal width has been maintained and documenting at the same location, a minimum 15 feet vertical column has been excavated below land surface. Failure to document and comply with the construction requirements outlined above, and in accordance with the supporting documentation for this application as it applies to the Cell C recharge ditch system, will be considered a violation of the conditions of the permit.(990)
25. All mining/dewatering in association with Cell C shall cease after the the expiration date of Environmental Resource Permit No. (ERP) 43043154.002, that expires on March 17, 2030, unless an extension of the ERP for Cell C is granted.(991)
26. If during the course of mining/dewatering activity, it is determined that existing hydraulic recharge ditches are not effectively maintaining historic water levels, the Permittee shall submit a plan to alter existing hydraulic recharge ditches or construct new hydraulic recharge ditches (such as by extending the ditch bottom below the drawn-down water table elevation) and demonstrate how water level concerns will be corrected. Modifications to existing Environmental Resource Permit (ERP) No. 43043154.002 may be necessary to alter the hydraulic recharge ditches. (992)

40D-2  
Exhibit A

**WATER USE PERMIT STANDARD CONDITIONS**

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
  - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - B. Damage to crops and other vegetation causing financial harm to the owner; and
  - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
  - A. A reduction in water levels which impairs the ability of a well to produce water;
  - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 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 consumptive 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 Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. 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.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.

10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.
11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. 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.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B  
Instructions

**METERING INSTRUCTIONS**

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies.

For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data.

The Permittee shall submit meter readings online using the Permit Information Center at [www.swfwmd.state.fl.us/permits/epermitting/](http://www.swfwmd.state.fl.us/permits/epermitting/) or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
  - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
  - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
  - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
  - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
  - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
  - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
  - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
  - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal

from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

**FLOW METER ACCURACY TEST INSTRUCTIONS**

1. Accuracy Test Due Date - The Permittee is to schedule their accuracy test according to the following schedule:

- A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
- B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
- C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
- D. For the Permittee’s convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
- E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

\* The permittee may request their multiple permits be tested in the same month.

2. Accuracy Test Requirements: The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:

A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.

B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or

longer per test until consistent results are obtained.

C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.

D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. Accuracy Test Report: The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:

A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website ([www.watermatters.org](http://www.watermatters.org)) under "ePermitting and Rules" for Water Use Permits.

B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;

C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;

D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.

E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.

F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

**April Breton**

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Authorized Signature  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The 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.

Notice of Rights**DRAFT****ADMINISTRATIVE HEARING**

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28.106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

**JUDICIAL REVIEW**

**DRAFT**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
  
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

**CONSENT AGENDA**

**April 28, 2026**

**General Counsel's Report: Approval of First Amendment to Emergency Order No. SWF 26-004 – Declaration of Emergency Regarding the Lower and Middle Pools of the Tampa Bypass Canal (Hillsborough County)**

Section 373.119, Florida Statutes (F.S.), authorizes the Executive Director to take actions necessary to address an emergency that poses a threat to the public health, safety, welfare, or environment. Such actions may include, among other things, issuing an emergency order reciting the existence of an emergency and requiring action. The Governing Board must affirm the emergency order at the next regularly scheduled Governing Board meeting.

By State of Florida Executive Order No. 26-33, Governor Ron DeSantis declared that a state of emergency exists based upon the serious threat to public health, safety, and welfare posed by drought conditions throughout the State.

On March 19, 2026, the Executive Director issued Emergency Order No. 26-004 (Emergency Order), authorizing Tampa Bay Water to temporarily lower the Middle Pool of the Tampa Bypass Canal to 10.0 feet NGVD29 to maximize available public water supply, subject to certain operational requirements and other conditions. The Governing Board approved the Emergency Order on March 24, 2026.

Due to continued extreme drought conditions, the City of Tampa (City) requested that the District issue an emergency order authorizing the Lower Pool of the Tampa Bypass Canal to be lowered from the optimal level of 6.0 feet to an elevation of 4.0 feet to maximize available public water supply. On April 13, 2026, the Executive Director issued a First Amendment to Emergency Order No. SWF 26-004 to authorize the Lower Pool to be lowered to 4.0 feet, while all other terms and conditions of the Emergency Order remain in effect.

The First Amendment to Emergency Order No. SWF 26-004 will expire on July 1, 2026, unless rescinded or extended by Governing Board or Executive Director action on or before that date. District staff will monitor conditions and assess whether an extension is warranted.

*Strategic Plan*

This Emergency Order supports the District's Strategic Initiatives for Regional Water Supply Planning and Core Business Processes for regulation.

*Exhibit*

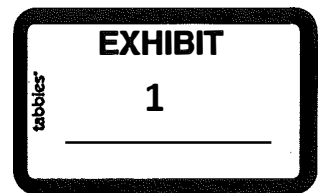
Emergency Order

Staff Recommendation:

Approve the First Amendment to Emergency Order No. SWF 26-004.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel



BEFORE THE SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

IN RE: DECLARATION OF  
EMERGENCY REGARDING THE  
MIDDLE POOL OF THE TAMPA  
BYPASS CANAL

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**FIRST AMENDMENT TO EMERGENCY ORDER NO. SWF 26-004**

Brian Armstrong, P.G., Executive Director of the Southwest Florida Water Management District ("District"), at the Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637, received evidence and information from District staff and representatives of the City of Tampa, a Florida municipal corporation, regarding drought conditions causing a public water supply shortage within the Hillsborough River Reservoir ("Reservoir") and creating an acute public health, safety, and welfare emergency. Based upon such evidence and information, the Executive Director finds and determines:

**FINDINGS OF FACT**

1. Section 373.246, Florida Statutes (F.S.), requires each water management district to adopt a Water Shortage Plan ("Plan") as a means of assuring appropriate responses to droughts and other types of water shortage events.
2. Part III of Chapter 40D-21, F.A.C., sets forth the emergency provisions of the Plan.
3. Rule 40D-21.331(3), F.A.C., specifies that, if the District determines that conditions are rapidly deteriorating, or if the District receives a request for emergency action, the District shall ascertain if emergency actions are necessary to protect public health, safety or welfare, considering such factors as whether the affected users can obtain water from other users or other sources on a temporary basis and whether there are recommendations from, and emergency actions taken by, a local government in the affected area.
4. Rule 40D-21.371(1), F.A.C., specifies that the Executive Director of the District may issue orders containing response mechanisms deemed necessary to address such an emergency, and that these mechanisms may include authorizations to temporarily withdraw from a permitted source in a manner or for a purpose not expressly granted by the applicable Water Use Permit; and restrictions that involve apportioning, rotating, limiting, or prohibiting the use of water.

5. Rules 40D-21.391(1), (2) and (3), F.A.C., allow for such emergency orders to be issued without prior notice, subject to concurrence by the District's Governing Board and proper notice to affected water users and local officials.

6. Tampa Bay Water holds Water Use Permit No. 20006675.006 for the Tampa Bypass Canal Harney Pump Station. Permit No. 20006675.006 authorizes withdrawals of 20 million gallons per day ("mgd") on an annual average basis, and 40 mgd on a peak month basis, from the Tampa Bypass Canal ("TBC") for public supply, specifically to support Water Use Permit No. 20002062 held by the City of Tampa (the "City"). This permit authorizes Tampa Bay Water to augment the Reservoir during periods of low flow to ensure the City has an adequate supply to meet demands.

7. Due to continuing drought conditions in the region, on March 10, 2026, the City requested that Tampa Bay Water obtain an Emergency Order from the District to allow the Middle Pool of the Tampa Bypass Canal to be lowered to 10.0 feet. On March 12, 2026, Tampa Bay Water made such a request to the District. On March 19, 2026, the District's Executive Director executed Emergency Order No. 26-004, authorizing Tampa Bay Water to lower the Middle Pool of the Tampa Bypass Canal to 10.0 feet, subject to certain operational requirements and other conditions. The District's Governing Board approved that Order at its March 24, 2026 meeting.

8. On April 8, 2026, the City requested emergency District action which would allow the Tampa Bypass Canal Lower Pool to be drawn down to a stage elevation of 4 feet NGVD. The City states that at the current permitted withdrawal rate of approximately 10.9 cfs, the Lower Pool is declining at about 0.09 feet per day, which equates to an estimated 23 days to reach the proposed 4-foot level.

9. Regional water supplies continue to be constrained due to severe drought. In its request, the City cites the following water supply conditions:

- a. The City's current 12-month running average potable water demand is approximately 80.7 MGD. At current pumping rates, the City has approximately 80 days of supply remaining in the Reservoir before reaching intake limitations due to pump cavitation. This estimate assumes continued releases of 11 cfs through the MFL gate and does not include supplemental supply from Tampa Bay Water.

The City's ASR system currently has approximately 349 million gallons of stored water available for recovery. Operational use of this supply is constrained by water quality considerations, primarily elevated salinity and associated treatment challenges. As a result, ASR recovery has been reduced to producing approximately 3 mgd under current conditions.

10. District staff have also determined that the following hydrologic factors are occurring and are contributing to or exacerbating the local and regional water supply situation:

- a. As of March 31, 2026, the 12-month moving sum for rainfall within the District's central counties was at the 8<sup>th</sup> percentile, considered extremely abnormal, and the 24-month moving sum for rainfall was at the 23<sup>rd</sup> percentile, considered moderately abnormal.
- b. As of April 5, 2026, the 7-day average streamflow of the Hillsborough River at Zephyrhills was at the 25<sup>th</sup> percentile, considered moderately abnormal.
- c. As of April 4, 2026, the 8-week moving average streamflow of the Alafia River at Lithia was at the 8<sup>th</sup> percentile, considered extremely abnormal. As of April 5, 2026, the 7-day average streamflow of the Alafia River at Lithia was at the 21<sup>st</sup> percentile, considered moderately abnormal.
- d. As of April 6, 2026, the U.S. Drought Monitor Map shows all of Pinellas County in an extreme drought condition and Hillsborough and Pasco Counties in severe or extreme drought conditions. Drought conditions are expected to continue, as April and May are typically the driest months of the dry season.

11. By State of Florida Executive Order No. 26-33, Governor Ron DeSantis declared that a state of emergency exists based upon the serious threat to public health, safety, and welfare posed by drought conditions throughout the State.

12. The City has taken the following actions to try to reduce demand:

- a. The City implemented one-day-per-week watering restrictions well in advance of current drought conditions, and was among the first in the region to take that step as a proactive conservation measure.
- b. The City has made a concerted effort to expand water conservation programs, increase public outreach, and coordinate across departments to reduce potable demand during current drought conditions.
- c. The City has enhanced its public outreach through social media, bill inserts, direct customer emails, website updates, and media engagement to reinforce conservation messaging and current restrictions.
- d. In addition, the City has expanded several targeted conservation programs, including:

- i. Sensible Sprinkling Program, providing irrigation evaluations and installation of water-saving devices such as rain sensors;
- ii. Florida-Friendly Landscaping initiatives, in partnership with Hillsborough County and UF/IFAS, to reduce irrigation demand through native and drought-tolerant plantings;
- iii. Compost distribution events, now held monthly, to support soil health and reduce irrigation needs;
- iv. Reclaimed water incentive efforts, including a proposed temporary waiver of application and meter fees to encourage conversion to reclaimed water use where available.

13. The City has taken the following actions to enforce current watering restrictions:

- a. The City enforces watering restrictions through a dedicated enforcement program that operates 24 hours a day, 7 days a week across the service area. Violations are addressed upon first observation, with an escalating penalty structure.
- b. The City contracts with a third-party provider to support enforcement patrols and has increased patrol efforts during drought conditions to reinforce compliance.
- c. City residents can report violations through Tampa Connect or the Water Use Violation Hotline, which supports timely response and broader community participation in enforcement.
- d. Enforcement activity is tracked and can be reported to the District weekly.

14. The conditions within the service areas of Tampa Bay Water and the City constitute a threat to both the public water supply and to public health, safety, and welfare.

15. The exercise of the non-emergency powers under subsections 373.175(1) and (2) and 373.246(1), F.S., and Chapter 40D-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, nor the drinking water supply of persons who depend upon Tampa Bay Water and the City.

### **CONCLUSIONS OF LAW**

16. An emergency exists requiring immediate action by the Executive Director of the District, as duly authorized by subsections 373.119(2), 373.175(4), and 373.246(7), F.S., and Rule 40D-21.331(4), F.A.C., to declare a water shortage

emergency and to issue emergency orders reciting the existence of an emergency and requiring that action be taken as deemed necessary to meet the emergency.

WHEREFORE, it is hereby **ORDERED** that:

17. An emergency is declared for Tampa Bay Water.
18. Emergency Order No. 26-004 is hereby amended and paragraphs 19-24 below are substituted for paragraphs 18-22 of Emergency Order No. 26-004.
19. The Permit is hereby modified to authorize Tampa Bay Water to lower the Middle and Lower Pools of the Tampa Bypass Canal System below the optimal levels to maximize the amount of water available for public supply in response to the water shortage emergency in the region. The authorized lowering is to a water level elevation no less than 10 feet NGVD29 in the Middle Pool and 4 feet NGVD29 in the Lower Pool.
20. Water level differentials upstream and downstream of S-161 and S-162 must not exceed 11 feet and 6 feet, respectively.
21. When the Middle Pool of the Tampa Bypass Canal declines to a level of 12 feet NGVD29, water withdrawals from the Middle Pool shall not continue until the water level in the Reservoir, measured directly upstream of S-161, is 20 ft NGVD29 or less. Withdrawals can continue if the Reservoir's level is maintained below 20.5 ft NGVD29.
22. The Middle Pool must be at or below 10.5 ft NGVD29 before the reduction of the Lower Pool below its optimal level of 6 ft NGVD29 may begin.
23. The water levels in the Middle and Lower Pools of the Tampa Bypass Canal System must not be lowered below their optimal levels at a rate exceeding 0.5 feet per day.
24. Lowering of the Middle and Lower Pools of the Tampa Bypass Canal below their optimal levels creates risks to both the water control structures and the canal. The following field monitoring is required because of these risks:
  - a. Field inspections for water control structures S-159 lower, S-160, S-161, and S-162 must occur twice per week by a consistent inspection team overseen by a qualified licensed professional engineer in the State of Florida qualified to conduct civil and structural inspections.
  - b. Field inspections for the Harney and Tampa Bypass canals must be conducted twice per week starting at Harney Road upstream of S-159 lower and S-161, and terminating at the CSX railroad downstream of S-160.

- c. Subsequent inspections must have a minimum of three days between them.
- d. Field Inspections must begin and continue for the Middle Pool (Inspection Areas 2, 3, and 4) and the Lower Pool (Inspection Area 1) when the canal pools are drawn below their optimal levels of 12 feet NGVD29 and 6 feet NGVD29, respectively.
- e. Structure and canal inspections must be completed using the inspection forms and maps attached hereto as Exhibit "A." One form must be completed for each of the four inspection areas identified in the maps included with the inspection forms.
- f. Deviation in the inspection form or areas must be approved by the District's Project Manager in writing.
- g. Completed inspection forms must be submitted to the District's Project Manager on a weekly basis and no later than 3 business days after the second weekly inspection. Any structural or erosional concerns observed during the inspections must be reported to the District immediately.
- h. The District's Project Manager is Doug Lynch, PE, Structure Operations Engineer, 352-519-1880.

25. Except as provided herein, all other terms and conditions of the Permit shall remain in full force and effect, including but not limited to the stage and head differential parameters associated with the Lower Pool.

26. Except as provided herein, all other terms and conditions of Emergency Order No. 26-004 shall remain in full force and effect, including its expiration date of July 1, 2026, unless rescinded or extended by Governing Board or Executive Director action on or before that date.

DONE AND ORDERED in Hernando County, Florida, this 13th day of April, 2026.

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

Filed this 13 day  
of April, 2026.


By:   
Brian Armstrong, P.G.  
Executive Director



Agency Clerk

The Governing Board of the Southwest Florida Water Management District concurred with the action taken by the District's Executive Director.

Acknowledged this \_\_\_ day of April, 2026.

