

# Governing Board Meeting

## *Agenda and Meeting Information*

*August 23, 2022*

*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

An Equal  
Opportunity  
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), ext. 4747; 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

**AUGUST 23, 2022  
9:00 AM**

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

*All meetings are open to the public*

- › Viewing of the Board meeting will be available through the District's website at [www.WaterMatters.org](http://www.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 (Fort King Highway)  
Tampa, Florida 33637  
(813) 985-7481 or 1-800-836-0797 (FL only)

MEETING NOTICE

## **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 and Planning Committee:** Authorization to Dispose of Equipment
- 2.2 **Finance/Outreach and Planning Committee:** Building Access System Budget Transfer
- 2.3 **Finance/Outreach and Planning Committee:** Fuels and Lubricants Budget Transfer
- 2.4 **Resource Management Committee:** FARMS – Sizemore Group Automation (H807), Hillsborough County
- 2.5 **Resource Management Committee:** FARMS – Varner Group (H810), DeSoto County
- 2.6 **Resource Management Committee:** FARMS – Hernandez Farm, LLC (H811), Hillsborough County
- 2.7 **Resource Management Committee:** City of Bradenton Aquifer Protection Recharge Well – Third-Party Review (N842)
- 2.8 **Resource Management Committee:** Board Encumbrance of the Wysong Water Control Structure Refurbishment (C677) Construction Funds
- 2.9 **Operations, Lands and Resource Monitoring Committee:** First Right of Refusal - Costine Conservation Easement SWF Parcel No. 10-200-1224C
- 2.10 **Operations, Lands and Resource Monitoring Committee:** Purchase and Sale to FDOT for widening of SR93A (I-75) over the Tampa Bypass Canal SWF Parcel No. 13-004-320
- 2.11 **Operations, Lands and Resource Monitoring Committee:** Modification of Easement for Deer Prairie Creek SWF Parcel No. 21-708-137P
- 2.12 **Operations, Lands and Resource Monitoring Committee:** Hampton Tract Resident Security Lease SWF Parcel No. 10-200-1309X
- 2.13 **General Counsel's Report:** Partial Release of Conservation Easement – Application No. 835260 – Avalon Park Boulevard Extension – Pasco County
- 2.14 **Executive Director's Report:** Approve Calendar for Fiscal Year 2023 Meeting Dates
- 2.15 **Executive Director's Report:** Approve Governing Board Minutes - July 26, 2022

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

- 3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Selection of Independent Auditing Services Firm
- 3.3 **Submit & File:** Information Item: Budget Transfer Report

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

- 4.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 4.2 **Discussion:** Action Item: South Hillsborough Aquifer Recharge Program (SHARP) Phase 2 (N855) – RW-2 IPE
- 4.3 **Discussion:** Action Item: Pasco County Sea Pines Neighborhood Flood Abatement – Third-Party Review (N850)
- 4.4 **Discussion:** Action Item: Lower Peninsula Stormwater Improvements - Third-Party Review (Q190)
- 4.5 **Submit & File:** Information Item: Lower Hillsborough River Recovery Strategy Implementation – Annual Update
- 4.6 **Submit & File:** Information Item: Minimum Flows and Minimum Water Levels Priority List and Schedule Update

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

- 5.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Information Item: Overview of Land Management Plan Updates
- 5.3 **Discussion:** Information Item: Hydrologic Conditions Report

#### **6. REGULATION COMMITTEE**

- 6.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board

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

- 7.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 7.2 **Discussion:** Information Item: Knowledge Management: Governing Board Policy Update – Legal Counsel Roles, Responsibilities, and Reporting Authority

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

- 8.1 **Discussion:** Information Item: Environmental 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**



# GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 6, 2022

OFFICERS	
Chair	Joel Schleicher
Vice Chair	Ed Armstrong
Secretary	Michelle Williamson
Treasurer	John Mitten

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Jack Bispham
Kelly Rice
John Hall

RESOURCE MANAGEMENT COMMITTEE
Ashley Bell Barnett
Michelle Williamson
William Hogarth

REGULATION COMMITTEE
John Hall
Seth Weightman
Ashley Bell Barnett

FINANCE/OUTREACH AND PLANNING COMMITTEE
John Mitten
Jack Bispham
Ed Armstrong

*\* Board policy requires the Governing Board Treasurer to chair the Finance Committee.*

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Kelly Rice
Environmental Advisory Committee	Michelle Williamson
Industrial Advisory Committee	Ashley Bell Barnett
Public Supply Advisory Committee	Ed Armstrong
Well Drillers Advisory Committee	Seth Weightman

OTHER LIAISONS	
Central Florida Water Initiative	John Hall
Spring Coast Steering Committee	Kelly Rice
Coastal & Heartland National Estuary Partnership Policy Committee	Jack Bispham
Sarasota Bay Estuary Program Policy Board	Joel Schleicher
Tampa Bay Estuary Program Policy Board	William Hogarth
Tampa Bay Regional Planning Council	Vacant

**Southwest Florida Water Management District Schedule of Meetings  
Fiscal Year 2022**

4/14/2022

**Governing Board Meeting**

October 19, 2021 – 9:00 a.m., Brooksville Office  
November 16, 2021 – 9:00 a.m., Tampa Office  
December 14, 2021 – 9:00 a.m., Brooksville Office  
January 25, 2022 – 9:00 a.m., Tampa Office  
February 22, 2022 – 9:00 a.m., Brooksville Office  
March 22, 2022 – 9:00 a.m., Tampa Office  
April 26, 2022 – 9:00 a.m., Brooksville Office  
May 24, 2022 – 9:00 a.m., Tampa Office  
June 21, 2022 – 9:00 a.m., Brooksville Office  
July 26, 2022 – 9:00 a.m., Tampa Office  
August 23, 2022 – 9:00 a.m., Brooksville Office  
September 20, 2022 – 3:00 p.m., Tampa Office

**Governing Board Public Budget Hearing – 5:01 p.m., Tampa Office**  
2022 – September 6 & 20

**Agricultural & Green Industry Advisory Committee – 10:00 a.m.**  
2021 – December 7  
2022 – March 8, June 7, September 13

**Environmental Advisory Committee – 10:00 a.m.**  
2021 – October 12  
2022 – January 11, April 12, July 12

**Industrial Advisory Committee – 10:00 a.m.**  
2021 – November 9  
2022 – February 8, May 10, August 9

**Public Supply Advisory Committee – 1:00 p.m.**  
2021 – November 9  
2022 – February 8, May 10, August 9

**Springs Coast Management Committee – 1:30 p.m.**  
2021 – October 20, December 8  
2022 – January 5, February 23, May 25, July 13

**Springs Coast Steering Committee – 2:00 p.m.**  
2021 – November 10  
2022 – January 26, March 9, July 27

**Well Drillers Advisory Committee – 1:30 p.m., Tampa Office**  
2021 – October 6  
2022 – January 12, April 6, July 13

**Cooperative Funding Initiative – all meetings begin at 10:00 a.m.**  
2022 – February 2 – Northern Region, Brooksville Office (Audio Visual Communication)  
2022 – February 3 – Southern Region, Sarasota County Commission Chambers (Audio Visual Communication)  
2022 – February 9 – Heartland Region, Bartow City Hall  
2022 – February 10 – Tampa Bay Region, Tampa Office (Audio Visual Communication)  
2022 – April 6 – Northern Region, Brooksville Office  
2022 – April 7 – Southern Region, Sarasota County Commission Chambers  
2022 – April 13 – Heartland Region, Bartow City Hall (Audio Visual Communication)  
2022 – April 14 – Tampa Bay Region, Tampa Office

**Meeting Locations**

Brooksville Office – 2379 Broad St., Brooksville, FL 34604  
Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637  
Sarasota County Commission Chambers – 1660 Ringling Blvd., Sarasota, FL 34236  
Bartow City Hall – 450 N. Wilson Ave., Bartow, FL 33830

**Governing Board Meeting**  
**August 23, 2022**

**1. CONVENE PUBLIC MEETING**

1.1 Call to Order.....5

1.2 Invocation and Pledge of Allegiance.....6

1.3 Employee Recognition .....7

1.4 Additions/Deletions to Agenda .....8

1.5 Public Input for Issues Not Listed on the Agenda .....9

**CONVENE PUBLIC MEETING**

**August 23, 2022**

**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:**

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**August 23, 2022**

**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:

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**August 23, 2022**

**Employee Recognition**

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

Staff Recommendation:

- Catherine Wolden

Presenter:

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**August 23, 2022**

**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**

**August 23, 2022**

**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:

Joel A. Schleicher, Chair



# Governing Board Meeting

August 23, 2022

## 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 and Planning Committee:</b> Authorization to Dispose of Equipment .....	10
2.2	<b>Finance/Outreach and Planning Committee:</b> Building Access System Budget Transfer .....	11
2.3	<b>Finance/Outreach and Planning Committee:</b> Fuels and Lubricants Budget Transfer .....	12
2.4	<b>Resource Management Committee:</b> FARMS – Sizemore Group Automation (H807), Hillsborough County .....	13
2.5	<b>Resource Management Committee:</b> FARMS – Varner Group (H810), DeSoto County .....	16
2.6	<b>Resource Management Committee:</b> FARMS – Hernandez Farm, LLC (H811), Hillsborough County .....	18
2.7	<b>Resource Management Committee:</b> City of Bradenton Aquifer Protection Recharge Well – Third-Party Review (N842) .....	21
2.8	<b>Resource Management Committee:</b> Board Encumbrance of the Wysong Water Control Structure Refurbishment (C677) Construction Funds.....	23
2.9	<b>Operations, Lands and Resource Monitoring Committee:</b> First Right of Refusal - Costine Conservation Easement SWF Parcel No. 10-200-1224C.....	24
2.10	<b>Operations, Lands and Resource Monitoring Committee:</b> Purchase and Sale to FDOT for widening of SR93A (I-75) over the Tampa Bypass Canal SWF Parcel No. 13-004-320.....	41
2.11	<b>Operations, Lands and Resource Monitoring Committee:</b> Modification of Easement for Deer Prairie Creek SWF Parcel No. 21-708-137P .....	67
2.12	<b>Operations, Lands and Resource Monitoring Committee:</b> Hampton Tract Resident Security Lease SWF Parcel No. 10-200-1309X .....	84
2.13	<b>General Counsel's Report:</b> Partial Release of Conservation Easement – Application No. 835260 – Avalon Park Boulevard Extension – Pasco County .....	107
2.14	<b>Executive Director's Report:</b> Approve Calendar for Fiscal Year 2023 Meeting Dates .....	114
2.15	<b>Executive Director's Report:</b> Approve Governing Board Minutes - July 26, 2022.....	116

**CONSENT AGENDA**

**August 23, 2022**

**Finance/Outreach and Planning Committee: Authorization to Dispose of Equipment**

*Purpose*

The purpose of this item is to request authorization to dispose of surplus tangible personal property (two tractors) pursuant to the Capital Assets Board Policy.

*Background/History*

The District purchased a 2008 Challenger MT545B tractor (unit 2092) in 2008 and a 2012 New Holland TS6.125 tractor (unit 2119) in 2014. Both assets were purchased for maintenance of District properties.

*Benefits/Costs*

The District purchased two Kubota M6-141 tractors (units 2169 and 2170) to replace units 2092 and 2119. Unit 2092 was planned for replacement. Unit 2119 was approved for replacement during the April 2022 Governing Board meeting.

Staff recommends sending both assets to auction with an estimated sale price of more than \$25,000 for each unit. In compliance with the Capital Assets Board Policy, tangible personal property with a current market value in excess of \$25,000 requires Board approval.

Staff Recommendation:

Staff recommends disposition of the Challenger MT545B tractor (unit 2092) and New Holland TS6.125 tractor (unit 2119) through the auction process.

Presenter:

Michelle Weaver, P.E., General Services Bureau Chief

## CONSENT AGENDA

August 23, 2022

### Finance/Outreach and Planning Committee: Building Access System Budget Transfer

#### *Purpose*

Request approval of a \$161,004.97 budget transfer from the Tampa Space Utilization project (C392) project to the Building Access System replacement project (C221).

#### *Background*

The Building Access System was initially scheduled for replacement in FY2021. Access control systems, on average, have a life span of approximately 10 years before the hardware/software are obsolete. The current building access system has been in place for approximately 20 years and reached the end of its useful life. The FY2021 funding request fully funded the hardware for the project, but staff has learned that previously budgeted funds in the amount of \$161,004.97 were inadvertently lapsed during the fiscal year-end process.

The Tampa Space Utilization project (C392) was established in FY2019. During FY2022, the project was reevaluated, and the remaining portions of the project were determined to no longer be needed. The balance of C392 funds is available for this budget transfer.

#### *Benefits/Costs*

The \$161,004.97 budget transfer requested is not a cost increase to the Building Access System replacement project. This request will replace budgeted funds that were inadvertently lapsed and allow the needed upgrades to be made.

#### Staff Recommendation:

Approve the budget transfer of \$161,004.97 from lapsed projects funds for the Tampa Space Utilization (C392) project to the Building Access System replacement project (C221).

#### Presenter:

Michelle Weaver, P.E., Bureau Chief, General Services

**CONSENT AGENDA**

**August 23, 2022**

**Finance/Outreach and Planning Committee: Fuels and Lubricants Budget Transfer**

*Purpose*

Request approval of a \$125,000 budget transfer from Facility Services Maintenance and Repair of Buildings (4602) to Fleet Services Fuels and Lubricants (5212).

*Background*

The District budgets annually for Fuels and Lubricants in the Fleet Services section's operating budget and is based on past consumption and projected fuel pricing. The approved budget for FY2022 was based on a per gallon rate of \$2.25.

The annual budget for Maintenance and Repair of District Buildings is in the Facility Services section's operating budget for services associated with building maintenance and repairs outside of the District's Capital Improvement Plan. During FY2022, the Facility Services section realized significant savings through efficiencies performed in-house in addition to continued cost savings experienced since the implementation of the District's Remote Work Guideline.

*Benefits/Costs*

The \$125,000 budget transfer requested is based on market conditions, more particularly as they relate to fluctuations in fuel prices. For example, regular unleaded gas was \$3.141 per gallon in October 2021 and rose as high as \$4.891 per gallon (AAA, 2022) at the pump throughout 2022. Even though the District purchases fuels and lubricants in bulk, when possible, to ensure it is paying the lowest price it is still subject to these market conditions.

Staff Recommendation:

Approve the budget transfer of \$125,000 from Facility Services Maintenance and Repair of Buildings (4602) to Fleet Services Fuels and Lubricants (5212).

Presenter:

Michelle Weaver, P.E., Bureau Chief, General Services

## CONSENT AGENDA

August 23, 2022

### Resource Management Committee: FARMS – Sizemore Group Automation (H807), Hillsborough County

#### *Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Sizemore Farms, Inc., and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$182,857 (75 percent of total project costs). Of this amount, \$182,857 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$243,809.

#### *Project Proposal*

The District received a project proposal from Sizemore Farms, Inc. for their 289-acre property located eight miles west of Mulberry, in eastern Hillsborough County within the Dover Plant City Water Use Caution Area (DPCWUCA), and within the Alafia River watershed. This project will involve the automation of five groundwater irrigation pump stations to reduce Upper Floridan aquifer groundwater used for the irrigation of 121 acres of strawberries. The project also includes the installation of a fertigation system to serve this portion of the farm. The project covers two Water Use Permits (WUP), that authorize annual average groundwater withdrawal of a total 719,000 gallons per day (gpd). FARMS project components consist of five remotely operated irrigation pump stations, 21 valve automations, soil moisture sensors, and three fertigation systems.

#### *Benefits/Costs*

The proposed project involves water quantity and nutrient reduction 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 seven percent, or 30,700 gpd, for daily irrigation, and to reduce nitrogen application by 217 pounds 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 seven-year contract term, the cost per thousand gallons of water saved is \$3.49 and the cost per pound of nitrogen reduced per year is \$16.42 (based on the fertigation components). These values are 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 strawberry operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$2,955,397 remaining in its FARMS Program budget.

#### Staff Recommendation:

1. Approve the Sizemore Group Automation project for a not-to-exceed project reimbursement of \$182,857 with \$182,857 provided by the Governing Board;
2. Authorize the transfer of \$182,857 from fund 010 H017 Governing Board FARMS Fund to the H807 Sizemore Group Automation project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

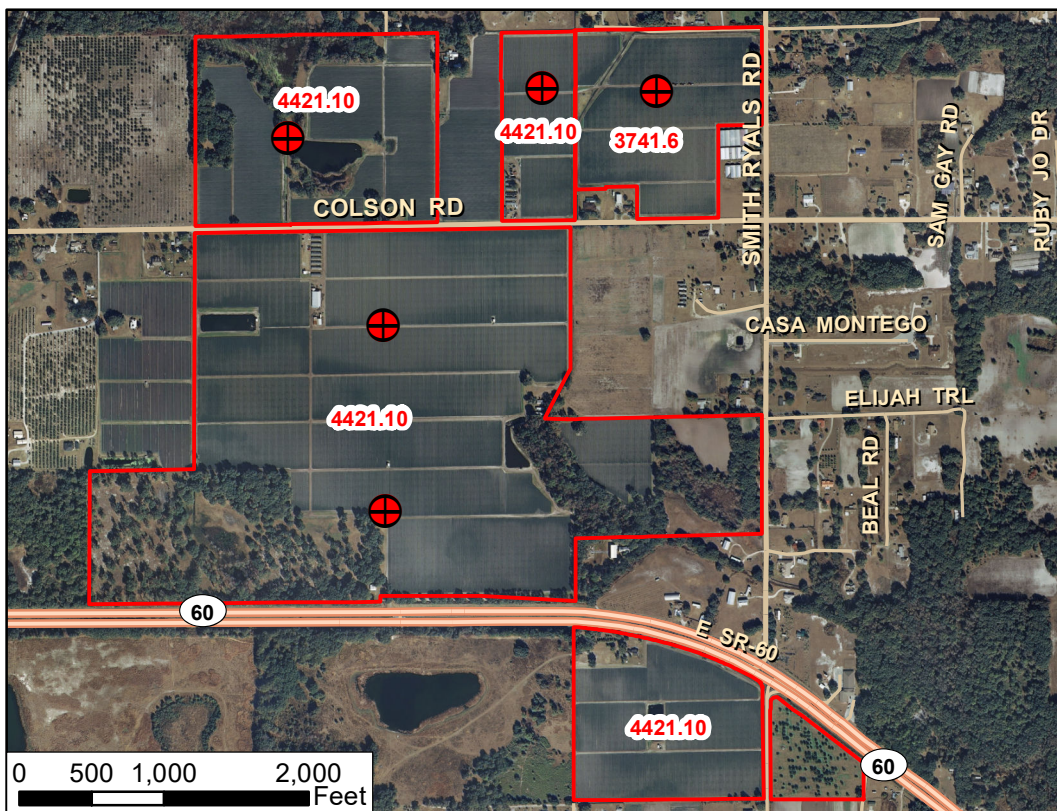
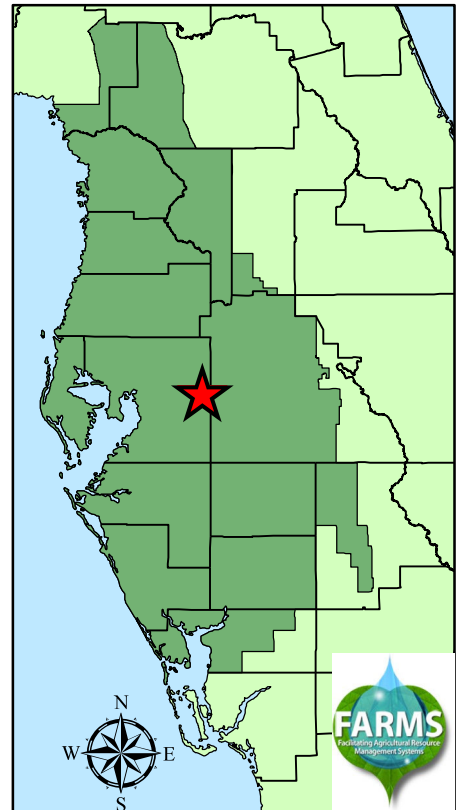
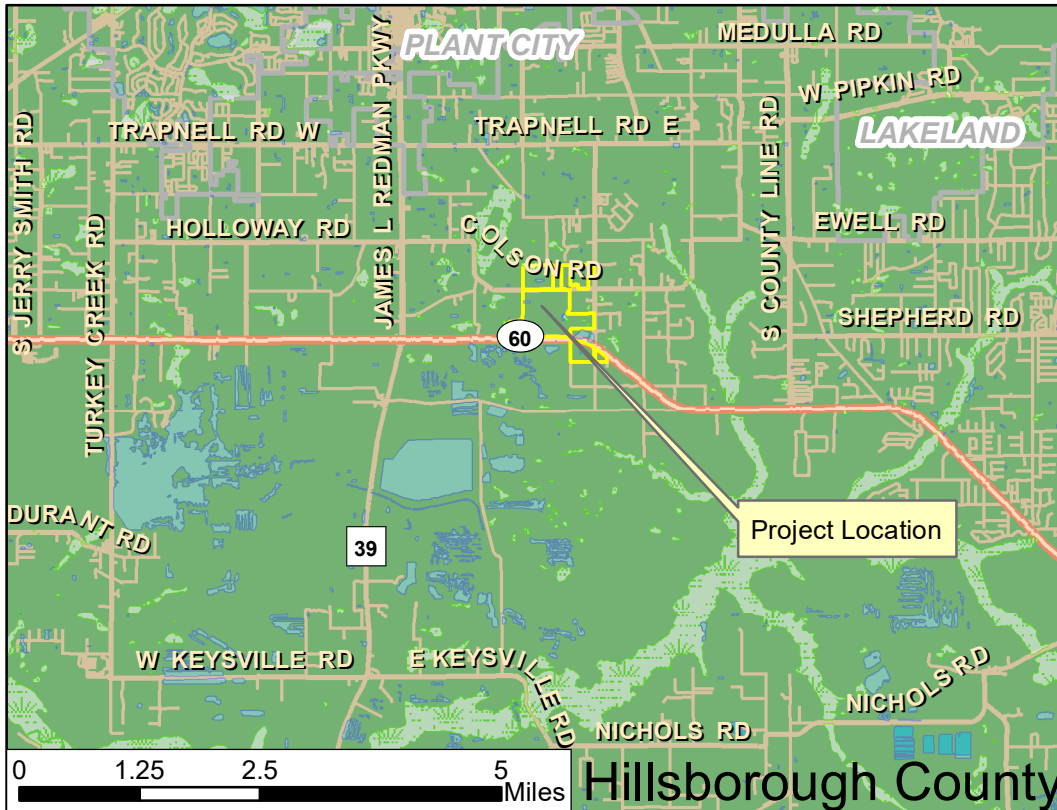
#### Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

# Location Map

## FARMS Project H807

### Sizemore Group Automation



#### LEGEND

- Project Area
- WUP 3741 and 4421 Boundary
- ⊕ Proposed Pump Automation, Fertigation Systems, and Soil Moisture Sensors

Southwest Florida  
Water Management District

KAG 05/24/2022  
2020 Aerial  
2012 NAVTECH

## CONSENT AGENDA

August 23, 2022

### Resource Management Committee: FARMS – Varner Group (H810), DeSoto County

#### *Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with the Varner Group, and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$212,000 (72 percent of total project costs). Of this amount, \$212,000 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$295,000.

#### *Project Proposal*

The District received a project proposal from the Varner Group, that consists of three property owners, for their 110-acre property located 16 miles east of Arcadia, in eastern DeSoto County, within the Southern Water Use Caution Area (SWUCA) and Shell, Prairie, and Joshua Creek watersheds (SPJC). This project will involve the installation of a pumping station to utilize surface water collected from the surrounding watershed by an existing tailwater ditch system to offset Upper Floridan aquifer groundwater used for supplemental irrigation of 90 acres of citrus. The Water Use Permit (WUP) authorizes an annual average groundwater withdrawals of 79,000 gallons per day (gpd) on the property. Project components consist of one surface water irrigation pump station, filtration system, valves, and the piping necessary to connect the existing irrigation system.

#### *Benefits/Costs*

The proposed project involves water quantity and water quality best management practices for supplemental irrigation, reduction in mineralized groundwater impacts to SPJC, and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is estimated to reduce groundwater use by 63 percent, or 50,000 gpd for supplemental irrigation. Based on the estimated groundwater offset, and a proposed five-year contract term, the cost per thousand gallons of water saved is \$3.52. This value is within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative water supplies and improved irrigation techniques for citrus grove operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$2,955,397 remaining in its FARMS Program budget.

#### Staff Recommendation:

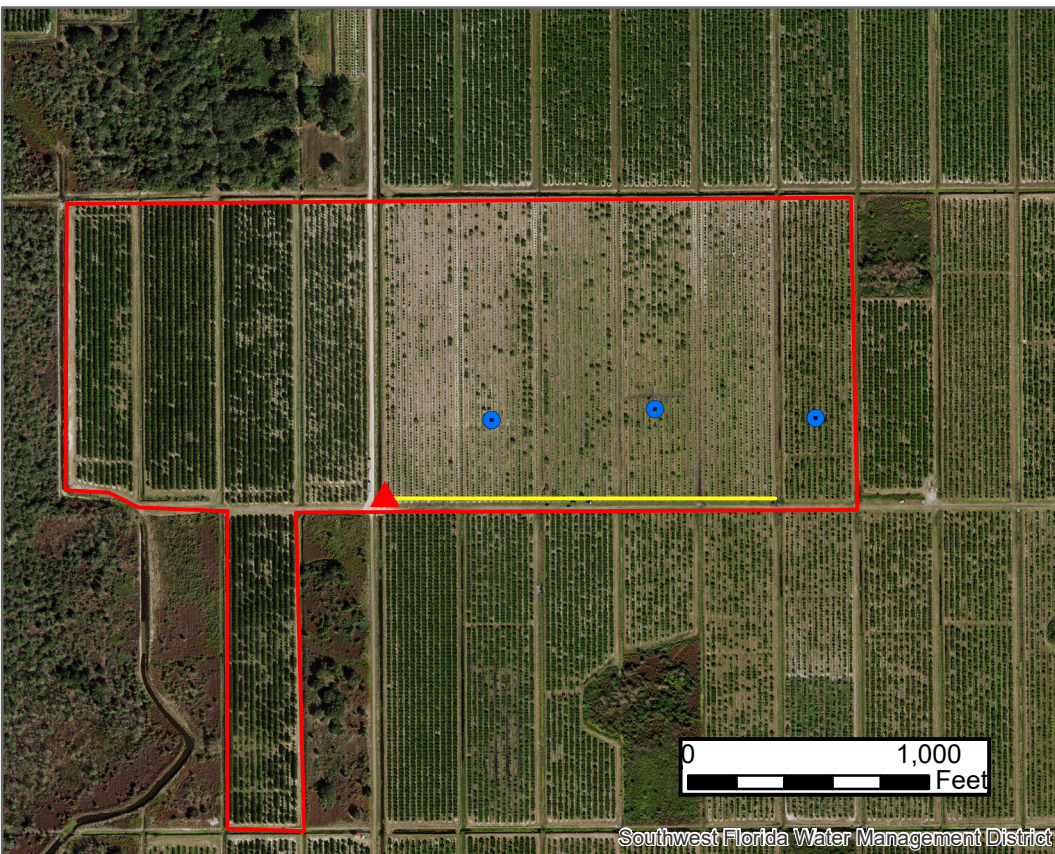
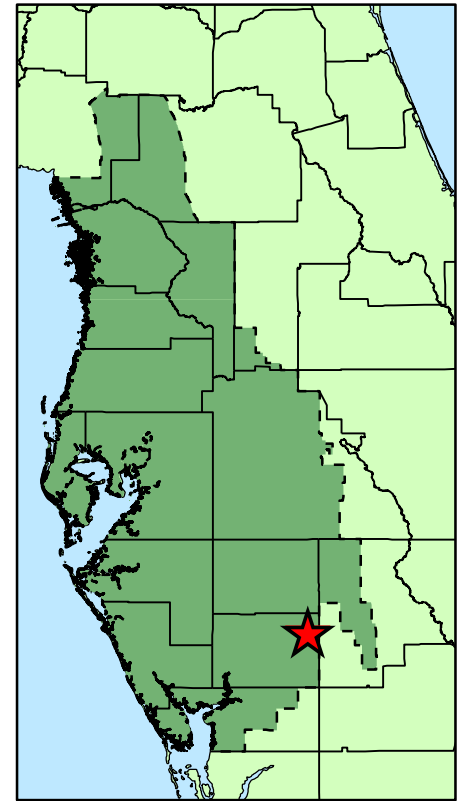
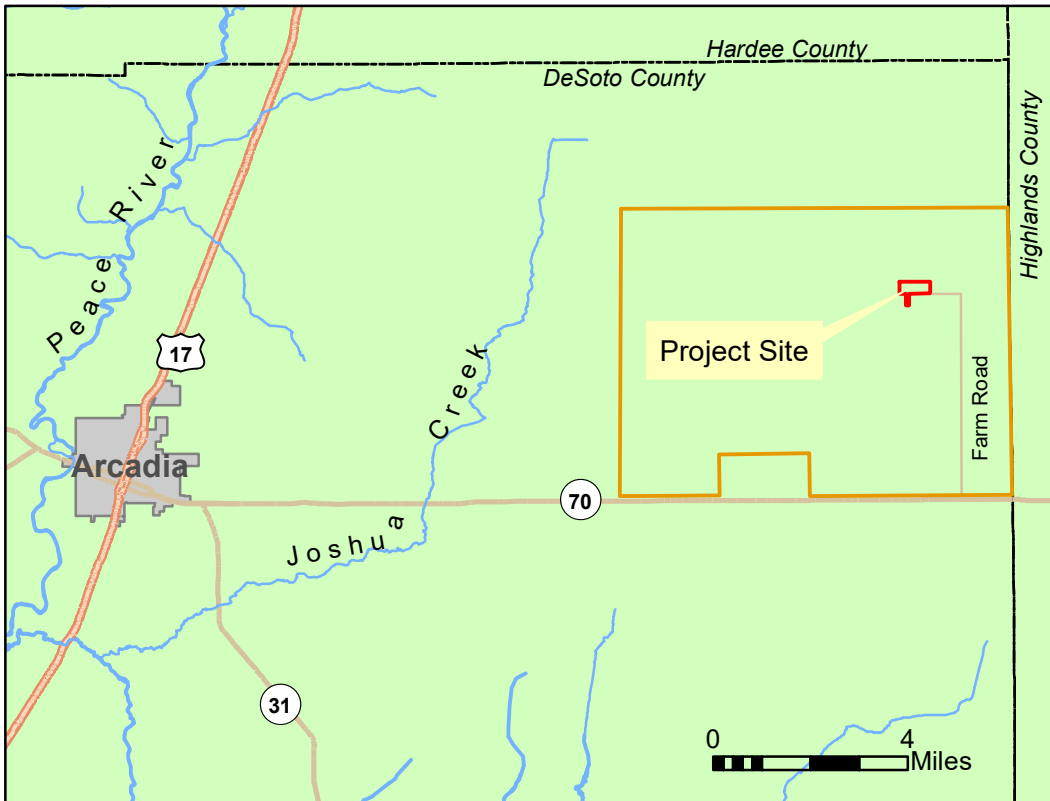
1. Approve the Varner Group project for a not-to-exceed project reimbursement of \$212,000 with \$212,000 provided by the Governing Board;
2. Authorize the transfer of \$212,000 from fund 010 H017 Governing Board FARMS Fund to the H810 Varner Group project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

#### Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources



# Location Map Varner Group FARMS Project H810



## Legend

- District Boundary
- Joshua Water Control District (JWCD) Boundary
- Boundary of Project H810 & WUP 4692
- Proposed Surface Water Pump Station & Mainline Pipe
- Existing Irrigation Well

## DeSoto County



Southwest Florida  
Water Management District



## CONSENT AGENDA

**August 23, 2022**

### **Resource Management Committee: FARMS – Hernandez Farm, LLC (H811), Hillsborough County**

#### *Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Hernandez Farm, LLC, and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$203,343 (75 percent of total project costs). Of this amount, \$203,343 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$271,125.