Approved as to Legal Form & Content  
  
\_\_\_\_\_  
Christopher A. Tumminia, Esq.  
General Counsel

By: \_\_\_\_\_  
John Mitten  
Chair

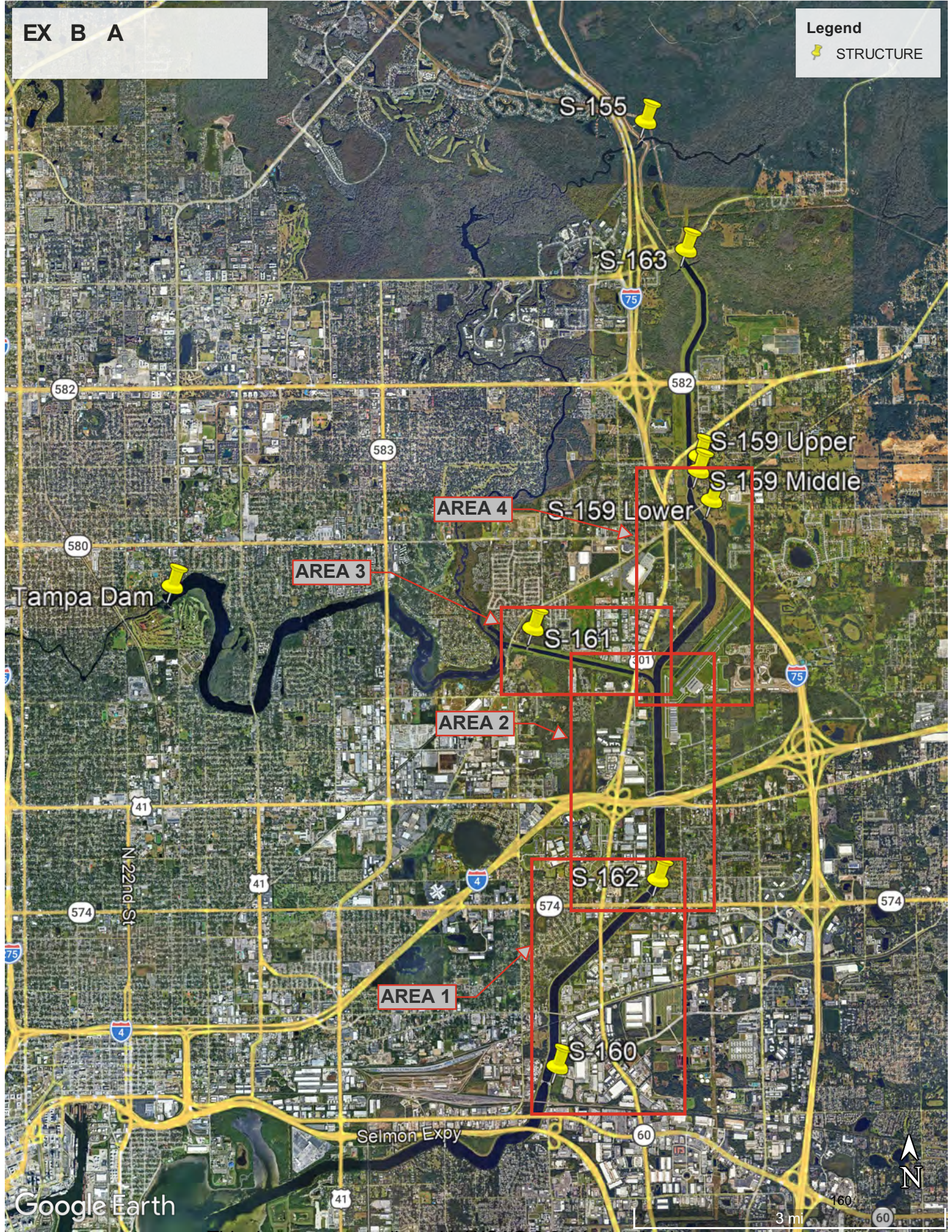
Attest: \_\_\_\_\_  
Ashley Bell Barnett  
Secretary

## **NOTICE OF RIGHTS**

In accordance with Sections 373.119(3), 120.569, and 120.57, Florida Statutes ("F.S."), and Chapter 28-106, Florida Administrative Code ("F.A.C."), persons to whom this Order is directed, or whose substantial interests are affected, may request an administrative hearing. A request for hearing that disputes the material facts on which the District's action is based must contain all elements required by Rule 28-106.201(2), F.A.C., including but not limited to: (1) an explanation of how the substantial interests of each person requesting the hearing will be affected by the District's action; (2) a statement of all disputed issues of material fact; (3) the District Order number; (4) the name, address, any e-mail address and telephone number of the person requesting the hearing and, if applicable, of the person's representative; (5) a statement of when and how the person requesting the hearing received notice of the District's action; (6) a concise statement of the ultimate facts alleged, including the specific facts warranting reversal or modification of the District's action; (7) a statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's action; and (8) the relief sought, including precisely what action the requester wishes the agency to take. A request for hearing that does not dispute the material facts on which the District's action is based shall state that no material facts are in dispute, and must contain the information set forth above (with the exception of item (2)), and otherwise comply with Rule 28-106.301(2), F.A.C. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Tampa Service Office, 7601 Highway 301 North, Tampa, Florida 33637-6759 or by facsimile transfer to (813) 367-9776 within twenty-one (21) days of receipt of this notice. Because the administrative hearing process is designed to formulate final agency action, the timely filing of a request for hearing may result in the District's final action being different from its original action. Failure to file a request for hearing within the specified time period shall constitute a waiver of any right any such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., and Rule 28-106.111, F.A.C., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

In accordance with subsection 120.569(1), F.S., the following additional administrative or judicial review may be available. A party who is adversely affected by final agency action may seek review of the action in the appropriate District Court of Appeal pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, within thirty (30) days after the rendering of the final action by the District.

**PURSUANT TO SUBSECTION 373.119(3), F.S., AND NOTWITHSTANDING ANY OTHER PROVISION UNDER CHAPTER 120, F.S., PERSONS TO WHOM THE ORDER IS DIRECTED SHALL COMPLY THEREWITH IMMEDIATELY, AND THE TIMELY FILING OF A PETITION SHALL NOT STAY SUCH PERSON'S OBLIGATION TO MAINTAIN SUCH COMPLIANCE DURING THE PENDENCY OF ANY ADMINISTRATIVE PROCEEDING.**





**TBC STRUCTURES, CANALS, & EMBANKMENTS INSPECTION CHECKLIST**

Location **AREA 1** \_\_\_\_\_

Inspector \_\_\_\_\_

Date/Time \_\_\_\_\_

Weather \_\_\_\_\_

Check green box upon inspection if no problems are detected. Check red box if problem detected.

**\*IF RED BOX IS CHECKED DESCRIPTION AND PICTURES MUST BE INCLUDED.**

**SAFETY AND SECURITY**

- Fences: \_\_\_\_\_
- Boat barrier: \_\_\_\_\_
- Vandalism: \_\_\_\_\_

**EMBANKMENT DEFORMATION**

- Longitudinal Cracks (horizontal; parallel with embankment): \_\_\_\_\_
- Traverse cracks (vertical; across embankment): \_\_\_\_\_
- Animal burrows: \_\_\_\_\_
- Bank/Slope vertical movement (slides, sloughs): \_\_\_\_\_
- Bank/Slope/Crest depressions/subsidence: \_\_\_\_\_
- Standing water/saturated toe of slope: \_\_\_\_\_
- Standing water/saturated along on top of bank: \_\_\_\_\_
- Springs or boils w/ flowing water (Detail if there is any type of discharge (color, consistency, etc.):  
\_\_\_\_\_
- Significant increase or decrease of any of the above if identified since last inspection:  
\_\_\_\_\_

**STRUCTURE S-160**

- Floating debris: \_\_\_\_\_
- Concrete cracks/spalling/delaminating: \_\_\_\_\_
- Enlarging/Shift of expansion joints: \_\_\_\_\_
- Erosion around structure: \_\_\_\_\_
- Headwall drain outlets not flowing or flowing with turbid water: \_\_\_\_\_
- Are manmade structures generally viewed to be in their designed position? (e.g Is a vertical structure (building, fence, etc.) seeming to lean at an angle not intended for? Is a horizontal guard rail becoming wavy?): \_\_\_\_\_
- Significant increase or decrease of any of the above if identified since last inspection:  
\_\_\_\_\_

**Additional Notes/Observations:**

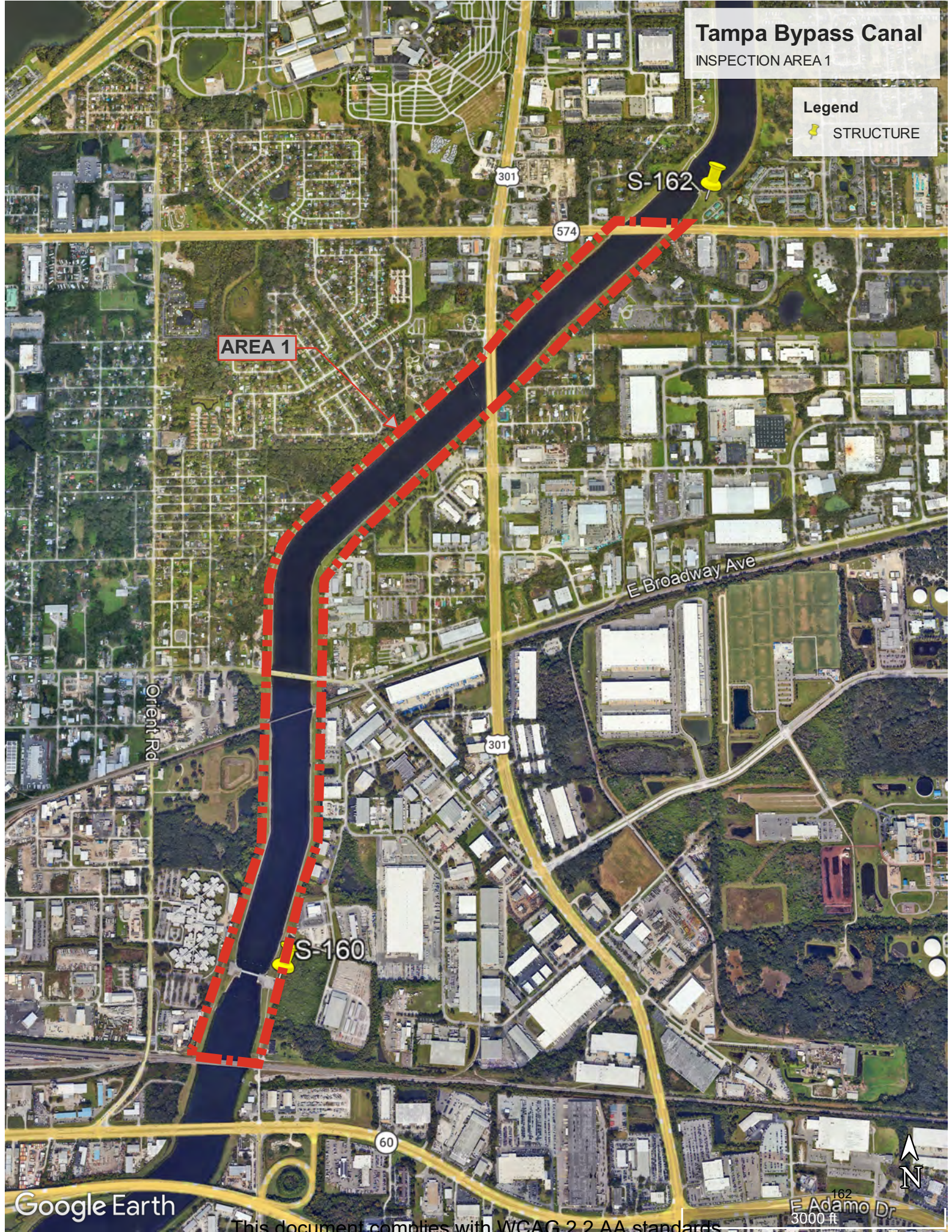
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# Tampa Bypass Canal

INSPECTION AREA 1

**Legend**

- 📍 STRUCTURE



AREA 1

S-162

S-160

Orient Rd

E Broadway Ave

162  
E Adamo Dr  
3000 ft

Google Earth



**TBC STRUCTURES, CANALS, & EMBANKMENTS INSPECTION CHECKLIST**

Location **AREA 2** \_\_\_\_\_

Inspector \_\_\_\_\_

Date/Time \_\_\_\_\_

Weather \_\_\_\_\_

Check green box upon inspection if no problems are detected. Check red box if problem detected.

**\*IF RED BOX IS CHECKED DESCRIPTION AND PICTURES MUST BE INCLUDED.**

**SAFETY AND SECURITY**

- Fences: \_\_\_\_\_
- Boat barrier: \_\_\_\_\_
- Vandalism: \_\_\_\_\_

**EMBANKMENT DEFORMATION**

- Longitudinal Cracks (horizontal; parallel with embankment): \_\_\_\_\_
- Traverse cracks (vertical; across embankment): \_\_\_\_\_
- Animal burrows: \_\_\_\_\_
- Bank/Slope vertical movement (slides, sloughs): \_\_\_\_\_
- Bank/Slope/Crest depressions/subsidence: \_\_\_\_\_
- Standing water/saturated toe of slope: \_\_\_\_\_
- Standing water/saturated along on top of bank: \_\_\_\_\_
- Springs or boils w/ flowing water (Detail if there is any type of discharge (color, consistency, etc.):  
\_\_\_\_\_
- Significant increase or decrease of any of the above if identified since last inspection:  
\_\_\_\_\_

**STRUCTURE S-162**

- Floating debris: \_\_\_\_\_
- Concrete cracks/spalling/delaminating: \_\_\_\_\_
- Enlarging/Shift of expansion joints: \_\_\_\_\_
- Erosion around structure: \_\_\_\_\_
- Headwall drain outlets not flowing or flowing with turbid water: \_\_\_\_\_
- Are manmade structures generally viewed to be in their designed position? (e.g Is a vertical structure (building, fence, etc.) seeming to lean at an angle not intended for? Is a horizontal guard rail becoming wavy?): \_\_\_\_\_
- Significant increase or decrease of any of the above if identified since last inspection:  
\_\_\_\_\_


**Additional Notes/Observations:**

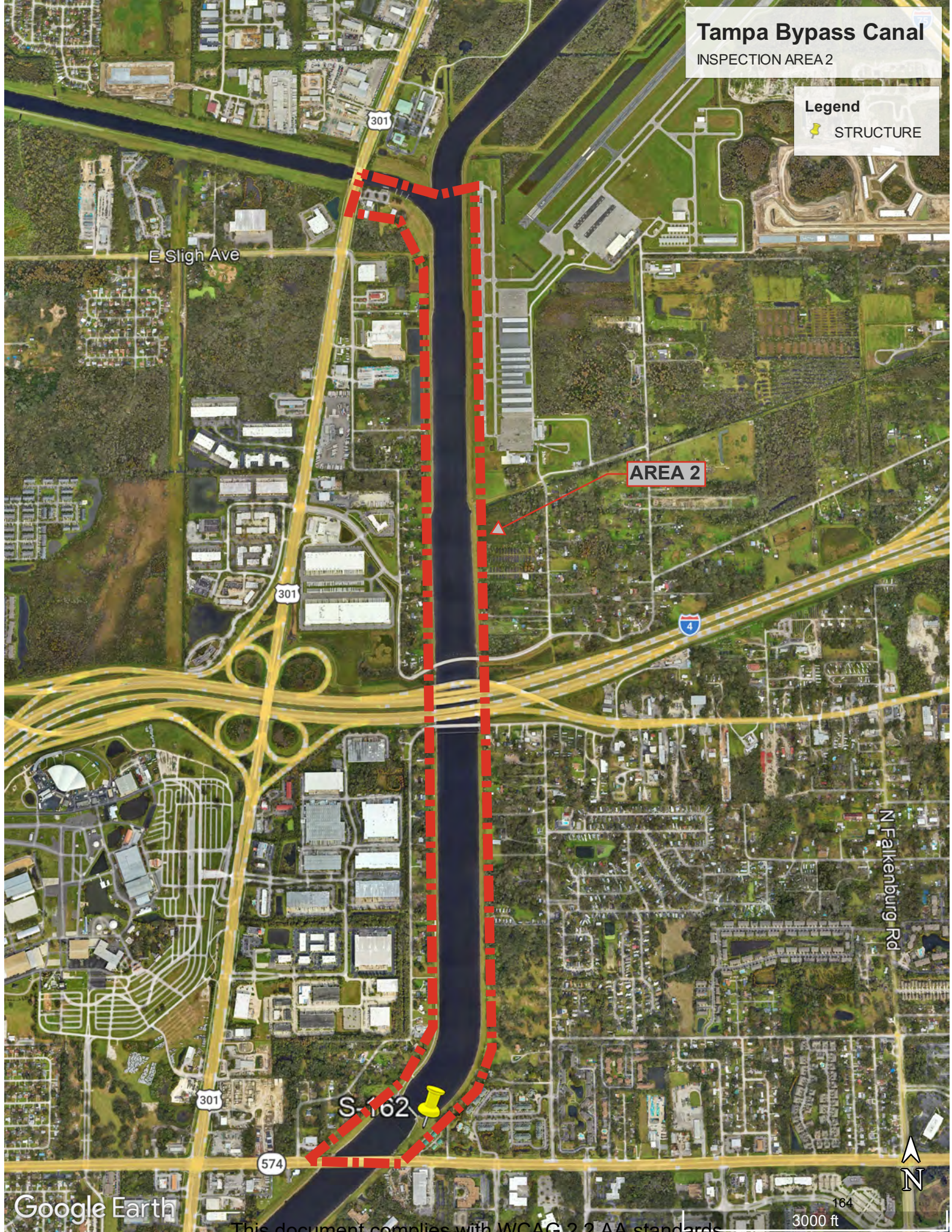
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# Tampa Bypass Canal

INSPECTION AREA 2

## Legend

 STRUCTURE



AREA 2

S-162

301

574

N Falkenburg Rd

Google Earth

This document complies with WCAG 2.2 AA standards

164  
3000 ft





**TBC STRUCTURES, CANALS, & EMBANKMENTS INSPECTION CHECKLIST**

Location **AREA 3** \_\_\_\_\_

Inspector \_\_\_\_\_

Date/Time \_\_\_\_\_

Weather \_\_\_\_\_

Check green box upon inspection if no problems are detected. Check red box if problem detected.