#### *Project Proposal*

The District received a project proposal from Hernandez Farm, LLC for their 149-acre property located four miles northeast of Fish Hawk in eastern Hillsborough County, within the Dover Plant City Water Use Caution Area, and the Southern Water Use Caution Area. This project will involve the installation of two surface water pumping stations to utilize surface water collected from the surrounding watershed, pump automation, a weather station and soil moisture monitoring to offset Upper Floridan aquifer groundwater used for the irrigation of 95 acres of row crops. The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 300,800 gallons per day (gpd). FARMS project components consist of two surface water pumping stations, mainline piping and valves necessary to tie into the existing irrigation system, pump automation, fertigation, weather station, and soil moisture monitoring system.

#### *Benefits/Costs*

The proposed project involves water quantity and nutrient reduction best management practices 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 18 percent, or 55,000 gpd for bed preparation, crop establishment, and daily irrigation, and to reduce nitrogen application by 214 pounds 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 five-year contract term, the cost per thousand gallons of water saved is \$2.94, and the cost per pound of nitrogen reduced per year is \$18.21 (based on the fertigation components). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative water supplies, 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 \$2,955,397 remaining in its FARMS Program budget.

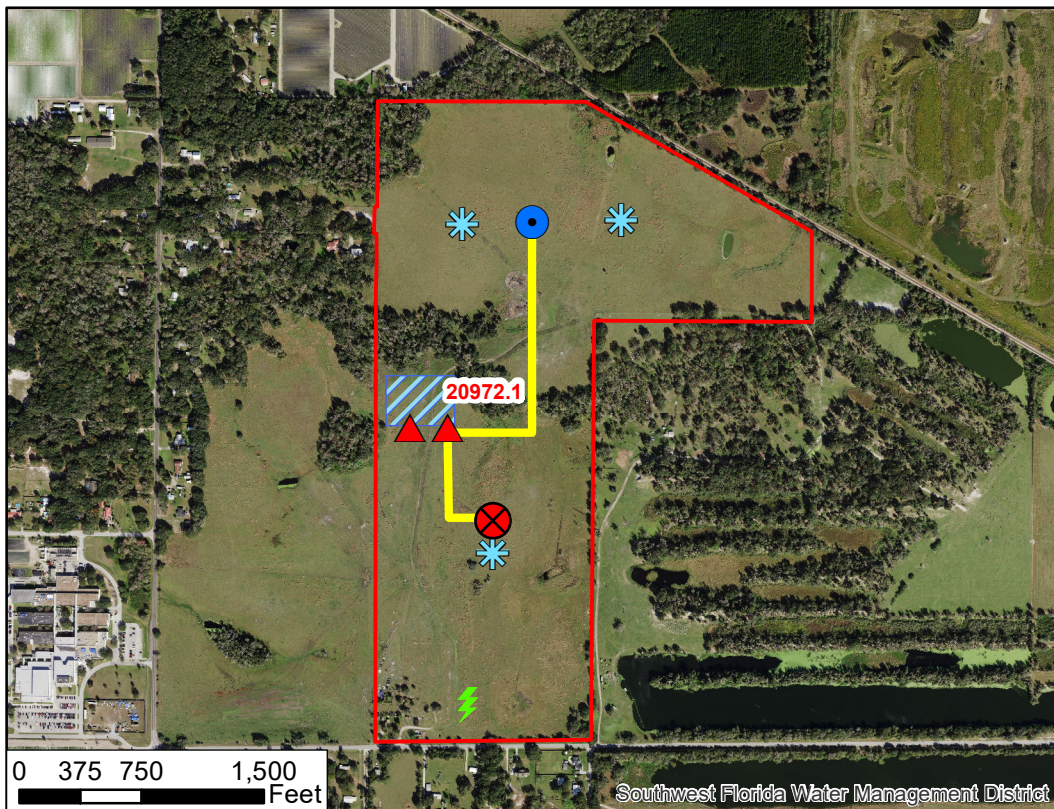
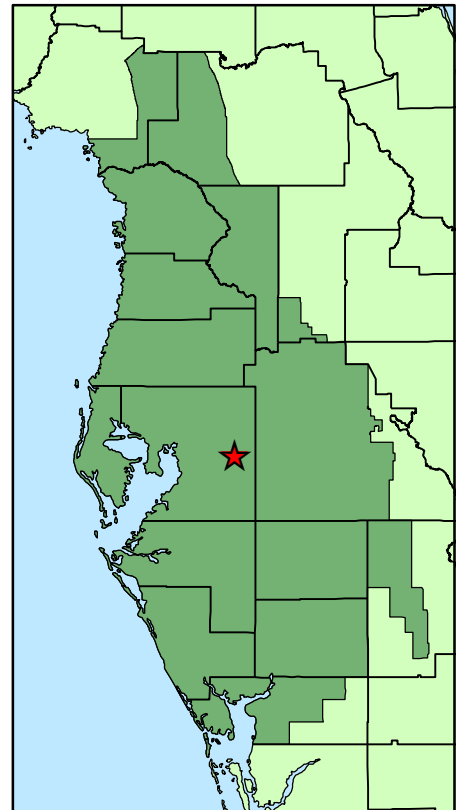
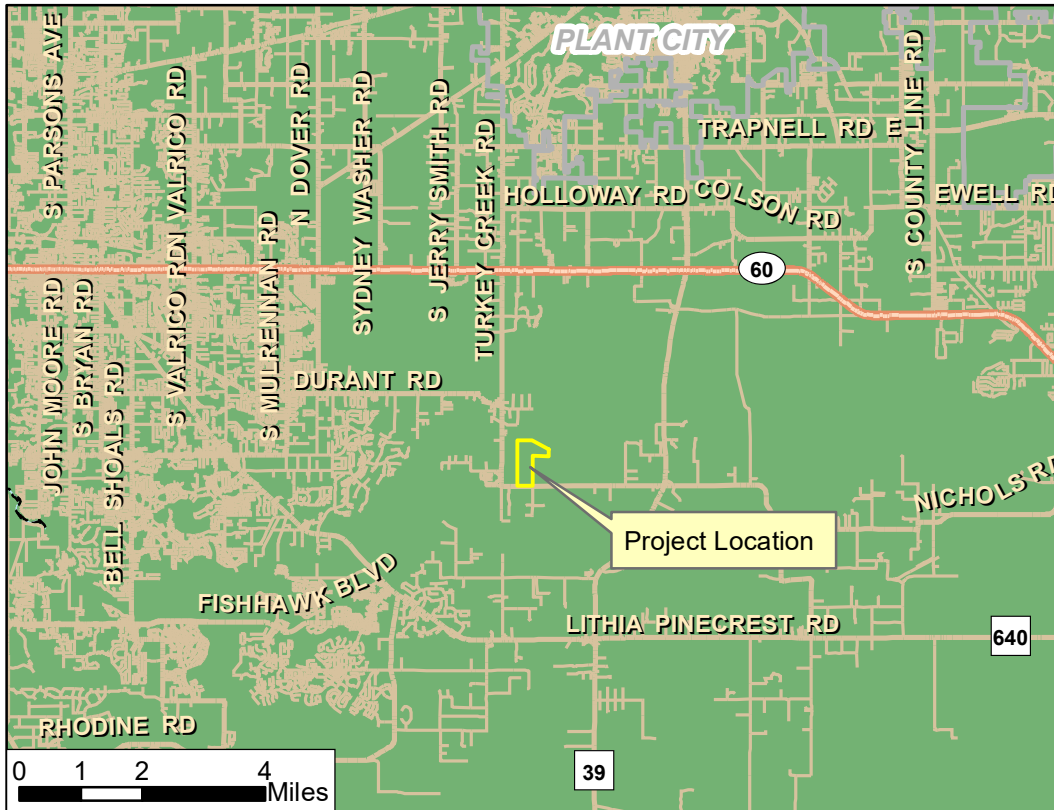
#### Staff Recommendation:

1. Approve the Hernandez Farm, LLC project for a not-to-exceed project reimbursement of \$203,343 with \$203,343 provided by the Governing Board;
2. Authorize the transfer of \$203,343 from fund 010 H017 Governing Board FARMS Fund to the H811 Hernandez Farm, LLC project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

#### Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources

# Location Map FARMS Project H811 Hernandez Farm, LLC



**Legend**

- Proposed Pump Automation and Fertigation
- Proposed SW Withdrawal
- GW Well
- Weather Station
- Soil Moisture Monitoring
- Mainline Pipe
- Proposed SW Pond

**Hillsborough County**

Southwest Florida  
Water Management District

MCV 07/12/2022  
2020 Aerial  
2012 NAVTEC

**CONSENT AGENDA****August 23, 2022****Resource Management Committee: City of Bradenton Aquifer Protection Recharge Well – Third-Party Review (N842)***Purpose*

The purpose of this item is to provide the results of the City of Bradenton Aquifer Protection Recharge Well project's third-party review (TPR) on the preliminary (30 percent) design and to request Governing Board approval to terminate the project and discontinue funding beyond the TPR task.

*Background/History*

The City of Bradenton (City) and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement (CFA) in 2020 for the City of Bradenton Reclaimed Water Aquifer Protection Recharge Well project. The project consists of the preliminary (30 percent) design, TPR, final design, permitting, construction, testing, and an independent performance evaluation (IPE) of one Upper Floridan aquifer recharge well, two monitoring wells, and appurtenances necessary for recharge and monitoring.

Per the CFA, the City provided the Basis of Design Report (BODR) at 30 percent design for the TPR. District staff contracted with an independent consulting firm to conduct the TPR. The City was engaged and provided support throughout the TPR process by assisting with data requests, providing clarification on information provided, and allowing the City's consultant on the project to prepare additional documentation and perform data analysis.

The TPR was completed in January 2022 by the District's TPR consultant and included review of the design, water quality data, water availability, cost estimates, project schedule, constructability, and ability to meet the proposed measurable resource benefits, which was defined as a minimum injection rate of 5 million gallons per a day (mgd). The City, through the evaluation of its original funding application, indicated that sufficient reclaimed water would be available to meet the proposed Measurable Benefit. The District requested that water availability be evaluated in detail as a part of the TPR. This included an evaluation of current demands, current customer commitments and projected increases in capacity from population growth. The TPR concluded that the project would not meet the Measurable Benefit stated in the CFA due to limited reclaimed water availability from the City. TPR results were shared with the City who acknowledged and agreed with its findings.

*Benefits/Costs*

The construction of the recharge well at the City's wastewater treatment plant was intended to replenish groundwater in the most impacted area (MIA) of the Southern Water Use Caution Area (SWUCA). Beyond the TPR, the proposed Measurable Benefit of this project was to provide a minimum injection rate of 5 mgd into the Upper Floridan aquifer. This would be calculated each year using a 5-year moving average for a 20-year period.

The initial conceptual cost for the entire project was estimated to be \$5,050,000. The City provided an updated opinion of probable cost based on the current trend of increasing material and labor costs. The revised opinion of probable cost increased to \$6,887,000. The TPR confirmed that the revised costs were reasonable.

The final TPR report concluded that the City will not have an adequate quantity of reclaimed water available to achieve the proposed Measurable Benefit outlined in the CFA due to the City's commitment to meeting its current customers' demands. Based on these TPR findings, both parties mutually agree to terminate the agreement. The total amount of District funding shall not exceed \$141,695.50 for the work associated with 30 percent design and TPR.

Staff Recommendation:

Authorize staff to terminate the agreement without further payment obligation beyond the TPR task and approve a not-to-exceed District funding amount of \$141,695.50.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources

## CONSENT AGENDA

August 23, 2022

### Resource Management Committee: Board Encumbrance of the Wysong Water Control Structure Refurbishment (C677) Construction Funds

#### *Purpose*

The purpose of this item is to request the encumbrance of fiscal year (FY) 2022 construction funds for the Wysong Water Control Structure Refurbishment (C677) project to carry forward into FY2023.

#### *Background/History*

The Wysong-Coogler Water Conservation Structure is an adjustable crest weir located in the Withlacoochee River, which is a navigable waterway. It is raised or lowered in response to changes in hydrologic conditions and to help conserve water upstream along the river and in Lake Panasoffkee. Adjacent to the structure is the Wysong Boat Lock. The lock allows for small boat traffic to move up or downstream of the structure on the river. The existing structure and lock configurations were completed in 2002. Both the structure and lock consist of large inflatable air bladders that raise and lower large steel gates. Aging (20 years) air bladders and pneumatic components that leak are requiring refill by the compressor multiple times a day. Also, the structure and lock gates are showing signs of severe structural corrosion. The gates are constructed of galvanized steel, but the coating has corroded away. This project includes the design, which is currently underway, and construction of the structure and lock replacement.

#### *Benefits/Costs*

The benefit of refurbishing Wysong is improved operation and maintenance of the structure and lock. This will allow for more efficient and accurate gate operations in response to storm events or during periods of low water. An improved maintenance system will reduce staff time and allow for year-round maintenance or inspections that are currently limited when river levels are high. Additional benefits include a faster cycle time for the boat lock and erosion control improvements downstream. Replacement will also reduce repair costs and the risk of potential structure failure.

The requested encumbrance of \$4,000,000 in FY2022 funds for construction was included in the Engineering and Project Management Bureau considerations when developing its FY2023 recommended budget.

#### Staff Recommendation:

Approve the encumbrance of \$4,000,000 of FY2022 funds for the Wysong Water Control Structure Refurbishment (C677) project to carry forward into FY2023 for future year planned expenditures.

#### Presenter:

Scott Letasi, Bureau Chief, Engineering and Project Management

**CONSENT AGENDA****August 23, 2022****Operations, Lands and Resource Monitoring Committee: First Right of Refusal - Costine  
Conservation Easement SWF Parcel No. 10-200-1224C***Purpose*

The purpose of this item is to recommend the Governing Board decline the first right of refusal to purchase the remainder fee simple interest over SWF Parcel 10-200-1224C encumbered by a conservation easement (Conservation Easement) held by the District, Exhibit 1 to this recap. The Conservation Easement encumbers approximately 81 acres in Polk County within the District's Green Swamp Wilderness Preserve Project, as shown on the attached location and site maps, Exhibits 2 and 3, respectively.

*Background and History*

The District identifies lands eligible for acquisition through the Board-approved Florida Forever Work Plan (Plan). The lands are identified in the Plan for either fee simple acquisitions or for the acquisition of less-than-fee interests, such as a conservation easement. Less-than-fee acquisitions consist of the purchase of certain rights, such as development rights, that are intended to ensure that natural systems and water resources remain in their existing state and protected in perpetuity. Acquisition of a conservation easement may include a "right of first refusal" to acquire the remainder fee interest in the encumbered property. This "right" is perpetual, running with the land, and remains in effect regardless of whether the District has declined a previous offer.

The District originally acquired the Conservation Easement in 2000. The Polk County Property Appraiser's assessment records indicate that the "just value" for the property is currently set at \$65,382.00 or \$807.18 per gross acre. The right of first refusal in the Conservation Easement requires notification to the District of the Grantor's (owner's) intent to sell the property, or any portion thereof, and that an offer be extended to sell the property to the District. In accordance with these requirements the District received a notice of intent to sell the property from the owner. District staff has evaluated the potential acquisition of the remainder fee interest and determined that the Conservation Easement is adequate to protect the natural systems and water resource benefits and that acquisition of the fee is not necessary.

*Benefit/Costs*

The terms and conditions of the Conservation Easement are adequate to protect the water resources of the property. The benefits of acquiring the remainder fee simple interest would be minimal.

**Staff Recommendation:**

- Approve declining the right of first refusal to purchase the remainder fee simple interest for SWF Parcel No. 10-200-1224C that is subject to a District conservation easement; and
- Authorize the Executive Director to execute the necessary documents to decline the first right of refusal on SWF Parcel 10-200-1224C.

**Presenter:**

Ellen Morrison, Bureau Chief, Land Resources



INSTR # 2000051162

OR BK 04432 PG 0004

RECORDED 04/04/2000 02:31 PM

RICHARD M. WEISS CLERK OF COURT

POLK COUNTY

DOC TAX PD (F.S. 201.02)

483.70

DEPUTY CLERK B Morris

SWF Parcel No. 10-200-1224C

Approved by Attorney: 

Tax I. D. No. 30-25-24-000000-031000

**PERPETUAL CONSERVATION EASEMENT**

This Indenture, made and entered into this 3<sup>rd</sup> day of APRIL, 2000, by and between Charles Nathan Platt and Mary Ruth Platt, whose address is 3515 North Combee Road, Lakeland, Florida 33805, hereinafter referred to as "the Grantors," and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter referred to as "the Grantee."

**WITNESSETH:**

Whereas, the Grantors are the owners in fee simple of certain real property lying and being situated in Polk County, Florida, more specifically described in Exhibit "A," attached hereto and incorporated herein by reference, hereinafter referred to as "the protected property"; and

Whereas, the Grantors and the Grantee mutually recognize the natural, scenic and special character of the protected property and have the common purpose of conserving certain natural values and character of the protected property by conveyance to the Grantee of a Perpetual Conservation Easement on, over and across the protected property, which shall conserve the value, character, ecological integrity and hydrological integrity of the protected property, conserve and protect the animal and plant populations on the protected property, and prohibit certain further development activity on the protected property.

Now, Therefore, the Grantors, in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the Grantee and its successors and assigns a Perpetual Conservation Easement on, over and across the protected property for the purposes as set forth above, and pursuant to Section 704.06, Florida Statutes.

**I. PROHIBITED/RESTRICTED USES**

**The Grantors hereby restrict the use of the protected property as follows:**

**1. Construction.** There shall be no further construction of or the placing of new buildings, roads, signs, billboards or other advertising, or other structures on or above the ground, except that the Grantors shall have the right to maintain any and all existing buildings, roads, fences, fish ponds and drainage ditches in an attractive and usable condition without the consent of the Grantee, subject to obtaining all consent or permits lawfully required therefore. However, the construction or operation of barns, fences or other buildings necessary to agricultural activities is permitted. The existing single family residence currently on the property is considered an acceptable use.

**2. Dumping.** Except as provided by law, there shall be no dumping or placing of soil, trash, solid or liquid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the protected property. However, this provision shall not be construed to prevent the deposit of household waste or animal waste generated on the protected property.

**3. Exotics.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC), except bahia pasture grasses approved for domestic use. There shall be management and control of any occurrence of nuisance exotic or non-native plants to the degree practical. Management and control applies to the following unless others are observed during monitoring events: Brazilian Pepper, Melaleuca, Japanese and Old World Climbing Fern, Skunk Vine, Tropical Soda Apple, Cogon Grass, Torpedo Grass, Australian Pine, Water Hyacinth, Hydrilla, Air Potato, Chinese Tallow, Water Lettuce and Kudzu.

**4. Pesticides/Herbicides.** Pesticides or herbicides must be applied according to Best Management Practices (BMPs) if applicable or in their absence in accordance with current label instructions.

**5. Fertilizer.** Fertilizer shall be applied as a maximum according to BMPs.



**6. Mining.** There shall be no exploration for or extraction of oil or gas, mining, excavation, dredging, or removal of sand, loam, peat, gravel, rock, soil, or other material, except as provided in paragraph 1.

**7. Endangered Species.** There shall be no adverse impacts to threatened or endangered species.

**8. Archaeological, Cultural or Historical Sites.** There shall be no destruction or damage to any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantors by any United States or State of Florida agency, unless authorized or approved by the appropriate officials of the State of Florida having jurisdiction thereover.

## **II. RIGHTS RESERVED TO GRANTORS**

**(Rights not specifically reserved herein are not allowed)**

Grantors reserve in perpetuity, and reserve for their successors and assigns in perpetuity, the following reserved rights, which may be exercised at any time (subject to any notice requirements set forth below):

**1. Sale of Protected Property.** Grantors shall have the right to sell, rent or mortgage the protected property provided that the protected property is not divided. Any such interest granted subsequent to this document shall be secondary to this Perpetual Conservation Easement.

**2. Existing Agricultural Areas.** Areas currently improved for agricultural activities, or cattle operation as established by a base-line natural resources inventory can continue to be used for these existing activities or converted to other agricultural activities as itemized below. Lands that are established by the base-line natural resources inventory as being native range must remain native range and lands that are established as natural lands must remain natural lands.

**a. Other Agricultural Activities.** Permitted agricultural activities shall be in accordance with BMPs and include the following:

- 1) livestock/farm animals (not to include commercial pig, poultry or dairy farming)

**3. Silviculture.** Grantors shall have the right to conduct selective forestry operations (silviculture) in accordance with BMPs on the protected property, subject to the below conditions and restrictions:

**a. Upland Harvesting.** Uplands shall be defined as those areas of the protected property that are not considered wetlands interpreted from aerial photography and established by the base-line inventory. The aerial photographs which shall be used as the reference basis shall be maintained at the Grantee's headquarters.

Selective pine harvesting by Grantors is permitted. After such pine harvesting, the remaining stand shall retain at a minimum approximately 25 square feet of basal area per acre and the leave trees shall be chosen from the population of the dominant and the codominant.

**b. Pine Plantation Harvesting.** Providing there is no introduction of "off-site" species, harvesting and replanting can continue by following BMPs in upland areas identified as currently improved in the base-line inventory.

**c. Wetland Harvesting.** Wetlands shall be defined as those areas of the protected property not identified as uplands and interpreted from aerial photography and established by the base-line inventory. There shall be no harvesting in wetlands.

**4. Cattle Operation.** Grantors shall retain the right to maintain a cattle operation as determined by United States Department of Agriculture Natural Resources Conservation Service (NRCS) guidelines. This determination shall show the number of acres of existing improved pasture and native range and the number of animal units that are acceptable. An animal unit will be defined by the NRCS. The cattle will have access to the entire protected property. This determination shall be maintained at the Grantee's headquarters office. The carrying capacity in animal units may be changed only by written agreement executed by Grantors and Grantee if in accordance with current NRCS guidelines.

**5. Sod Operation.** Grantors shall retain the right to harvest bahia grass sod from the upland portions of the protected property which are improved pasture as of the date of execution of this Conservation Easement; provided; however, that the Grantors may harvest no more than 25 percent of the presently improved pasture per calendar years; and provided, further, that the Grantors shall adhere to currently existing BMPs, especially as to fertilizer use.

**6. Hunting and Fishing.** Grantors retain hunting and fishing rights. Any lease of these rights shall be contingent upon Grantors providing Grantee with a wildlife management plan consistent with the Florida Fish and Wildlife Conservation Commission guidelines.

**7. Quiet Use and Enjoyment.** Grantors retain all rights to use the protected property for personal use not inconsistent with any other provisions of this document.

### **III. GENERAL PROVISIONS**

**BMPs as referenced throughout this document are considered to include those practices currently approved by any or all of the following:**

**U. S. Department of Agriculture Natural Resources Conservation Service (NRCS)**

**United States Fish and Wildlife Service**

**Florida Department of Agriculture and Consumer Services**

**Florida Fish and Wildlife Conservation Commission**

**Florida Forest Stewardship Program**

**University of Florida Institute of Food and Agricultural Sciences (IFAS)**

**Florida Cattleman's Association**

Grantors grant unto Grantee and its successors and assigns this Perpetual Conservation Easement to have and to hold in perpetuity.

The Grantors agree to make timely payment of all ad valorem taxes on the fee of the protected property as long as the Grantors retain fee simple title to the land.

The Grantors agree to indemnify and save the Grantee harmless from any and all liability, loss, damage, expense, judgment or claim (including attorneys' fees) arising out of any negligent or willful action or activity resulting from the Grantors' use and ownership of or activities on the protected property granted herein. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the protected property.

The Grantors hereby grant to the Grantee a "Right of First-Refusal" to purchase the protected property, or any interest in the protected property, which the Grantors hereinafter wish to sell. The Grantors shall notify the Grantee in writing of the Grantors' intent to accept an offer to sell the protected property, or any interest in it, to a third party purchaser. The Grantee shall have forty-five (45) days from receipt of said notification within which to provide the Grantee's written notice to the Grantors of the Grantee's intention to purchase the property. If the Grantee notifies the Grantors that the Grantee has decided not to purchase the protected property, or, in the event the Grantee fails to notify the Grantors, within forty-five (45) days, of its intent to purchase the property, then the Grantors may sell the property to the person named in the Grantors' notice. If the Grantors do not sell the property to said named person, then the Grantee shall have the same right-of-first-refusal



before the Grantors may accept an offer from another purchaser. This Right-of-First-Refusal shall apply to any voluntary or involuntary transfer of the property to any other entity, including a devise by will or intestacy; however, this Right-of-First-Refusal is not applicable to a transfer of the Grantors' property by the Grantors to other persons related by blood to the Grantors. The parties specifically intend that this Right-of-First-Refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors.

The Grantors also agree to notify the Grantee in writing whenever the Grantors wish to sell the property and offer to sell the property to the Grantee. Upon receipt of such notice, the Grantee shall have the same forty-five (45) day period mentioned above to provide notice to the Grantors of the Grantee's intent to purchase. If the Grantee does not purchase the property for any reason, then the Grantors may sell the property to anyone within a one-year period. If the Grantors have not sold the property within one year, then the Grantee's Right-of-First-Refusal re-attaches to the property.

The Grantors shall assist the Grantee in the monitoring and enforcement of the terms and conditions hereof. The Grantee and its agents, employees and assigns may enter upon, over and across the protected property at any reasonable time for the purpose of insuring compliance with the terms and conditions hereof so long as such entry does not interfere with the rights and uses of the protected property retained by the Grantors. Grantee will provide Grantors with at least twenty-four (24) hours notice before any planned inspection of the protected property.

**The Grantee shall not have the right to allow the general public on the protected property at any time without the prior written consent of the Grantors.**

**The terms and conditions hereof may be modified only by mutual agreement in writing by the Grantors and the Grantee.**

In the event of violation of the terms and conditions hereof, the Grantors or the Grantee shall give written notice to the other party which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantors or by the Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Polk County, Florida, unless agreed otherwise by the parties. In the event of such suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal.

All disputes, claims and questions regarding the rights and obligations of the parties are subject to arbitration. In case of dispute, either party may make a demand for arbitration by filing such demand in writing with the other party. If the parties agree on a single individual selection, there shall be one arbitrator. If no agreement as to an arbitrator is reached within thirty (30) days after demand for arbitration, there shall be three (3) arbitrators, one named in writing by the Grantors and the second by the Grantee within forty-five (45) days after demand for arbitration, and a third chosen by the two who are appointed. The single arbitrator's decision shall be binding. No one shall act as an arbitrator who in any way has a financial or ownership interest in the property. Should either party refuse or neglect to appoint an arbitrator or to furnish the arbitrators with any necessary papers or information, they are empowered by both parties to proceed ex parte. The decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitrators shall fix their own compensation, unless otherwise agreed upon, and shall assess the costs and charges of the arbitration on either or both parties.

In Witness Whereof, the parties or their lawful representatives of the parties hereto have caused this Agreement to be executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

O. George Grubbs  
Signature of Witness #1

O. GEORGE GRUBBS  
(Typed/Printed Name of Witness #1)

Connie P. Brown  
Signature of Witness #2

CONNIE P. BROWN  
(Typed/Printed Name of Witness #2)

Charles Nathan Platt  
Charles Nathan Platt, Grantor

### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of APRIL, 2000, by Charles Nathan Platt, who is personally known to me or has produced driver license as identification.

(Seal)

**O. GEORGE GRUBBS**  
Notary Public, State of Florida  
My Comm. Expires Aug. 26, 2000  
Comm. No. CC551010

O. George Grubbs  
Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

O. George Grubbs  
 Signature of Witness #1  
**O. GEORGE GRUBBS**

(Typed/Printed Name of Witness #1)

Connie P. Brown  
 Signature of Witness #2  
**CONNIE P. BROWN**

(Typed/Printed Name of Witness #2)

Mary Ruth Platt  
 Mary Ruth Platt, Grantor

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
 COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of APRIL, 2000, by Mary Ruth Platt, who is personally known to me or has produced Driver License as identification.