**\*IF RED BOX IS CHECKED DESCRIPTION AND PICTURES MUST BE INCLUDED.**

**SAFETY AND SECURITY**

- Fences: \_\_\_\_\_
- Boat barrier: \_\_\_\_\_
- Vandalism: \_\_\_\_\_

**EMBANKMENT DEFORMATION**

- Longitudinal Cracks (horizontal; parallel with embankment): \_\_\_\_\_
- Traverse cracks (vertical; across embankment): \_\_\_\_\_
- Animal burrows: \_\_\_\_\_
- Bank/Slope vertical movement (slides, sloughs): \_\_\_\_\_
- Bank/Slope/Crest depressions/subsidence: \_\_\_\_\_
- Standing water/saturated toe of slope: \_\_\_\_\_
- Standing water/saturated along on top of bank: \_\_\_\_\_
- Springs or boils w/ flowing water (Detail if there is any type of discharge (color, consistency, etc.):  
\_\_\_\_\_
- Significant increase or decrease of any of the above if identified since last inspection:  
\_\_\_\_\_

**STRUCTURE S-161**

- Floating debris: \_\_\_\_\_
- Concrete cracks/spalling/delaminating: \_\_\_\_\_
- Enlarging/Shift of expansion joints: \_\_\_\_\_
- Erosion around structure: \_\_\_\_\_
- Headwall drain outlets not flowing or flowing with turbid water: \_\_\_\_\_
- Are manmade structures generally viewed to be in their designed position? (e.g Is a vertical structure (building, fence, etc.) seeming to lean at an angle not intended for? Is a horizontal guard rail becoming wavy?): \_\_\_\_\_
- Significant increase or decrease of any of the above if identified since last inspection:  
\_\_\_\_\_


**Additional Notes/Observations:**

\_\_\_\_\_  
\_\_\_\_\_

# Tampa Bypass Canal

INSPECTION AREA 3

**Legend**

-  STRUCTURE



**AREA 3**

S 161

301

301



**TBC STRUCTURES, CANALS, & EMBANKMENTS INSPECTION CHECKLIST**

Location **AREA 4** \_\_\_\_\_

Inspector \_\_\_\_\_

Date/Time \_\_\_\_\_

Weather \_\_\_\_\_

Check green box upon inspection if no problems are detected. Check red box if problem detected.

**\*IF RED BOX IS CHECKED DESCRIPTION AND PICTURES MUST BE INCLUDED.**

**SAFETY AND SECURITY**

- Fences: \_\_\_\_\_
- Boat barrier: \_\_\_\_\_
- Vandalism: \_\_\_\_\_

**EMBANKMENT DEFORMATION**

- Longitudinal Cracks (horizontal; parallel with embankment): \_\_\_\_\_
- Traverse cracks (vertical; across embankment): \_\_\_\_\_
- Animal burrows: \_\_\_\_\_
- Bank/Slope vertical movement (slides, sloughs): \_\_\_\_\_
- Bank/Slope/Crest depressions/subsidence: \_\_\_\_\_
- Standing water/saturated toe of slope: \_\_\_\_\_
- Standing water/saturated along on top of bank: \_\_\_\_\_
- Springs or boils w/ flowing water (Detail if there is any type of discharge (color, consistency, etc.):  
\_\_\_\_\_
- Significant increase or decrease of any of the above if identified since last inspection:  
\_\_\_\_\_

**STRUCTURE S-159 LOWER**

- Floating debris: \_\_\_\_\_
- Concrete cracks/spalling/delaminating: \_\_\_\_\_
- Enlarging/Shift of expansion joints: \_\_\_\_\_
- Erosion around structure: \_\_\_\_\_
- Headwall drain outlets not flowing or flowing with turbid water: \_\_\_\_\_
- Are manmade structures generally viewed to be in their designed position? (e.g Is a vertical structure (building, fence, etc.) seeming to lean at an angle not intended for? Is a horizontal guard rail becoming wavy?): \_\_\_\_\_
- Significant increase or decrease of any of the above if identified since last inspection:  
\_\_\_\_\_


**Additional Notes/Observations:**

\_\_\_\_\_  
\_\_\_\_\_

# Tampa Bypass Canal

INSPECTION AREA 4

**Legend**

-  STRUCTURE

S-159 Upper

S-159 Middle

S-159 Lower

AREA 4

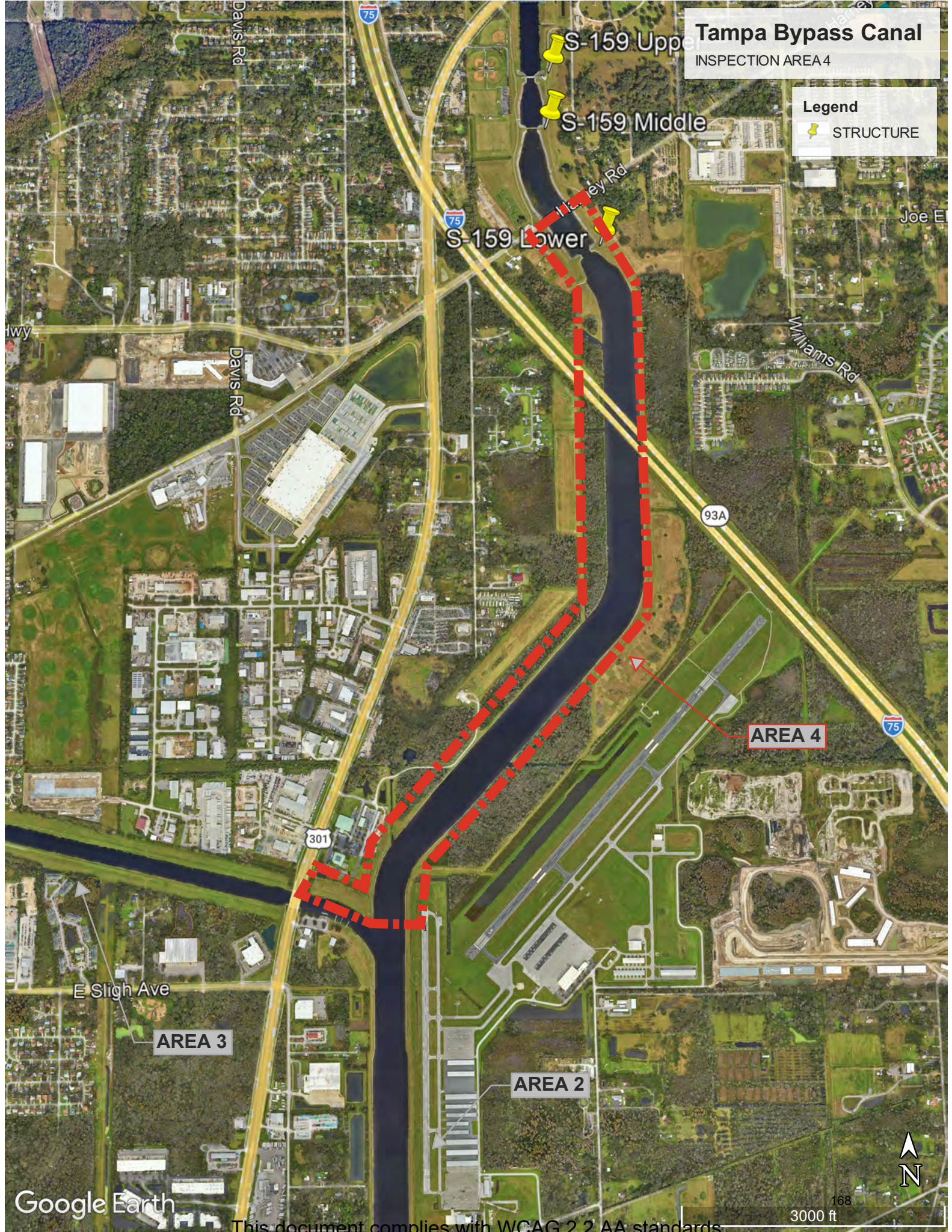
AREA 3

AREA 2

Google Earth

This document complies with WCAG 2.2 AA standards

168  
3000 ft



**CONSENT AGENDA**

**April 28, 2026**

**General Counsel's Report: Approval of Emergency Order No. SWF 26-010 – Declaration of Emergency Regarding the Lower Hillsborough River Minimum Flows (Hillsborough County)**

Section 373.119, Florida Statutes (F.S.), authorizes the Executive Director to take actions necessary to address an emergency that poses a threat to the public health, safety, welfare, or environment. Such actions may include, among other things, issuing an emergency order reciting the existence of an emergency and requiring action. The Governing Board must affirm the emergency order at the next regularly scheduled Governing Board meeting.

By State of Florida Executive Order No. 26-33, Governor Ron DeSantis declared that a state of emergency exists based upon the serious threat to public health, safety, and welfare posed by drought conditions throughout the State.

Ongoing drought conditions have significantly stressed the City of Tampa's (City) water supply system and its ability to maintain minimum flows for the Lower Hillsborough River (MFL). The primary source of water supply for the City's water service area is the Hillsborough River Reservoir (Reservoir). Water Use Permit (WUP) No. 20002062.006 authorizes the City to withdraw up to 82 million gallons of water on average and a maximum of 120 million gallons per day from the Reservoir. From July 1 through March 31 of each year, the City must maintain a minimum flow of 20 cubic feet per second (cfs) freshwater equivalent at the base of the Hillsborough River Dam, and from April 1 through June 30, the MFL increases to 24 cfs freshwater equivalent.

Due to the severity of drought conditions, the City's three primary MFL augmentation sources have declined significantly. On April 3, 2026, the City requested that the District issue an emergency order to temporarily extend the lower 20 cfs freshwater equivalent MFL beyond April 1, when it would otherwise increase to 24 cfs freshwater equivalent. On April 13, 2026, the Executive Director issued Emergency Order No. SWF 26-010 granting the City's request. This temporary modification is intended to reduce demand on the Reservoir and augmentation sources during the peak of the dry season to protect public health, safety, and welfare.

Emergency Order No. SWF 26-010 will expire on July 1, 2026, unless rescinded or extended by Governing Board or Executive Director action on or before that date. District staff will monitor conditions and assess whether an extension is warranted.

*Strategic Plan*

This Emergency Order supports the District's Strategic Initiatives for Regional Water Supply Planning and Core Business Processes for regulation.

*Exhibit*

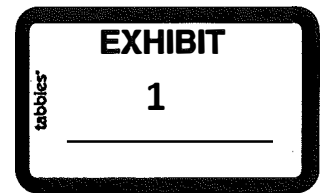
Emergency Order

Staff Recommendation:

Approve Emergency Order No. SWF 26-010.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel



BEFORE THE SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

IN RE: DECLARATION OF  
EMERGENCY REGARDING THE  
LOWER HILLSBOROUGH RIVER  
MINIMUM FLOWS

---

**EMERGENCY ORDER NO. SWF 26-010**

Brian Armstrong, P.G., Executive Director of the Southwest Florida Water Management District ("District"), at the Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637, received evidence and information from District staff and representatives of the City of Tampa ("City"), a Florida municipal corporation, regarding drought conditions causing a public water supply shortage within the Hillsborough River Reservoir and creating an acute public health, safety, and welfare emergency. Based upon such evidence and information, the Executive Director finds and determines:

**FINDINGS OF FACT**

1. Section 373.246, Florida Statutes (F.S.), requires each water management district to adopt a Water Shortage Plan ("Plan") as a means of assuring appropriate responses to droughts and other types of water shortage events.
2. Part III of Chapter 40D-21, Florida Administrative Code ("F.A.C."), sets forth the emergency provisions of the Plan.
3. Rule 40D-21.331(3), F.A.C., specifies that, if the District determines that conditions are rapidly deteriorating, or if the District receives a request for emergency action, the District shall ascertain if emergency actions are necessary to protect public health, safety or welfare, considering such factors as whether the affected users can obtain water from other users or other sources on a temporary basis and whether there are recommendations from, and emergency actions taken by, a local government in the affected area.
4. Rule 40D-21.371(1), F.A.C., specifies that the Executive Director of the District may issue orders containing response mechanisms deemed necessary to address such an emergency, and that these mechanisms may include authorizations to temporarily withdraw from a permitted source in a manner or for a purpose not expressly granted by the applicable Water Use Permit; and restrictions that involve apportioning, rotating, limiting, or prohibiting the use of water.

5. Rules 40D-21.391(1), (2) and (3), F.A.C., allow for such emergency orders to be issued without prior notice, subject to concurrence by the District's Governing Board and proper notice to affected water users and local officials.

6. The primary source of water supply for the City's water service area is the Hillsborough River Reservoir ("Reservoir"). The City's Water Use Permit ("WUP") No. 20002062.006 authorizes the City to withdraw up to 82 million gallons of annual average daily flow and 120 million gallons of maximum day withdrawal from the Reservoir. In addition, the City's WUP includes its aquifer storage and recovery ("ASR") system, which operates seasonally to store water during the wet season.

7. In compliance with the revised minimum flows ("MFL") for the Lower Hillsborough River adopted in 2007 at Rule 40D-8.041(1), F.A.C., the City is obligated to maintain minimum flows for the Lower Hillsborough River. Rule 40D-8.041(1), F.A.C., provides, in pertinent part:

(b) The Minimum Flows for the Lower Hillsborough River are based on extending a salinity range less than 5 ppt from the Hillsborough River Dam toward Sulphur Springs. **The Minimum Flows for the Lower Hillsborough River are 20 cubic feet per second ("cfs") freshwater equivalent from July 1 through March 31 and 24 cfs freshwater equivalent from April 1 through June 30 at the base of the dam as adjusted based on a proportionate amount that flow at the United States Geological Survey Gauge No. 0203000 near Zephyrhills, Florida ("Gauge") is below 58 cfs.** The adjustment is that for each one cfs that Hillsborough River flow at the Gauge is below 58 cfs, when 20 cfs freshwater equivalent is otherwise required, the Minimum Flow is adjusted by reducing it by 0.35 cfs; when 24 cfs freshwater equivalent is otherwise required, the Minimum Flow is adjusted by reducing it by 0.40 cfs. For purposes of this paragraph 40D-8.041(1)(b), F.A.C., freshwater equivalent means water that has a salinity concentration of 0.0 ppt for modeling purposes.

(Emphasis added).

8. The Lower Hillsborough River Recovery Strategy, adopted in rule at Rule 40D- 80.073, F.A.C., specifies sources of water that may be used to augment the Hillsborough River for purposes of meeting the MFL. The City currently uses three main sources for augmentation as needed: Sulphur Springs, Blue Sink, and the Tampa Bypass Canal. These sources have allowed the City to meet its obligations with respect to the Lower Hillsborough River MFL while allowing the City to use the Reservoir for public water supply. However, the current severe drought conditions are affecting the City's water supply from all of these sources.

9. Due to continuing drought conditions in the region, on April 3, 2026, the City requested the District to enter an emergency order temporarily extending the minimum flow of 20 cfs freshwater equivalent beyond April 1, when it would

normally increase to a minimum flow of 24 cfs freshwater equivalent through June 30.

10. In support of its request, the City states that the sources it typically uses to augment the River have declined due to the drought. Blue Sink has declined from producing approximately 3 cfs to producing approximately 1 cfs and is no longer able to sustain continuous pumping. At the current rate, the City expects Blue Sink to provide little to no meaningful contribution to the Lower Hillsborough River MFL in the near term. Sulphur Springs is currently producing approximately 13.3 cfs, down from approximately 18 cfs, and is approaching physical pumping limitations due to low elevation. As these sources decline, a greater portion of water necessary to meet the Lower Hillsborough MFL requirement is having to come from the Hillsborough River Reservoir, directly impacting potable supply.

11. The City is attempting to offset the use of the Reservoir for MFL purposes by relying on the lower and middle pools of the Tampa Bypass Canal, both of which are under increasing stress:

- a. The Lower Pool is at elevation 6.82 feet and declining. Reaching 6.0 feet would render the Lower Pool unusable as an augmentation source until it rebounds, making it critical to preserve as a continuous, even if limited, augmentation source. To that end, the City has also asked for an emergency order temporarily allowing the Lower Pool to be drawn down to 4.0 feet. See First Amendment to Emergency Order No. 26-004.
- b. The Hillsborough River Reservoir is at 20.8 feet and declining approximately 0.1 feet per day, with increasing sensitivity as levels drop.

12. The City states the following concerning current water supply conditions:

- a. The City's current 12-month running average potable water demand is approximately 80.7 MGD. At current pumping rates, the City has approximately 80 days of Reservoir supply remaining before reaching intake limitations due to pump cavitation. This estimate assumes continued releases of 11 cfs through the MFL gate and does not include supplemental supply from Tampa Bay Water.
- b. The City's ASR system currently has approximately 349 million gallons of stored water available for recovery. Operational use of this supply is constrained by water quality considerations, primarily elevated salinity and associated treatment challenges. As a result, ASR recovery has been reduced to producing approximately 3 mgd under current conditions.

13. District staff have also determined that the following hydrologic factors are occurring and are contributing to or exacerbating the local and regional water supply situation:

- a. As of March 31, 2026, the 12-month moving sum for rainfall within the District's central counties was at the 8<sup>th</sup> percentile, considered extremely abnormal, and the 24-month moving sum for rainfall was at the 23<sup>rd</sup> percentile, considered moderately abnormal.
- b. As of April 5, 2026, the 7-day average streamflow of the Hillsborough River at Zephyrhills was at the 25<sup>th</sup> percentile, considered moderately abnormal.
- c. As of April 4, 2026, the 8-week moving average streamflow of the Alafia River at Lithia was at the 8<sup>th</sup> percentile, considered extremely abnormal. As of April 5, 2026, the 7-day average streamflow of the Alafia River at Lithia was at the 21<sup>st</sup> percentile, considered moderately abnormal.
- d. As of April 6, 2026, the U.S. Drought Monitor Map shows all of Pinellas County in an extreme drought condition and Hillsborough and Pasco Counties in severe or extreme drought conditions. Drought conditions are expected to continue, as April and May are typically the driest months of the dry season.

14. By State of Florida Executive Order No. 26-33, Governor Ron DeSantis declared that a state of emergency exists based upon the serious threat to public health, safety, and welfare posed by drought conditions throughout the State.

15. The City has taken the following actions to try to reduce demand:

- a. The City implemented one-day-per-week watering restrictions well in advance of current drought conditions, and was among the first in the region to take that step as a proactive conservation measure.
- b. The City has made a concerted effort to expand water conservation programs, increase public outreach, and coordinate across departments to reduce potable demand during current drought conditions.
- c. The City has enhanced its public outreach through social media, bill inserts, direct customer emails, website updates, and media engagement to reinforce conservation messaging and current restrictions.

- d. In addition, the City has expanded several targeted conservation programs, including:
  - i. Sensible Sprinkling Program, providing irrigation evaluations and installation of water-saving devices such as rain sensors;
  - ii. Florida-Friendly Landscaping initiatives, in partnership with Hillsborough County and UF/IFAS, to reduce irrigation demand through native and drought-tolerant plantings;
  - iii. Compost distribution events, now held monthly, to support soil health and reduce irrigation needs;
  - iv. Reclaimed water incentive efforts, including a proposed temporary waiver of application and meter fees to encourage conversion to reclaimed water use where available.

16. The City has taken the following actions to enforce current watering restrictions:

- a. The City enforces watering restrictions through a dedicated enforcement program that operates 24 hours a day, 7 days a week across the service area. Violations are addressed upon first observation, with an escalating penalty structure.
- b. The City contracts with a third-party provider to support enforcement patrols and has increased patrol efforts during drought conditions to reinforce compliance.
- c. City residents can report violations through Tampa Connect or the Water Use Violation Hotline, which supports timely response and broader community participation in enforcement.
- d. Enforcement activity is tracked and can be reported to the District weekly.

17. The conditions within the service area of the City constitute a threat to both the public water supply and to public health, safety, and welfare.

18. The exercise of the non-emergency powers under subsections 373.175(1) and (2) and 373.246(1), F.S., and Chapter 40D-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, nor the drinking water supply of persons who depend upon the City.

### **CONCLUSIONS OF LAW**

19. An emergency exists requiring immediate action by the Executive Director of the District, as duly authorized by subsections 373.119(2), 373.175(4),

and 373.246(7), F.S., and Rule 40D-21.331(4), F.A.C., to declare a water shortage emergency and to issue emergency orders reciting the existence of an emergency and requiring that action be taken as deemed necessary to meet the emergency.

WHEREFORE, it is hereby **ORDERED** that:

20. An emergency is declared for the City.

21. Rule 40D-8.041(1), F.A.C., is hereby temporarily modified. The Minimum Flow for the Lower Hillsborough River, as defined in Rule 40D-8.041(1)(b), F.A.C., shall be 20 cfs plus freshwater equivalent during the term of this Order, rather than 24 cfs plus freshwater equivalent, as it would otherwise be between April 1 and June 30.

22. This Order shall expire on July 1, 2026, unless rescinded or extended by Governing Board or Executive Director action on or before that date.

DONE AND ORDERED in Hernando County, Florida, this 13th day of April, 2026.

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

Filed this 13 day of  
April, 2026.

By:   
Brian Armstrong, P.G.  
Executive Director

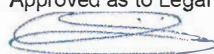


Agency Clerk

The Governing Board of the Southwest Florida Water Management District concurred with the action taken by the District's Executive Director.

Acknowledged this \_\_\_ day of April, 2026.

By: \_\_\_\_\_  
John Mitten  
Chair

Approved as to Legal Form & Content  
  
Christopher A. Tumminia, Esq.  
General Counsel

Attest: \_\_\_\_\_  
Ashley Bell Barnett  
Secretary

## NOTICE OF RIGHTS

In accordance with Sections 373.119(3), 120.569, and 120.57, Florida Statutes ("F.S."), and Chapter 28-106, Florida Administrative Code ("F.A.C."), persons to whom this Order is directed, or whose substantial interests are affected, may request an administrative hearing. A request for hearing that disputes the material facts on which the District's action is based must contain all elements required by Rule 28-106.201(2), F.A.C., including but not limited to: (1) an explanation of how the substantial interests of each person requesting the hearing will be affected by the District's action; (2) a statement of all disputed issues of material fact; (3) the District Order number; (4) the name, address, any e-mail address and telephone number of the person requesting the hearing and, if applicable, of the person's representative; (5) a statement of when and how the person requesting the hearing received notice of the District's action; (6) a concise statement of the ultimate facts alleged, including the specific facts warranting reversal or modification of the District's action; (7) a statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's action; and (8) the relief sought, including precisely what action the requester wishes the agency to take. A request for hearing that does not dispute the material facts on which the District's action is based shall state that no material facts are in dispute, and must contain the information set forth above (with the exception of item (2)), and otherwise comply with Rule 28-106.301(2), F.A.C. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Tampa Service Office, 7601 Highway 301 North, Tampa, Florida 33637-6759 or by facsimile transfer to (813) 367-9776 within twenty-one (21) days of receipt of this notice. Because the administrative hearing process is designed to formulate final agency action, the timely filing of a request for hearing may result in the District's final action being different from its original action. Failure to file a request for hearing within the specified time period shall constitute a waiver of any right any such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., and Rule 28-106.111, F.A.C., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

In accordance with subsection 120.569(1), F.S., the following additional administrative or judicial review may be available. A party who is adversely affected by final agency action may seek review of the action in the appropriate District Court of Appeal pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, within thirty (30) days after the rendering of the final action by the District.

PURSUANT TO SUBSECTION 373.119(3), F.S., AND NOTWITHSTANDING ANY OTHER PROVISION UNDER CHAPTER 120, F.S., PERSONS TO WHOM THE ORDER IS DIRECTED SHALL COMPLY THEREWITH IMMEDIATELY, AND THE TIMELY FILING OF A PETITION SHALL NOT STAY SUCH PERSON'S OBLIGATION TO MAINTAIN SUCH COMPLIANCE DURING THE PENDENCY OF ANY ADMINISTRATIVE PROCEEDING.

**CONSENT AGENDA**

**April 28, 2026**

**Executive Director's Report: Approve Governing Board Minutes – March 24, 2026**

Staff Recommendation:

Approve minutes as presented.

Presenter:

Brian J. Armstrong, P.G., Executive Director



**GOVERNING BOARD MEETING  
TUESDAY, MARCH 24, 2026 – 9:00 A.M.  
7601 U.S. HIGHWAY 301 NORTH, TAMPA FLORIDA 33637  
(813) 985-7481**

Board Members Present

John Mitten, Chair  
Jack Bispham, Vice Chair  
Ashley Bell Barnett, Secretary  
John Hall, Treasurer  
Kelly Rice, Member  
Dustin Rowland, Member  
James Holton, Member  
Robert Stern, Member  
Nancy H. Watkins, Member  
Josh Gamblin, Member\*  
Brian Aungst, Jr., Member

\*Attended via Electronic Media

Board Member(s) Absent

Michelle Williamson, Member  
James Turner, Member

Staff Members

Brian J. Armstrong, Executive Director  
Amanda Rice, Assistant Executive Director  
Chris Tumminia, General Counsel  
Brian Werthmiller, Inspector General  
Jennette Seachrist, Division Director  
Michelle Hopkins, Division Director  
Brian Starford, Division Director  
Brandon Baldwin, Division Director  
Michelle Weaver, Division Director

Board Administrative Support

Virginia Singer, Manager  
Lori Manuel, Administrative Coordinator

**1. Convene Public Meeting**

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting on March 24 at 9:00 a.m., in the Tampa Office at 7601 U.S. Highway 301 North, Tampa, Florida 33637. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at [WaterMatters.org](http://WaterMatters.org).

**1.1 Call to Order**

Chair John Mitten called the meeting to order. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Chair Mitten stated that anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should complete and submit a "Request to Speak" card. He stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. Chair Mitten

also requested that several individuals requesting to speak on the same topic designate a spokesperson. He introduced each member of the Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

**1.2 Oath of Office**

Ms. Virginia Singer, Board and Executive Services Manager, administered the Oath of Office to reappointed Board Member, Mr. Brian Aungst.

**1.3 Invocation and Pledge of Allegiance**

Board Member Kelly Rice offered the invocation and led the Pledge of Allegiance.

**1.4 Employee Recognition**

Chair Mitten recognized Mr. Scott Letasi for his milestone years of service with the District.

**1.5 Additions/Deletions to Agenda**

Mr. Brian Armstrong, Executive Director, stated there were three additions to the Consent agenda:

**Regulation Committee**

**2.7 Approval of Emergency Order No. SWF 26-004 – Declaration of Emergency Regarding the Middle Pool of the Tampa Bypass Canal (Hillsborough County)**

**2.8 Approval of Emergency Order No. SWF 26-006 – Declaration of Emergency Regarding the Peace River Manasota Regional Water Supply Authority’s Use of the Peace River (DeSoto County)**

**2.9 Approval of Emergency Order No. SWF 26-007 – Declaration of Emergency Regarding the City of Punta Gorda’s Use of Shell Creek (Charlotte County)**

**There was good cause to amend the published agenda as allowed by Section 120.525, Florida Statutes.**

**1.6 Public Input for Issues Not Listed on the Published Agenda**

Mr. David Ballard Geddis, Jr., spoke regarding his attendance at the Withlacoochee Water Supply Authority meeting on March 18.

Ms. Terese Brown spoke regarding purchasing property from the District. Mr. Brian Starford, Operations, Lands and Resource Monitoring Division Director, stated that staff will contact Ms. Brown to discuss her request.

**Consent Agenda**

**Finance/Outreach and Planning Committee**

**2.1 Water Conservation Month**

Staff recommended the Board approve and execute Resolution No. 26-01 declaring April 2026 as “Water Conservation Month.”

**Resource Management Committee**

**2.2 Pasco County Magnolia Valley Storage and Wetland Enhancement (N865) – Scope and Cost Revision**

Staff recommended the Board authorize staff to amend the (N865) Pasco County Magnolia Valley Storage and Wetland Enhancement Project to:

1. Revise the Project Description by removing the stormwater storage and wetland enhancement components of the project.
2. Revise the Project Name to Magnolia Valley Flood Protection project.

3. Revise the Measurable Benefit to be "Completion of the design, permitting, and construction of stormwater conveyance improvements within the Magnolia Valley contributing area. Construction will be in accordance with the permitted plans."
4. Reduce the District's funding from \$4,488,450 to \$1,816,822.

**2.3 Knowledge Management: Cooperative Funding Initiative Governing Board Policy**

Staff recommended the Board approve the Cooperative Funding Initiative Governing Board Policy, as revised.

**General Counsel's Report**

**2.4 Authorization to Issue Administrative Complaint and Order – Water Use Permit Violations: Dry Well Complaint – William E. and Judith C. Meek – Water Use Permit No. 7765.006 (Hillsborough County)**

Staff recommended the Board:

1. Authorize District staff to issue an Administrative Complaint and Order to William E. and Judith C. Meek, and any other necessary party to obtain compliance with District rules.
2. Authorize District staff to initiate an action in the Division of Administrative Hearings and/or Circuit Court against William E. and Judith C. Meek, and any other necessary party to recover a civil penalty/administrative fine, enforcement costs, litigation costs, and attorney's fees, if appropriate.
3. Authorize District staff to obtain compliance with the terms of the Administrative Complaint and Order in Circuit Court, if necessary.

**2.5 Approval of Settlement Agreement – Polk Regional Water Cooperative v. Tampa Bay Water and Southwest Florida Water Management District – Water Use Permit No. 20011794.003 – Division of Administrative Hearings Case No. 25-5480**

Staff recommended the Board:

1. Approve the proposed Settlement Agreement.
2. Authorize the General Counsel to execute all documents necessary to implement the Settlement Agreement and to make minor clarifying or technical revisions as needed to correct errors or ensure consistency with the terms of the Agreement.

**Executive Director's Report**

**2.6 Approve Governing Board Minutes – February 24, 2026**

Staff recommended the Board approve minutes as presented.

**Regulation Committee**

**2.7 Approval of Emergency Order No. SWF 26-004 – Declaration of Emergency Regarding the Middle Pool of the Tampa Bypass Canal (Hillsborough County)**

Staff recommended the Board approve the Emergency Order as presented.

**2.8 Approval of Emergency Order No. SWF 26-006 – Declaration of Emergency Regarding the Peace River Manasota Regional Water Supply Authority's Use of the Peace River (DeSoto County)**

Staff recommended the Board approve the Emergency Order as presented.

**2.9 Approval of Emergency Order No. SWF 26-007 – Declaration of Emergency Regarding the City of Punta Gorda's Use of Shell Creek (Charlotte County)**

Staff recommended the Board approve the Emergency Order as presented.

**A motion was made and seconded to approve the amended Consent Agenda. The motion carried unanimously. (Audio – 00:08:45)**

### **Finance/Outreach and Planning Committee**

Treasurer John Hall called the committee to order.

#### **3.1 Consent Item(s) Moved to Discussion - None**

#### **3.2 2026 Legislative Session Update**

Ms. Cara Martin, Government and Legislative Affairs Office Chief, provided information regarding the 2026 Legislative Session. She stated that the Fiscal Year 2027 budget was not passed, so a special session will be called. Ms. Martin summarized the bills that passed during session and those that did not pass. Ms. Martin congratulated the Board Members who received Senate confirmation. Staff responded to questions.

This item was for information only. No action was required.

#### **3.3 Knowledge Management: Administrative Fees Governing Board Policy**

Ms. Peggy Meinhardt, Records Manager, presented an overview of the current policy, explained the statutory authority and summarized proposed changes.

This item was for information only. No action was required.

#### **3.4 Knowledge Management: Records Management Governing Board Policy**

Ms. Peggy Meinhardt, Records Manager, presented an overview of the current policy, explained the statutory authority and summarized proposed changes.

This item was for information only. No action was required.

#### **3.5 Budget Transfer Report**

This item was for information only. No action was required.

### **Regulation Committee**

Board Member James Holton called the committee to order.

#### **4.1 Consent Item(s) Moved to Discussion - None**

#### **4.2 Hydrologic Conditions Report**

Ms. Tamera McBride, P.G., Hydrologic Data Manager, presented the Hydrologic Conditions report. Districtwide rainfall for February was below average, as was the 12-month rainfall total. Provisional rainfall data for March showed short-term improvement but may still result in a deficit when final March rainfall totals become available. Ms. McBride communicated information regarding historic drought conditions from the National Weather Service. Information was presented regarding rainfall, streamflow, groundwater levels, lake levels, public supply reservoirs and climate forecasts. She stated that stored water supplies are in use to offset dry conditions. The Climate Prediction Center's near-term climate forecast for April, May and June indicated chances of above-normal temperatures and precipitation; however, April is anticipated to be relatively dry. The National Weather Service anticipates a probable transition from La Niña to a neutral condition within the next month, then a transition to El Niño conditions in late summer. Staff responded to questions.

This item was for information only. No action was required.