(Seal) **O. GEORGE GRUBBS**  
 Notary Public, State of Florida  
 My Comm. Expires Aug. 26, 2000  
 Comm. No. CC551010

O. George Grubbs  
 Name of Notary

(Name of Notary typed, printed or stamped)  
 Commission No. \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Southwest Florida Water Management  
District, Grantee

*M.R. Mahagan*

Signature of Witness #1

*M.R. MAHAGAN*  
(Typed/Printed Name of Witness #1)

By:

*Fritz H. Musselmann*

Fritz H. Musselmann, Land Resources Director



*Jay T. Ahern*

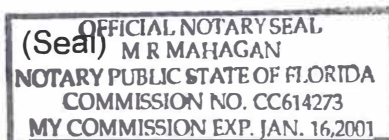
Signature of Witness #2

*JAY T. AHERN*  
(Typed/Printed Name of Witness #2)

### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 15TH day of MARCH, 2000, by Fritz H. Musselmann, Land Resources Director of the Southwest Florida Water Management District. He is personally known to me.



*M.R. Mahagan*

Name of Notary

*M.R. MAHAGAN*

(Name of Notary typed, printed or stamped)

Commission No. CC614273

My Commission Expires: JAN. 16, 2001

This instrument prepared by:  
Wayne Alfieri, Deputy General Counsel  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34609-6899

release\10-200-1224C-Platt-pce 03-14-00



EXHIBIT "A"

The North 1/2 of the NW 1/4 of Section 30,  
Township 25 South, Range 24 East, Polk  
County, Florida.

CWF PARCEL NO. 10-200-1224C  
CLOSING CHECKLIST PLATT

REAL ESTATE TAXES:

N/A TAX PRORATIONS REQUESTED

N/A TAX PRORATIONS RECEIVED

CONSIDERATION:

☒ BUYER'S CLOSING STATEMENT COMPLETED

☒ BUYER'S CLOSING STATEMENT SIGNED

☒ MEMO FOR FUNDS PREPARED

N/A SELLER'S CLOSING STATEMENT COMPLETED (IF REQUIRED)

☒ WIRE TRANSFER PREPARATIONS MADE (IF REQUIRED)

CONVEYANCES:

☒ LEGAL DESCRIPTION REVIEWED & APPROVED

☒ DEED REVIEWED & APPROVED

☐ OTHER \_\_\_\_\_

CLOSING AFFIDAVITS:

N/A DISCLOSURE OF BENEFICIAL INTEREST (FOR CORPORATIONS)

N/A NON-FOREIGN CORP. AFFIDAVIT (FOR CORPORATIONS)

☐ AFFIDAVIT OF POSSESSION & NO LIENS

☐ OTHER \_\_\_\_\_

CLOSING REQUIREMENTS:

☒ SURVEY SEALED AND CERTIFIED TO: COMMONWEALTH

☒ ENVIRONMENTAL ASSESSMENT REVIEWED & APPROVED (VERIFY PAYMENT)

☒ PRE-CLOSING SITE INSPECTION - PAUL ELLIOTT = WILL HANDLE

☐ PRE-CLOSING REVIEW OF TITLE COMMITMENT & ENDORSEMENTS

☐ OTHER \_\_\_\_\_

SPECIAL REQUIREMENTS:

POST CLOSING:

☒ DEED RECORDED

☒ OWNER'S TITLE POLICY DELIVERED

☒ NOTIFICATION AND/OR COORDINATION OF NEW OWNERSHIP IN DISTRICT

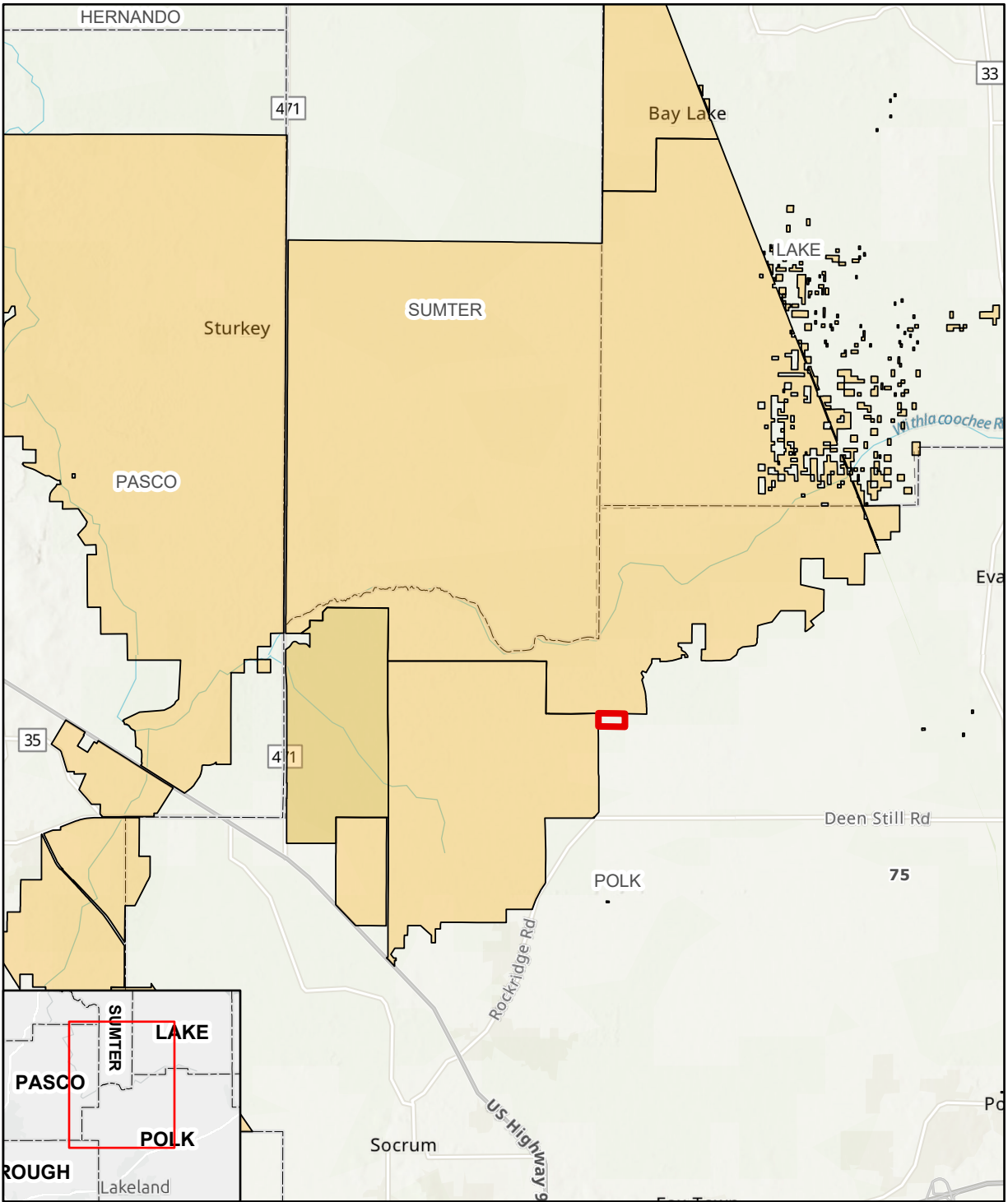
**CHECKLIST ON LAND ACQUISITIONS**

10-200-1224C

1. PROJECT LIMITS APPROVED/AMENDED
2. RESOURCE EVALUATION COMPLETED
3. PARCEL NUMBERS ASSIGNED/FUNDING  
SOURCE IDENTIFIED: P-2000
4. OWNER(S) CONTACTED AND  
AUTHORIZATION(S) OBTAINED
5. TITLE COMPANIES SOLICITED
6. APPRAISERS SOLICITED
7. TITLE COMPANY SELECTED
8. APPRAISER(S) SELECTED
9. REVIEW APPRAISER SOLICITED/SELECTED
10. APPRAISER(S)-OWNER(S) ONSITE INSPECTION
11. SURVEY/SKETCH AND LEGAL DESCRIPTION ORDERED
12. (a.) TITLE COMMITMENT RECEIVED AND REVIEWED  
(b.) OFFICE OF GENERAL COUNSEL'S TITLE OPINION
13. APPRAISAL REPORTS REVIEWED BY PEER COMMITTEE
14. APPRAISAL VARIANCES CORRECTED
15. REVIEW APPRAISER'S REPORT REVIEWED
16. APPRAISAL(S)/OFFER APPROVED BY  
LAND RESOURCES DIRECTOR
17. ANY ONSITE WELLS DETERMINED FOR DISTRICT USE  
OR TO BE CAPPED/PLUGGED BY OWNER(S)
18. NEGOTIATION WITH OWNER(S) ON TERMS

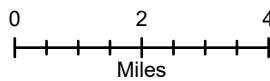
✓  
✓  
✓  
✓  
✓  
✓  
COMMONWEALTH  
STRING  
N/A  
9/10/99  
✓  
✓  
✓  
✓  
N/A  
✓  
✓  
✓

**Exhibit 2**  
**First Right of Refusal - Costine Conservation Easement**  
**SWF Parcel No. 10-200-1224C Location Map**



Esri, CGIAR, USGS, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

- District Owned Lands Fee Simple
- SWF Parcel No. 10-200-1224C



**Southwest Florida**  
 Water Management District



**Exhibit 3**  
**First Right of Refusal - Costine Conservation Easement**  
**SWF Parcel No. 10-200-1224C Site Map**



State of Florida, Maxar, Esri Community Maps Contributors, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

- SWF Parcel No. 10-200-1224C
- District Owned Lands Fee Simple

0 500 1,000  
 Feet



**Southwest Florida**  
 Water Management District

**CONSENT AGENDA****August 23, 2022****Operations, Lands and Resource Monitoring Committee: Purchase and Sale to FDOT for widening of SR93A (I-75) over the Tampa Bypass Canal SWF Parcel No. 13-004-320***Purpose*

Recommend the Governing Board declare SWF Parcel No. 13-004-321S as surplus and convey to the Florida Department of Transportation (FDOT) in response to FDOT's offer to purchase a small portion of the Tampa Bypass Canal (TBC Sale Property) for the widening of Interstate 75 (I-75) over the TBC. The FDOT's offer set forth in the Statement of Offer attached hereto as Exhibit 1 is based on the full appraised value of the TBC Sale Property and is being made in lieu of exercising its right to proceed with eminent domain to obtain the TBC Sale Property. The FDOT intends to use the TBC Sale Property for 33 bridge piers for the construction of a bridge widening I-75 over the TBC. The Purchase Agreement, a general location map, and an aerial map are attached as Exhibits 2, 3 and 4, respectively.

*Background*

In 1972, the District became the local sponsor for the TBC which was constructed by the United States Army Corps of Engineers. The TBC is used to route excess water around the cities of Temple Terrace and Tampa to help prevent flooding.

In 1979, the FDOT began the process of constructing two (2) 828' bridges over the TBC in conjunction with two miles of I-75 in Hillsborough County, and in April 1985, the FDOT completed eminent domain proceedings against the District for the piers required for said bridges.

The FDOT currently has plans to widen the two (2) existing bridges to create an additional traffic lane on each bridge and requires additional land to place the piers for the additional traffic lanes. The 33 piers that will be necessary to complete this construction requires an additional 13,720 square feet, or 0.315 acres. The FDOT has provided an appraisal to the District for the additional required area and has agreed to pay the full appraised price for the additional area.

*Summary of Value and Offer*

After review and input by District staff, the FDOT decided to make an offer to purchase the additional required area in lieu of eminent domain proceedings. As part of this review and input process, the FDOT submitted an appraisal prepared by Kent Evans, MAI, CCIM that has been reviewed by qualified District staff. Based on the foregoing, the appraisal submitted by FDOT has been deemed factually sound, meets District and industry standards, and the assumptions used to make the value determination are reasonable. Section 373.056, Florida Statutes, (F.S.) authorizes the District to convey property not required for its purposes to other agencies based on terms and conditions acceptable to the Governing Board.

The recent appraisal received from the FDOT is dated June 2022 and is based on a value of \$3,500 per gross acre for the non-usable land (the submerged portion) and \$3.50 per square foot for the usable land. The appraisal and subsequent offer to purchase were based on approximately 13,720 square feet or 0.315 acres with the estimated value and offer for the TBC Sale Property to be \$48,100 based on slightly more than 100 percent of the appraised value.

### *Benefits/Costs*

The sale of this property is in lieu of the FDOT exercising their power of eminent domain. Pursuant to Section 373.139, F.S., revenue derived from this sale may only be used for the purchase of other lands meeting the criteria specified in this Section or payment of debt on revenue bonds or notes issued under Section 373.584, F.S.

### Staff Recommendation:

- Determine the property identified is no longer required for District purposes;
- Approve the Purchase Agreement and authorize the Executive Director to sign on the behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed; 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



**STATEMENT OF OFFER**

Southwest Florida Water Management District  
2379 Broad St.  
Brooksville, FL 34604

ITEM/SEGMENT NO.: 4453172  
DISTRICT: 7  
FEDERAL PROJECT NO.: \_\_\_\_\_  
STATE ROAD NO.: I 75 and By-Pass Canal  
COUNTY: Hillsborough  
PARCEL NO.: 107

Dear SWFWMD,

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is: Fee simple

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any: N/A

The following items were excluded: N/A

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	\$ <u>48,100.00</u>
Improvements	\$ _____
Real Estate Damages	\$ _____
Total	\$ <u>48,100.00</u>

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:

Joseph Murphy

at 813-975-6228 or Joseph.Murphy@dot.state.fl.us

Sincerely,

*Patricia Berg for*  
Aurelie J. Anthony

District Right of Way Manager

By: Patricia Berg

Project Manager - Acquisition

*Mary Marsh*

*7-19-22*

Patricia Berg

Type or Print Name

*7-19-22*

Date

*mjmanse*  
*Patricia Berg*

Delivered By

*Ellen Morrison*

Receipt Acknowledged By

*Ellen Morrison*

Type or Print Name

*7.19.22*

Date



## RECEIPT ACKNOWLEDGMENT

Date: 7/18/2022

Re: Item/Segment No.: 4453172  
Parcel: 107  
SR: I-75 and By-Pass Canal  
County: Hillsborough

This is to acknowledge that I have received the following item(s):

- ☒ R/W Map or sketch  
☒ Donation Letter  
☒ Statement of Offer  
☒ Appraisal Report  
☒ Direct Payment Form  
☒ Tax Identification Information  
☐ Other

from Patricia Berg of the Florida Department of Transportation.

  
Signature

7.19.22  
Date

Ellen Morrison  
Print Name / Title Bureau Chief  
Land Resources Bureau

h:\rowlacquisit\445317-2 i-75 at bypass canal\107 swfwmd\offer\receipt ackn. for offer.doc



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

JARED W. PERDUE, P.E.  
SECRETARY

### Donation of Property to the Florida Department of Transportation

Southwest Florida Water Management  
District  
2379 Broad St.  
Brooksville, FL 34604

ITEM/SEGMENT NO.:	4453172
MANAGING DISTRICT:	7
F.A.P. NO.:	
STATE ROAD NO.:	175
COUNTY:	Hillsborough
PARCEL NO.:	107
INTEREST CONVEYED:	Fee

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

declined

  
Owner's Signature

Ellen Morrison  
Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

## DIRECT PAYMENT AUTHORIZATION

To: Aurelie J. Anthony, District Right of Way Manager  
Florida Department of Transportation, District 7  
11201 N. McKinley Drive  
Tampa, FL 33612

Re: Item/Seg. No. : 4453172  
County : Hillsborough  
SR : I 75 and By-Pass Canal  
Parcel No. : 107

Dear Ms. Anthony:

This is to advise that I have retained the following to provide reports and/or assistance to me during your acquisition of the referenced property:

Attorney: \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN # or EIN #: \_\_\_\_\_

Appraiser: \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN # or EIN #: \_\_\_\_\_

Engineer: \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN # or EIN #: \_\_\_\_\_

\_\_\_\_\_ I am hereby requesting that all fees and costs payable to the experts listed above be paid collectively under one warrant to the trust account of the above referenced attorney in accordance with the executed Purchase Agreement. It will be the Attorney's responsibility to pay the various providers he/she has subcontracted with to provide services. Individual invoices for the various providers are either attached to or provided under separate cover. In addition, I am further requesting that the compensation to which I am entitled be paid directly to me as the owner of this parcel.

\_\_\_\_\_ I am hereby requesting that the expert fees and costs to which I am entitled under the provisions of Chapter 337.21, Florida Statutes, be paid directly to each of these providers in accordance with the individual invoices either attached here to or provided under separate cover.

\_\_\_\_\_ I am hereby requesting that all compensation to which I am entitled, including expert fees be collectively paid under one warrant to the trust account of the above referenced attorney. It will be the Attorney's responsibility to pay the various providers he/she has subcontracted with to provide services. Individual invoices for the various providers are either attached to or provided under separate cover.

\_\_\_\_\_ I am hereby requesting that all compensation to which I am entitled, including expert fees be collectively paid under one warrant to me as the owner of this parcel. It will be my responsibility to pay the various providers I have hired to provide services. Individual invoices for the various providers are either attached to or provided under separate cover. The Purchase Agreement was an all-inclusive agreement therefore all fees and costs were included.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

**CONFIDENTIAL**

Revised 2/15/17

## Exhibit 2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PURCHASE AGREEMENT**575-030-07a  
RIGHT OF WAY  
OGC – 10/16  
Page 1 of 18

ITEM SEGMENT NO.: 4453172  
 DISTRICT: 7  
 FEDERAL PROJECT NO.: \_\_\_\_\_  
 STATE ROAD NO.: I 75 and By-Pass Canal  
 COUNTY: Hillsborough  
 PARCEL NO.: 107

**Seller:** Southwest Florida Water Management District

**Buyer:** State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property:**

(a) **Estate Being Purchased:** ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) **Real Property Described As:** See attached legal description

(c) **Personal Property:** n/a

(d) **Outdoor Advertising Structure(s) Permit Number(s):** n/a

**Buildings, Structures, Fixtures and Other Improvements Owned By Others:** n/a

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

**II. PURCHASE PRICE**

(a) **Real Property**

Land	1. \$	<u>48,100.00</u>
Improvements	2. \$	_____
Real Estate Damages (Severance/Cost-to-Cure)	3. \$	_____

**Total Real Property** 4. \$ 48,100.00

(b) **Total Personal Property** 5. \$ \_\_\_\_\_

(c) **Fees and Costs**

Attorney Fees	6. \$	_____
Appraiser Fees	7. \$	_____

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Fee(s)

8. \$ \_\_\_\_\_

**Total Fees and Costs** 9. \$ 0.00

(d) **Total Business Damages** 10. \$ \_\_\_\_\_

(e) **Total of Other Costs** 11. \$ \_\_\_\_\_

List: \_\_\_\_\_

**Total Purchase Price** (Add Lines 4, 5, 9, 10 and 11) \$ 48,100.00

**Total Global Settlement Amount**

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ \_\_\_\_\_

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or \_\_\_\_\_ \$ \_\_\_\_\_

### III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: BUYER and Seller agree all fees, costs, and business damage claims associated with this agreement are identified in Section II of this agreement.  

---

---

---
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

### IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

### V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- ☐ There is an addendum to this agreement. Page \_\_\_\_\_ is made a part of this agreement.  
☒ There is not an addendum to this agreement.

**VI.** Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

**Seller(s)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

**Buyer**

State of Florida Department of Transportation

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name and Title

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

BY: \_\_\_\_\_  
Signature Type or Print Name and Title

Legal Review: \_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title

## ADDITIONAL SIGNATURES

SELLER(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

WPI/S 445317 2      STATE ROAD 93      HILLSBOROUGH COUNTY      DESCRIPTION

PARCEL 107

LIMITED ACCESS RIGHT OF WAY

A portion of Lots 5, 8, 9 and 12 of Clewis Muck Farms according to the Plat thereof, as recorded in Plat Book 25, Page 11 of the Public Records of Hillsborough County, Florida, also being a portion of the State Road Department Free Access Air Space Corridor as recorded in Official Records Book 4547, Page 1178 of the Public Records of Hillsborough Florida, being more particularly described as follows:

All rights, title and interest in and to an air space corridor for the purpose of bridge construction over Canal-135, said corridor being described as follows:

The horizontal limits of said corridor shall be as follows:

PART "A"

COMMENCE at the Southeast corner of Section 19, Township 28 South, Range 20 East and run thence North 89°06'55" West, along the South line of said Section, a distance of 932.88 feet to the intersection with the survey line for State Road 93A (I-75) per FDOT R/W map Section 10075-2416; thence North 40°27'41" West along the said survey line of said State Road 93A, a distance of 1481.22 feet to a point on the Westerly line of the existing Florida Department of Transportation Limited Access Right of Way line as per said R/W map Section 10075-2416; thence South 00°02'00" West along said Limited Access Right of Way line, for 153.99 feet to a point on the Southwesterly Limited Access Air Space Corridor and also being a point on the Northeasterly line of the Free Access Air Space Corridor as dedicated per Official Record Book 4547, Page 1178 of the Public Records of Hillsborough Florida and the POINT OF BEGINNING; thence continue South 00°02'00" West along said Limited Access Right of Way line, a distance of 36.96 feet; thence North 40°27'41" West, a distance of 752.54 feet to a point on the Easterly Limited Access Right of Way line of said SR 93A as per said R/W map Section 10075-2416; thence North 00°02'00" East along said Limited Access Right of Way line, a distance of 36.96 feet to a point on the Southwesterly line of said Limited Access Space Corridor and also being a point on the Northeasterly line of said Free Access Air Space Corridor; thence South 40°27'41" East along said Southwesterly line of said Limited Access Space Corridor and also along the Northeasterly line of said Free Access Space Corridor, a distance of 752.54 feet to the POINT OF BEGINNING.

Containing 18,061 square feet, more or less.



## AND PART "B"

COMMENCE at the Southeast corner of Section 19, Township 28 South, Range 20 East and run thence North 89°06'55" West, along the South line of said Section, a distance of 932.88 feet to a point on the survey line for State Road 93A (I-75) per FDOT R/W map Section 10075-2416; thence North 40°27'41" West along the survey line of said State Road 93A, a distance of 1481.22 feet to the intersection with the Westerly line of the existing Florida Department of Transportation Limited Access Right of Way line as per said R/W map Section 10075-2416; thence North 00°02'00" East along said Limited Access Right of Way line, for 153.99 feet to a point on the Northeasterly Limited Access Air Space Corridor and also being a point on the Southwesterly line of the Free Access Air Space Corridor as dedicated per Official Record Book 4547, Page 1178 of the Public Records of Hillsborough Florida and the POINT OF BEGINNING' thence North 40°27'41" West along said Northeasterly Limited Access Air Space Corridor and said Southwesterly line of the Free Access Air Space Corridor, a distance of 752.54 feet to a point on the Easterly Limited Access Right of Way line as per said R/W map Section 10075-2416; thence North 00°02'00" East along said Limited Access Right of Way Line, a distance of 36.96 feet; thence South 40°27'41" East, a distance of 752.54 feet to a point on said Westerly Limited Access Right of Way Line; thence South 00°02'00" West along said Westerly Limited Access Right of Way Line, a distance of 36.96 feet to the POINT OF BEGINNING.

Containing 18,061 square feet, more or less.

Containing, in the aggregate, 0.829 acres, (36,122 square feet), more or less.

The Upper boundary of said corridor shall be unlimited in height:

The lower boundary of said corridor shall be defined as elevation 18.0 feet±, National Geodetic Vertical Datum of 1929, (also being elevation 17.1 feet±, North American Vertical Datum of 1988):

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and the facility constructed on the above described property. Lands beneath the air space corridor may be used for ingress, egress, light, air and view by the Florida Department of Transportation

Reserving however, unto the Grantor, Southwest Florida Water Management District, its successors and assigns forever, a perpetual easement and full right of ingress and egress for operation and maintenance of Canal C-135 over, in and across the air space corridor described in this part (PART "A") of Parcel 100.

## RIGHT OF WAY

Thirty-Three parcels of land required for placement of piers to support bridges over Canal C-135, being portions of lots 5, 8, 9 and 12 of Clewis Muck Farms according to the Plat thereof as recorded in Plat Book 25, Page 11 of the Public Records of Hillsborough County, Florida, said parcels being more particularly described as follows:

Lying to the left and/or right of the Survey line for State Road 93A (Interstate 75, FDOT R/W map Section 10075-2416, opposite certain stations, said Survey line and stations being described as follows:

Commence at the Southeast corner of Section 19, Township 28 South, Range 20 East and run thence North  $89^{\circ}06'55''$  West, along the South line of said Section, for 932.88 feet to the BEGINNING of the Survey line of said State Road 93A; thence North  $40^{\circ}27'41''$  West 1513.26 feet to station 1805+77.69 thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1806+46.69; thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1807+15.69; thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1807+84.69; thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1808+53.69; thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1809+22.69; thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1809+91.69; thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1810+60.69; thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1811+29.69; thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1811+98.69; thence continue North  $40^{\circ}27'41''$  West 69.00 feet to station 1812+67.69; thence continue North  $40^{\circ}27'41''$  West 1277.82 feet to the North line of the Southwest quarter of said section 19 and the END of said Survey line,

Said parcels lying within the boundaries described as follows:

## PART "C"

## RIGHT OF WAY

- (1) Left of station 1805+77.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1805+77.69 and run South  $00^{\circ}02'00''$  West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1805+77.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South  $00^{\circ}02'00''$  West, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "D"

## RIGHT OF WAY

## (2) Left and Right of station 1805+77.69

Lying within 3 foot each side of a line described as: BEGIN at Survey line station 1805+77.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1805+77.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1805+77.69 BEGINNING of survey line.

Containing 536 square feet, more or less.

## PART "E"

## RIGHT OF WAY

## (3) Right of station 1805+77.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1805+77.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1805+77.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "F"

## RIGHT OF WAY

## (4) Left of station 1806+46.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1806+46.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1806+46.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "G"

## RIGHT OF WAY

## (5) Left and Right of station 1806+46.69

Lying within 3 foot each side of a line described as: BEGIN at Survey line station 1806+46.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1806+46.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1806+46.69 BEGINNING of survey line.

Containing 536 square feet, more or less.

## PART "H"

## RIGHT OF WAY

## (6) Right of station 1806+46.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1806+46.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1806+46.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "I"

## RIGHT OF WAY

## (7) Left of station 1807+15.69

Lying within 7 foot each side of a line described as: Commence at Survey line station 1807+15.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1807+15.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 546 square feet, more or less.

## PART "J"

## RIGHT OF WAY

## (8) Left and Right of station 1807+15.69

Lying within 7 foot each side of a line described as: BEGIN at Survey line station 1807+15.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1807+15.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1807+15.69 BEGINNING of survey line.

Containing 1250 square feet, more or less.

## PART "K"

## RIGHT OF WAY

## (9) Right of station 1807+15.69

Lying within 7 foot each side of a line described as: Commence at Survey line station 1807+15.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1807+15.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 546 square feet, more or less.

## PART "L"

## RIGHT OF WAY

## (10) Left of station 1807+84.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1807+84.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1807+84.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "M"

## RIGHT OF WAY

(11) Left and Right of station 1807+84.69

Lying within 3 foot each side of a line described as: BEGIN at Survey line station 1807+84.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1807+84.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1807+84.69 BEGINNING of survey line.

Containing 536 square feet, more or less.

## PART "N"

## RIGHT OF WAY

(12) Right of station 1807+84.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1807+84.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1807+84.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "O"

## RIGHT OF WAY

(13) Left of station 1808+53.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1808+53.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1808+53.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "P"

## RIGHT OF WAY

(14) Left and Right of station 1808+53.69

Lying within 3 foot each side of a line described as: BEGIN at Survey line station 1808+53.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1808+53.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1808+53.69 BEGINNING of survey line.

Containing 536 square feet, more or less.

## PART "Q"

## RIGHT OF WAY

(15) Right of station 1808+53.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1808+53.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1808+53.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "R"

## RIGHT OF WAY

(16) Left of station 1809+22.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1809+22.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1809+22.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "S"

## RIGHT OF WAY

(17) Left and Right of station 1809+22.69

Lying within 3 foot each side of a line described as: BEGIN at Survey line station 1809+22.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1809+22.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1809+22.69 BEGINNING of survey line.

Containing 536 square feet, more or less.

## PART "T"

## RIGHT OF WAY

(18) Right of station 1809+22.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1809+22.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1809+22.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "U"

## RIGHT OF WAY

(19) Left of station 1809+91.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1809+91.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1809+91.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.



## PART "V"

## RIGHT OF WAY

(20) Left and Right of station 1809+91.69

Lying within 3 foot each side of a line described as: BEGIN at Survey line station 1809+91.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1809+91.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1809+91.69 BEGINNING of survey line.

Containing 536 square feet, more or less.

## PART "W"

## RIGHT OF WAY

(21) Right of station 1809+91.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1809+91.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1809+91.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "X"

## RIGHT OF WAY

(22) Left of station 1810+60.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1810+60.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1810+60.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

PART "Y"

Page 15 of 18

RIGHT OF WAY

(23) Left and Right of station 1810+60.69

Lying within 3 foot each side of a line described as: BEGIN at Survey line station 1810+60.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1810+60.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1810+60.69 BEGINNING of survey line.

Containing 536 square feet, more or less.

PART "Z"

RIGHT OF WAY

(24) Right of station 1810+60.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1810+60.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1810+60.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

PART "AA"

RIGHT OF WAY

(25) Left of station 1811+29.69

Lying within 7 foot each side of a line described as: Commence at Survey line station 1811+29.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1811+29.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 546 square feet, more or less.

## PART "BB"

## RIGHT OF WAY

(26) Left and Right of station 1811+29.69

Lying within 7 foot each side of a line described as: BEGIN at Survey line station 1811+29.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1811+29.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1811+29.69 BEGINNING of survey line.

Containing 1250 square feet, more or less.

## PART "CC"

## RIGHT OF WAY

(27) Right of station 1811+29.69

Lying within 7 foot each side of a line described as: Commence at Survey line station 1811+29.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1811+29.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 546 square feet, more or less.

## PART "DD"

## RIGHT OF WAY

(28) Left of station 1811+98.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1811+98.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1811+98.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "EE"

## RIGHT OF WAY

(29) Left and Right of station 1811+98.69

Lying within 3 foot each side of a line described as: BEGIN at Survey line station 1811+98.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1811+98.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1811+98.69 BEGINNING of survey line.

Containing 536 square feet, more or less.

## PART "FF"

## RIGHT OF WAY

(30) Right of station 1811+98.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1811+98.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1811+98.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "GG"

## RIGHT OF WAY

(31) Left of station 1812+67.69

Lying within 3 foot each side of a line described as: Commence at Survey line station 1812+67.69 and run South 00°02'00" West, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1812+67.69 END of survey line and the POINT OF BEGINNING of said line; thence continue South 00°02'00" West, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

## PART "HH"

## RIGHT OF WAY

(32) Left and Right of station 1812+67.69

Lying within 3 foot each side of a line described as: BEGIN at Survey line station 1812+67.69, also being Point "A" and run South 00°02'00" West, a distance of 44.66 feet to the END of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Left of station 1812+67.69 BEGINNING of survey line; thence return to Point "A" and run North 00°02'00" East, a distance of 44.66 feet to the end of said line, said point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1812+67.69 BEGINNING of survey line.

Containing 536 square feet, more or less.

## PART "II"

## RIGHT OF WAY

(33) Right of station 1812+67.69

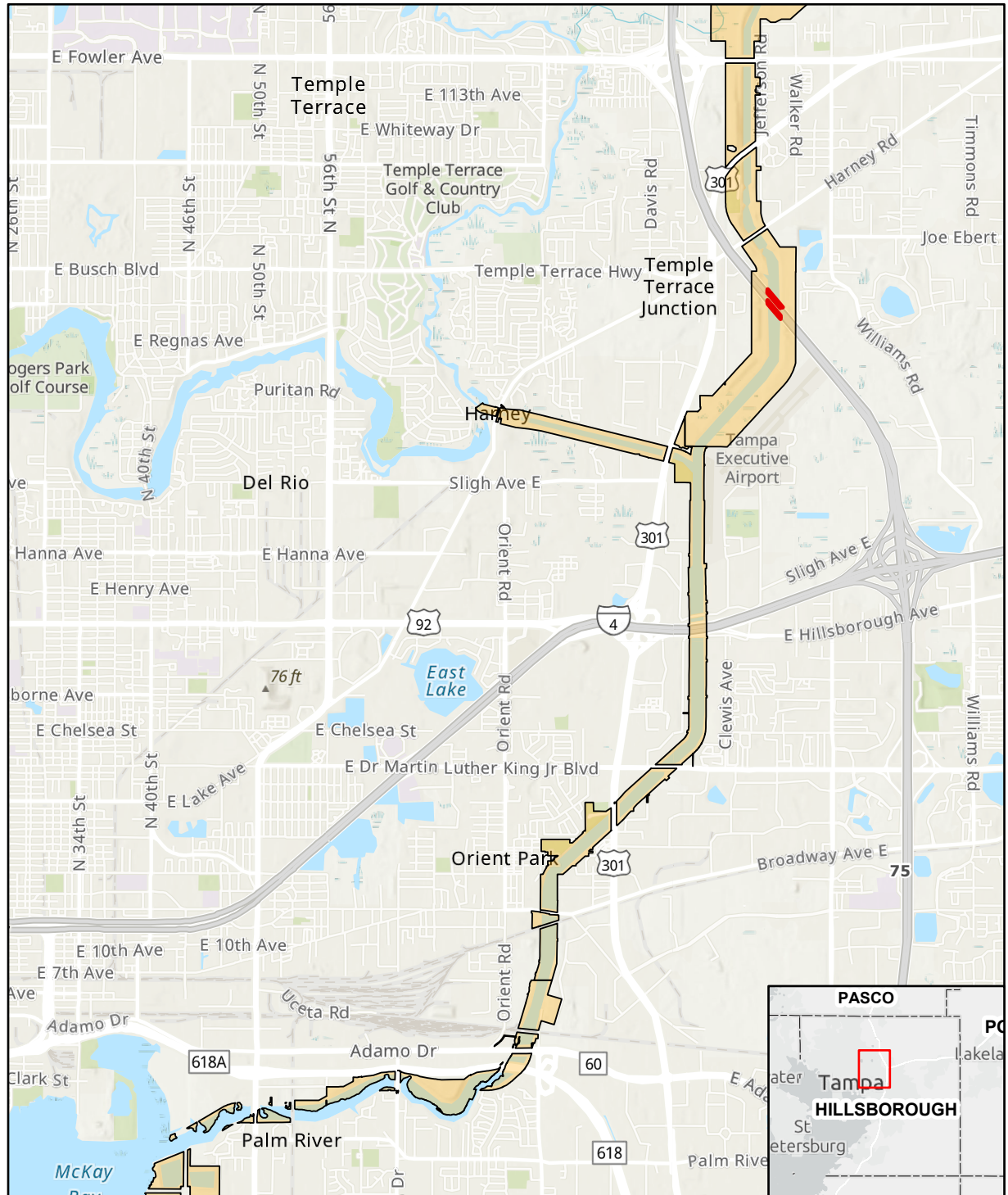
Lying within 3 foot each side of a line described as: Commence at Survey line station 1812+67.69 and run North 00°02'00" East, a distance of 146.30 feet to a point being the same point as described in Official Records Book 4757, Page 1178 of the Public Records of Hillsborough County, Florida, for Parcel Right of station 1812+67.69 END of survey line and to the POINT OF BEGINNING of said line; thence continue North 00°02'00" East, a distance of 39.00 feet to the END of said line.

Containing 234 square feet, more or less.

Parcels 1 through 33 containing, in the aggregate, 13,720 square feet, (0.315 acres), more or less.

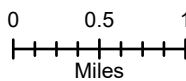
TOGETHER WITH the right to enter upon the lands of the grantor for the purpose of constructing and maintaining bridges and support structures over Canal C-135 as described by the construction and right of way plans shown in Official Records Book 4547, Page 1178 of the Public Records of Hillsborough County, Florida.

**Exhibit 3**  
**Declaration and Conveyance of Surplus Lands to FDOT for within TBC for widening I-75**  
**SWF Parcel No. 13-004-321S Location Map**



Esri, NASA, NGA, USGS, FEMA, University of South Florida, City of Tampa, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, University of South Florida, City of Tampa, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

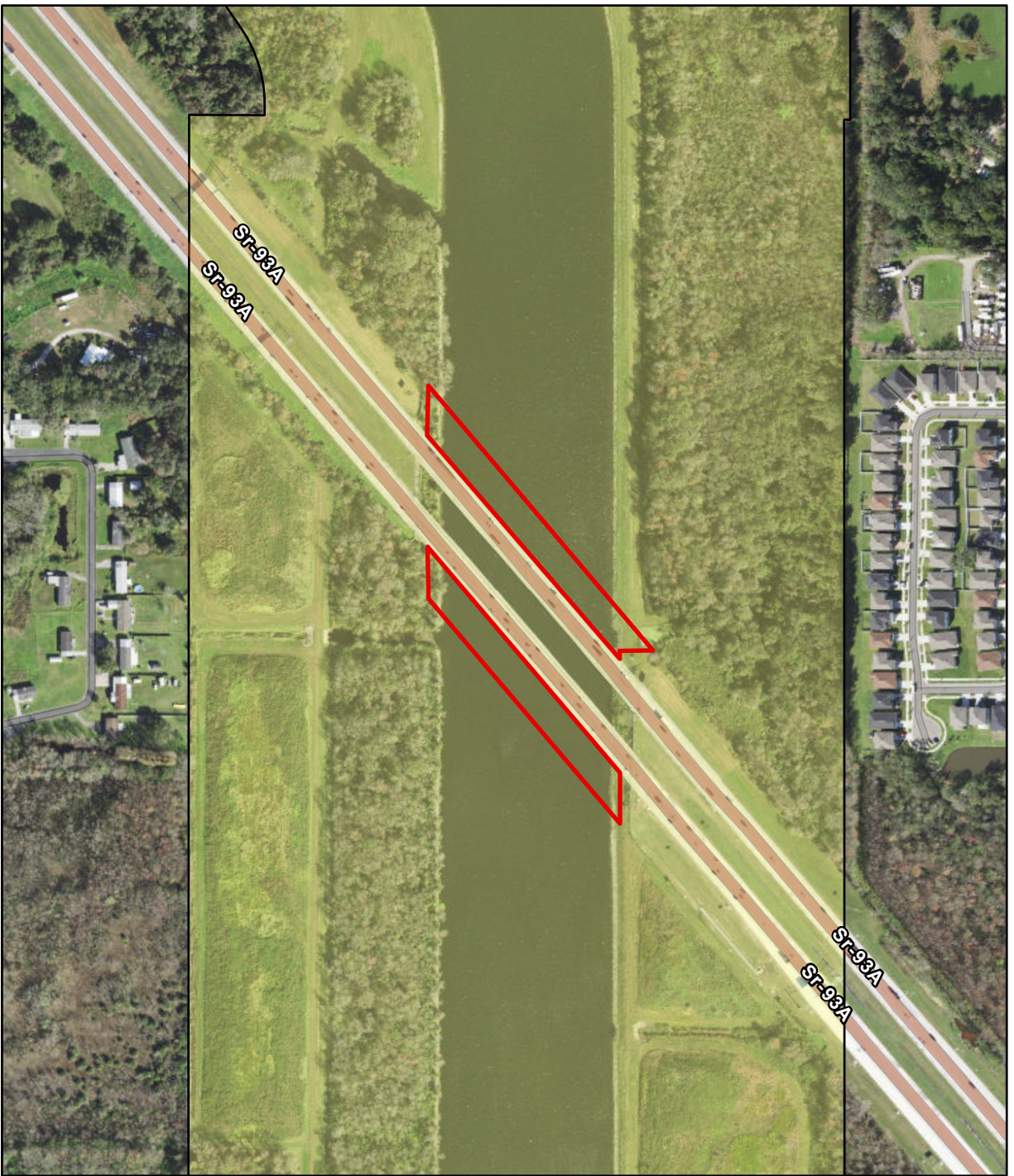
- District Owned Lands Fee Simple
- Proposed Surplus SWF Parcel No. 13-004-321S



**Southwest Florida**  
 Water Management District



**Exhibit 4**  
**Declaration and Conveyance of Surplus Lands to FDOT for within TBC for widening I-75**  
**SWF Parcel No. 13-004-321S Site Map**



State of Florida, Maxar, Esri Community Maps Contributors, University of South Florida, City of Tampa, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

- District Owned Lands Fee Simple
- Proposed Surplus SWF Parcel No. 13-004-321S





**CONSENT AGENDA****August 23, 2022****Operations, Lands and Resource Monitoring Committee: Modification of Easement for Deer Prairie Creek SWF Parcel No. 21-708-137P***Purpose*

The purpose of this item is to request Governing Board approval and acceptance of a Sovereignty Submerged Lands Easement Modification from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Easement Modification) required for road and culvert repair at the Deer Prairie Creek Preserve, attached as Exhibit 1. A general location and site map are included as Exhibit 2 and 3 respectively.

*Background and History*

The District is a co-owner of the Deer Prairie Creek Preserve (SWF Parcel No. 21-708-137P) with Sarasota County (County), and the County manages the Preserve pursuant to a management agreement (SWF Parcel No. 21-708-127X). The County is working on a natural lands small access park at Deer Prairie Creek and the access road to the proposed park crosses a branch of Deer Creek that has been deemed by Florida Department of Environmental Protection to be sovereign submerged land of the State of Florida. Due to the nature of the work being done by the County, which involves improving an access road including installation of a culvert, a sovereign submerged lands easement is required. In April of 2021, the Governing Board approved such easement; however, a slight modification to the legal description is necessary to complete the required work and the Easement Modification is therefore required. Since the County and the District co-own the property to which the easement will serve, both the County and the District must join in the conveyance. The County Board of County Commissioners approved the acceptance of the Easement Modification on behalf of the County at their regular meeting on July 12, 2022.

*Benefit/Costs*

Pursuant to the management agreement between the County and the District, the County is the lead agency and is responsible for providing public recreation opportunities on the Deer Prairie Creek Preserve. Acceptance of the Easement Modification will enable the County to continue to provide recreation opportunities on the Deer Prairie Creek Preserve as well as improve the infrastructure on the Deer Prairie Creek Preserve by improving the access road.

*Cost*

There is no cost to the District.

Staff Recommendation:

- Approve and accept the Sovereignty Submerged Lands Easement Modification from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida; and
- Authorize the Governing Board Chair to execute the Easement on behalf of the District.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources

This Instrument Prepared By:  
Tiana D. Brown  
Action No. 45391  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

---

SOVEREIGNTY SUBMERGED LANDS EASEMENT  
MODIFICATION TO INCREASE SQUARE FOOTAGE

EASEMENT NO. 42526  
BOT FILE NO. 580358665  
PA NO. 0387587-002 EG

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Sarasota County, a political subdivision of the State of Florida and Southwest Florida Water Management District, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 23, Township 39 South, Range 20 East, in Deer Prairie Creek Sarasota County, Florida, containing 3,690 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 20, 2020 and March 9, 2022.

TO HAVE THE USE OF the hereinabove described premises from April 19, 2022, the effective date of this modified easement, through November 13, 2030, the expiration date of this modified easement. The terms and conditions on and for which this modified easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for culverted road crossing and pedestrian bridge and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 0387587-001 EI, dated November 13, 2020, and General Permit No. 0387587-001 EG, dated February 10, 2022, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Sarasota County, Florida  
1660 Ringling Blvd  
Sarasota, FL 34236

Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(63), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

Brad Richardson, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the  
State of Florida.

Original Signature

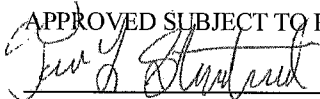
Print/Type Name of Witness

STATE OF FLORIDA  
COUNTY OF LEON

"GRANTOR"

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

  
DEP Attorney

6/2/2022

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. \_\_\_\_\_

WITNESSES:

Maria Bocci  
Original Signature

MARIA BOCCI  
Typed/Printed Name of Witness

Blanca Montoya  
Original Signature

Blanca Montoya  
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12th day of July, 2022 by Alan Maio as Chairman, for and on behalf of Board of County Commissioners of Sarasota County, a political subdivision of the State of Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

Commission/Serial No. \_\_\_\_\_

Sarasota County, a political subdivision of the State of Florida,  
By its Board of County Commissioners (SEAL)

BY: Alan Maio  
Original Signature of Executing Authority

Alan Maio  
Typed/Printed Name of Executing Authority

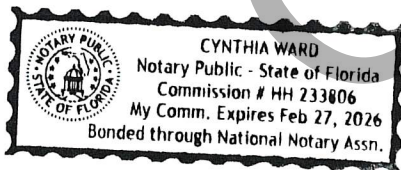
Chairman  
Title of Executing Authority

"GRANTEE"

Cynthia Ward  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

Printed, Typed or Stamped Name



WITNESSES:

Southwest Florida Water Management District (SEAL)

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_

Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Joel Schleicher

Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Chairman

Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“GRANTEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Joel Schleicher as Chairman, for and on behalf of Southwest Florida Water Management District. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

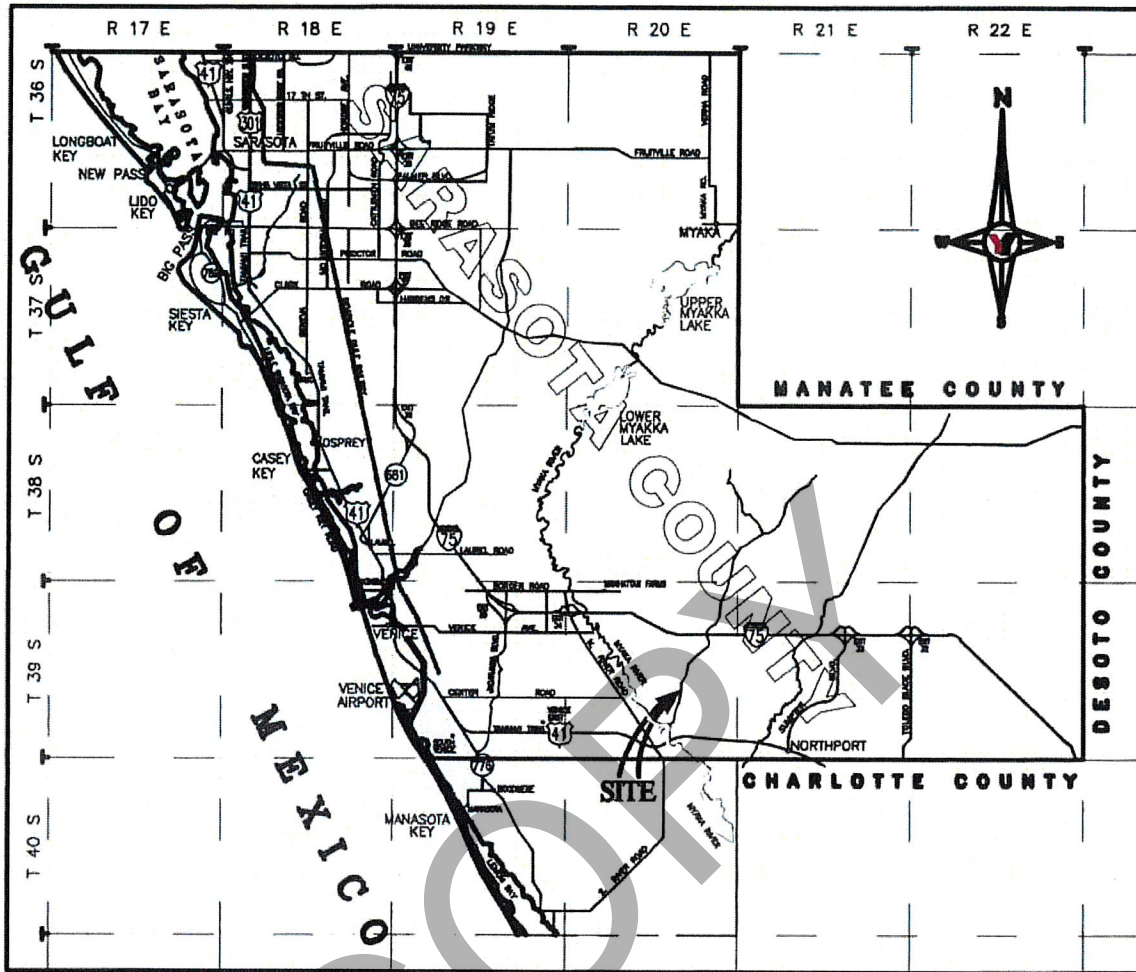
\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name





VICINITY MAP

NOT TO SCALE

### DESCRIPTION OF OVERALL PROJECT AREA

AN AREA WITHIN DEER PRAIRIE CREEK PRESERVE LYING IN SECTION 23, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT, BEING THE NATIONAL GEODETIC SURVEY (NGS) CONTROL POINT DESIGNATION 068, PID # AG9505, WHICH HAS A PUBLISHED COORDINATE VALUE OF NORTHING: 987249.43, EASTING: 548944.21; THENCE N71°50'52"E, A DISTANCE OF 14481.92 FEET TO THE POINT OF BEGINNING; THENCE N26°04'49"W, A DISTANCE OF 238.07 FEET; THENCE N09°15'29"E, A DISTANCE OF 170.56 FEET; THENCE N60°45'12"E, A DISTANCE OF 123.20 FEET; THENCE N00°00'00"E, A DISTANCE OF 482.62 FEET; THENCE N58°03'30"E, A DISTANCE OF 336.42 FEET; THENCE N90°00'00"E, A DISTANCE OF 122.46 FEET; THENCE S00°00'00"E, A DISTANCE OF 271.87 FEET; THENCE S20°02'21"W, A DISTANCE OF 302.04 FEET; THENCE S09°15'29"W, A DISTANCE OF 594.04 FEET; THENCE N80°44'31"W, A DISTANCE OF 242.30 FEET TO THE POINT OF BEGINNING.

\*THIS SKETCH IS COMPRISED OF 5 SHEETS AND IS NOT CONSIDERED COMPLETE WITHOUT ALL SHEETS\*

PREPARED FOR: SARASOTA COUNTY PRNR 1660 RINGLING BLVD SARASOTA, FLORIDA 34231		<b>DEER PRAIRIE CREEK PRESERVE</b> <b>Sketch &amp; Description—Project Area</b> SECTION 23 TOWNSHIP 39 S., RANGE 20 E.		BY PVR 9/14/20 10/20/20	DATE 9/14/20 10/20/20	DESCRIPTION UPDATE EASEMENT BOUNDARY REVISE PER COUNTY COMMENTS
CREW CHIEF BJC 03/27/19	INITIALS BJC 03/27/19	DRAWN P.L. 7/24/20	CHECKED PL 7/27/20	FIELD BOOK 406/11	FIELD DATE 03/27/2019	SIGNED BY F. Peter Lutz, Jr. F. PETER LUTZ, JR. PSM LS 5506 DATE 10/20/2020
George F. Young, Inc. 10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913 PHONE (841) 747-2881 FAX (841) 747-7234 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING   ECOLOGY   GIS   LANDSCAPE ARCHITECTURE PLANNING   SURVEYING   SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA				JOB NO. 11Y07604LC SHEET NO. S1 S5		

FILE: I:\PROJECT\SUR\2011\11Y07604LC\DWG\11Y07604LCak--EasementArea.dwg


LOGIN: Roach, Patrick

PLOTTED: 10/20/2020 9:50 AM

## SURVEYOR'S REPORT

1. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES AFFECTING SUBJECT PROPERTY.
2. THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN. FOUNDATIONS BENEATH THE SURFACE OF THE GROUND THAT MAY ENCROACH HAVE NOT BEEN LOCATED.
3. THE LOCATION AND EXISTENCE OF UNDERGROUND UTILITIES AND UNDERGROUND FOUNDATIONS OR ANY OTHER PERTINENT ATTRIBUTES TO SUBJECT PROPERTY (IF ANY) NOT ABSTRACTED AS PART OF THIS SURVEY, EXCEPT AS SHOWN.
4. BEARINGS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, N.A.D. 83.
5. SUBJECT TO ALL RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.
6. THE EASEMENT AREA CONTAINS 1,313± SQUARE FEET, MORE OR LESS.
7. REUSE OF DOCUMENTS: THIS DOCUMENT IS AN INSTRUMENT OF SERVICE IN RESPECT OF THE PROJECT TO WHICH IT APPLIES AND ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY GEORGE F. YOUNG, INC. (GFY) FOR THE SPECIFIC PURPOSES INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO GFY AND USER SHALL INDEMNIFY AND HOLD HARMLESS GFY FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING ATTORNEYS FEES ARISING OUT OF OR RESULTING THEREFROM. ANY SUCH VERIFICATION OR ADAPTATION WILL ENTITLE GFY TO FURTHER COMPENSATION AT RATES TO BE AGREED UPON BY USER AND GFY.
8. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE FLORIDA STANDARDS OF PRACTICE FOR SURVEYS (5J-17-F.A.C.), IS SUBURBAN. THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE FOR THIS SURVEY WAS FOUND TO EXCEED THIS REQUIREMENT.
9. THE CONDITION OF THE SHORELINE 1000' NORTH AND SOUTH OF THE APPLICANT'S SHORELINE IS NATURAL.
10. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), NATIONAL GEODETIC SURVEY DESIGNATION 068 (NGS) PID# AG9505, HAVING AN ELEVATION OF 7.83 FEET (NAVD88). THE COORDINATES SHOWN WERE BASED ON THE FLORIDA STATE PLANE SYSTEM (WEST ZONE) NAD 83 WITH 2011 CORRECTION.
11. THE STATE PLANE COORDINATE SHOWN AT THE POINT OF BEGINNING WAS OBTAINED FROM THE USE OF A TRIMBLE RTK GPS SYSTEM, BASED ON NGS CONTROL POINT PID-DL1858, FLORIDA WEST ZONE NAD 83 (2011) CORRECTION.
12. THE PARK ADDRESS IS 10201 S. TAMiami TRAIL, VENICE, FLORIDA.
13. THE LENGTH OF THE WEST SHORELINE IS 31 FEET AND THE LENGTH OF THE EAST SHORELINE IS 44 FEET.
14. THE SAFE UPLAND ELEVATION OF 0.80' WAS PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, NEAREST DATA POINT 872-5837.
15. THIS SKETCH IS COMPRISED OF 5 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT ALL SHEETS.

\*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER\*

PREPARED FOR: SARASOTA COUNTY PRNR 1660 RINGLING BLVD SARASOTA, FLORIDA 34231		<b>DEER PRAIRIE CREEK PRESERVE</b> <b>Sketch &amp; Description—Project Notes</b> SECTION 23 TOWNSHIP 39 S., RANGE 20 E.		BY PVR PVR	DATE 8/14/20 10/20/20	DESCRIPTION UPDATE EASEMENT BOUNDARY REVISE PER COUNTY COMMENTS
CREW CHIEF DRAWN CHECKED FIELD BOOK FIELD DATE	INITIALS BJC PL PL 406/11 03/27/2019	DATE 03/27/19 7/24/20 7/27/20	 <b>George F. Young, Inc.</b> 10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913 PHONE (941) 747-2981 FAX (941) 747-7234 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING   ECOLOGY   LANDSCAPE ARCHITECTURE PLANNING   SURVEYING   SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA		JOB NO. 11Y07604LC SHEET NO. S2 S5	

 FILE: I:\PROJECT\SUR\2011\11Y07604LC\DWG\11Y07604LCsk-EasementArea.dwg  
 LOGIN: Roach, Patrick  
 PLOTTED: 10/20/2020 11:14 AM

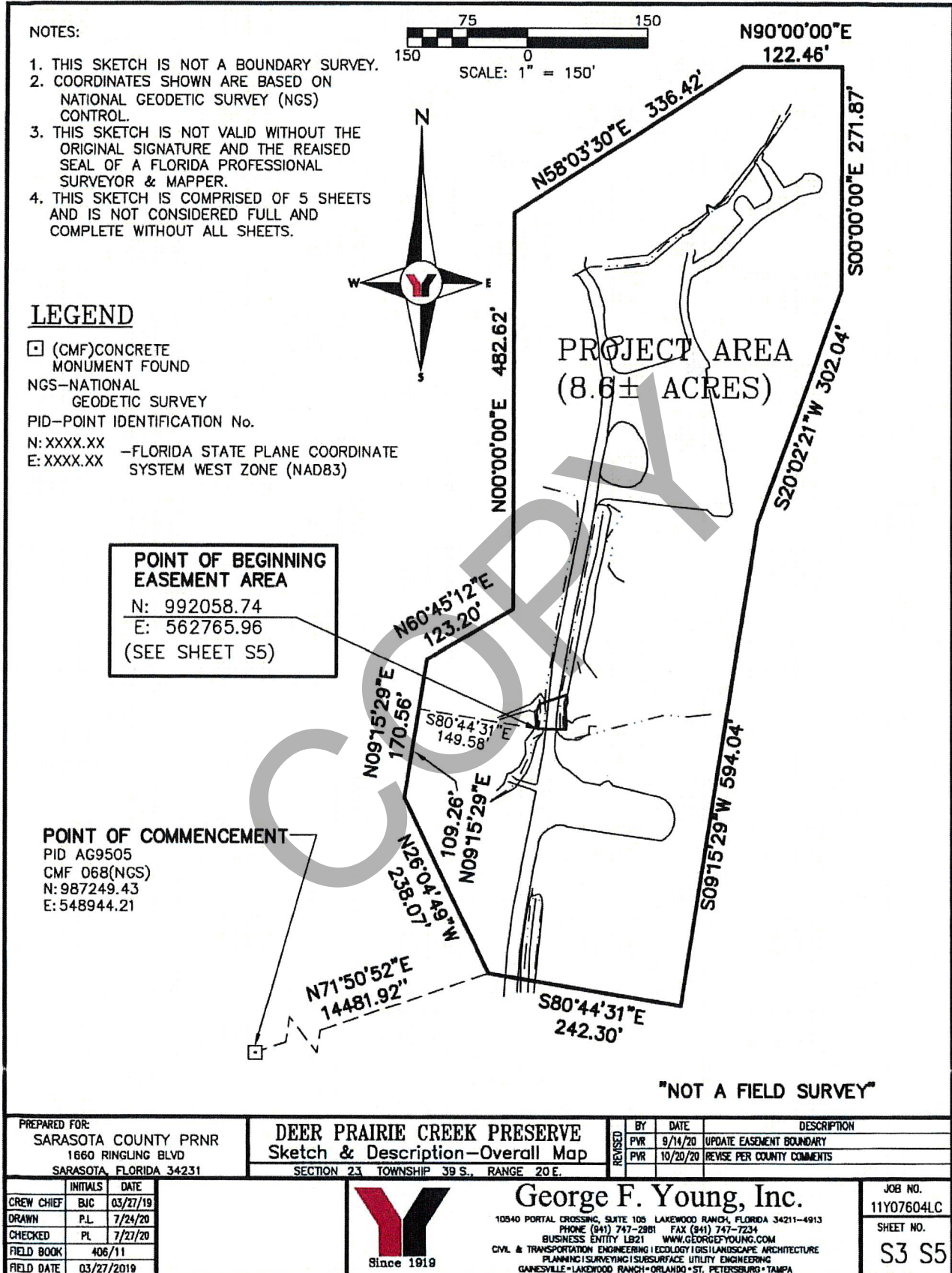
Attachment A

Page 8 of 14 Pages

Easement No. 42526



DocuSign Envelope ID: 2366C364-70BD-49FC-ACD1-DB37E211F2B0



Attachment A

Page 9 of 14 Pages

Easement No. 42526

**DESCRIPTION OF EASEMENT AREA**

THAT PART OF SOVEREIGN LAND OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA:

AN AREA WITHIN DEER PRAIRIE CREEK PRESERVE LYING IN SECTION 23, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT A CONCRETE MONUMENT, BEING THE NATIONAL GEODETIC SURVEY (NGS) CONTROL POINT DESIGNATION 068, PID # AG9505, WHICH HAS A PUBLISHED COORDINATE VALUE OF NORTHING: 987249.43, EASTING: 548944.21; THENCE N71°50'52"E, A DISTANCE OF 14481.92 FEET; THENCE N26°04'49"W, A DISTANCE OF 238.07 FEET; THENCE N09°15'29"E, A DISTANCE OF 109.26 FEET; THENCE S80°44'31"E, A DISTANCE OF 149.58 FEET TO THE POINT OF BEGINNING; THENCE N03°16'57"W, A DISTANCE OF 2.10 FEET; THENCE S86°43'03"W, A DISTANCE OF 1.00 FEET; THENCE N03°16'57"W, A DISTANCE OF 20.00 FEET; THENCE N86°41'42"E, A DISTANCE OF 1.00 FEET; THENCE N24°59'34"E, A DISTANCE OF 9.00 FEET; THENCE N72°04'54"E, A DISTANCE OF 35.86 FEET; THENCE S20°24'42"E, A DISTANCE OF 2.13 FEET; THENCE S00°57'54"W, A DISTANCE OF 7.69 FEET; THENCE S22°24'54"W, A DISTANCE OF 8.12 FEET; THENCE N86°43'03"E, A DISTANCE OF 1.01 FEET; THENCE S03°16'41"E, A DISTANCE OF 20.00 FEET; THENCE S85°52'48"W, A DISTANCE OF 1.01 FEET; THENCE S03°32'47"E, A DISTANCE OF 4.75 FEET; THENCE N88°58'02"W, A DISTANCE OF 35.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,313 SQUARE FEET, MORE OR LESS.