#### **4.3 Consider Water Shortage Order(s) as Necessary**

Ms. April Breton, Water Use Permitting Bureau Chief, presented information that included an overview of the Florida Administrative Code that administer water shortage plans and emergency orders. She explained the factors that are utilized to determine drought conditions within the District.

Ms. Breton summarized the Districtwide hydrologic conditions by regions within the District. She provided an overview of three emergency orders that were approved by the Board. Ms. Breton presented information from January and February of this year indicating total warnings, violations and citations issued by counties within the District. She explained the modified phase III restrictions will be implemented on April 3. Ms. Breton explained the permanent water restrictions in place for the Southern Water Use Caution Area and the Central Florida Water Initiative area. Staff responded to questions and discussion ensued.

A Request to Speak card was received for this item.

Mr. David Ballard Geddis, Jr., spoke regarding the objective of the use of restrictions.

Staff recommended the Board approve Modified Phase III Water Shortage Order No. SWF 25-015.

**A motion was made and seconded to approve staff's recommendation. The motion carried unanimously.** (Audio – 01:04:38)

#### **Resource Management Committee**

No items were presented.

##### **5.1 Consent Item(s) Moved to Discussion - None**

#### **Operations, Lands and Resource Monitoring Committee**

No items were presented.

##### **6.1 Consent Item(s) Moved to Discussion - None**

#### **General Counsel's Report**

##### **7.1 Consent Item(s) Moved to Discussion - None**

##### **7.2 Affirm Governing Board Committee Actions**

**A motion was made and seconded to approve staff's recommendation. The motion carried unanimously.** (Audio – 01:05:23)

#### **Committee/Liaison Reports**

##### **8.1 Industrial, Commercial and Institutional Advisory Committee**

A written summary of the February 10 meeting was provided.

##### **8.2 Public Supply Advisory Committee**

A written summary of the February 10 meeting was provided.

#### **Executive Director's Report**

##### **9.1 Executive Director's Report**

Mr. Brian Armstrong, Executive Director, thanked the Board for their time and attention during the meeting.

#### **Chair's Report**

##### **10.1 Chair's Report**

Chair Mitten asked if the Board had any matters which they would like to present.

Vice Chair Jack Bispham requested that the Board be notified if phase IV water restrictions are considered.

The next meeting is scheduled for Tuesday, April 28 at 9:00 a.m., at the Brooksville office.

**10.2 Employee Milestones**

A written summary was provided.

**Adjournment**

The meeting adjourned at 10:08 a.m.

DRAFT

**Governing Board Meeting**  
**April 28, 2026**

**3. FINANCE/OUTREACH & PLANNING COMMITTEE**

3.1 **Discussion:** Consent Item(s) Moved to Discussion ..... 184

3.2 **Discussion:** Action Item: Investment Strategy Quarterly Update ..... 185

3.3 **Submit & File:** Information Item: Budget Transfer Report ..... 203

3.4 **Submit & File:** Information Item: Office of Inspector General Quarterly Update –  
January 1, 2026 to March 31, 2026 ..... 205

**FINANCE/OUTREACH & PLANNING COMMITTEE**

**April 28, 2026**

**Discussion: Consent Item(s) Moved to Discussion**

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

Michelle Weaver, P.E., Division Director, Employee, Outreach and General Services Division

**FINANCE/OUTREACH & PLANNING COMMITTEE**

**April 28, 2026**

**Discussion: Action Item: Investment Strategy Quarterly Update**

*Purpose*

Provide quarterly update of the investment portfolios.

*Background*

In accordance with Board Policy, *Investments*, a quarterly investment report shall include, but not be limited to, the following:

1. A listing of individual securities by class and type held at the end of the reporting period.
2. Percentage of available funds represented by each investment type.
3. Coupon, discount, or earning rate.
4. Average life or duration and final maturity of all investments.
5. Par value and market value.
6. In addition to the standard gross-of-fee-performance reporting that is presented, net-of-fee performance will be provided by the Investment Manager.
7. A summary of District's investment strategy.
8. The year-end quarterly report ended September 30th will show performance on both a book value and total rate of return basis and will compare the results to the portfolio's performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

*Strategic Plan*

This quarterly update presentation provides the Board with insight into how the District manages its investments and the strategies employed to ensure safety, liquidity, and competitive returns - all in alignment with the District's Strategic Plan.

*Exhibits*

Exhibit 1 – Quarterly Investment Report for Period Ended March 31, 2026

Exhibit 2 – Portfolio Holdings Report

Staff Recommendation:

Accept and place on file the District's Quarterly Investment Reports for the quarter ended March 31, 2026.

Presenter:

John F. Grady III, Managing Director, Public Trust Advisors, LLC

Quarterly Investment Report for Period Ended March 31, 2026

Southwest Florida  
*Water Management District*



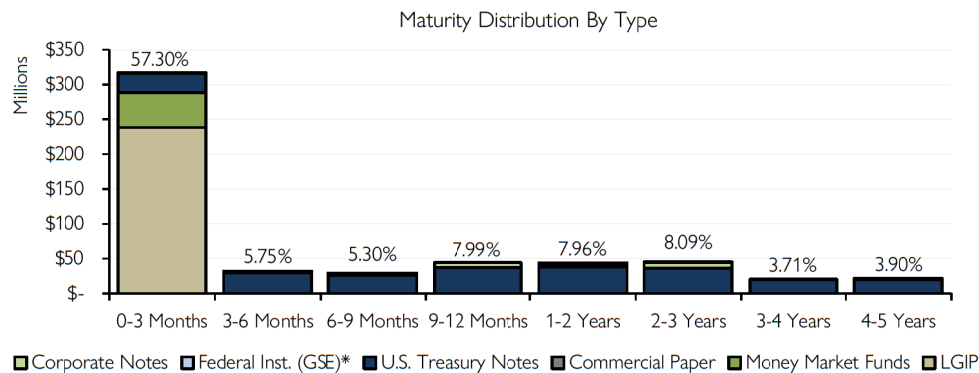
Southwest Florida Water Management District Investment Program Review  
2379 Broad Street  
Brooksville, FL 34604-6899

Public Trust Advisors LLC  
7380 Sand Lake Road, Suite 650  
Orlando, Florida 32819

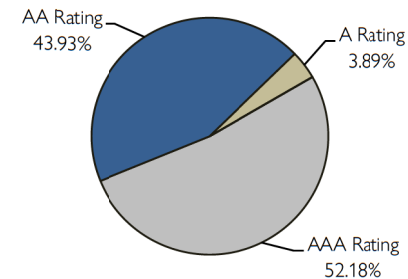
Southwest Florida Water Management District All Assets Summary Comparison for the period January 1, 2026 to March 31, 2026

Southwest Florida Water Management District All Assets Portfolio	January 1, 2026 Beginning Balance	March 31, 2026 Ending Balance	Portfolio Characteristics	January 1, 2026 Beginning Balance	March 31, 2026 Ending Balance
Book Value Plus Accrued	\$ 572,442,968	\$ 553,869,699	Weighted Book Yield <sup>(1)</sup>	3.95%	3.87%
Net Unrealized Gain/Loss	1,656,840	311,642	Weighted Market Yield <sup>(1)</sup>	3.76%	3.79%
Net Pending Transactions	18,345	126,066	Weighted Duration <sup>(1)</sup>	0.73 Years	0.69 Years
<b>Market Value Plus Accrued Net</b>	<b>\$ 574,118,153</b>	<b>\$ 554,307,407</b>			

Individual Portfolio Characteristics	January 1, 2026 Beginning Balance	March 31, 2026 Ending Balance	March 31, 2026 Monthly Earnings	March 31, 2026 Quarterly Earnings	March 31, 2026 YTD Earnings
Liquid Portfolio (FLPRIME)	\$ 146,890,973	\$ 110,829,210	\$ 377,017	\$ 1,288,626	\$ 2,173,799
Large Scale Projects Liquid Portfolio (FLPRIME)	112,725,941	127,193,396	400,671	1,083,092	2,285,949
Large Scale Projects Investment Portfolio	173,542,778	174,948,527	557,562	1,631,115	3,407,707
Short Term 1-3 Year	62,542,326	62,755,215	220,103	635,613	1,398,412
Medium Term 1-5 Year	62,282,529	62,434,340	226,167	660,089	1,478,561
Long Term 3-5 Year	16,133,606	16,146,719	79,852	201,942	412,200
<b>Market Value Plus Accrued Net</b>	<b>\$ 574,118,153</b>	<b>\$ 554,307,407</b>	<b>\$ 1,861,372</b>	<b>\$ 5,500,477</b>	<b>\$ 11,156,628</b>
		Less Advisory Fees:	\$ (8,766)	\$ (25,428)	\$ (52,009)
		<b>Total Earnings Net of Fees</b>	<b>\$ 1,852,606</b>	<b>\$ 5,475,049</b>	<b>\$ 11,104,619</b>
		Blended Basis Fee (Annualized)	0.01899%	0.01836%	0.01878%



Portfolio Allocation By Standard and Pooors' Rating



(1) Yield calculations based on weighted average yields of individual investment portfolios and provided by the District. FLPrime rate is based on Participant Yield provided by District. See additional disclosures for footnotes.

Source: Clearwater Analytics, Southwest Florida Water Management District

## Additional Disclosure

This presentation is not an advertisement of Public Trust Advisors advisory services. It is a one-on-one discussion to review your account performance and holdings for a specific period of time. This is not intended for a broader audience and should only be distributed within the client's organization.

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Public Trust Advisors  
717 17th Street, Suite 1850



# Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
<b>CASH</b>											
Receivable	03/31/26	--	126,066.03	\$126,066.03	\$126,066.03	\$126,066.03	\$0.00	0.04%	N	0.00%	AAA
CCYUSD	03/31/26	--		\$126,066.03	1.00	\$0.00			--	0.00%	Aaa
0.00%	0.00									0.00%	
<b>CASH TOTAL</b>	<b>03/31/26</b>	<b>--</b>	<b>126,066.03</b>	<b>\$126,066.03</b>	<b>\$126,066.03</b>	<b>\$126,066.03</b>	<b>\$0.00</b>	<b>0.04%</b>	<b>N</b>	<b>0.00%</b>	<b>AAA</b>
	<b>03/31/26</b>	<b>--</b>		<b>\$126,066.03</b>	<b>1.00</b>	<b>\$0.00</b>			<b>--</b>	<b>0.00%</b>	<b>Aaa</b>
	<b>0.00</b>									<b>0.00%</b>	
<b>MMFUND</b>											
FEDERATED HRMS	03/31/26	--	50,098,299.43	\$50,098,299.43	\$50,098,299.43	\$50,098,299.43	\$0.00	15.84%	N	3.52%	AAAm
GV O INST	03/31/26	--		\$50,098,299.43	1.00	\$0.00			--	--	Aaa
60934N104	0.00									--	
3.52%											
<b>MMFUND TOTAL</b>	<b>03/31/26</b>	<b>--</b>	<b>50,098,299.43</b>	<b>\$50,098,299.43</b>	<b>\$50,098,299.43</b>	<b>\$50,098,299.43</b>	<b>\$0.00</b>	<b>15.84%</b>	<b>N</b>	<b>3.52%</b>	<b>AAAm</b>
	<b>03/31/26</b>	<b>--</b>		<b>\$50,098,299.43</b>	<b>1.00</b>	<b>\$0.00</b>			<b>--</b>	<b>--</b>	<b>Aaa</b>
	<b>0.00</b>									<b>--</b>	
<b>US GOV</b>											
UNITED STATES	04/30/26	05/01/23	12,500,000.00	\$11,986,816.41	\$12,486,816.41	\$12,611,471.10	\$1,193.71	3.99%	N	3.84%	AA+
TREASURY	04/30/26	05/03/23		\$12,485,622.70	99.89	\$124,654.70			--	3.62%	Aa1
9128286S4	0.08									--	
2.38%											
UNITED STATES	04/30/26	07/08/21	2,450,000.00	2,454,210.94	2,444,305.66	2,452,021.13	(5,765.78)	0.78%	N	0.71%	AA+
TREASURY	04/30/26	07/09/21		2,450,071.45	99.77	7,715.47			--	3.55%	Aa1
91282CBW0	0.08									--	
0.75%											
UNITED STATES	05/15/26	06/22/23	2,695,000.00	2,638,152.34	2,694,947.36	2,731,919.86	2,455.53	0.86%	N	4.41%	AA+
TREASURY	05/15/26	06/26/23		2,692,491.83	100.00	36,972.50			--	3.59%	Aa1
91282CHB0	0.12									--	
3.63%											
UNITED STATES	06/15/26	06/22/23	10,300,000.00	10,229,589.82	10,310,058.59	10,434,953.17	15,176.33	3.30%	N	4.37%	AA+
TREASURY	06/15/26	06/26/23		10,294,882.26	100.10	124,894.57			--	3.61%	Aa1
91282CHH7	0.21									--	
4.13%											

189



## Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CCJ8 0.88%	06/30/26 06/30/26 0.25	07/22/21 07/23/21	860,000.00	866,853.13 860,350.63	853,986.72 99.30	855,878.36 1,891.64	(6,363.91)	0.27%	N --	0.71% 3.67% --	AA+ Aa1
UNITED STATES TREASURY 91282CHM6 4.50%	07/15/26 07/15/26 0.29	-- --	13,350,000.00	13,321,972.66 13,347,127.58	13,380,246.09 100.23	13,506,370.40 126,124.31	33,118.51	4.27%	N --	4.58% 3.68% --	AA+ Aa1
UNITED STATES TREASURY 91282CHU8 4.38%	08/15/26 08/15/26 0.37	08/29/23 08/30/23	8,980,000.00	8,929,136.72 8,973,278.32	9,000,169.92 100.22	9,049,007.97 48,838.05	26,891.60	2.86%	N --	4.58% 3.75% --	AA+ Aa1
UNITED STATES TREASURY 91282CCW9 0.75%	08/31/26 08/31/26 0.41	10/27/21 10/28/21	5,225,000.00	5,131,317.38 5,216,812.17	5,160,912.11 98.77	5,164,319.72 3,407.61	(55,900.06)	1.63%	N --	1.13% 3.74% --	AA+ Aa1
UNITED STATES TREASURY 91282CHY0 4.63%	09/15/26 09/15/26 0.45	03/07/24 03/11/24	720,000.00	724,078.13 720,779.11	722,925.00 100.41	724,463.32 1,538.32	2,145.89	0.23%	N --	4.38% 3.71% --	AA+ Aa1
UNITED STATES TREASURY 91282CCZ2 0.88%	09/30/26 09/30/26 0.49	10/27/21 10/28/21	2,090,000.00	2,063,303.51 2,087,237.25	2,060,772.66 98.60	2,060,822.62 49.97	(26,464.60)	0.65%	N --	1.14% 3.72% --	AA+ Aa1
UNITED STATES TREASURY 91282CJC6 4.63%	10/15/26 10/15/26 0.52	11/03/23 11/06/23	3,215,000.00	3,213,995.31 3,214,874.25	3,230,133.11 100.47	3,298,760.99 68,627.88	15,258.85	1.04%	N --	4.63% 3.74% --	AA+ Aa1
UNITED STATES TREASURY 912828U24 2.00%	11/15/26 11/15/26 0.61	-- --	14,125,000.00	13,219,097.65 13,932,061.25	13,975,197.75 98.94	14,082,110.74 106,912.98	43,136.50	4.45%	N --	4.25% 3.73% --	AA+ Aa1
UNITED STATES TREASURY 91282CJK8 4.63%	11/15/26 11/15/26 0.60	12/06/23 12/08/23	6,675,000.00	6,727,669.92 6,686,810.70	6,709,809.08 100.52	6,826,644.63 116,835.55	22,998.38	2.16%	N --	4.33% 3.77% --	AA+ Aa1



# Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CJT9 4.00%	01/15/27 01/15/27 0.77	02/01/24 02/02/24	12,000,000.00	12,012,656.25 12,003,631.44	12,024,843.75 100.21	12,125,617.23 100,773.48	21,212.31	3.83%	N --	3.96% 3.73% --	AA+ Aa1
UNITED STATES TREASURY 912828V98 2.25%	02/15/27 02/15/27 0.86	-- --	4,515,000.00	4,246,778.32 4,431,782.06	4,457,239.75 98.72	4,469,868.03 12,628.28	25,457.69	1.41%	N --	4.42% 3.74% --	AA+ Aa1
UNITED STATES TREASURY 91282CKA8 4.13%	02/15/27 02/15/27 0.85	03/07/24 03/11/24	11,300,000.00	11,246,589.84 11,283,634.55	11,335,753.91 100.32	11,393,697.62 57,943.72	52,119.36	3.60%	N --	4.30% 3.75% --	AA+ Aa1
UNITED STATES TREASURY 91282CEC1 1.88%	02/28/27 02/28/27 0.89	03/09/22 03/11/22	2,075,000.00	2,075,972.66 2,075,193.25	2,040,389.65 98.33	2,043,772.80 3,383.15	(34,803.61)	0.65%	N --	1.86% 3.74% --	AA+ Aa1
UNITED STATES TREASURY 91282CKE0 4.25%	03/15/27 03/15/27 0.93	04/04/24 04/05/24	5,430,000.00	5,393,092.97 5,417,641.99	5,456,513.67 100.49	5,467,174.47 10,660.80	38,871.68	1.73%	N --	4.50% 3.72% --	AA+ Aa1
UNITED STATES TREASURY 91282CEF4 2.50%	03/31/27 03/31/27 0.98	04/27/22 04/28/22	1,865,000.00	1,841,031.84 1,859,899.59	1,843,435.94 98.84	1,843,563.33 127.39	(16,463.65)	0.58%	N --	2.78% 3.69% --	AA+ Aa1
UNITED STATES TREASURY 91282CEN7 2.75%	04/30/27 04/30/27 1.04	08/29/22 08/30/22	1,275,000.00	1,244,071.29 1,267,439.66	1,261,378.42 98.93	1,276,100.79 14,722.38	(6,061.24)	0.40%	N --	3.31% 3.76% --	AA+ Aa1
UNITED STATES TREASURY 91282CKR1 4.50%	05/15/27 05/15/27 1.07	01/08/25 01/09/25	1,375,000.00	1,380,961.91 1,377,953.62	1,385,285.64 100.75	1,408,702.43 23,416.78	7,332.02	0.45%	N --	4.30% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CET4 2.63%	05/31/27 05/31/27 1.13	06/09/22 06/10/22	2,300,000.00	2,254,988.29 2,288,866.52	2,269,318.36 98.67	2,289,553.94 20,235.58	(19,548.16)	0.72%	N --	3.05% 3.80% --	AA+ Aa1

191



# Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CKV2 4.63%	06/15/27 06/15/27 1.15	11/19/24 11/20/24	2,700,000.00	2,725,312.50 2,712,250.78	2,725,681.64 100.95	2,762,389.40 36,707.76	13,430.86	0.87%	N --	4.23% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CEW7 3.25%	06/30/27 06/30/27 1.20	11/19/24 11/20/24	2,700,000.00	2,635,242.19 2,668,225.03	2,681,648.44 99.32	2,703,707.14 22,058.70	13,423.40	0.85%	N --	4.23% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CKZ3 4.38%	07/15/27 07/15/27 1.24	11/19/24 11/20/24	2,700,000.00	2,708,859.38 2,704,493.91	2,718,931.64 100.70	2,743,731.36 24,799.72	14,437.73	0.87%	N --	4.24% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 9128282R0 2.25%	08/15/27 08/15/27 1.34	08/29/22 08/30/22	3,800,000.00	3,619,054.69 3,746,865.94	3,720,511.72 97.91	3,731,140.17 10,628.45	(26,354.22)	1.18%	N --	3.30% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91282CLG4 3.75%	08/15/27 08/15/27 1.33	-- --	2,600,000.00	2,575,167.97 2,586,968.62	2,597,105.47 99.89	2,609,225.63 12,120.17	10,136.85	0.82%	N --	4.13% 3.83% --	AA+ Aa1
UNITED STATES TREASURY 91282CAL5 0.38%	09/30/27 09/30/27 1.47	11/28/22 11/29/22	3,800,000.00	3,211,296.89 3,605,795.11	3,610,445.31 95.01	3,610,484.25 38.93	4,650.20	1.14%	N --	3.92% 3.83% --	AA+ Aa1
UNITED STATES TREASURY 91282CLQ2 3.88%	10/15/27 10/15/27 1.46	10/01/25 10/02/25	1,275,000.00	1,282,918.95 1,281,047.09	1,275,971.19 100.08	1,298,774.08 22,802.88	(5,075.90)	0.41%	N --	3.56% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91282CLX7 4.13%	11/15/27 11/15/27 1.54	-- --	2,500,000.00	2,505,833.01 2,504,746.91	2,510,937.50 100.44	2,549,965.47 39,027.97	6,190.59	0.81%	N --	4.00% 3.84% --	AA+ Aa1
UNITED STATES TREASURY 91282CFZ9 3.88%	11/30/27 11/30/27 1.58	01/26/23 01/30/23	4,200,000.00	4,253,812.50 4,219,651.53	4,202,953.13 100.07	4,257,501.20 54,548.08	(16,698.41)	1.35%	N --	3.58% 3.83% --	AA+ Aa1

191



# Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CMB4 4.00%	12/15/27 12/15/27 1.62	01/08/25 01/09/25	725,000.00	718,373.04 721,055.99	727,053.22 100.28	735,577.95 8,524.73	5,997.23	0.23%	N --	4.33% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91282CBB6 0.63%	12/31/27 12/31/27 1.71	03/09/23 03/13/23	700,000.00	591,472.66 657,961.27	662,347.66 94.62	663,447.45 1,099.79	4,386.39	0.21%	N --	4.23% 3.83% --	AA+ Aa1
UNITED STATES TREASURY 91282CMF5 4.25%	01/15/28 01/15/28 1.70	02/04/25 02/05/25	2,950,000.00	2,949,769.53 2,949,898.49	2,971,203.13 100.72	2,997,524.95 26,321.82	21,304.64	0.95%	N --	4.25% 3.83% --	AA+ Aa1
UNITED STATES TREASURY 91282CGH8 3.50%	01/31/28 01/31/28 1.75	05/01/23 05/03/23	775,000.00	768,945.31 772,548.81	770,670.90 99.44	775,166.75 4,495.86	(1,877.91)	0.25%	N --	3.68% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91282CMN8 4.25%	02/15/28 02/15/28 1.78	03/04/25 03/05/25	1,400,000.00	1,412,687.50 1,408,246.57	1,410,964.84 100.78	1,418,361.25 7,396.41	2,718.28	0.45%	N --	3.92% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CGP0 4.00%	02/29/28 02/29/28 1.82	04/02/25 04/03/25	350,000.00	350,792.97 350,538.38	351,209.96 100.35	352,427.35 1,217.39	671.58	0.11%	N --	3.92% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CBS9 1.25%	03/31/28 03/31/28 1.94	05/01/23 05/03/23	2,415,000.00	2,154,255.47 2,303,292.11	2,297,032.91 95.12	2,297,115.39 82.48	(6,259.20)	0.73%	N --	3.67% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CGT2 3.63%	03/31/28 03/31/28 1.91	-- --	3,575,000.00	3,536,832.03 3,552,252.52	3,562,641.11 99.65	3,562,995.19 354.08	10,388.60	1.13%	N --	3.96% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CMW8 3.75%	04/15/28 04/15/28 1.91	05/01/25 05/05/25	2,480,000.00	2,483,778.13 2,482,686.58	2,476,996.88 99.88	2,519,919.95 42,923.08	(5,689.70)	0.80%	N --	3.69% 3.81% --	AA+ Aa1

193



## Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CND9 3.75%	05/15/28 05/15/28 2.00	06/04/25 06/05/25	2,025,000.00	2,020,649.41 2,021,843.07	2,022,389.65 99.87	2,051,128.43 28,738.78	546.58	0.65%	N --	3.83% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CHE4 3.63%	05/31/28 05/31/28 2.04	06/04/25 06/05/25	2,025,000.00	2,013,372.07 2,016,452.42	2,017,406.25 99.63	2,042,009.44 24,603.19	953.83	0.65%	N --	3.83% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CNH0 3.88%	06/15/28 06/15/28 2.08	07/31/25 08/01/25	2,650,000.00	2,650,000.00 2,650,000.00	2,654,140.63 100.16	2,684,326.24 30,185.61	4,140.63	0.85%	N --	3.87% 3.80% --	AA+ Aa1
UNITED STATES TREASURY 91282CHK0 4.00%	06/30/28 06/30/28 2.12	-- --	2,625,000.00	2,615,412.12 2,621,188.10	2,636,484.38 100.44	2,662,879.40 26,395.03	15,296.28	0.84%	N --	4.07% 3.79% --	AA+ Aa1
UNITED STATES TREASURY 91282CHQ7 4.13%	07/31/28 07/31/28 2.20	08/27/25 08/28/25	2,875,000.00	2,916,215.82 2,908,288.12	2,895,214.84 100.70	2,914,871.27 19,656.42	(13,073.28)	0.92%	N --	3.60% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CCV1 1.13%	08/31/28 08/31/28 2.34	-- --	2,725,000.00	2,294,109.38 2,499,677.58	2,557,561.52 93.86	2,560,227.28 2,665.76	57,883.94	0.81%	N --	4.80% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CNY3 3.38%	09/15/28 09/15/28 2.33	-- --	2,525,000.00	2,510,511.72 2,512,746.14	2,499,158.20 98.98	2,503,094.94 3,936.74	(13,587.94)	0.79%	N --	3.58% 3.81% --	AA+ Aa1
UNITED STATES TREASURY 91282CPC9 3.50%	10/15/28 10/15/28 2.37	10/30/25 10/31/25	900,000.00	897,328.13 897,697.70	893,144.53 99.24	907,682.99 14,538.46	(4,553.17)	0.29%	N --	3.61% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91281OFF0 5.25%	11/15/28 11/15/28 2.40	12/06/23 12/08/23	1,330,000.00	1,396,084.37 1,366,755.97	1,377,589.06 103.58	1,404,014.55 26,425.48	10,833.09	0.44%	N --	4.13% 3.80% --	AA+ Aa1



# Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CPK1 3.50%	11/15/28 11/15/28 2.45	12/01/25 12/02/25	2,900,000.00	2,896,261.72 2,896,686.78	2,876,890.63 99.20	2,915,303.61 38,412.98	(19,796.16)	0.92%	N --	3.55% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 9128285M8 3.13%	11/15/28 11/15/28 2.46	01/06/26 01/07/26	575,000.00	568,733.40 569,230.38	565,139.65 98.29	571,939.98 6,800.33	(4,090.73)	0.18%	N --	3.53% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91282CDP3 1.38%	12/31/28 12/31/28 2.65	02/01/24 02/02/24	1,425,000.00	1,271,478.52 1,335,614.45	1,334,935.55 93.68	1,339,861.05 4,925.50	(678.90)	0.42%	N --	3.80% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91282CPT2 3.50%	01/15/29 01/15/29 2.62	02/03/26 02/04/26	965,000.00	960,966.60 961,173.49	956,895.51 99.16	963,986.39 7,090.88	(4,277.98)	0.30%	N --	3.65% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91282CDW8 1.75%	01/31/29 01/31/29 2.72	-- --	2,300,000.00	2,047,691.41 2,146,128.27	2,172,781.25 94.47	2,179,452.52 6,671.27	26,652.98	0.69%	N --	4.28% 3.83% --	AA+ Aa1
UNITED STATES TREASURY 91282CKD2 4.25%	02/28/29 02/28/29 2.71	03/07/24 03/11/24	150,000.00	151,007.81 150,616.14	151,746.09 101.16	152,300.44 554.35	1,129.95	0.05%	N --	4.10% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91282CKG5 4.13%	03/31/29 03/31/29 2.80	-- --	3,570,000.00	3,621,048.04 3,620,706.11	3,600,400.78 100.85	3,600,803.14 402.36	(20,305.33)	1.14%	N --	3.62% 3.82% --	AA+ Aa1
UNITED STATES TREASURY 91282CKP5 4.63%	04/30/29 04/30/29 2.80	12/24/24 12/26/24	375,000.00	377,373.05 376,742.88	383,540.04 102.28	390,822.50 7,282.46	6,797.16	0.12%	N --	4.46% 3.83% --	AA+ Aa1
UNITED STATES TREASURY 91282CEM9 2.88%	04/30/29 04/30/29 2.88	01/29/25 01/30/25	615,000.00	580,478.32 589,377.93	597,991.41 97.23	605,415.58 7,424.17	8,613.48	0.19%	N --	4.33% 3.83% --	AA+ Aa1

195



# Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CKT7 4.50%	05/31/29 05/31/29 2.89	12/24/24 12/26/24	650,000.00	650,939.45 650,704.04	662,720.70 101.96	672,524.27 9,803.57	12,016.66	0.21%	N --	4.46% 3.84% --	AA+ Aa1
UNITED STATES TREASURY 91282CEV9 3.25%	06/30/29 06/30/29 3.03	05/01/25 05/05/25	725,000.00	710,443.36 713,450.59	712,029.30 98.21	717,952.47 5,923.17	(1,421.29)	0.23%	N --	3.78% 3.84% --	AA+ Aa1
UNITED STATES TREASURY 91282CKX8 4.25%	06/30/29 06/30/29 2.98	01/29/25 01/30/25	615,000.00	612,645.70 613,240.97	622,687.50 101.25	629,257.98 6,570.48	9,446.53	0.20%	N --	4.35% 3.84% --	AA+ Aa1
UNITED STATES TREASURY 91282CLC3 4.00%	07/31/29 07/31/29 3.08	12/05/24 12/06/24	1,290,000.00	1,284,608.20 1,286,075.86	1,295,996.48 100.46	1,304,548.97 8,552.49	9,920.63	0.41%	N --	4.10% 3.85% --	AA+ Aa1
UNITED STATES TREASURY 91282CLK5 3.63%	08/31/29 08/31/29 3.17	01/29/25 01/30/25	470,000.00	456,120.31 459,413.72	466,511.72 99.26	467,993.24 1,481.52	7,097.99	0.15%	N --	4.34% 3.86% --	AA+ Aa1
UNITED STATES TREASURY 91282CFL0 3.88%	09/30/29 09/30/29 3.24	-- --	2,895,000.00	2,844,393.16 2,857,362.67	2,895,791.60 100.03	2,896,098.11 306.51	38,428.93	0.92%	N --	4.28% 3.87% --	AA+ Aa1
UNITED STATES TREASURY 91282CLR0 4.13%	10/31/29 10/31/29 3.25	-- --	2,070,000.00	2,056,568.56 2,059,915.26	2,087,303.91 100.84	2,123,157.22 35,853.31	27,388.65	0.67%	N --	4.27% 3.87% --	AA+ Aa1
UNITED STATES TREASURY 91282CFT3 4.00%	10/31/29 10/31/29 3.26	12/24/24 12/26/24	635,000.00	621,927.93 625,100.26	637,629.30 100.41	648,294.49 10,665.19	12,529.03	0.20%	N --	4.48% 3.87% --	AA+ Aa1
UNITED STATES TREASURY 91282YS3 1.75%	11/15/29 11/15/29 3.43	-- --	1,150,000.00	1,026,855.47 1,057,026.18	1,069,140.63 92.97	1,076,756.99 7,616.37	12,114.44	0.34%	N --	4.18% 3.85% --	AA+ Aa1

196



## Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CMA6 4.13%	11/30/29 11/30/29 3.33	-- --	1,335,000.00	1,319,603.71 1,323,193.55	1,346,211.91 100.84	1,364,669.02 18,457.11	23,018.37	0.43%	N --	4.39% 3.88% --	AA+ Aa1
UNITED STATES TREASURY 91282CFY2 3.88%	11/30/29 11/30/29 3.35	03/04/25 03/05/25	1,640,000.00	1,631,992.19 1,633,741.79	1,640,064.06 100.00	1,661,363.79 21,299.73	6,322.28	0.53%	N --	3.99% 3.87% --	AA+ Aa1
UNITED STATES TREASURY 91282CMD0 4.38%	12/31/29 12/31/29 3.40	01/29/25 01/30/25	495,000.00	495,328.71 495,269.28	503,449.80 101.71	508,893.78 5,443.97	8,180.53	0.16%	N --	4.36% 3.88% --	AA+ Aa1
UNITED STATES TREASURY 91282CGB1 3.88%	12/31/29 12/31/29 3.43	04/02/25 04/03/25	600,000.00	597,656.25 598,135.84	599,835.94 99.97	605,680.55 5,844.61	1,700.10	0.19%	N --	3.97% 3.88% --	AA+ Aa1
UNITED STATES TREASURY 912828Z94 1.50%	02/15/30 02/15/30 3.70	03/04/25 03/05/25	1,020,000.00	906,405.47 929,232.14	933,618.75 91.53	935,520.68 1,901.93	4,386.61	0.30%	N --	4.00% 3.87% --	AA+ Aa1
UNITED STATES TREASURY 91282CMU2 4.00%	03/31/30 03/31/30 3.67	-- --	1,925,000.00	1,932,542.97 1,931,457.46	1,932,218.75 100.38	1,932,429.13 210.38	761.29	0.61%	N --	3.91% 3.90% --	AA+ Aa1
UNITED STATES TREASURY 91282CGS4 3.63%	03/31/30 03/31/30 3.69	05/01/25 05/05/25	325,000.00	322,575.20 322,998.34	321,724.61 98.99	321,756.80 32.19	(1,273.73)	0.10%	N --	3.79% 3.90% --	AA+ Aa1
UNITED STATES TREASURY 91282CMZ1 3.88%	04/30/30 04/30/30 3.68	-- --	2,000,000.00	1,995,046.88 1,995,798.40	1,998,203.13 99.91	2,030,744.56 32,541.44	2,404.72	0.64%	N --	3.93% 3.90% --	AA+ Aa1
UNITED STATES TREASURY 91282CGZ8 3.50%	04/30/30 04/30/30 3.71	-- --	1,850,000.00	1,832,302.74 1,834,605.72	1,822,322.27 98.50	1,849,510.11 27,187.85	(12,283.46)	0.58%	N --	3.72% 3.90% --	AA+ Aa1



# Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 912828ZQ6 0.63%	05/15/30 05/15/30 3.99	06/04/25 06/05/25	1,025,000.00	874,052.74 897,195.47	897,875.98 87.60	900,300.44 2,424.46	680.51	0.28%	N --	3.93% 3.91% --	AA+ Aa1
UNITED STATES TREASURY 91282CNG2 4.00%	05/31/30 05/31/30 3.76	07/01/25 07/02/25	200,000.00	201,421.87 201,226.64	200,718.75 100.36	203,400.07 2,681.32	(507.89)	0.06%	N --	3.84% 3.90% --	AA+ Aa1
UNITED STATES TREASURY 91282CHF1 3.75%	05/31/30 05/31/30 3.78	08/27/25 08/28/25	200,000.00	200,429.69 200,387.71	198,828.13 99.41	201,341.86 2,513.74	(1,559.59)	0.06%	N --	3.70% 3.90% --	AA+ Aa1
UNITED STATES TREASURY 91282CNK3 3.88%	06/30/30 06/30/30 3.85	07/31/25 08/01/25	550,000.00	548,367.19 548,583.56	549,248.05 99.86	554,605.61 5,357.56	664.49	0.18%	N --	3.94% 3.91% --	AA+ Aa1
UNITED STATES TREASURY 91282CNN7 3.88%	07/31/30 07/31/30 3.93	10/01/25 10/02/25	1,015,000.00	1,023,167.58 1,022,430.83	1,013,453.71 99.85	1,019,972.70 6,518.99	(8,977.11)	0.32%	N --	3.69% 3.91% --	AA+ Aa1
UNITED STATES TREASURY 91282CAE1 0.63%	08/15/30 08/15/30 4.23	-- --	1,005,000.00	865,730.67 880,581.07	872,818.95 86.85	873,599.76 780.82	(7,762.12)	0.28%	N --	3.72% 3.92% --	AA+ Aa1
UNITED STATES TREASURY 91282CNX5 3.63%	08/31/30 08/31/30 4.03	10/30/25 10/31/25	1,450,000.00	1,444,562.50 1,445,047.97	1,432,441.41 98.79	1,437,012.06 4,570.65	(12,606.57)	0.45%	N --	3.71% 3.93% --	AA+ Aa1
UNITED STATES TREASURY 91282CJG7 4.88%	10/31/30 10/31/30 4.01	02/03/26 02/04/26	1,850,000.00	1,933,539.06 1,931,102.74	1,922,193.36 103.90	1,960,062.14 37,868.78	(8,909.38)	0.62%	N --	3.82% 3.94% --	AA+ Aa1
UNITED STATES TREASURY 91282CAV3 0.88%	11/15/30 11/15/30 4.43	-- --	2,850,000.00	2,492,867.18 2,511,671.80	2,484,955.08 87.19	2,494,392.75 9,437.67	(26,716.72)	0.79%	N --	3.69% 3.93% --	AA+ Aa1

198



## Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CJM4 4.38%	11/30/30 11/30/30 4.14	12/01/25 12/02/25	1,225,000.00	1,263,616.22 1,261,272.80	1,247,394.53 101.83	1,265,357.27 17,962.74	(13,878.27)	0.40%	N --	3.68% 3.94% --	AA+ Aa1
UNITED STATES TREASURY 91282CPW5 3.75%	01/31/31 01/31/31 4.35	03/03/26 03/04/26	1,900,000.00	1,908,757.81 1,908,638.93	1,884,042.97 99.16	1,895,852.36 11,809.39	(24,595.96)	0.60%	N --	3.65% 3.94% --	AA+ Aa1
UNITED STATES TREASURY 91282CBL4 1.13%	02/15/31 02/15/31 4.65	03/03/26 03/04/26	1,150,000.00	1,020,804.69 1,022,663.99	1,008,451.17 87.69	1,010,059.42 1,608.25	(14,212.82)	0.32%	N --	3.62% 3.92% --	AA+ Aa1
<b>US GOV TOTAL</b>	<b>10/10/27 10/10/27 1.44</b>	<b>-- --</b>		<b>\$230,550,737.35 \$233,555,418.94</b>	<b>\$233,832,038.58 99.31</b>	<b>\$235,719,477.97 \$1,887,439.39</b>	<b>\$276,619.64</b>	<b>74.53%</b>	<b>N --</b>	<b>3.92% 3.77% --</b>	<b>AA+ Aa1</b>
<b>MUNI</b>											
CONNECTICUT ST 20772KTH2 5.05%	05/15/26 05/15/26 0.12	06/01/23 06/22/23	1,195,000.00	\$1,211,024.95 \$1,195,710.68	\$1,196,814.40 100.15	\$1,219,612.34 \$22,797.94	\$1,103.72	0.39%	N --	4.55% 3.65% --	AA- Aa2
HAWAII ST 419792L95 4.59%	10/01/26 10/01/26 0.48	12/07/23 12/19/23	985,000.00	985,000.00 985,000.00	989,052.06 100.41	1,011,647.96 22,595.90	4,052.06	0.32%	N --	4.58% 3.73% --	AA+ Aa2
NEW YORK CITY 64966QC99 3.86%	05/01/27 05/01/27 1.04	05/20/22 05/26/22	1,170,000.00	1,170,000.00 1,170,000.00	1,168,305.86 99.86	1,187,133.11 18,827.25	(1,694.14)	0.38%	N --	3.86% 3.99% --	AA Aa2
CONNECTICUT ST 20772KTJ8 5.05%	05/15/27 05/15/27 1.07	06/01/23 06/22/23	570,000.00	580,944.00 573,347.23	577,440.07 101.31	588,314.40 10,874.33	4,092.83	0.19%	N --	4.51% 3.84% --	AA- Aa2
OKLAHOMA CITY WATER UTILITIES TRUST 67865EAE2 3.50%	07/01/27 07/01/27 1.20	07/08/22 07/26/22	1,050,000.00	1,050,000.00 1,050,000.00	1,046,297.70 99.65	1,055,482.57 9,184.88	(3,702.30)	0.33%	N --	3.50% 3.78% --	AAA Aaa



## Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
HAWAII ST 419792M29 5.00%	10/01/27 10/01/27 1.41	12/07/23 12/19/23	90,000.00	91,514.70 90,628.76	91,474.17 101.64	93,724.17 2,250.00	845.41	0.03%	N --	4.51% 3.86% --	AA+ Aa2
HAWAII ST 419792M37 5.00%	10/01/28 10/01/28 2.28	12/07/23 12/19/23	260,000.00	265,306.60 262,905.04	266,562.76 102.52	273,062.76 6,500.00	3,657.72	0.09%	N --	4.52% 3.93% --	AA+ Aa2
<b>MUNI TOTAL</b>	<b>02/14/27 02/14/27 0.83</b>	<b>-- --</b>	<b>5,320,000.00</b>	<b>\$5,353,790.25 \$5,327,591.71</b>	<b>\$5,335,947.02 100.31</b>	<b>\$5,428,977.33 \$93,030.30</b>	<b>\$8,355.31</b>	<b>1.72%</b>	<b>N --</b>	<b>4.19% 3.80% --</b>	<b>AA Aa2</b>
<b>CORP</b>											
JOHN DEERE CAPITAL CORP 24422EXD6 5.15%	09/08/26 09/08/26 0.43	09/05/23 09/08/23	2,555,000.00	\$2,553,185.95 \$2,554,760.60	\$2,567,991.98 100.51	\$2,576,398.64 \$8,406.66	\$13,231.38	0.81%	N --	5.17% 3.95% --	A A1
HOME DEPOT INC 437076CV2 4.95%	08/30/26 09/30/26 0.41	11/27/23 12/04/23	2,080,000.00	2,075,444.80 2,079,165.47	2,087,928.73 100.38	2,088,214.73 286.00	8,763.26	0.66%	Y 08/30/26	5.03% 4.17% 4.02%	A A2
ELI LILLY AND CO 532457CJ5 4.50%	01/09/27 02/09/27 0.77	02/07/24 02/09/24	6,860,000.00	6,856,364.20 6,859,006.34	6,885,362.92 100.37	6,929,952.92 44,590.00	26,356.58	2.19%	Y 01/09/27	4.52% 4.05% 4.01%	A+ Aa3
JOHN DEERE CAPITAL CORP 24422EXZ7 4.65%	01/07/28 01/07/28 1.67	01/06/25 01/09/25	2,030,000.00	2,029,391.00 2,029,627.06	2,048,962.42 100.93	2,070,987.92 22,025.50	19,335.36	0.65%	N --	4.66% 4.09% --	A A1
PACCAR FINANCIAL CORP 69371RT63 4.55%	03/03/28 03/03/28 1.82	02/20/25 03/03/25	915,000.00	914,441.85 914,634.04	922,917.52 100.87	926,155.61 3,238.08	8,283.48	0.29%	N --	4.57% 4.08% --	A+ A1
CITIBANK NA 17325FBB3 5.80%	08/29/28 09/29/28 2.25	01/15/26 01/16/26	1,200,000.00	1,255,884.00 1,251,668.16	1,245,844.15 103.82	1,246,231.01 386.87	(5,824.01)	0.39%	Y 08/29/28	3.91% 4.17% 4.12%	A+ Aa3



## Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
CATERPILLAR FINANCIAL SERVICES CORP 14913UBD1 3.95%	11/14/28 11/14/28 2.43	11/10/25 11/14/25	1,290,000.00	1,289,316.30 1,289,398.97	1,283,976.03 99.53	1,303,367.24 19,391.21	(5,422.94)	0.41%	N --	3.97% 4.14% --	A A2
AMAZON.COM INC 023135CS3 3.90%	11/20/28 11/20/28 2.43	11/17/25 11/20/25	680,000.00	679,850.40 679,867.72	677,097.59 99.57	686,747.93 9,650.33	(2,770.12)	0.22%	Y 10/20/28	3.91% 4.07% 4.08%	AA A1
EMERSON ELECTRIC CO 291011BQ6 2.00%	12/21/28 12/21/28 2.60	01/03/25 01/06/25	125,000.00	113,080.00 116,575.52	118,302.69 94.64	118,997.14 694.44	1,727.17	0.04%	Y 10/21/28	4.67% 4.10% 4.23%	A A2
TOYOTA MOTOR CREDIT CORP 89236TLL7 4.65%	01/05/29 01/05/29 2.54	01/15/26 01/16/26	1,500,000.00	1,529,715.00 1,527,749.41	1,515,467.39 101.03	1,532,129.89 16,662.50	(12,282.02)	0.48%	N --	3.94% 4.25% --	A+ A1
PEPSICO INC 713448GL6 4.10%	01/15/29 01/15/29 2.56	01/15/26 01/16/26	1,200,000.00	1,207,668.00 1,207,150.40	1,199,376.02 99.95	1,209,762.69 10,386.67	(7,774.38)	0.38%	Y 12/15/28	3.87% 4.12% 4.12%	A+ A1
JOHN DEERE CAPITAL CORP 24422EXH7 4.50%	01/16/29 01/16/29 2.58	01/17/25 01/21/25	125,000.00	123,860.55 124,180.61	126,223.14 100.98	127,395.02 1,171.88	2,042.54	0.04%	N --	4.75% 4.12% --	A A1
ALPHABET INC 02079KBJ5 3.70%	02/15/29 02/15/29 2.67	02/09/26 02/13/26	820,000.00	817,023.40 817,146.32	813,223.43 99.17	817,268.77 4,045.33	(3,922.88)	0.26%	Y 01/15/29	3.83% 4.01% 4.02%	AA+ Aa2
MERCK & CO INC 58933YAX3 3.40%	03/07/29 03/07/29 2.71	01/03/25 01/06/25	125,000.00	119,092.50 120,733.82	122,473.45 97.98	122,756.78 283.33	1,739.63	0.04%	Y 12/07/28	4.66% 4.14% 4.21%	A+ Aa3
AMAZON.COM INC 023135DC7 4.00%	03/13/29 03/13/29 2.72	03/10/26 03/13/26	935,000.00	934,897.15 934,898.83	930,291.71 99.50	932,161.71 1,870.00	(4,607.12)	0.29%	Y 02/13/29	4.00% 4.18% 4.19%	AA A1
TOYOTA MOTOR CREDIT CORP 89236TPQ2 4.05%	03/13/29 03/13/29 2.75	03/10/26 03/13/26	225,000.00	224,919.00 224,920.32	223,754.76 99.45	224,210.39 455.63	(1,165.56)	0.07%	N --	4.06% 4.25% --	A+ A1

201



## Portfolio Holdings

01/01/2026 to 03/31/2026

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
PEPSICO INC 713448EL8 2.63%	07/29/29 07/29/29 3.13	01/21/25 01/22/25	125,000.00	114,725.00 117,231.31	118,983.00 95.19	119,548.11 565.10	1,751.69	0.04%	Y 04/29/29	4.66% 4.19% 4.31%	A+ A1
TOYOTA MOTOR CREDIT CORP 89236TMK8 4.55%	08/09/29 08/09/29 3.06	01/03/25 01/06/25	125,000.00	123,616.25 123,962.67	125,798.85 100.64	126,620.38 821.53	1,836.18	0.04%	N --	4.82% 4.34% --	A+ A1
ELI LILLY AND CO 532457CQ9 4.20%	07/14/29 08/14/29 3.07	01/21/25 01/22/25	125,000.00	122,643.75 123,213.69	125,086.41 100.07	125,771.83 685.42	1,872.73	0.04%	Y 07/14/29	4.66% 4.18% 4.18%	A+ Aa3
BLACKROCK FINANCE INC 09247XAQ4 2.40%	04/30/30 04/30/30 3.79	09/19/25 09/22/25	175,000.00	163,434.25 164,655.75	162,886.93 93.08	164,648.60 1,761.67	(1,768.82)	0.05%	Y 01/30/30	3.98% 4.26% 4.38%	AA- Aa3
PEPSICO INC 713448GH5 4.30%	06/23/30 07/23/30 3.85	09/19/25 09/22/25	125,000.00	126,245.00 126,124.58	125,371.19 100.30	126,386.47 1,015.28	(753.39)	0.04%	Y 06/23/30	4.07% 4.22% 4.22%	A+ A1
ALPHABET INC 02079KAW7 4.10%	11/15/30 11/15/30 4.09	01/16/26 01/20/26	175,000.00	174,914.25 174,923.67	173,794.76 99.31	176,684.69 2,889.93	(1,128.91)	0.06%	Y 10/15/30	4.11% 4.26% 4.27%	AA+ Aa2
AMAZON.COM INC 023135CT1 4.10%	11/20/30 11/20/30 4.11	-- --	560,000.00	559,386.80 559,426.15	553,701.73 98.88	562,056.62 8,354.89	(5,724.42)	0.18%	Y 10/20/30	4.12% 4.37% 4.37%	AA A1
TOYOTA MOTOR CREDIT CORP 89236TPH2 4.20%	01/10/31 01/10/31 4.24	01/15/26 01/16/26	600,000.00	599,088.00 599,123.00	591,994.44 98.67	597,524.44 5,530.00	(7,128.55)	0.19%	N --	4.23% 4.51% --	A+ A1
<b>CORP TOTAL</b>	<b>01/09/28 01/22/28 1.65</b>	<b>-- --</b>	<b>24,675,000.00</b>	<b>\$24,708,187.40 \$24,720,144.39</b>	<b>\$24,746,811.26 100.31</b>	<b>\$24,911,979.51 \$165,168.24</b>	<b>\$26,666.88</b>	<b>7.88%</b>	<b>--</b>	<b>4.43% 4.11% 4.07%</b>	<b>A+ A1</b>
<b>PORTFOLIO TOTAL</b>	<b>07/16/27 07/17/27 1.22</b>	<b>-- --</b>		<b>\$310,837,080.46 \$313,827,520.50</b>	<b>\$314,139,162.33 83.79</b>	<b>\$316,284,800.26 \$2,145,637.93</b>	<b>\$311,641.83</b>	<b>100.00%</b>	<b>--</b>	<b>3.90% 3.80% 4.04%</b>	<b>AA+ Aa1</b>

202

**FINANCE/OUTREACH & PLANNING COMMITTEE**

**April 28, 2026**

**Submit & File: Information Item: Budget Transfer Report**

*Purpose*

Provide the Budget Transfer Report covering all budget transfers made during the month of March 2026.

*Background*

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of March 2026.