COPY

FILE: I:\PROJECT\SUR\2011\11Y07604LC\DWG\11Y07604LCak-EasementArea.dwg

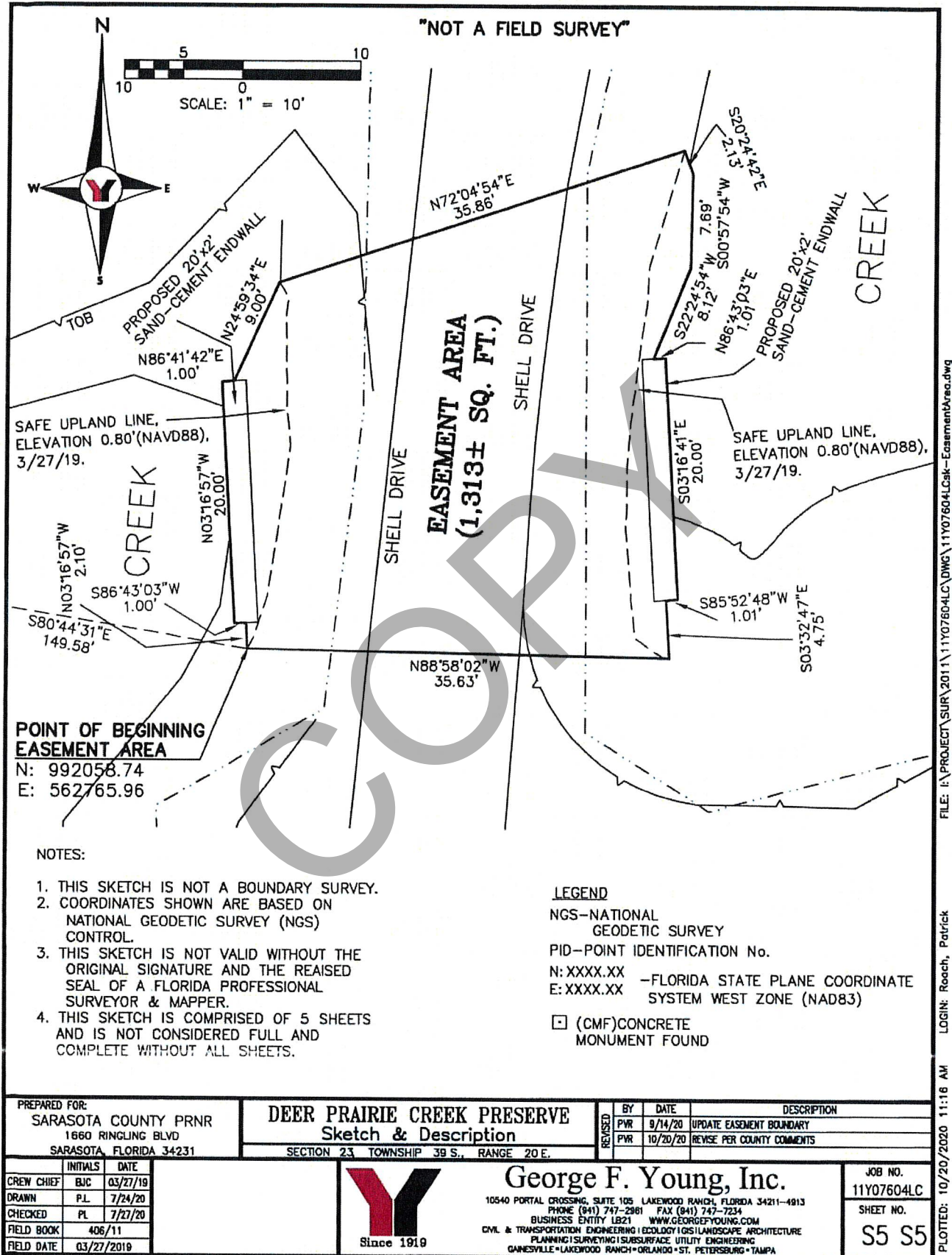
LOGIN: Roach, Patrick

PLOTTED: 10/20/2020 11:15 AM

PREPARED FOR: SARASOTA COUNTY PRNR 1660 RINGLING BLVD SARASOTA, FLORIDA 34231		<b>DEER PRAIRIE CREEK PRESERVE</b> <b>Sketch &amp; Description</b> SECTION 23 TOWNSHIP 39 S., RANGE 20 E.		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">REVISED</th> <th style="width: 15%;">BY</th> <th style="width: 15%;">DATE</th> <th style="width: 65%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td></td> <td>PVR</td> <td>9/14/20</td> <td>UPDATE EASEMENT BOUNDARY</td> </tr> <tr> <td></td> <td>PVR</td> <td>10/20/20</td> <td>REVISE PER COUNTY COMMENTS</td> </tr> </tbody> </table>		REVISED	BY	DATE	DESCRIPTION		PVR	9/14/20	UPDATE EASEMENT BOUNDARY		PVR	10/20/20	REVISE PER COUNTY COMMENTS						
REVISED	BY	DATE	DESCRIPTION																				
	PVR	9/14/20	UPDATE EASEMENT BOUNDARY																				
	PVR	10/20/20	REVISE PER COUNTY COMMENTS																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">CREW CHIEF</th> <th style="width: 10%;">INITIALS</th> <th style="width: 10%;">DATE</th> </tr> </thead> <tbody> <tr> <td></td> <td>BJC</td> <td>03/27/19</td> </tr> <tr> <td>DRAWN</td> <td>P.L.</td> <td>7/24/20</td> </tr> <tr> <td>CHECKED</td> <td>PL</td> <td>7/27/20</td> </tr> <tr> <td>FIELD BOOK</td> <td colspan="2">406/11</td> </tr> <tr> <td>FIELD DATE</td> <td colspan="2">03/27/2019</td> </tr> </tbody> </table>		CREW CHIEF	INITIALS	DATE		BJC	03/27/19	DRAWN	P.L.	7/24/20	CHECKED	PL	7/27/20	FIELD BOOK	406/11		FIELD DATE	03/27/2019		 <p><b>George F. Young, Inc.</b>          10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913          PHONE (841) 747-2981 FAX (841) 747-7234          BUSINESS ENTITY L921 WWW.GEORGEFYOUNG.COM          CIVIL &amp; TRANSPORTATION ENGINEERING   ECOLOGY   GIS   LANDSCAPE ARCHITECTURE          PLANNING   SURVEYING   SUBSURFACE UTILITY ENGINEERING          GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA</p>		JOB NO. 11Y07604LC SHEET NO. <b>S4 S5</b>	
CREW CHIEF	INITIALS	DATE																					
	BJC	03/27/19																					
DRAWN	P.L.	7/24/20																					
CHECKED	PL	7/27/20																					
FIELD BOOK	406/11																						
FIELD DATE	03/27/2019																						




DocuSign Envelope ID: 2366C364-70BD-49FC-ACD1-DB37E211F2B0



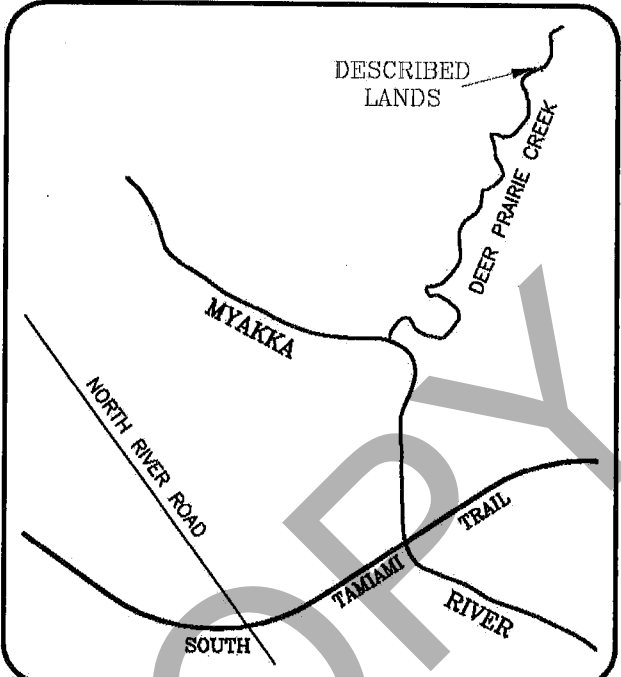
**DESCRIPTION AND SKETCH**  
(NOT A FIELD SURVEY)

LOCATED IN SECTION 23, TOWNSHIP 39 SOUTH, RANGE 20 EAST  
SARASOTA COUNTY, FLORIDA

SHEET 1 OF 3  
INVALID WITHOUT ALL SHEETS  
SEE SHEET 2  
FOR DESCRIPTION



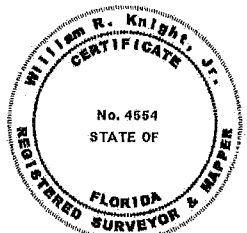
NOT TO SCALE




**VICINITY MAP**

NOTE: THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED  
BY WILLIAM R. KNIGHT, JR., LS 4554 ON 03/09/2022.

**CERTIFICATE OF SURVEYOR**





**Sampey, Burchett & Knight, Inc.**  
Professional Surveyors & Mappers  
1570 Global Court  
Sarasota, Florida 34240  
Phone: 941-342-0349 Fax: 941-342-7490

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECT SUPERVISION AND THAT SAID DESCRIPTION AND SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**William R Knight**  
Digitally signed by William R Knight  
Date: 2022.03.09 14:59:23 -05'00'

WILLIAM R. KNIGHT, JR., P.S.M.  
FLORIDA CERTIFICATE No. LS 4554  
SAMPEY, BURCHETT & KNIGHT, INC. - LB 7009

DESCRIPTION AND SKETCH

(NOT A FIELD SURVEY)

LOCATED IN SECTION 23, TOWNSHIP 39 SOUTH, RANGE 20 EAST  
SARASOTA COUNTY, FLORIDASHEET 2 OF 3  
INVALID WITHOUT ALL SHEETS  
SEE SHEET 3  
FOR SKETCH

## DESCRIPTION:

THAT PART OF A 20.00 FEET WIDE STRIP OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA IN DEER PRAIRIE CREEK BEING IN SECTION 23, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE N 04°18'11" E, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 335.36 FEET; THENCE S 85°41'49" E, A DISTANCE OF 22.90 FEET FOR A POINT OF BEGINNING, SAID POINT LYING ON A SAFE UPLAND LINE (ELEVATION 4.0') ON THE SOUTHERLY BANK OF DEER PRAIRIE CREEK; THENCE S 37°16'47" E, A DISTANCE OF 133.43 FEET TO INTERSECT A SAFE UPLAND LINE (ELEVATION 4.0') LYING ON THE EASTERLY BANK OF DEER PRAIRIE CREEK; THENCE S 80°11'55" W ALONG SAID SAFE UPLAND LINE, A DISTANCE OF 2.89 FEET; THENCE N 84°30'33" W ALONG SAID SAFE UPLAND LINE, A DISTANCE OF 14.25 FEET; THENCE S 67°53'29" W ALONG SAID SAFE UPLAND LINE, A DISTANCE OF 7.23 FEET; THENCE N 37°16'47" W, A DISTANCE OF 105.63 FEET TO A POINT ON AFOREMENTIONED SAFE UPLAND LINE LYING ON THE WESTERLY BANK OF DEER PRAIRIE CREEK; THENCE N 04°55'04" E ALONG SAID SAFE UPLAND LINE, A DISTANCE OF 2.82 FEET; THENCE N 17°26'31" E ALONG SAID SAFE UPLAND LINE, A DISTANCE OF 22.18 FEET TO THE POINT OF BEGINNING.

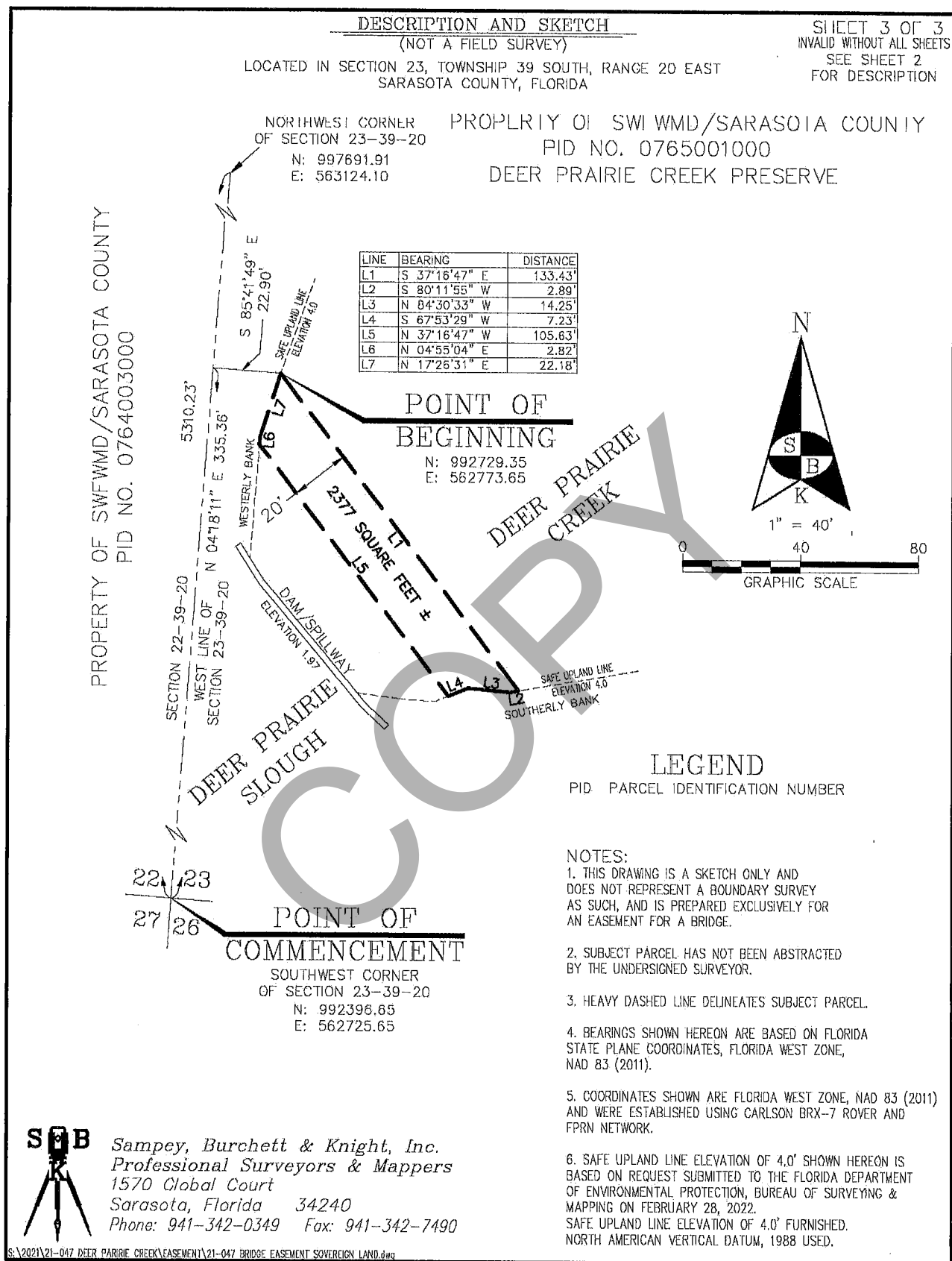
CONTAINING 2377 SQUARE FEET, MORE OR LESS.



*Sampey, Burchett & Knight, Inc.*  
Professional Surveyors & Mappers  
1570 Global Court  
Sarasota, Florida 34240  
Phone: 941-342-0349 Fax: 941-342-7490

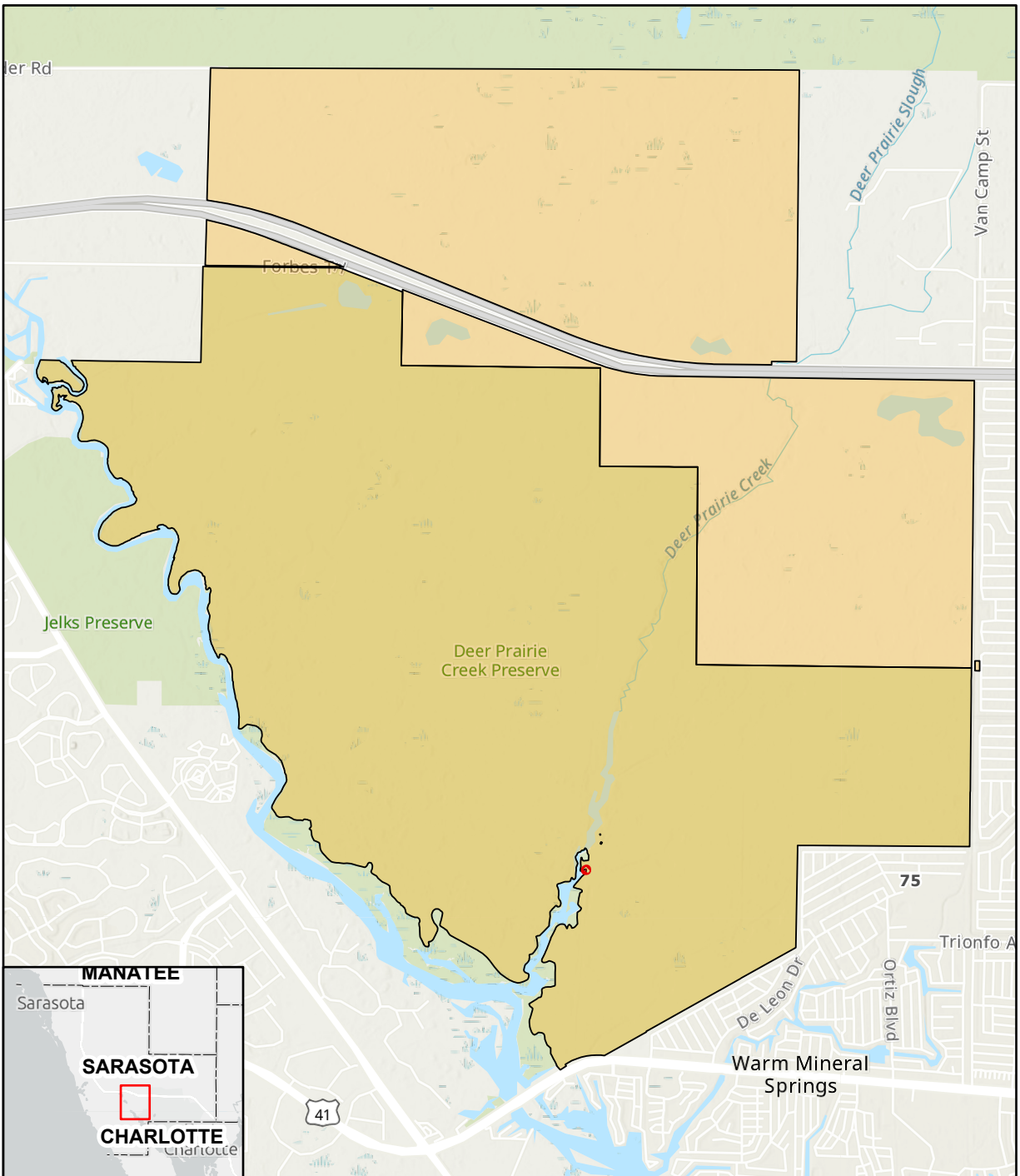
S:\2021\21-047 DEER PRAIRIE CREEK\EASEMENT\21-047 BRIDGE EASEMENT SOVEREIGN LAND.dwg





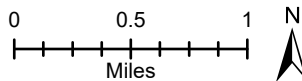
## Exhibit 2

### Modification of Easement for Deer Prairie Creek SWF Parcel No. 21-708-137P Location Map



University of South Florida, Sarasota County GIS, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA, University of South Florida, Sarasota County GIS, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS

- District Owned Lands Fee Simple
- SWF Parcel No. 21-708-137P





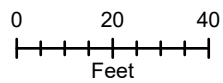
**Southwest Florida**  
Water Management District

**Exhibit 3**  
**Modification of Easement for Deer Prairie Creek**  
**SWF Parcel No. 21-708-137P Site Map**



Esri Community Maps Contributors, University of South Florida, Sarasota County GIS, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Florida, Maxar, Microsoft

-  SWF Parcel No. 21-708-137P
-  District Owned Lands Fee Simple



**Southwest Florida**  
*Water Management District*

## CONSENT AGENDA

August 23, 2022

### Operations, Lands and Resource Monitoring Committee: Hampton Tract Resident Security Lease SWF Parcel No. 10-200-1309X

#### *Purpose*

Approve and execute a three-year lease agreement (Lease) for the residence at Green Swamp - Hampton Tract with Jerod Gadd (Officer Gadd), a sworn law enforcement officer with the Florida Fish and Wildlife Conservation Commission. Officer Gadd will provide the District with a security presence and patrol hours for Green Swamp - Hampton Tract in exchange for use of the residence. A copy of the Lease and a location map of the residence are included as Exhibits 1 and 2 to this recap, respectively.

#### *Background/History*

The District is responsible for resource protection on approximately 265,000 acres of conservation 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 leases with security officers.

The District partners with the Florida Fish and Wildlife Conservation Commission through an enhanced patrol agreement, as well as providing three housing opportunities for sworn law enforcement officers. The sites include a residence at the Green Swamp – West Tract, a residence at Lake Hancock, and a residence at Green Swamp – Hampton Tract. These residences were acquired as part of past land transactions and as an efficiency measure are utilized as residences for law enforcement officers in exchange for security services. The officers receive permission from their respective agencies to provide the District with an average of 30 hours per month of off-duty security services in exchange for the lease of a residence. No other requests from law enforcement officers have been received to fill this position. The initial Lease term is for three (3) years with an additional three (3) year renewal option.

#### *Benefits/Costs*

Having live-on officers serves as a cost efficiency to prevent vandalism and as a safety efficiency to enforce District rules and deter and report criminal activity. Officer Gadd comes highly recommended by his supervisor and will be an asset for reporting fence cuts and vandalism, answering calls for service, and ensuring the safety of the campgrounds.

#### Staff Recommendation:

Approve, accept, and authorize the Governing Board Chair to sign the Lease Agreement for Green Swamp – Hampton Tract – SWF Parcel No. 10-200-1309X on behalf of the District.

#### Presenter:

Ellen Morrison, Bureau Chief, Land Resources

Exhibit 1

**LEASE AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
JEROD GADD**

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 JEROD GADD, 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 located in Polk 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: Chad Hughes, Senior Land Use Specialist  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604

OFFICER: Jerod Gadd  
14980 Rock Ridge Road  
Lakeland, Florida 33809



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."

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, 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," Map of the District Lands, then to Exhibit "B," Residence, 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" – Map of the District Lands
- Exhibit "B" – Residence
- 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: \_\_\_\_\_  
Joel Schleicher, Chairman Date

ATTEST:

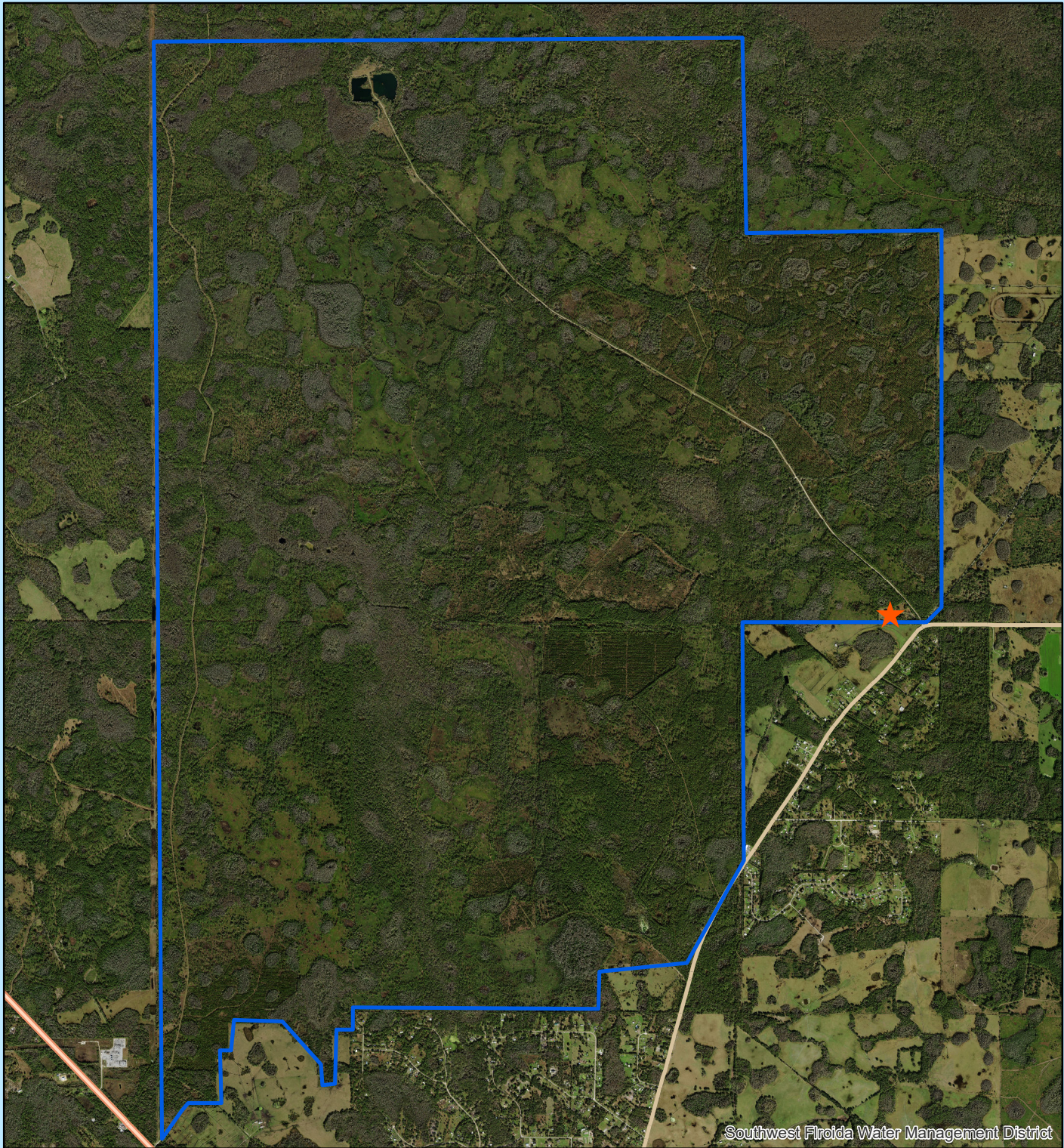
By: \_\_\_\_\_  
Michelle Williamson, Secretary Date



**OFFICER**

By: \_\_\_\_\_  
Jerod Gadd Date



Exhibit A - Map of the District Lands  
Green Swamp - Hampton Tract  
Resident Security Lease  
SWF Parcel No. 10-200-1309X



- Legend**
-  District Lands
  -  Security Residence

0 1,700 3,400 6,800 Feet

Land Resources  
July 28, 2022  
Aerial Date - 2020






Exhibit B - Residence  
 Green Swamp - Hampton Tract  
 Resident Security Lease  
 SWF Parcel No. 10-200-1309X



Southwest Florida  
 Water Management District

**Legend**

- District Lands
- Lease Area

0 70 140 280 Feet

Land Resources  
 July 28, 2022  
 Aerial Date - 2020





## **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.*

## EXHIBIT D

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

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.*

## EXHIBIT D

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

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



## EXHIBIT D

- (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.
- (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-*

## EXHIBIT D

31, Laws of Florida, 5-27-12.

### **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

## EXHIBIT D

substantial risk of liability by:

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

PATROLLING PERIOD: \_\_\_\_\_

DATE	TIME		HOURS	USERS		PATROL AREA	WARNINGS	CITATIONS	ARRESTS	VEHICLE TYPE
	BEGIN	END		NUMBER	ACTIVITY					
TOTAL			0	0			0	0	0	0

[illegible]

**Verified**

PROJECT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_



Exhibit 2 - Residence  
 Green Swamp - Hampton Tract  
 Resident Security Lease  
 SWF Parcel No. 10-200-1309X



Southwest Florida  
 Water Management District

Legend

- District Lands
- Lease Area

0 70 140 280  
 Feet

Land Resources  
 July 28, 2022  
 Aerial Date - 2020





**CONSENT AGENDA****August 23, 2022****General Counsel's Report: Partial Release of Conservation Easement – Application No. 835260 – Avalon Park Boulevard Extension – Pasco County**

On October 21, 2021, Sitex NR Holdings, LLC (Sitex), and New River Community Development District (New River CDD) submitted Environmental Resource Permit (ERP) Application No. 835260 (Application) to the District requesting authorization to build a road across a wetland on the north side of the existing Avalon Park Town Center South area to access a mixed-used parcel north of the crossing. This project is known as the Avalon Park Boulevard Expansion (Project), and is located in Pasco County, Florida. There are numerous ERPs associated with the Avalon Park development, one of which required the conveyance of a Conservation Easement (CE) to the District over the area where the Project is located. This CE to the District was recorded on January 16, 2007, and a later Amended CE was recorded on May 7, 2008.

Currently, District staff cannot issue an ERP to authorize construction of the Project since the activity is inconsistent with the purpose of the CE and not allowed within the portion of the Project covered by the CE. As a result, Sitex and New River CDD requested in the pending Application that the District release a small portion of the area covered by the CE to allow for the Project to be constructed. The area requested to be released constitutes 0.392 acres.

Sitex and New River CDD have proposed to compensate the District for the economic value of the interest to be released, which District staff determined to be \$12,792.00. The valuation for the complete release of the CE interest in the Project area was based on the fee simple value of the property because the encumbrances left very few, if any, active uses. The release will also provide an additional access point for the Sitex property. The just value set by the Pasco County Property Appraiser for the land is \$32,632 per gross acre x 0.392 acres to be released = \$12,792.00 for the economic value of the interest. Sitex and New River CDD have agreed to the payment of the \$12,792.00 to the District for the release of the CE within the Project area. The pending Application also addresses the environmental value of the area to be released as Sitex and New River CDD have proposed alternate mitigation for the loss of the preserved area.

The release of the CE in the Project area will be effectuated via a Partial Release of Conservation Easement and Quit Claim Deed, which is provided for the Governing Board's review as an exhibit to this recap. After the Partial Release of Conservation Easement and Quit Claim Deed is executed and recorded, and payment of the \$12,792.00 is received by the District, then the Application will be considered complete and the ERP authorizing the Project can then be issued.

**Staff Recommendation:**

Approve, accept, and execute the attached Partial Release of Conservation Easement and Quit Claim Deed for the Avalon Park Boulevard Expansion project.

**Presenter:**

Adrienne E. Vining, Assistant General Counsel, Office of General Counsel

Prepared by and Return to:  
 Douglas Manson, Esq.  
 Manson Bolves Donaldson Varn P.A.  
 109 N. Brush Street, Suite 300  
 Tampa, FL 33602

### **PARTIAL RELEASE OF CONSERVATION EASEMENT AND QUIT CLAIM DEED**

THIS PARTIAL RELEASE OF CONSERVATION EASEMENT AND QUIT CLAIM DEED (the "Easement Release and Quit Claim Deed") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("SWFWMD"), a Florida public corporation, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, in favor of Sitex NR Holdings, LLC ("Sitex"), having an address of 3680 Avalon Park Blvd., Suite 300, Orlando, Florida 32828, and New River Community Development District ("New River CDD"), having an address of 210 N. University Drive, Suite 702, Coral Springs, FL 33071.

#### **WITNESSETH:**

WHEREAS, the Conservation Easement recorded January 16, 2007 in Official Records Book 7351, Page 1304 of the Public Records of Pasco County, Florida conveyed to the SWFWMD from New River Partners, Limited and NRD, LLC an easement interest over the property, as described therein ("Conservation Easement Property");

WHEREAS, an Amendment to the above Conservation Easement was recorded on May 7, 2008 in Official Records Book 7831 Page, 1241 of the Public Records of Pasco County, Florida;

WHEREAS, on or about June 30, 2016, by virtue of Quit Claim Deed recorded in Official Records Book 9391 Page 826 of the Public Records of Pasco County, Florida, Avalon Park School Initiative III, LLC conveyed to Sitex a portion of the Conservation Easement Property;

WHEREAS, on or about September 19, 2019, by virtue of Special Warranty Deed recorded in Official Records Book 9986 Page 3249 of the Public Records of Pasco County, Florida, Sitex and Sitex NR Development, LLC conveyed to New River CDD a portion of the Conservation Easement Property;

WHEREAS, Sitex and New River CDD desire that the SWFWMD agree to the partial termination and release of the Conservation Easement over two areas consisting of approximately 0.238 acres, more or less, and 0.154 acres, more or less, as described in Exhibit A ("Released Acres"), to allow for a small access road/crossing to be developed on the Released Acres pursuant to SWFWMD Application/Petition No. 835260; and



WHEREAS, for good and valuable consideration, receipt of which is hereby acknowledged, the SWFWMD has agreed to a release of the Conservation Easement over the Released Acres.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the SWFWMD voluntarily releases the Released Acres from the Conservation Easement described herein, and remises, releases, and quitclaims all the right, title, interest claim, and demand conveyed to the SWFWMD by the Conservation Easement described herein to Sitex and New River CDD.

IN WITNESS WHEREOF, SWFWMD has executed this Partial Release of Conservation Easement and Quit Claim Deed on the day and year first above written.

GRANTOR: Southwest Florida Water Management District,  
A public corporation of the State of Florida

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
As Its: \_\_\_\_\_

ATTESTED:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
As Its: \_\_\_\_\_

#### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District, who are (\_\_\_\_) personally known to me or (\_\_\_\_) provided the following forms of identification \_\_\_\_\_.

(Notary Seal)

Notary Public

Printed Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AVALON PARK WEST  
CONSERVATION EASEMENT RELEASE PARCEL "A"**

**DESCRIPTION:** That part of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 3, as recorded in Official Records Book 7351, Page 1304, of the Public Records of Pasco County, Florida, lying in Section 13, Township 26 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

**COMMENCE** at the Northeast corner of LOT 1B, according to the plat of AVALON PARK WEST - TOWNCENTER SOUTH - PHASE 1, as recorded in Plat Book 81, Pages 100 through 102 inclusive, of the Public Records of Pasco County, Florida, for a **POINT OF BEGINNING**; run thence along the Northerly boundary of said AVALON PARK WEST - TOWNCENTER SOUTH - PHASE 1, also being the Southeasterly boundary of the aforesaid S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 3, N.84°48'28"W., 55.11 feet; thence N.22°28'09"W., 37.97 feet to a point on the Northwesterly boundary of said S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 3, said point also being a point on the Southeasterly boundary of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 5, as recorded in Official Records Book 7351, Page 1304, of the Public Records of Pasco County, Florida; thence along said Northwesterly boundary of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 3, also being the Southeasterly boundary of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 5, N.60°44'27"E., 130.93 feet; thence S.21°30'23"E., 129.95 feet to a point on the aforesaid Southeasterly boundary of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 3, also being a point on the Northerly boundary of Lot 6, according to the plat of AVALON PARK WEST - TOWNCENTER SOUTH - PHASES 2 AND 3, as recorded in Plat Book 85, Pages 102 through 104 inclusive, of the Public Records of Pasco County, Florida; thence along said Southeasterly boundary of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 3, the following three (3) courses: 1) along the aforesaid Northerly boundary of Lot 6, N.67°40'56"W., 28.48 feet; 2) along said Northerly boundary of Lot 6, N.84°48'28"W., 7.59 feet to the Northwest corner of said Lot 6; 3) continue N.84°48'28"W., 58.80 feet to the **POINT OF BEGINNING**.

Containing 0.238 acres, more or less.

**BASIS OF BEARINGS**

The Northerly boundary of AVALON PARK WEST - TOWNCENTER PHASE 1, according to the plat thereof, as recorded in Plat Book 81, Pages 100 through 102 inclusive, of the Public Records of Pasco County, Florida, has a Grid bearing of N.84°48'28"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

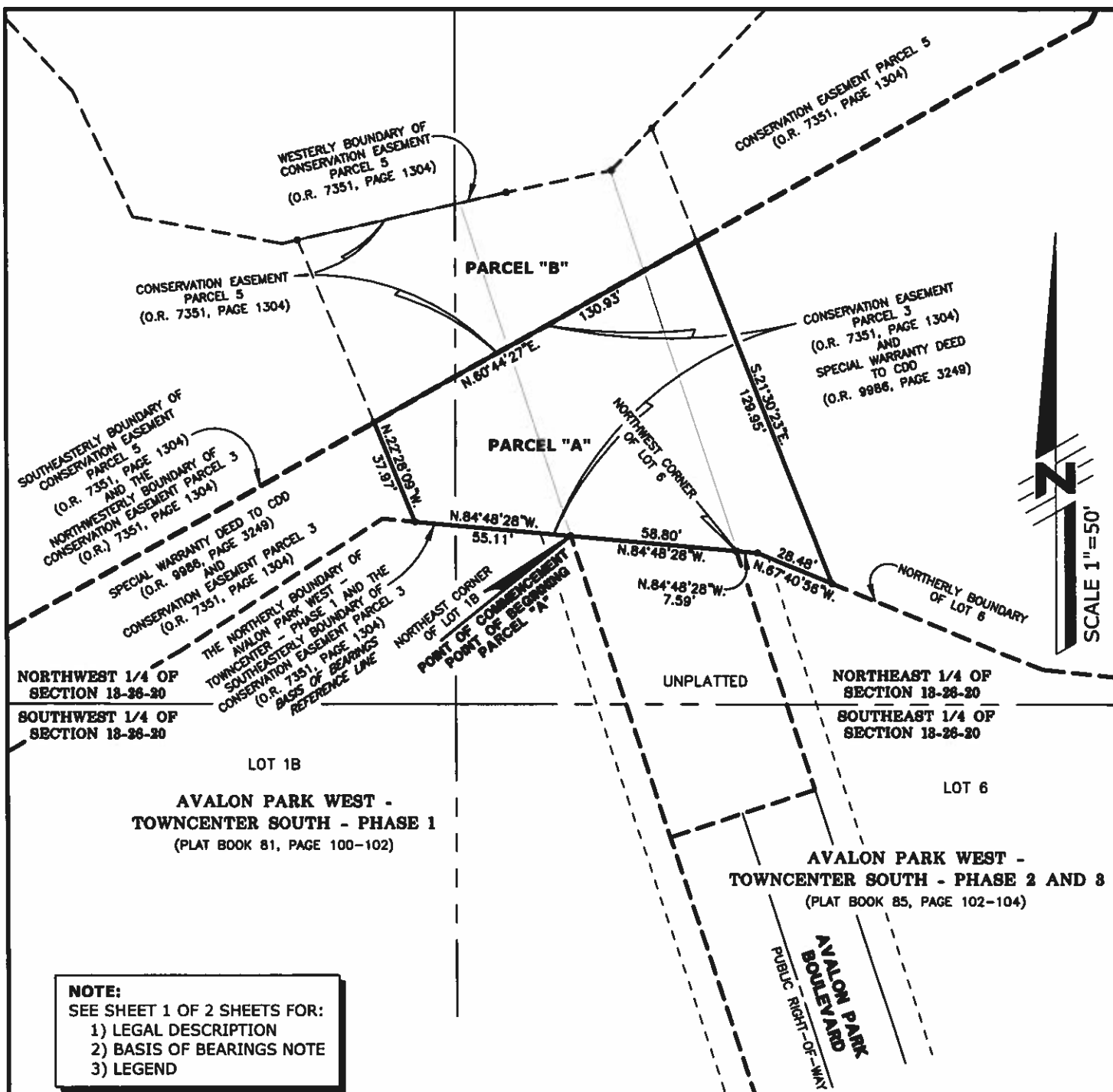
**LEGEND:**

1. O.R. - Official Records Book
2. CDD - New River Community Development District

**AVALON PARK WEST  
CONSERVATION EASEMENT RELEASE PARCEL "A"**

<div style="position: relative;"> <div style="position: absolute; top: 0; left: 0; right: 0; bottom: 0; border: 1px solid black; border-radius: 50%; opacity: 0.5; pointer-events: none;">             CERTIFICATE OF SURVEY              No. 4498              STATE OF FLORIDA              REGISTERED LAND SURVEYOR           </div> </div>				<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200	
Prepared For: <b>SITEX NR HOLDINGS, LLC</b>				Drawing No.: <b>AMI-SNR-NR-014</b> Date: <b>12/09/21</b> Dwg: <b>APW-CE RELEASE-PAR A-DS.dwg</b>	
<b>DESCRIPTION SKETCH</b> (Not a Survey)				Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498	
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER				SECTION 13, TOWNSHIP 26 SOUTH, RANGE 20 EAST	

1	07/21/22	Correct County in legal	VBR
No.	Date	Description	Dwn.
<b>REVISIONS</b>			
<b>SHEET NO. 1 OF 2 SHEETS</b>			



**NOTE:**  
SEE SHEET 1 OF 2 SHEETS FOR:  
1) LEGAL DESCRIPTION  
2) BASIS OF BEARINGS NOTE  
3) LEGEND

# AVALON PARK WEST CONSERVATION EASEMENT RELEASE PARCEL "A"

Prepared For: <b>SITEX NR HOLDINGS, LLC</b>			
<b>DESCRIPTION SKETCH</b> (Not a Survey)		<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING <small>LICENSED BUSINESS NUMBER LB7778</small> 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200	
SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.		Drawn: VBR    Checked: JLS    Order No.: AMI-SNR-NR-014	
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498		Date: 12/09/21    Draw: APW-CE RELEASE-PAR A-DS.dwg	
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		SECTION 13, TOWNSHIP 26 SOUTH, RANGE 20 EAST	

1	07/21/22	Correct County in legal	VBR
No.	Date	Description	Dwn.
REVISIONS			
SHEET NO. 2 OF 2 SHEETS			

## AVALON PARK WEST CONSERVATION EASEMENT RELEASE PARCEL "B"

**DESCRIPTION:** That part of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 5, as recorded in Official Records Book 7351, Page 1304, of the Public Records of Pasco County, Florida, lying in Section 13, Township 26 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

**COMMENCE** at the Northeast corner of LOT 1B, according to the plat of AVALON PARK WEST - TOWNCENTER SOUTH - PHASE 1, as recorded in Plat Book 81, Pages 100 through 102 inclusive, of the Public Records of Pasco County, Florida; run thence along the Northerly boundary of said AVALON PARK WEST - TOWNCENTER SOUTH - PHASE 1, also being the Southeasterly boundary of the S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 3, as recorded in Official Records Book 7351, Page 1304, of the Public Records of Pasco County, Florida, N.84°48'28"W., 55.11 feet; thence N.22°28'09"W., 37.97 feet to a point on the Southeasterly boundary of the aforesaid S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 5, said point also being the **POINT OF BEGINNING**; thence continue N.22°28'09"W., 69.77 feet to a point in the Westerly boundary of said S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 5; thence along said Westerly boundary of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 5, the following three (3) courses: 1) N.77°11'45"E., 75.55 feet; 2) N.77°55'36"E., 38.02 feet; 3) N.43°52'15"E., 20.59 feet; thence S.21°30'23"E., 43.02 feet to a point on the aforesaid Southeasterly boundary of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 5; thence along said Southeasterly boundary of S.W.F.W.M.D. WETLAND CONSERVATION EASEMENT - PARCEL 5, S.60°44'27"W., 130.93 feet to the **POINT OF BEGINNING**.

Containing 0.154 acres, more or less.

### BASIS OF BEARINGS

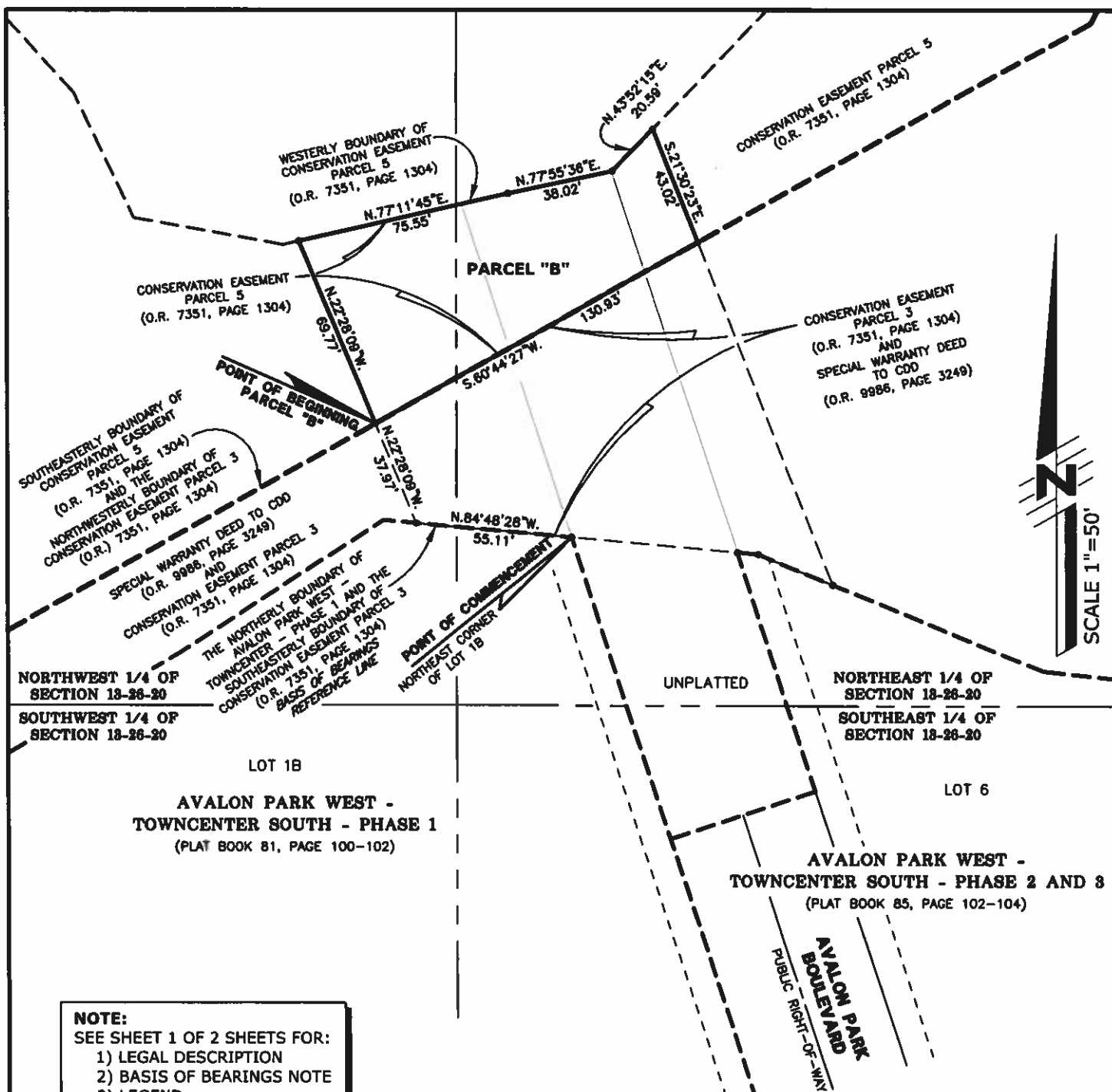
The Northerly boundary of AVALON PARK WEST - TOWNCENTER PHASE 1, according to the plat thereof, as recorded in Plat Book 81, Pages 100 through 102 inclusive, of the Public Records of Pasco County, Florida, has a Grid bearing of N.84°48'28"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

### LEGEND:

1. O.R. - Official Records Book
2. CDD - New River Community Development District

## AVALON PARK WEST CONSERVATION EASEMENT RELEASE PARCEL "B"

<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1</td> <td style="width: 20%;">07/21/22</td> <td style="width: 55%;">Correct County in legal</td> <td style="width: 20%;">VBR</td> </tr> <tr> <td>No.</td> <td>Date</td> <td>Description</td> <td>Dwn.</td> </tr> </table> </div> <div style="width: 65%;"> <p style="text-align: center;"><b>REVISIONS</b></p> <p style="text-align: center;"><b>SHEET NO. 1 OF 2 SHEETS</b></p> </div> </div>				1	07/21/22	Correct County in legal	VBR	No.	Date	Description	Dwn.	<div style="border: 1px solid black; padding: 5px;"> <p>Prepared For: <b>SITEX NR HOLDINGS, LLC</b></p> <p style="text-align: center;"><b>DESCRIPTION SKETCH</b> (Not a Survey)</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;"><b>ARTHUR W. MERRITT</b> No. 4498 ★ STATE OF FLORIDA REGISTERED LAND SURVEYOR</p> </div> <div style="width: 50%;"> <p style="text-align: center;"><b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200</p> </div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div> <p>Surveyor: VBR    Checked: JLS    Order No.: AMI-SNR-NR-014</p> <p>Date: 12/09/21    Dwg: APW-CE RELEASE-PAR B-DS.dwg</p> <p>File: P:\Avalon Park - DE Herten\Avalon Park\Drawings\CE RELEASE.dwg</p> </div> <div style="text-align: center;"> <p>SECTION 13, TOWNSHIP 26 SOUTH, RANGE 20 EAST</p> </div> </div> </div>			
1	07/21/22	Correct County in legal	VBR												
No.	Date	Description	Dwn.												

**NOTE:**

SEE SHEET 1 OF 2 SHEETS FOR:

- 1) LEGAL DESCRIPTION
- 2) BASIS OF BEARINGS NOTE
- 3) LEGEND

## AVALON PARK WEST CONSERVATION EASEMENT RELEASE PARCEL "B"

Prepared For: <b>SITEX NR HOLDINGS, LLC</b>			
<b>DESCRIPTION SKETCH</b> (Not a Survey)			
SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.			
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498			
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER			
<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200		Drawn: VBR    Checked: JLS    Order No.: AMI-SNR-NR-014 Date: 12/09/21    Dwg: APW-CE RELEASE-PAR B-DS.dwg File Path: P:\Avalon Park - DE Market\Market Plan\Drawings\CONS EASE RELEASE Road Crossing	
SECTION 13, TOWNSHIP 28 SOUTH, RANGE 20 EAST		SHEET NO. 2 OF 2 SHEETS	

**CONSENT AGENDA**

**August 23, 2022**

**Executive Director's Report: Approve Calendar for Fiscal Year 2023 Meeting Dates**

Presenter:

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

Staff Recommendation:

Approve Fiscal Year 2023 meeting dates as presented.



**Southwest Florida Water Management District Schedule of Meetings  
Fiscal Year 2023**

08/23/2022

**Governing Board Meeting**

October 18, 2022 – 9:00 a.m., Tampa Office  
November 15, 2022 – 9:00 a.m., Tampa Office  
December 13, 2022 – 9:00 a.m., Brooksville Office  
January 24, 2023 – 9:00 a.m., Tampa Office  
February 28, 2023 – 9:00 a.m., Brooksville Office  
March 28, 2023 – 9:00 a.m., Brooksville Office  
April 25, 2023 – 9:00 a.m., Tampa Office  
May 23, 2023 – 9:00 a.m., Tampa Office  
June 27, 2023 – 9:00 a.m., Brooksville Office  
July 25, 2023 – 9:00 a.m., Tampa Office  
August 22, 2023 – 9:00 a.m., Brooksville Office  
September 26, 2023 – 3:00 p.m., Tampa Office

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

2023 – September 12 & 26

**Agricultural & Green Industry Advisory Committee – 10:00 a.m.**

2022 – December 6

2023 – March 14, June 13, September 12

**Environmental Advisory Committee – 10:00 a.m.**

2022 – October 11

2023 – January 10, April 11, July 11

**Industrial Advisory Committee – 10:00 a.m.**

2022 – November 8

2023 – February 14, May 9, August 8

**Public Supply Advisory Committee – 1:00 p.m.**

2022 – November 8

2023 – February 14, May 9, August 8

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

2022 – October 26, December 7

2023 – January 11, February 22, May 24, July 12

**Springs Coast Steering Committee – 2:00 p.m.**

2022 – November 9

2023 – January 25, March 8, July 26

**Cooperative Funding Initiative – all meetings begin at 10 a.m.**

2023 – February 1 – Northern Region, Brooksville Office

2023 – February 2 – Southern Region, Sarasota County Commission Chambers

2023 – February 8 – Heartland Region, Bartow City Hall

2023 – February 9 – Tampa Bay Region, Tampa Office

2023 – April 5 – Northern Region, Brooksville Office

2023 – April 6 – Southern Region, Sarasota County Commission Chambers

2023 – April 12 – Heartland Region, Bartow City Hall

2023 – April 13 – Tampa Bay Region, Tampa Office

**Meeting Locations**

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

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

Sarasota County Commission Chambers – 1660 Ringling Blvd., Sarasota, FL 34236

Bartow City Hall – 450 N. Wilson Ave., Bartow, FL 33830

**CONSENT AGENDA**

**August 23, 2022**

**Executive Director's Report: Approve Governing Board Minutes - July 26, 2022**

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING  
TUESDAY, JULY 26, 2022 – 9:00 AM  
7601 US 301 NORTH, TAMPA, FL 33637  
(813) 985-7481**

**MINUTES**

Board Members Present

Joel Schleicher, Chair  
Ed Armstrong, Vice Chair\*  
Michelle Williamson, Secretary  
John Mitten, Treasurer  
Kelly Rice, Former Chair  
Jack Bispham, Member  
Seth Weightman, Member  
Ashley Bell Barnett, Member\*  
William Hogarth, Member\*  
John E. Hall, Member

\*attended via electronic media

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  
Michael Molligan, Division Director  
Brandon Baldwin, Division Director

Board Administrative Support

Virginia Singer, Board & Executive Services 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 at 9:00 a.m., July 26, 2022, at the Tampa Office, 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.

**1.1 Call to Order**

Chair Joel Schleicher 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 Schleicher 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. Chair Schleicher 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. He also requested that several individuals wishing to speak on the same topic designate a spokesperson.

Chair Schleicher introduced each member of the Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

**1.2 Invocation and Pledge of Allegiance**

Board Member Kelly Rice offered the invocation and led the Pledge of Allegiance.

**1.3 Employee Recognition**

Chair Schleicher recognized staff who have reached at least 20 years of service. The following staff were recognized: Jerry Mallams and Ron Basso.

Chair Schleicher recognized the new Business and IT Services Director, Mr. Brandon Baldwin.

**1.4 Additions/Deletions to Agenda**

Mr. Brian Armstrong, Executive Director, stated there were no changes to the agenda.

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

No Request to Speak cards were received.

**CONSENT AGENDA**

**2.1 District Performance Measure Flood Protection Audit**

Staff recommended the Board approve the District Performance Measure Flood Protection Audit.

**2.2 Knowledge Management: Governing Board Member Duties and Responsibilities Policy**

Staff recommended the Board approve the proposed changes to the policy.

**2.3 Authorization to Dispose of Equipment**

Staff recommended the Board:

- Approve the disposition of the Mack dump truck (unit 2100) through the auction process.
- Defer replacement of the Mack dump truck unit 2067 until Fiscal Year 2024 in lieu of Mack dump truck unit 2100 through the Capital Field Equipment Fund as approved at the April 2022 Governing Board meeting.

**2.4 FARMS – Shawn Pollard (H809), Hardee County**

Staff recommended the Board:

- Approve the Shawn Pollard Automation project for a not-to-exceed project reimbursement of \$50,125 with \$50,125 provided by the Governing Board.
- Authorize the transfer of \$50,125 from fund 010 H017 Governing Board FARMS Fund to the H809 Shawn Pollard Automation project fund.
- Authorize the Division Director to sign the agreement.

**2.5 Approve the Updated Hillsborough River/Tampa Bypass Canal Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N700)**

Staff recommended the Board approve use of the updated Hillsborough River/Tampa Bypass Canal Watershed Management Plan floodplain information as the best information available by the District ERP program and to update Flood Insurance Rate Maps in Hillsborough County.

**2.6 Approve the Updated East Lake Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N903)**

Staff recommended the Board approve use of the updated East Lake Watershed Management Plan floodplain information as the best information available by the District ERP program and to update Flood Insurance Rate Maps in Hillsborough County.

**2.7 Knowledge Management: Governing Board Policy Cooperative Funding Initiative**

Staff recommended the Board approve the changes to the Cooperative Funding initiative Governing Board Policy.

**2.8 Release and Relocation of Easement for ROMP TR 7-4, SWF Parcel No. 21-020-040**

Staff recommended the Board approve the release and relocation of existing access by accepting the Amendment to Easement.

**2.9 Lake Hancock Resident Security Lease, SWF Parcel No. 20-503-260X**

Staff recommended the Board approve, accept, and authorize the Governing Board Chair to sign the Lease Agreement for Lake Hancock, SWF Parcel No. 20-503-260X on behalf of the District.

**2.10 Water Use Permit No. 20004352.009, Tampa Bay Water/South Central Hillsborough Regional Wellfield**

Staff recommended the Board approve the proposed permit attached as an exhibit.

**2.11 Knowledge Management: Governing Board Policy Update – Proposals for Settlement in Civil Cases**

Staff recommended the Board approve the proposed changes to the Policy.

**2.12 Approve Governing Board Minutes – June 21, 2022**

Staff recommended the Board approve the minutes as presented.