*Exhibit*

Budget Transfer Report

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**Budget Transfer Report**  
**March 2026**

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason for Transfer	Transfer Amount
<b><u>Change from Original Budget Intent</u></b>				
1	Natural Systems & Restoration Cooperative Program - USGS	Human Resources Medical Exams/Monitoring	Transfer of funds originally budgeted for surface water data collection and reporting with the U.S. Geological Survey (USGS) to support the District's Minimum Flows and Levels (MFL) program. Funds are no longer required due to a reduction in services from the USGS, resulting in savings from some data collection being performed in-house. Funds are required for costs associated with conducting 100 additional employee criminal history checks. This requirement is based on a finding from a state audit which stated that positions with special security accesses require recurring criminal history checks.	\$ 15,250.00
<b>Total Change from Original Budget Intent</b>				<b><u>\$ 15,250.00</u></b>
<b><u>Consistent with Original Budget Intent</u></b>				
1	Operations Maint/Repair of Buildings/Structures	Operations Maint/Repair of Buildings/Structures	Funds are needed for the original budgeted purpose for District water control structure actuator replacements. The funds are being transferred to newly established codes to track these expenditures separately from routine structure repair and maintenance.	\$ 665,000.00
2	Operations Equipment - Outside	Operations Equipment - Non-Capital Outlay	Funds are needed for the original budgeted purpose for a new tank and spray system to be mounted to a utility task vehicle within the Vegetation Management section. The cost of the equipment is less than anticipated, therefore the funds are being transferred for the appropriate accounting of equipment below the \$5,000 capitalization threshold.	4,988.00
<b>Total Consistent with Original Budget Intent</b>				<b><u>\$ 669,988.00</u></b>
<b>Total Amount Transferred</b>				<b><u>\$ 685,238.00</u></b>

This report identifies transfers made during the month that did not require advance Governing Board approval. These transfers have been approved by either the Executive Director, or designee, or the Finance Bureau Chief consistent with Budget Authority Transfer of Funds Board Policy, and are presented to the Governing Board as a Submit and File Report. This Board Policy limits transfers made for a purpose other than the original budget intent to \$75,000. However, transfers made for accounting reallocation purposes consistent with original budget intent are not limited.

**FINANCE/OUTREACH & PLANNING COMMITTEE**

**April 28, 2026**

**Submit & File: Information Item: Office of Inspector General Quarterly Update – January 1, 2026 to March 31, 2026**

*Background and Purpose*

In accordance with the Office of Inspector General Charter Governing Board Policy, the Inspector General is required, on a quarterly basis, to update the Committee regarding work and other matters.

*Exhibit*

Office of Inspector General Quarterly Update – January 1, 2026 to March 31, 2026

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General



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# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

**Bartow Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Office**  
7601 U.S. 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

April 28, 2026

## MEMORANDUM

**TO:** Finance/Outreach & Planning Committee  
Remaining Governing Board members

**FROM:** Brian Werthmiller, CPA, Inspector General

**SUBJECT:** Office of Inspector General Quarterly Update 1/1/26 – 3/31/26

The purpose of this memo is to satisfy the Office of Inspector General (OIG) Charter Governing Board Policy regarding updates with the Finance/Outreach and Planning Committee.

I am pleased to provide you the most recent quarterly update. During the quarter ending March 31, 2026:

- The IG quarterly update for the quarter ending December 31, 2025 was submitted to the Governing Board on January 27, 2026.
- The OIG audit plan was completed in accordance with Florida Statutes and the OIG Charter Governing Board Policy. It was approved by the Governing Board on January 27, 2026. The audit plan is the result of a District-wide risk assessment and reflects individual audits planned to commence during a 12-month period and long-term.
- Two complaints were closed with no investigation considered necessary by the OIG.
- The OIG received requests from the District to review reports, policies, procedures, and other information. A review typically will provide a recommendation from the OIG for the requestor's consideration. Reviews can also be OIG initiated projects. During the quarter ending March 31, 2026, the OIG initiated 15 reviews.
- The Office of Program Policy Analysis and Government Accountability (OPPAGA) is performing a review over the District's permit process. This review is being performed statewide and includes other water management districts, the Florida Department of Environmental Protection, and the Florida Department of Transportation. To date, there have been no findings or recommendations made by OPPAGA.
- The United States Government Accountability Office (GAO) is performing a study on ways the United States Army Corp of Engineers could help the District to enhance the climate resilience of the Tampa Bypass Canal. To date, the study is ongoing.

- John R. Mitten**  
Chair, Hernando, Marion
- Jack Bispham**  
Vice Chair, Manatee
- Ashley Bell Barnett**  
Secretary, Polk
- John E. Hall**  
Treasurer, Polk
- Kelly S. Rice**  
Former Chair, Citrus, Lake, Levy, Sumter
- Michelle Williamson**  
Former Chair, Hillsborough
- Brian Aungst Jr.**  
Pinellas
- Josh Gamblin**  
DeSoto, Hardee, Highlands
- James Holton**  
Pinellas
- Dustin Rowland**  
Pasco
- Robert Stern**  
Hillsborough
- Jim Turner**  
Charlotte, Sarasota
- Nancy Watkins**  
Hillsborough, Pinellas
- Brian J. Armstrong, P.G.**  
Executive Director

- The State of Florida Auditor General's office provided their engagement letter for their operational audit of the District for the period of October 1, 2024 – March 31, 2026 on March 31, 2026. The audit is in the planning stage and auditable topics have not yet been finalized.
- A peer review of the OIG's audit function was conducted by Sam McCall, PhD, CPA with over 50 years of government experience, to make a determination whether the OIG's audit work conformed in all material respects with *Generally Accepted Government Audit Standards*. The OIG received the highest rating of pass for the 3-year period of October 1, 2022 to September 30, 2025. This is the 3<sup>rd</sup> consecutive time the current Office of Inspector General has received the highest rating of pass.
- During the December 2025 board meeting, a discussion occurred about Basin Boards. One of the board members inquired if interest earned on Basin monies stays with the Basin. General Counsel responded interest is retained in the Basin. Subsequent to the board meeting, the Office of Inspector General (OIG) posed the same question to District staff and provided Auditor General and Attorney General opinions. Basin principal and interest are reported within the General Fund. Per District staff, following the dissolution of Basin Boards in 2011, the District no longer tracked interest by Basin boundary, per District interpretation of statute at that time. Based upon the Auditor General and Attorney General opinions, the District began tracking interest earnings by specific basin beginning with FY 2025 and will continue until all funds are expended. District staff are currently verifying the amount of interest earned by Basin Boundary and confirming whether approved projects within the basin were sufficient to account for those earnings for the period FY2012 through FY2024.
- Pursuant to 20.055, Florida Statutes, the Office of Inspector General (OIG) Charter Governing Board Policy and the audit plan approved by the Governing Board, the OIG began fieldwork for the audit of the District's health, dental, and vision insurance for the period of January 1, 2024 to December 31, 2025. This audit will be conducted in accordance with *Generally Accepted Governing Auditing Standards*.

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<b>Office of Inspector General Performance Measures</b>		
<b>Performance Measures – Non-Routine</b>	<b>Goal</b>	<b>Status Through 3/31/26</b>
Initiate the health, dental, and vision insurance audit.	Commence during FY 2026 and notify the Board by September 2026.	In progress.
Monitor the District's progress for the Auditor General audit recommendation over risk assessment and security plan and report back to the Board.	Submit to the Board by September 2026.	In progress.
Monitor the District's progress for the IG's audit recommendation over cybersecurity and report back to the Board.	Submit to the Board by September 2026.	In progress.
Complete follow-up to the water incentives supporting efficiency (WISE) investigation recommendation.	Submit to the Board by September 2026.	In progress.
Complete follow-up to prescribed burn communications investigation recommendation.	Submit to the Board by September 2026.	In progress.
Complete follow-up to the maintenance of fleet investigation recommendation.	Submit to the Board by September 2026.	In progress.
Complete follow-up to the employee reimbursements audit recommendations.	Submit to the Board by September 2026.	In progress.
Monitor the Office of Program Policy Analysis and Government Accountability (OPPAGA) and the U.S. Government Accountability Office (GAO) projects and report back to the Board.	Submit to the Board by September 2026.	Open.
<b>Performance Measures - Routine</b>	<b>Goal</b>	<b>Status Through 3/31/26</b>
Risk assessment and audit plan.	Submit to the Board by January 2026.	Completed.
Inspector General FY 2026 Annual Report.	Submit to the Board September 2026.	Open.
Updates to the Finance/Outreach & Planning Committee including IG performance measures.	Submit to the Board the month following each quarter-end.	2 updates completed.

**Governing Board Meeting**  
**April 28, 2026**

**4. RESOURCE MANAGEMENT COMMITTEE**

4.1 **Discussion:** Consent Item(s) Moved to Discussion .....209

4.2 **Discussion:** Action Item: Fiscal Year 2027 Cooperative Funding Initiative Update .....210

**RESOURCE MANAGEMENT COMMITTEE**

**April 28, 2026**

**Discussion: Consent Item(s) Moved to Discussion**

Presenter:

Jennette M. Seachrist, P.E., Division Director, Resource Management Division

**RESOURCE MANAGEMENT COMMITTEE**

**April 28, 2026**

**Discussion: Action Item: Fiscal Year 2027 Cooperative Funding Initiative Update**

*Purpose*

To update the Board on the fiscal year (FY) 2027 Cooperative Funding Initiative (CFI) projects that have been recommended by staff, including any revised project evaluations, and review the remaining CFI timeline.

*Background*

The CFI application deadline was Friday, October 3, 2025: 28 applications were received totaling \$77.3 million in District funding requests. The applications include seven prioritized alternative water supply (AWS) projects requesting \$65.3 million and 21 new projects requesting \$12.0 million. District staff evaluated, scored, and prepared preliminary evaluations for each project.

*Discussion*

The final project rankings and recommendations have been distributed to the Governing Board members and posted on the District’s website [https:// www.swfwmd.state.fl.us/business/finance/cooperative-funding-initiative](https://www.swfwmd.state.fl.us/business/finance/cooperative-funding-initiative). This has been done to allow Board members an opportunity to review projects recommended for funding prior to the presentation of the FY2027 Recommended Annual Service Budget (RASB) in June. A summary of the District’s share and number of projects by staff funding recommendations and priority is listed below. Future funding requirements for recommended new projects have been added to the FY2027 requests and are included in the recommended amounts below.

<b>Priority</b>	<b>Recommended FY2027 Funding</b>	<b>Recommended Future Funding</b>
AWS	\$65.3M (5)	\$281.0M (5)
CFI (New)	\$2.5M (7)	-
<b>Total District Share</b>	<b>\$67.8M (12)</b>	<b>\$281.0M (5)</b>

*Strategic Plan*

The FY2027 CFI supports the following Strategic Initiatives, Regional Priorities and Core Business Processes of the District’s Strategic Plan.

- Alternative Water Supplies
- Water Conservation
- Water Quality Maintenance and Improvement
- Water Quality Assessment and Planning
- Natural Systems Conservation, Restoration and Management
- Floodplain Management
- Heartland Region Priority: Implement Southern Water Use Caution Area (SWUCA) Recovery Strategy
- Tampa Bay Region Priority: Implement Minimum Flow and Level (MFL) Recovery Strategies
- Tampa Bay Region Priority: Improve Lake Thonotosassa, Tampa Bay, Lake Tarpon and Lake Seminole

- Districtwide Priority – Flood Protection
- Districtwide Priority – Floodplain Management
- Innovative Projects
- Financial Sustainability

*Exhibit*

To be provided under separate cover.

Staff Recommendation:

1. Approve staff recommendation to include FY2027 funding for the five AWS projects in the amount of \$65,270,437 in the District's FY2027 RASB.
2. Approve staff recommendation to include FY2027 and future funding of seven new CFI projects (Q438, Q440, Q456, W024, Q444, Q445, and Q447) in the amount of \$2,520,152 in the District's FY2027 RASB.

Presenter:

Kevin Wills, Cooperative Funding Initiative Lead, Engineering and Project Management Bureau

**Governing Board Meeting**  
**April 28, 2026**

**5. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE**

5.1 **Discussion:** Consent Item(s) Moved to Discussion .....212

5.2 **Discussion:** Information Item: Hydrologic Conditions Report .....213

**OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE**

**April 28, 2026**

**Discussion: Consent Item(s) Moved to Discussion**

Presenter:

Brian S. Starford, P.G., Division Director, Operations, Lands and Resource Monitoring Division

## OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

April 28, 2026

### Discussion: Information Item: Hydrologic Conditions Report

- March marks the sixth month of the eight-month dry season (October through May). Rainfall was scattered, regionally variable, and associated with early seasonally transitional weather systems (i.e., diminished cold fronts; increased sea breeze/convective rainstorms) intermixed with high pressure and drier air conditions.
- **Rainfall:** Monthly rainfall totals were within the normal range in all three regions of the District. The Districtwide 12-month cumulative rainfall deficit improved and was 12.78 inches below the long-term historical average at the end of March.
- **Streamflow:** Monthly streamflow increased at 10 of 12 monitoring stations, while flow decreased at two stations, compared to last month. Four stations reported normal flow, six reported below-normal flow, while two reported much-below-normal flow. Regional streamflow, based on three index rivers, ended the month much below normal in the northern counties, while below normal in the central and southern counties.
- **Groundwater:** Regional aquifer-level percentiles decreased in the northern counties, while they increased in the central and southern counties, compared to last month. Regional aquifer-level percentiles ended the month below normal in the northern counties, while within the normal range in the central and southern counties.
- **Lake Levels:** Regional lake levels declined in all four lake regions of the District, compared to last month. Average lake levels ended the month below normal in the Northern, Tampa Bay and Lake Wales Ridge regions, while within the normal range in the Polk Uplands region.
- **Overall:** Although rainfall totals were considered normal for March, regional hydrologic indicator responses were mixed (i.e., some increases and decreases) due to the spatial variability of the rainfall and areas of lingering dry conditions. The National Oceanic and Atmospheric Administration (NOAA) predicts above-normal rainfall Districtwide from April through June. However, drier-than-normal rainfall during spring would worsen overall hydrologic conditions. The risk for wildfire is moderate to high in many areas of the District.

#### *Strategic Plan*

District's Strategic Plan Water Resources Planning and Monitoring Core Business Process

#### *Exhibit*

None.

#### Staff Recommendation:

This item is for the Board's information only, and no action is required.

#### Presenter:

Tamera McBride, Hydrologic Data Manager, Data Collection Bureau

**Governing Board Meeting**  
**April 28, 2026**

**6. REGULATION COMMITTEE**

6.1 **Discussion:** Consent Item(s) Moved to Discussion .....214

**REGULATION COMMITTEE**

**April 28, 2026**

**Discussion: Consent Item(s) Moved to Discussion**

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation Division

**Governing Board Meeting**  
**April 28, 2026**

**7. GENERAL COUNSEL'S REPORT**

7.1 **Discussion:** Consent Item(s) Moved to Discussion .....215

7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions .....216

**GENERAL COUNSEL'S REPORT**

**April 28, 2026**

**Discussion: Consent Item(s) Moved to Discussion**

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

**GENERAL COUNSEL'S REPORT**

**April 28, 2026**

**Discussion: Action Item: Affirm Governing Board Committee Actions**

The Governing Board has established four committees for conducting District business: the Finance/Outreach & Planning Committee; the Operations, Land, & Resource Monitoring Committee; the Regulation Committee; and the Resource Management Committee. Each committee is a committee of the whole with all Governing Board members serving as committee members.

The Governing Board, sitting as a committee, considers and takes action on discussion agenda items during each Governing Board meeting. In order to clarify for the record that the Governing Board has taken action, the actions taken by the committees will be presented to the Board for affirmation.

Staff Recommendation:

Affirm the actions taken by the Governing Board Committees.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

**COMMITTEE/LIAISON REPORTS**

**April 28, 2026**

**Discussion: Information Item: Agricultural and Green Industry Advisory Committee**

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Dustin Rowland, Board Member

**EXECUTIVE DIRECTOR'S REPORT**

**April 28, 2026**

**Discussion: Information Item: Executive Director's Report**

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Brian J. Armstrong, P.G., Executive Director

**CHAIR'S REPORT**

**April 28, 2026**

**Discussion: Information Item: Chair's Report**

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

John Mitten, Chair

**CHAIR'S REPORT**

**April 28, 2026**

**Discussion: Information Item: Employee Milestones**

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

John Mitten, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	04/05/2021	Nicole Torregrossa	Records Imaging Technician	Brooksville	General Services	2026	04/05/2026
5	04/12/2021	Vince Hernandez	Senior Vegetation Management Specialist	Brooksville	Operations	2026	04/12/2026
5	04/13/2021	George Fallo	Structure Control Technician	Brooksville	Operations	2026	04/13/2026
35	04/15/1991	Jim Desruisseaux	Fleet Maintenance Technician	Tampa	General Services	2026	04/15/2026