**A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (00:08:38)**

**Finance/Outreach and Planning Committee**

Treasurer John Mitten called the committee to order. (Audio – 00:09:28)

**3.1 Consent Item(s) Moved to Discussion - None**

**3.2 Investment Strategy Quarterly Update**

Mr. John Grady, Public Trust Advisors, presented current information that included the Gross Domestic Product (GDP), inflation, the housing market, and interest rates. Mr. Grady responded to questions.

Mr. Grady provided an overview of the District's portfolio strategy for the last quarter (April 1- June 31, 2022). He also provided information that compared market yield to unrealized gains/losses and book yield to market yield. Mr. Grady responded to questions.

Staff recommended the Board accept and place on file the District's Quarterly Investment Reports for the quarter ended June 31, 2022.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 00:36:35)**

**3.3 Fiscal Year 2023 Vehicle Purchases**

Ms. Michelle Weaver, General Services Bureau Chief, provided information regarding the vehicle purchasing process used in Fiscal Year 2021 and prior. She outlined the current challenges associated with this process due to market changes. Ms. Weaver explained some opportunities to assist in resolving some of the challenges associated with vehicle purchases.

She stated the solution presented would be a one-time monetary adjustment and re-evaluated in future fiscal years. Ms. Weaver responded to questions.

Staff recommended the Board approve the budget transfer in the amount of \$754,421 from PRMRWSA Regional Loop System – Phase 1 Interconnect Design and Construction (N416) CFI project to initiate the purchase of 12 vehicles recommended for replacement in the FY2023 proposed budget.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 00:43:34)

### **3.4 Fiscal Year (FY) 2023 Budget Development**

Mr. Brandon Baldwin, Business and IT Services Division Director, provided a presentation that included a budget development calendar; metrics for expenditure goals and outcomes; proposed millage rates and millage rate history; changes to revenues by source; changes to expenditures by category; and changes to expenditures by programs.

Mr. Baldwin outlined the changes to the proposed budget since the June Governing Board. He stated the proposed ad valorem totals \$122.5M, which is an increase of \$98,084 dollars over was what previously presented. To offset this increase, the proposed rollback-millage rate is 0.2260 mill. This represents a savings of ~\$15.5 million for taxpayers. Mr. Baldwin stated if the proposed millage is approved, this will be the 11th consecutive year the Board has voted to levy taxes at a rate equal to or less than the rolled-back rate for a cumulate rate reduction of 42.5% since adopted budget as of FY13.

Mr. Baldwin explained there was an increase of \$13.2 million related to grants received from the Water Resource Funding program distributed through the Florida Department of Environmental Protection (FDEP). This funding will be allocated for District approved alternative water supply projects. This changes the total proposed FY23 budget from \$199.8 million to \$212.9 million since the budget was proposed to the Governing Board in June.

Board Member John Hall discussed concerns related to the budget metric that requires salaries and benefits to be the less than 50 percent of the District total budget if property values decrease. Mr. Brian Armstrong, Executive Director, explained the roll-back millage adjustments as allowed by Florida Statute. He stated this is the only District that has set these performance metrics. Mr. Armstrong explained adjustments can be made to meet these metrics. The Board will be included in any discussions if meeting these metrics becomes an issue.

Staff recommended the Board:

- a. Approve Resolution No. 22-11, Adoption of Proposed Millage Rate for Fiscal Year 2023.
- b. Approve the budget changes presented at the July 26, 2022, Governing Board meeting.
- c. Approve the August 1 submittal of the Standard Format Tentative Budget Submission for FY2023.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 01:03:00)

### **3.5 Independent Auditing Services Shortlist and Negotiation Options**

Ms. Amanda Rice, Assistant Executive Director, presented information for the Independent Auditing Services Committee recommendations for shortlist and negotiation options. She explained the background, rules, and requirements for this selection process. Ms. Rice informed the Board of the meetings that have been held by the committee and summaries from those meetings.



Ms. Rice presented the committee recommended shortlist of the top three ranked firms with price proposals. She provided an overview of statutory requirements governing this selection process and summarized the two negotiation options and the committee's recommendation.

Staff recommended the Board:

1. Select one or more of the three highest ranked firms by the committee with which to commence negotiations.
2. Approve a request for best and final offers as the negotiation method as recommended by the Committee.
3. Approve the selection of Vice-Chair Armstrong to negotiate on the Governing Board's behalf as recommended by the Committee.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 01:12:28)

### **3.6 Budget Transfer Report**

This was for information only. No action was required.

### **3.7 Office of Inspector General – April 1, 2022, to June 30, 2022, Quarterly Update**

This was for information only. No action was required.

## **Resource Management Committee**

Secretary Michelle Williamson called the committee to order. (Audio – 01:13:20)

### **4.1 Consent Item(s) Moved to Discussion - None**

## **Operations, Lands and Resource Monitoring Committee**

Board Member Jack Bispham called the committee to order. (Audio – 01:14:05)

### **5.1 Consent Item(s) Moved to Discussion - None**

### **5.2 Purchase of Conservation Easement, Horse Creek Project, Horse Creek Ranch, SWF Parcel No. 20-664-102C**

Ms. Ellen Morrison, Land Resources Bureau Chief, presented information that included location maps, the Governing Board acquisition policy, and an overview of the property. Ms. Morrison stated this parcel is part of the Florida Forever Workplan. She explained that this property meets three of the District's areas of responsibility, but portions of the property meet all four and outlined this information.

A Request to Speak card was received from Mr. Jim Strickland, Florida Conservation Group. He spoke in favor of this purchase. He read a statement on behalf of the owner of the property, Mr. Doyle Carlton, expressing his support and appreciation.

A Request to Speak card was received from Mr. Charles Lee, Audubon Florida. He spoke in favor of this purchase.

Ms. Morrison responded to questions. She explained that although the District is purchasing the conservation easement, it will still remain on the tax roll. Mr. Brian Starford, Director of Operations, Lands and Resource Monitoring Division, stated the Division of State Lands will monitor the property and the conservation easement for compliance with the agreement.

Chair Joel Schleicher asked about water depth and recreational use for this property. Ms. Morrison responded there is no public recreational use associated with this property.

Chair Schleicher expressed his opposition to this purchase. He stated that because of the inland location of this property, he did not believe this purchase would be beneficial in preventing the impact of future development. Chair Schleicher also stated that because of the information he gleaned from the Peace River Manasota Regional Water Supply Authority regarding the treatment of water, he did not believe there would be any impact to the Authority because it treats the water to potable standards. He also expressed concern as to why the District would be involved with any maintenance of this property. Chair Schleicher also commented that because this purchase will not adjoin any properties, he did not see the benefit of acquisition.

Mr. Starford responded that Horse Creek is a navigable sovereign water body and people can use the creek for recreation, but any recreational use of the property will remain private. He stated that independent of water treatment, there is still a benefit of water quality protection by acquiring this property. Mr. Starford also stated that this would also help protect impacts to water quality related to the Charlotte Harbor Estuary.

Board Member Jack Bispham stated he would like to see the agreement identify the opportunity for potential pipeline easements and reservoirs in the future.

Board Member Hall asked if there is a mechanism to remove a property from a conservation easement after it has been approved. Ms. Morrison responded that amendments can be negotiated to conservation easements. But because the purpose of a conservation easement is to maintain a property in its natural state it is not generally recommended. Mr. Armstrong stated this is a real estate transaction, and it could be changed if the parties agree. He stated that this sometimes occurs as part of a regulatory permitting process but is not generally associated with land purchases made by the District.

Staff recommended the Board:

- Accept the appraisals for the conservation easement.
- Approve the Option Agreement and authorize the Chair and Secretary or Designee to sign on behalf of the District.
- Authorize the Chair and Secretary to execute the conservation easement on behalf of the District.
- Designate SWF Parcel No. 20-664-102C as having been acquired for conservation Purposes.
- Authorize staff to make minor changes or corrections that conform documents to correct scrivener errors in accordance with the approved terms with any substantive changes being subject to Governing Board review and approval.
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

**A motion was made and seconded to approve staff's recommendation. The motion passed with nine in favor and one opposed. Chair Schleicher stated his reasons for opposition during this discussion. (Audio – 01:39:15/1:41:49)**

#### **Regulation Committee**

Board Member John Hall called the committee to order. (01:43:02)

#### **6.1 Consent Item(s) Moved to Discussion - None**

#### **6.2 Denials Referred to the Governing Board**

No denials were presented.

## **General Counsel's Report**

### **7.1 Consent Item(s) Moved to Discussion - None**

## **Committee/Liaison Report**

### **8.1 Agricultural and Green Industry Advisory Committee**

Secretary Michelle Williamson provided an update on the June 7 meeting. A written summary was provided.

### **8.2 Industrial Advisory Committee**

Mr. Michael Molligan provided an update on the May 10 meeting. A written summary was provided.

### **8.3 Public Supply Advisory Committee**

Vice Chair Ed Armstrong provided an update on the May 10 meeting. A written summary was provided.

## **Executive Director's Report**

### **9.1 Executive Director's Report**

Mr. Brian Armstrong, Executive Director, informed the Board that Mr. Randy Emberg, Video Production Engineer is retiring on August 12. Mr. Armstrong commended Mr. Emberg for his years of audio and visual support he has provided to the District and his efforts in making the Board meetings run effortlessly.

## **Chair's Report**

### **10.1 Chair's Report**

The next meeting is scheduled for August 23 at 9:00 a.m. at the Brooksville Office.

### **10.2 Employee Milestones**

Chair Schleicher recognized the following employees that reached milestones:  
Barbara Garrett, Jorge Reinberg Palmar and Melodie Miler.

## **Adjournment**

The meeting adjourned at 10:48 a.m.

# Governing Board Meeting

## August 23, 2022

### 3. FINANCE/OUTREACH AND PLANNING COMMITTEE

3.1	<b>Discussion:</b> Information Item: Consent Item(s) Moved to Discussion .....	124
3.2	<b>Discussion:</b> Action Item: Selection of Independent Auditing Services Firm .....	125
3.3	<b>Submit &amp; File:</b> Information Item: Budget Transfer Report .....	127

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**August 23, 2022**

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

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Michael Molligan, Division Director, Employee Outreach and General Services

**FINANCE/OUTREACH AND PLANNING COMMITTEE****August 23, 2022****Discussion: Action Item: Selection of Independent Auditing Services Firm***Purpose*

Request the Governing Board review the best and final cost proposals of the three top-ranked firms and select a firm to provide independent auditing services for the District.

*Background*

Section 218.39, Florida Statutes (F.S.), requires each local governmental entity to have an independent annual financial audit of its accounts and records within nine months of fiscal year-end. Section 218.391, F.S., provides the legal requirements for procuring the independent auditor. The District is in its final renewal year of its current independent audit services contract. An overview of the ongoing selection process for the required services was provided to the Governing Board at its May 24, 2022 meeting. At its July 26, 2022 meeting the Governing Board approved a shortlist of the three highest ranked firms by the District's Ad Hoc Audit Committee, authorized requests for best and final offers and selected Vice-Chair Armstrong to negotiate on the Board's behalf.

*Discussion*

Sealed best and final offers were received from the three top-ranked firms and publicly opened on August 2, 2022. The table below shows the qualifications-based ranking of the firms, the original annual pricing and total service hours provided by the firms, and the revised annual pricing and total service hours provided with their best and final offers.

Rank	Firm	Original Proposals		Best and Final Offers	
		Proposed Hours	Adjusted Proposed Price	Revised Hours	Proposed Price
1	James Moore & Co.	770	\$97,000	825	\$92,000
2	Purvis, Gray and Company, LLP	755	\$95,660	785	\$92,500
3	Mauldin & Jenkins, LLC	460	\$94,900	500	\$85,900

Note – Original proposal and best and final offer prices include one state and one federal single audit for comparison purposes. Subsequent years may be subject to cost adjustments in accordance with terms defined in the Request for Proposals.

Vice-Chair Armstrong recommends the selection of James Moore & Co. based on their qualifications and the information presented above. After arriving at this decision, Vice-Chairman Armstrong shared his recommendation with staff, and staff expressed support for his recommendation.

Staff Recommendation:

1. Select James Moore & Co. to provide independent auditing services as recommended by Vice-Chair Armstrong.
2. Authorize staff to execute a contract and a letter of engagement consistent with the terms and conditions of the Request for Proposals and the presented costs and level of effort.
3. Dissolve the Ad Hoc Audit Committee.

Presenter:

Amanda Rice, Assistant Executive Director



**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**August 23, 2022**

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

*Purpose*

Provide the Budget Transfer Report covering all budget transfers made during the month of July 2022.

*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 July 2022.

Staff Recommendation:

Present the Budget Transfer Report for the Board's information. No action required.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**Budget Transfer Report**  
**July 2022**

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason For Transfer	Transfer Amount
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category			
<b><u>Change from Original Budget Intent</u></b>					
1	Information Technology Financed Equipment - Computer	Information Technology Maintenance/Repair of Equipment	Transfer of funds originally budgeted for the second year of a lease for virtual server storage equipment. These funds are no longer required due to the equipment being purchased instead of leased as approved by the Governing Board in June 2021. The funds are needed for the second year of hardware maintenance for the purchased equipment. Funding for this maintenance was included in the FY2023 tentative budget and will continue to be so in future years as required.		\$ 39,000.00
Total Change from Original Budget Intent					<u>\$ 39,000.00</u>
Total Consistent with Original Budget Intent					<u>\$ -</u>
Total Amount Transferred					<u>\$ 39,000.00</u>

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.

## **Governing Board Meeting**

### **August 23, 2022**

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

4.1	<b>Discussion:</b> Information Item: Consent Item(s) Moved to Discussion .....	129
4.2	<b>Discussion:</b> Action Item: South Hillsborough Aquifer Recharge Program (SHARP) Phase 2 (N855) – RW-2 IPE.....	130
4.3	<b>Discussion:</b> Action Item: Pasco County Sea Pines Neighborhood Flood Abatement – Third-Party Review (N850) .....	132
4.4	<b>Discussion:</b> Action Item: Lower Peninsula Stormwater Improvements - Third-Party Review (Q190) .....	135
4.5	<b>Submit &amp; File:</b> Information Item: Lower Hillsborough River Recovery Strategy Implementation – Annual Update .....	138
4.6	<b>Submit &amp; File:</b> Information Item: Minimum Flows and Minimum Water Levels Priority List and Schedule Update .....	148

**RESOURCE MANAGEMENT COMMITTEE**

**August 23, 2022**

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

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Jennette M. Seachrist, P.E., Division Director, Resource Management

**RESOURCE MANAGEMENT COMMITTEE****August 23, 2022****Discussion: Action Item: South Hillsborough Aquifer Recharge Program (SHARP) Phase 2 (N855) – RW-2 IPE***Purpose*

The purpose of this item is to provide the results of the Independent Performance Evaluation (IPE) of the South Hillsborough Aquifer Recharge Program (SHARP) Phase 2 RW-2 well site and to request Governing Board approval to perform an IPE of the RW-4 well site. The County is reimbursing 100% of the cost of the Independent Performance Evaluations (IPEs) for both the RW-2 and RW-4 well sites. If approved to continue to proceed beyond the IPE of RW-2, staff anticipates the completion of the IPE of the RW-4 well site in 2023 and will present the results to the Governing Board upon its completion.

*Background/History*

This project is a continuation of the County's program to develop aquifer recharge of reclaimed water into the non-potable zone of the Upper Floridan aquifer along the coast in the southern portion of Hillsborough County. The goal of the project is to improve water levels within the Most Impacted Area (MIA) of the Southern Water Use Caution Area (SWUCA) and possibly slow the rate of inland movement of saltwater intrusion in the area.

The Board approved fiscal year (FY) 2018, FY2019 and FY2020 funding for 30% design, third-party review (TPR), final design, permitting, construction, testing, and IPEs of the two recharge wells, monitoring wells, and necessary transmission and appurtenances for recharge and monitoring. As part of the Board-approved project, the County was to provide the 30% designs for the District to perform TPR. The County completed construction of the recharge wells at the RW-2 and RW-4 sites without performing the required TPR. Additionally, the original Board-approved project included four monitoring wells for each recharge well site. However, in accordance with their FDEP permit, the County only constructed two monitoring wells for each site.

At their March 2022 meeting, the Board approved scope and cost changes that eliminated the TPR for SHARP Phase 2 and required District-led IPEs of each well site. This Board action also required Board approval of the IPEs for both Phase 2 wells prior to reimbursing the County for costs associated with Phase 2 and prior to including funding for Phase 3 in the District's FY2023 budget. The Phase 2 IPEs include review of all available design, permitting, construction, testing, and Water Use Permit (WUP) Impact Evaluation data, with the County reimbursing 100% of the IPE costs. The District entered into an agreement with the County for the SHARP Phase 2 project on April 14, 2022. The IPE for RW-2 began on May 23, 2022 and concluded with the receipt of the final report on July 15, 2022. It is anticipated that the IPE on RW-4 will be completed in 2023.

Also at the March Board meeting, staff were directed not to enter into an agreement for the SHARP Phase 3 project until the Board approved the SHARP Phase 2 IPEs and changes to the Phase 3 scope of work. Funds for the SHARP Phase 3 project are currently in the tentative FY2023 budget.

*Benefits/Costs*

The benefit of the project is to expand the use of reclaimed water to recharge non-potable portions of the Upper Floridan aquifer at a minimum rate of 2 million gallons per day (MGD), per recharge well, for 20

years, which will improve aquifer water level conditions in the MIA of the SWUCA and may also provide for future consideration of Indirect Potable Reuse (IPR).

The District-led IPE was performed by the engineering firm, WSP, and included review of all available information on design, permitting, construction, testing, and WUP impact evaluation. WSP was tasked with assessing the ability of RW-2 to meet or exceed the project's measurable benefit, given the associated aquifer and well characteristics and to determine if additional monitoring wells are needed. WSP concluded that the design of the RW-2 recharge well and surface facilities are sound. They deem the hydrogeologic conditions and well construction favorable for achieving the 2 MGD minimum injection capacity for 20 years. Review of data and documentation provided by the County for this IPE demonstrates that there is sufficient and growing supply of reclaimed water, in excess of reuse system demands. Thus, water availability will not constrain operation of the RW-2 recharge system. Furthermore, reclaimed water availability is also not expected to impact the expansion of the project in Phase 3, which is anticipated to increase overall SHARP recharge capacity to a minimum of 12 MGD.

WSP further concluded that an additional year of operational testing data, along with additional groundwater modeling should be performed before determining if additional monitoring wells are needed. This monitoring well evaluation will be included as part of the RW-4 IPE. The results and recommendations will be provided to the Board.

In consideration of these findings, District staff recommend performing an IPE on RW-4. Furthermore, District staff recommend keeping the SHARP Phase 3 funds (\$1,250,000) in the FY2023 budget. However, District staff do not recommend entering into an agreement for SHARP Phase 3 until the Board has approved both SHARP Phase 2 IPEs and changes to the Phase 3 scope of work.

The total project cost is \$9,700,000 with the original District share being \$4,850,000. In March 2022, the Board-approved reducing the District's share by \$50,000, making the revised total share of funding \$4,800,000, which included the construction of four monitoring wells for each recharge well site. If it is determined that fewer monitoring wells are needed, the District's funding share would be reduced. A recommendation on additional monitoring wells and associated funding reductions will be provided to the Board with the RW-4 IPE results.

Staff Recommendation:

1. Approve the IPE results for the SHARP Phase 2 RW-2 well site and authorize staff to proceed with leading the IPE on the RW-4 well site that will include an evaluation of the need for additional monitoring wells for SHARP Phase 2 with the County responsible for 100% of the cost.
2. Approve including the SHARP Phase 3 (Q088) funding (\$1,250,000) in the FY2023 budget.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources



## RESOURCE MANAGEMENT COMMITTEE

**August 23, 2022**

### **Discussion: Action Item: Pasco County Sea Pines Neighborhood Flood Abatement – Third-Party Review (N850)**

#### *Purpose*

The purpose of this item is to present the results of the Third-Party Review (TPR) for the Pasco County (County) Sea Pines Neighborhood Flood Abatement project and to request Governing Board approval to amend the Cooperative Funding Agreement (CFA) to move forward with final design, permitting, and construction at a total project cost of \$7,040,318 with District funding of \$1,650,000 (50 percent of the original conceptual cost).

#### *Background/History*

The County and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement in 2017 for the Sea Pines Neighborhood Flood Abatement project. The project consists of land acquisition, design, permitting, and construction of drainage improvements within the Sea Pines area. The proposed project consists of new and upgraded stormwater conveyance systems and storage ponds within the Sea Pines neighborhood in western Pasco County.

The District's Governing Board approved fiscal year (FY) 2018 cooperative funding for this project for 30 percent design and TPR, with additional Governing Board approval required to proceed beyond this stage. The original conceptual project cost for land acquisition, design, permitting, and construction was estimated at \$3,300,000. The District required a TPR because the project is complex and includes multiple land acquisitions.

The details of the project have now been defined, and the project elements include both increasing the drainage conveyance capacity and excavation to provide stormwater storage. The drainage conveyance capacity improvements will enhance the intermediate drainage system and are eligible for cooperative funding initiative (CFI) funding.

Per the cooperative funding agreement, the County provided the 30 percent design for the TPR. The District contracted with the TPR consultant who completed their review of the 30 percent design in June 2022. The TPR included a review of the constructability, cost estimate, resource benefit, and schedule. The TPR report concluded that the project design is expected to meet the stated flood protection benefits. They also concluded the following:

- The design schedule is reasonable
- The project is constructable
- The Resource Benefit of this project will reduce the existing flooding problem during the 100 year, 24-hour storm event
- The benefits are in agreement with those reported in the Benefit-Cost Analysis, and the quantities and cost estimate are consistent with the 30% design plans and model

The District's current cooperative funding agreement with the County covers only design and TPR services. Governing Board approval is required to modify the agreement costs, schedule, and scope of work to finish design, permitting, and construction. With Governing Board authorization, the County will be eligible for reimbursement of expenses beyond the 30 percent design.

### *Benefits/Costs*

The project will reduce the existing flooding problem during the 100-year, 24-hour storm event. The measurable benefit of the project will be completion of design, permitting, and construction of the proposed drainage improvements to relieve flooding in the Sea Pines area in Pasco County.

The current total project cost is \$7,040,318 to complete design and construction. The District's original funding portion is \$1,650,000. The District has budgeted \$850,000 through FY2022 subject to Governing Board approval to move forward after the TPR. The County did not request funding in FY2023 but has indicated they will request the remaining amount of \$800,000 in future years.

The County is requesting Governing Board approval to move forward with the project final design, permitting and construction with the District funding fifty percent of the current project cost estimate of \$7,040,318. Due to the Governing Board's prioritization of alternative water supply project funding, an increase in the District's share for this project is not recommended as the long-term funding plan will not support the significant cost increase. The District staff recommendation is to fund the project at fifty percent of the original conceptual cost of \$3.3 million (\$1.65 million), which is the amount included in the long-term funding plan. The County will fund the remaining cost of \$5,930,318. The County has been encouraged to apply for State and Federal funding for the remainder of the costs.

The original project evaluation form was developed prior to the current scoring system and had an overall ranking of high. The project has been evaluated based upon the latest information and current scoring system, and the evaluation form is provided as an exhibit to this recap. The project benefit score is 19 out of 25, while the strategic goals score is 25 out of 25. The cost effectiveness was estimated at 20 out of 25 because the benefit-cost ratio is over 0.90 but less than 1.10. The overall project ranking score is 80 out of 105.

The District's existing cooperative funding agreement with the County requires Governing Board approval to modify the agreement costs and scope before the County is eligible for reimbursement of any expenses beyond the TPR task.

### Staff Recommendation:

Authorize continuation of the project and approve amending the Cooperative Funding Agreement to include a total project cost of \$7,040,318 with the District's share of \$1,650,000 for third-party review, design, permitting and construction of the Sea Pines Neighborhood Flood Abatement project (N850).

### Presenter:

Scott Letasi, P.E., Bureau Chief, Engineering and Project Management

Project No. N850	SW IMP – Flood Protection – Sea Pines Neighborhood Flood Abatement			
Pasco County	FY2023			
Risk Level:		Type 3	Multi-Year Contract: Yes, Year 4 of 6	
Description				
Description:	Land acquisition, design, permitting, and construction of a new and upgraded stormwater conveyance systems and storage ponds within the Sea Pines neighborhood in western Pasco County. Funding was approved in FY2018 for 30% design and Third-Party Review (TPR). The District required a TPR because the project is complex and includes multiple land acquisitions.			
Measurable Benefit:	The contractual Measurable Benefit will be the design, permitting and construction of stormwater conveyance and storage systems within the Sea Pines neighborhood. Construction will be in accordance with the permitted plans.			
Costs:	Total project cost after TPR: \$7,040,318 (land acquisition, design, TPR, permitting, and construction) Pasco County: \$5,390,318 District: \$1,650,000 with \$850,000 budgeted in previous years, \$0 requested in FY2023 and \$800,000 anticipated to be requested in future years.			
Evaluation				
Initial Application Quality:	3	Majority of information was provided in application.		
Project Benefit:	19	The Resource Benefit of this project will reduce the existing flooding problem during the 100 year, 24-hour storm event. Structure and street flooding currently occur in the project area and the project impacts the regional or intermediate drainage system.		
Cost Effectiveness:	20	Benefit/cost ratio is less 1.1 but greater than 0.9. Benefits include avoided damages to structures and roads.		
Past Performance:	0	Based upon an assessment of the schedule and budget for the 19 ongoing projects.		
Complementary Efforts:	8	Cooperator's Community Rating System class is 6 and is in the 6 to 9 range.		
Project Readiness:	5	Project is ongoing and on schedule.		
Strategic Goals				
Strategic Goals:	25	<b>Strategic Initiative - Water Quality Maintenance and Improvement:</b> Develop and implement programs, projects and regulations to maintain and improve water quality. <b>Strategic Initiative – Flood Protection Maintenance and Improvement:</b> Develop and implement programs, projects and regulations to maintain and improve flood protection, and operate District flood control and conservation structures to minimize flood damage while preserving the water resource. <b>Tampa Bay Region Priority: Flood Protection:</b> Improve flood protection in Lake Tarpon, the Pithlachascotee, Anclote and Hillsborough Rivers and Pinellas County coastal watersheds.		
Overall Ranking and Recommendation				
	80	Based on the TPR results, and available cost estimate, District staff recommends funding the Sea Pines Neighborhood Flood Abatement project. The project will provide flood relief. District staff recommends funding 50% of the original conceptual cost estimate of \$3,300,000 and Pasco County will fund the remainder of \$5,390,318 based upon the current project cost estimate.		
Funding				
Funding Source	Prior	FY2023	Future	Total
District	\$850,000	\$0	\$800,000	\$1,650,000
Pasco County	\$850,000	\$0	\$4,540,318	\$5,390,318
Total	\$1,700,000	\$0	\$5,340,318	\$7,040,318

**RESOURCE MANAGEMENT COMMITTEE****August 23, 2022****Discussion: Action Item: Lower Peninsula Stormwater Improvements - Third-Party Review (Q190)***Purpose*

The purpose of this item is to present the results of the third-party review (TPR) for the City of Tampa (City) Lower Peninsula Stormwater Improvements project and to request Governing Board approval to amend the Cooperative Funding Agreement to move forward with final design, permitting, and construction at a total project cost of \$46,114,634 with the District funding \$12,500,000 (50 percent of the original conceptual cost).

*Background/History*

The City and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement in 2020 for the Lower Peninsula Stormwater Improvements project. The project consists of design, permitting and construction of stormwater conveyance and flood storage that will reduce flooding in the highly urbanized basin.

The District's Governing Board approved fiscal year (FY) 2021 cooperative funding for this project for the TPR, with additional Governing Board approval required to proceed beyond this stage. The initial conceptual project cost for design, permitting and construction was estimated at \$25,000,000.

Per the cooperative funding agreement, the City provided a 90 percent design for the TPR. The City provided a Guaranteed Maximum Price (GMP) for the project construction of \$46,074,634. The GMP and current total project cost reflects modifications to the alignment made during design, current construction material and labor costs, and a complete inventory of all the components and elements necessary for the project. The total project cost is \$46,114,634 and includes the TPR, design, permitting and construction costs.

The District contracted with the TPR consultant, which completed their review of the design in June 2022. This included a review of the schedule, constructability, cost estimate, and ability to meet the proposed resource benefit. The TPR report concluded that the project design is constructable and meets the resource benefits as estimated.

*Benefits/Costs*

The design is consistent with the original conceptual scope and the project will reduce the existing street flooding problems in the area, for the 5-year, 8-hour storm event. The Measurable Benefit of the project will be completion of design, permitting, and construction of the drainage system best management practices (BMPs) to reduce flooding in a highly urbanized basin of approximately 550 acres.

In addition to the flood protection benefits, the project will provide water quality benefits to Tampa Bay, a SWIM priority waterbody, through wet detention in a new stormwater pond as well as enhancement to an existing wetland area.

The City is proposing a total project cost of \$46,144,634 based on the current GMP and TPR. The primary reason for the cost increase from the original conceptual cost in 2019 is adding in costs for

increased storm sewer size and material quantities, design-build fee, construction engineering inspection and contingency fees.

The City is requesting Governing Board approval to move forward with the project final design, permitting and construction with the District funding fifty percent of the eligible costs of \$46 million. Due to a prioritization of alternative water supply project funding, an increase in District funding is not recommended as the long-term funding plan will not support the significant cost increase. The District staff recommendation is to fund the project at fifty percent of the original conceptual cost of \$25 million (\$12.5 million District share), which is the amount included in the District's long-term funding plan. The City will fund the remaining cost of \$21,144,634. The City has been encouraged to apply for State and Federal funding for the remainder of the costs.

The District has budgeted \$9,267,500 through FY2023 for design, TPR, permitting and construction subject to Governing Board approval to move forward after the TPR. District staff anticipate the City will request \$3,232,500 in future funding from the District.

The project was evaluated based upon the latest information and the new FY2023 scoring system and the revised evaluation form is provided as an exhibit to this recap. The cost effectiveness is based on the ratio of project benefits (avoided flood damages) to project cost. The result is that the cost effectiveness decreased from the conceptual design. The benefit/cost ratio went from 0.80 to 0.74 and the overall project ranking score decreased from 84 to 82.

The District's existing cooperative funding agreement with the City requires Governing Board approval to modify the agreement costs and scope before the City is eligible for reimbursement of any expenses beyond the TPR task.

Staff Recommendation:

Authorize continuation of the project and approve amending the Cooperative Funding Agreement to include a total project cost of \$46,144,634 with the District's share of \$12,500,000 for third-party review, design, permitting and construction of the Lower Peninsula Stormwater Improvements project (Q190).

Presenter:

Scott Letasi, P.E., Bureau Chief, Engineering and Project Management

Project No. Q190	SW IMP – Flood Protection – Lower Peninsula Stormwater Improvements - Southeast			
City of Tampa	Region			FY2023
Risk Level:	Type 3		Multi-Year Contract: Yes, Year 3 of 4	
Description				
Description:	Design, permitting and construction of stormwater conveyance lines south to the MacDill 48 ELAPP property, which will serve as flood storage, then a conveyance line east to an outfall in Tampa Bay. The District required a third-party review (TPR) because the conceptual construction estimate is greater than \$5 million dollars. The FY2023 funding request is for design and construction.			
Measurable Benefit:	The contractual Measurable Benefit will be the construction of drainage conveyance system BMPs to reduce flooding in a highly urbanized basin of approximately 550 acres. Construction will be in accordance with permitted plans.			
Costs:	Total project cost: \$46,144,634 (design, TPR, permitting and construction) City of Tampa: \$33,644,634 District: \$12,500,000 with \$6,035,000 budgeted in previous years, \$3,232,500 requested in FY2023, and \$3,232,500 anticipated to be requested in future years.			
Evaluation				
Application Quality:	5	Application included all the required information identified in the CFI Guidelines.		
Project Benefit:	20	The Resource Benefit of this project, if constructed, will reduce the existing flooding problem during the 5-year, 8-hour storm event. Street flooding occurs in the project area and the project impacts the regional or intermediate drainage system. Ancillary water quality benefits were demonstrated along with the flood protection benefits.		
Cost Effectiveness:	15	Benefit/Cost ratio is less than 0.9, but greater than or equal to 0.7.		
Past Performance:	2	Based on an assessment of the schedule and budget for 6 ongoing projects.		
Complementary Efforts:	10	Cooperator's Community Rating System class is 5 and is in the 5 or less range.		
Project Readiness:	5	Project is ongoing.		
Strategic Goals				
Strategic Goals:	25	<b>Strategic Initiative – Flood Protection Maintenance and Improvement:</b> Develop and implement programs, projects, and regulations to maintain and improve flood protection, and operate District flood control and conservation structures to minimize flood damage while preserving the water resource. <b>Tampa Bay Region Priority: Flood Protection:</b> Improve flood protection in Lake Tarpon, the Pithlachascotee, Anclote and Hillsborough Rivers and Pinellas County coastal watersheds		
Overall Ranking and Recommendation				
CFI:	82	Based upon the TPR results and available cost estimates, District staff recommends funding 50% of the original conceptual cost estimate of \$25 million and the City will fund the remaining cost increase of \$21.1 million. Project is designed to reduce existing street flooding.		
Funding				
Funding Source	Prior	FY2023	Future	Total
District	\$6,035,000	\$3,232,500	\$3,232,500	\$12,500,000
City of Tampa	\$6,035,000	\$3,232,500	\$24,377,134	\$33,644,634
Total	\$12,070,000	\$6,465,000	\$27,609,634	\$46,144,634

**RESOURCE MANAGEMENT COMMITTEE**

**August 23, 2022**

**Submit & File: Information Item: Lower Hillsborough River Recovery Strategy Implementation – Annual Update**

Please see attachment.

Staff Recommendation:

This item is for the Board's information only, no action is required.

Presenter:

Danielle Rogers, PWS, PMP, Environmental Project Manager, Environmental Flows and Levels Section



Submit and File Report

**Lower Hillsborough River Recovery Strategy Implementation – Annual Update**

*Purpose*

To provide an annual update to the Governing Board regarding implementation of projects outlined in the Hillsborough River Recovery Strategy that are needed to recover minimum flows adopted for the Lower Hillsborough River (LHR).

*Background/History*

As required by statute, if the actual flow of a water course is below an adopted minimum flow or is projected to fall below a minimum flow over the next 20 years, a recovery or prevention strategy is developed as part of the minimum flows establishment process. At its August 2007 meeting, the Governing Board approved rule amendments that incorporated revised minimum flows and a revised recovery strategy for the LHR into Rules 40D-8.041 and 40D-80.073, Florida Administrative Code (F.A.C.), respectively, and these rule amendments became effective on November 25, 2007. The Board also authorized a Joint Funding Agreement with the City of Tampa for implementation of recovery projects that was finalized in October 2007 and incorporated into the recovery strategy rule.

The currently adopted minimum flows for the LHR are 20 cubic feet per second (cfs) freshwater equivalent flow from July 1 through March 31, and 24 cfs freshwater equivalent flow from April 1 through June 30 at the base of the Hillsborough River Dam, as adjusted based on a proportionate amount that flow at the U.S. Geological Survey (USGS) Hillsborough River gauge near Zephyrhills, Florida is below 58 cfs. For purposes of the minimum flows rule and its implementation, freshwater equivalent means water that has a salinity concentration of 0.0 ppt for modeling purposes.

The minimum flows for the LHR are based on extending a salinity range less than 5 ppt from the dam toward Sulphur Springs. The goals of the minimum flows are to effectively supply a total of 20 or 24 cfs of freshwater to the base of the Hillsborough River Dam during the two seasonal periods identified in the rule. However, when water from Sulphur Springs is used with freshwater sources for river recovery, combined-source flows of 20 or 24 cfs do not extend the target salinity zone as far downstream as would occur with delivery of 20 or 24 cfs of freshwater to the base of the dam. This is because the portion of source-water diverted from Sulphur Springs is brackish (specific conductance  $\geq 5,000 \mu\text{S}/\text{cm}$ ;  $\sim 3$  ppt) (Scharping et al. 2018). Based on hydrodynamic modeling used to evaluate flow-related salinity conditions and establish minimum flows for the LHR, it was determined that a freshwater equivalent factor needed to be incorporated into the minimum flows. Analyses completed at the time of rule development indicated an additional 3 cfs added to the mixed-source recovery flows of 20 or 24 cfs yielded seasonal minimum flow rates of 23 and 27 cfs that produced a target salinity zone similar to that associated with the required 20 and 24 cfs freshwater equivalent flows (SWFWMD 2006).

The LHR recovery strategy outlines six potential projects and a timeline for their implementation. Four projects are identified for joint funding by the District and the City of Tampa (City) and two are to be implemented by the District. Implementation of specific projects is subject to applicable diagnostic/feasibility studies and contingent on obtaining any required permits. Projects to be jointly funded by the District and the City include the:

- 1) Sulphur Springs Project (Lower Weir Modifications and Sulphur Springs Pool Upper Weir and Pump Station Modifications).
- 2) Blue Sink Analysis and Project.
- 3) Transmission Pipeline Evaluation and Project; and the
- 4) Investigation of Storage or Additional Supply Options.

In addition, the District was required to initiate implementation of two projects, including the:

- 5) Tampa Bypass Canal (TBC) and Hillsborough River Reservoir Diversions; and the
- 6) Morris Bridge Sink Project.

The LHR recovery strategy specifies District initiation of the TBC and Hillsborough River Reservoir diversion projects and continued operation of pumping facilities on the TBC lower pool for diversion of water to the TBC middle pool at District Structure S-162. The strategy also specifies that the City would assume operation of pumping facilities on the TBC middle pool at District Structure S-161 for diversion of water to the reservoir, and at the Hillsborough River Dam for transfer of water to the lower river. District initiation and implementation of the Morris Bridge Sink project, which is to include diversion of water from the sink to the TBC and subsequent transfer of the diverted water through the reservoir to the LHR are also identified in the strategy. Similarly, continued District implementation of diversions of water from the sink to the TBC and the City's responsibility for diversion of the water from the TBC through the reservoir to the LHR are specified. Ultimately, the strategy requires the City to have met the established minimum flows for the LHR by October 1, 2017.

The recovery strategy requires that in 2013, and for each five-year period through 2023, the District shall evaluate the strategy regarding its effects on the hydrology, dissolved oxygen, salinity, temperature, pH, and biological characteristics of the LHR that have been achieved from minimum flows implementation.

The recovery strategy also requires annual reporting to the Governing Board on progress in the implementation of the strategy. This current annual update to the Governing Board continues the series of comparable reporting efforts that first began in 2007. Information from the first and second five-year evaluations (SWFWMD 2015; SWFWMD and Atkins, North America, Inc. 2015; SWFWMD and WAR, 2020), and data that was collected after May 31, 2018, were used for this annual update.

#### *Discussion*

Progress on the six projects specified in the LHR recovery strategy can be briefly summarized as follows.

- 1) Sulphur Springs Project Lower Weir Modifications — The City and District entered into a cooperative agreement in October 2008 to perform modifications to the lower weir on Sulphur Springs Run. This Lower Weir project, which was completed in October 2011, involved installation of an operable weir at the mouth of the spring run to: prevent incursions of higher-salinity water from the river during low-flow periods; allow for access to the run by manatees and other organisms during higher-flow periods when incursions of saline water are less of a concern; and enhance management flexibility for the City regarding use of spring water to meet minimum flow requirements for the LHR and Sulphur Springs Run. Data collection in the spring run has confirmed that the project effectively reduces salinity incursions from the river and increases flexibility for using Sulphur Springs to provide minimum flows to the spring run and the LHR.

Sulphur Springs Pool Upper Weir and Pump Station Modifications — The project, which was completed in March 2012, involved: modification of the pump station at Sulphur Springs to increase reliability of and efficiently provide for variable pumping rates; replacement or modification of the Sulphur Springs upper weir and gates that control flow between Sulphur Springs Pool and Sulphur Springs Run; installation of provisions to control Sulphur Springs Pool pumping rates based on the water temperature and salinity of adjacent monitoring stations; and modification and/or replacement of the Sulphur Springs pump station intake to allow for the range of anticipated water levels in Sulphur Springs Pool.

The modified Sulphur Springs facilities are currently operational and have proven to be effective for providing variable rates of flow to both the spring run and the LHR.

- 2) Blue Sink Analysis and Project — The City completed pipeline and pump station design for the Blue Sink Project, issued plans and specifications for the two project elements in March 2015, executed an agreement for construction management and a well mitigation program for the project in June 2015, and issued notices to proceed with pump station and pipeline construction in July and August 2015, respectively. Construction and construction restoration for the Blue Sink pipeline were completed in April and May 2016. The City began operation of the Blue Sink pumping facility in November 2017. The facility was first used for minimum flow implementation in March 2018 and continues to be used as needed.
- 3) Transmission Pipeline Evaluation and Project — As part of the LHR recovery strategy, the construction of a pipeline from the TBC middle pool at Structure S-161 to the base of the Hillsborough River Dam was considered to address potential water savings associated with use of a pipeline versus use of the reservoir for conveyance of water to be used for augmenting LHR flows. The District and City facilitated a peer review of this potential project in 2008 and findings of the review panel (Davis et al., 2008) were submitted to the District and City in September 2008. The panel concluded the only water loss to the system is through evaporation of the increased volume of water pumped for augmentation and that this loss is minor. The panel also noted “the projected water saving by transporting the augmentation water in a pipeline rather than through the reservoir is relatively small.” Staff from both the District and City concurred with the findings of the peer review panel, and based on the review, the Transmission Pipeline project is no longer considered a viable project for recovery of the LHR (SWFWMD 2008).
- 4) Investigation of Storage or Additional Supply Options — Consistent with the recovery strategy, the City and the District entered into a joint funding agreement in July 2010 to investigate other storage and supply options to meet recovery plan objectives for the LHR. The first components of the project, which involved review of the status of other recovery projects and identification of the need for additional storage or supply projects to meet the LHR minimum flow requirements, were completed in April 2011 (MHW Americas, Inc. 2011) and indicate that the identified sources of water in the recovery strategy may be sufficient for achieving minimum flow requirements in the LHR. A project completion report (Weber 2018) submitted to the District by the City in October 2018 also suggests that the City is positioned and committed to implementing and investigating projects that will ensure the LHR minimum flows are met.
- 5) Tampa Bypass Canal and Hillsborough Reservoir Diversions — To implement minimum flows in the LHR as soon as practical, the current recovery strategy required the District, by January 1, 2008, to divert up to 7.1 million gallons per day (mgd) (equivalently 11 cfs) of water from

the middle pool of the TBC to the Hillsborough River Reservoir at Structure S-161 and then deliver seventy-five percent of this water to the LHR at the base of the Hillsborough River Dam. Using temporary pumping facilities, water has been supplied from the TBC to the LHR as needed since December 31, 2007. A consumptive water use permit (Permit No. 20020575.000) for these diversions was issued to the District by the Florida Department of Environmental Protection (DEP) on December 17, 2015.

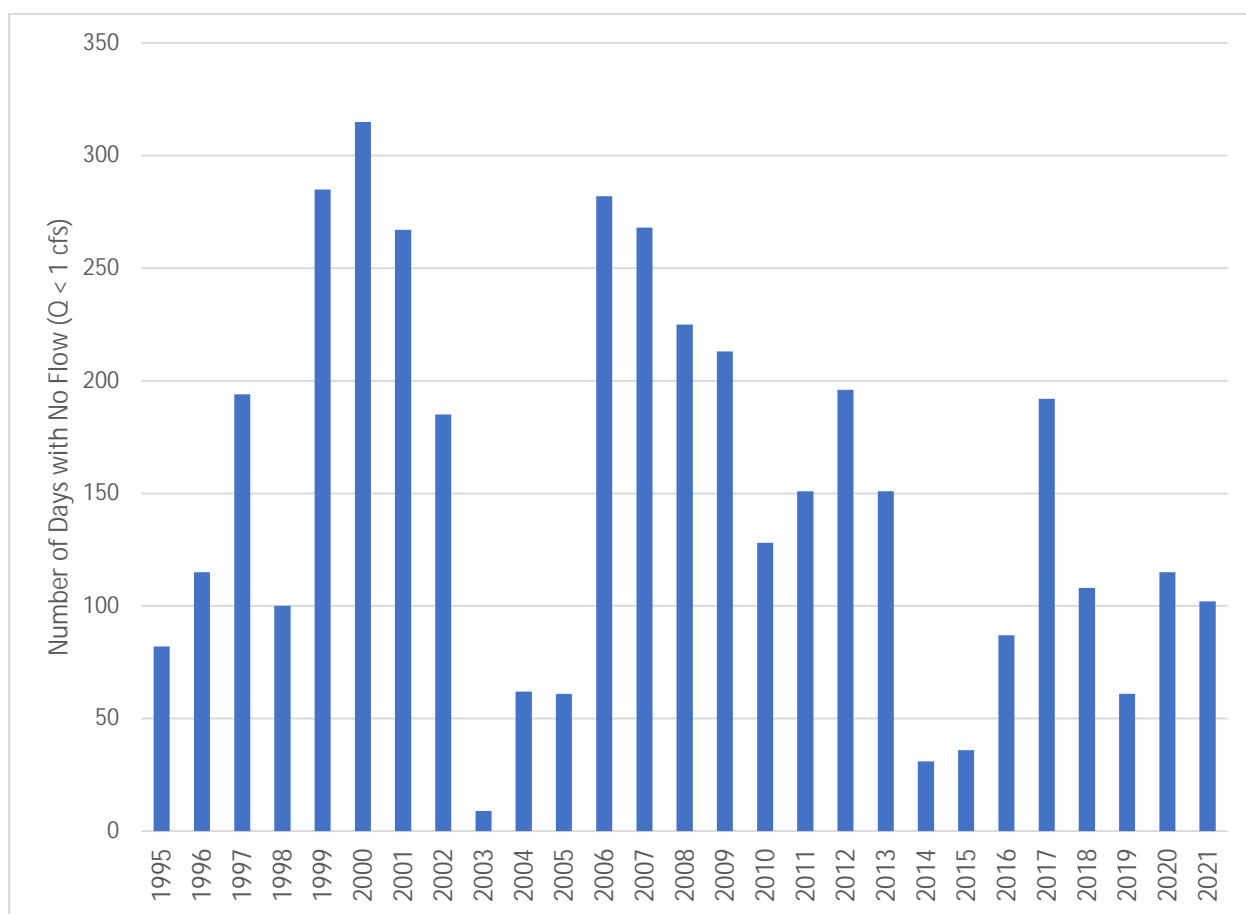
Transfer of the District temporary pumping facilities to the City at the S-161 structure and at the dam occurred in late November 2017. Water Use Permit No. 20020802.000 for augmentation of the reservoir with water from the TBC, was issued to the City by the District on April 23, 2019, and the consumptive use permit previously issued by DEP to the District for these diversions was cancelled. An agreement between the City and District for the Lower Hillsborough River Dam Control Gate Facilities (Project N492) to replace temporary pumping facilities at the dam was finalized in October 2017. Construction and operational tests for the gate were completed on July 20, 2018, and the City began using it for minimum flow augmentation on April 1, 2019.

Since then, necessary diversions from the TBC middle pool to the reservoir for delivery to the LHR for minimum flow needs have been conducted by the City in accordance with the recovery strategy.

- 6) Morris Bridge Sink Project - The LHR recovery strategy specifies that by October 1, 2012, or earlier, and upon completion of the project, provided that any permit that may be required is approved, the District will divert up to 3.9 mgd (6.0 cfs) of water on any given day from Morris Bridge Sink to the TBC for the City to transfer to the reservoir and deliver to the base of the Hillsborough River Dam to help achieve minimum flows in the LHR.

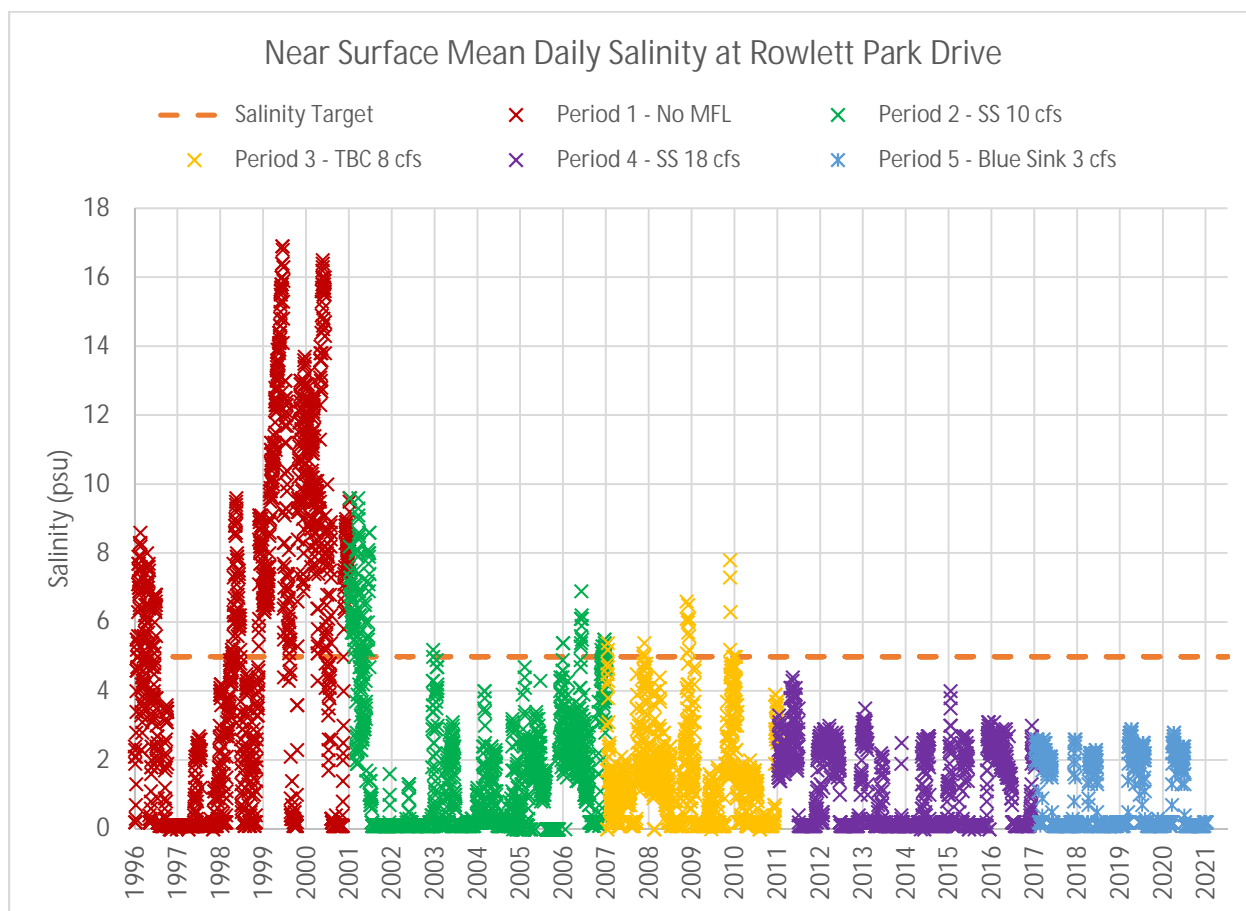
On January 15, 2016, the DEP issued Consumptive Water Use Permit No. 20020574.000 to the District for withdrawals from Morris Bridge Sink. In February 2016, the District initiated a project for consultant services addressing design of a pump station at Morris Bridge Sink for diversion of water from the sink to the upper pool of the TBC, a pipeline, and a second pump station at District Structure S-159 for diversion of water from the upper to the middle pool of the TBC. Project design and permitting have been completed. The District can utilize portable pumps and piping to commence withdrawals of Morris Bridge Sink when needed to meet the LHR minimum flow requirements.

The projects described in this annual report are intended to provide a sufficient flow of freshwater and low-salinity water below the Hillsborough River Dam to restore low-salinity habitat within the LHR and achieve an oligohaline zone (salinity < 5 ppt) from the dam towards Sulphur Spring. Figure 1 displays the number of no flow days (i.e., when flow at dam is less than 1 cfs) per year between 1995 to 2021. On average, water did not flow over the dam for 149 days each year (range: 9 to 315 days). In 2021, no flow occurred on 102 days. Without this flow, salinity below the dam is relatively high and no low salinity habitat exists for much of the year. Implementation of recovery strategy projects has helped mitigate this condition and address minimum flow requirements for the LHR.



**Figure 1.** Number of days of no-flow (i.e., flows < 1 cfs) at the U.S. Geological Survey Hillsborough River near Tampa, FL gage at the Hillsborough River Dam from 1995 through 2021.

Improvement in river salinities through implementation of recovery projects is evident based examination of salinity data collected in the vicinity of Rowlett Park, which is located adjacent to and immediately downstream of the Hillsborough River Dam. Figure 2 contrasts salinity in near surface water at this site from 1/1/1997 to 12/31/2021. During the early portion of this record, Period 1 (1997—2001), no water was delivered to the base of the dam to meet the minimum flow that had been established for the river in 2000. In Period 2 (2002—2007), up to 10 cfs of low salinity water from Sulphur Springs could be diverted to the base of the dam in accordance with the then existent recovery strategy. During Period 3 (2008—2011), which followed revision of the LHR minimum flows and adoption of the current recovery strategy, up to 10 cfs of low salinity water from Sulphur Springs and 8 cfs of freshwater from the TBC for diversion to the base of the dam was used from minimum flow implementation, for a combined total of up to 18 cfs. In Period 4 (2012—2017), up to 18 cfs of low salinity water from Sulphur Spring and 8 cfs of freshwater from TBC, for a combined total of up to 26 cfs were used for river recovery. Most recently, during Period 5 (2018—2021), up to 18 cfs of low salinity water from Sulphur Springs, 8 cfs of freshwater from TBC, and 3 cfs of freshwater from Blue Sink, for a combined total available flow of up to 29 cfs was used to augment flows. Figure 2 clearly demonstrates the benefits of supplying 10 cfs in Period 2 (approximately 50% of the currently adopted minimum flow), 18 cfs in Period 4 (approximately 75 percent of minimum flow), and full minimum flow implementation in Period 5 as compared to conditions that existed in during Period 1 in the absence of an established minimum flow and flow augmentation.



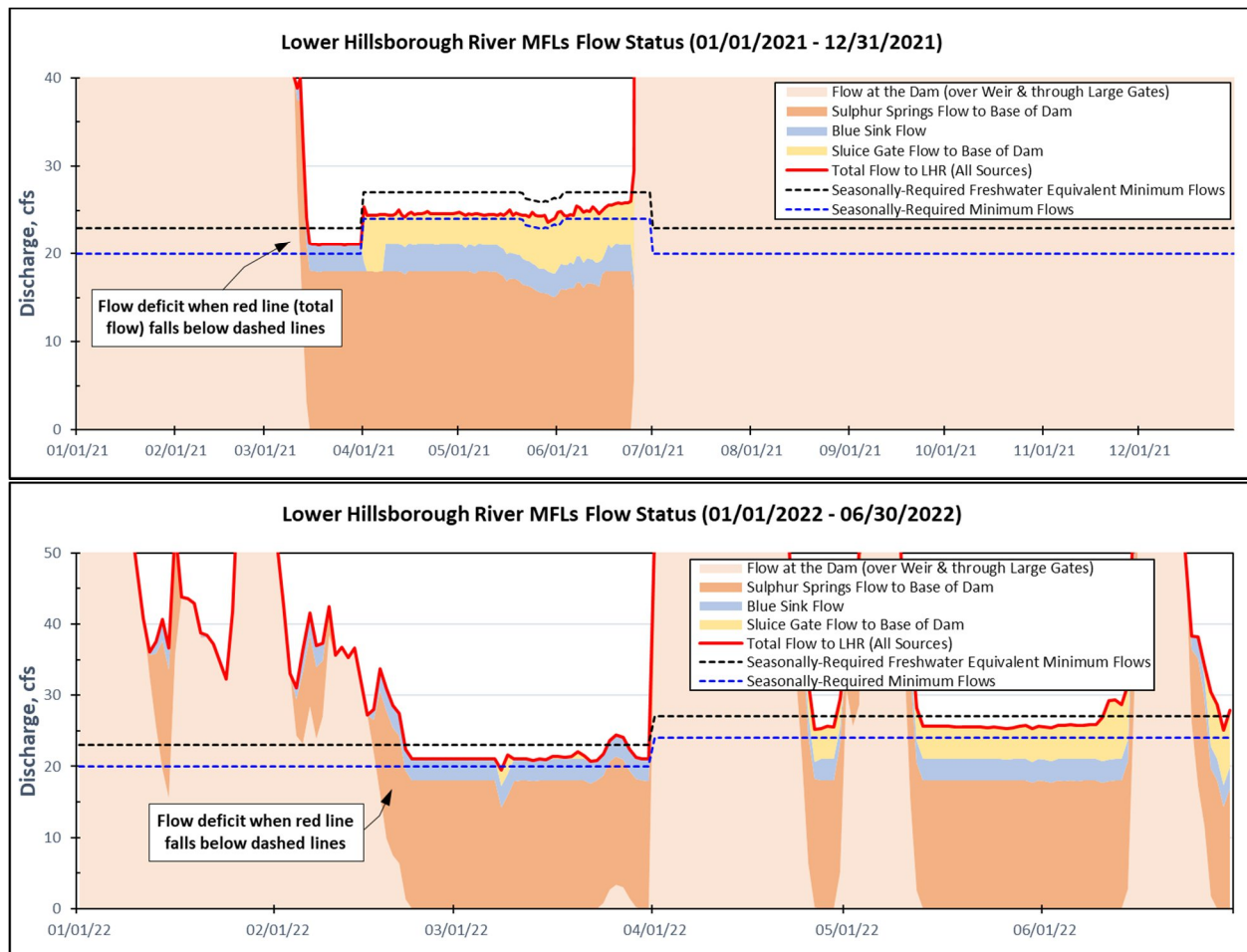
**Figure 2.** Near surface mean daily salinity in the Lower Hillsborough River at the U.S. Geological Survey Rowlett Park Drive near Tampa, FL gage for five periods: Period 1, no minimum flows implemented; Period 2, up to 10 cfs flow available to be supplied from Sulphur Springs; Period 3, up to 10 cfs from Sulphur Springs and 8 cfs available from the Tampa Bypass Canal (TBC); Period 4, up to 18 cfs Sulphur Springs flow and 8 cfs flow from the TBC; Period 5, up to 18 cfs Sulphur Springs flow, 8 cfs from the TBC, 3 cfs from Blue Sink.

Minimum flow implementation was required for 106 days in 2021. Minimum flow implementation for the year was first required beginning March 12, 2021, when flows over the dam fell below the seasonal minimum flow target of 20 cfs. The City of Tampa initiated minimum flow implementation by diverting water to the base of the dam from Sulphur Springs and Blue Sink, and later from the TBC. Natural flow over the dam met the seasonally adjusted minimum flow target of 24 cfs beginning June 26, 2021.

In 2021, water needed to meet the seasonal, freshwater equivalency flows of 23 cfs and 27 cfs to achieve the salinity goal associated with the minimum flows and based on use of brackish water from Sulphur Springs were not provided to the LHR (Figure 3, upper panel).

Minimum flow implementation was required for 95 days in the first half of 2022 (January 1, 2022 – June 30, 2022). During this period, minimum flow implementation was first required beginning January 14, 2022, when flows over the dam fell below the seasonal minimum flow target of 20

cfs. The City of Tampa initiated minimum flow implementation by diverting water to the base of the dam from Sulphur Springs and Blue Sink, and later from the TBC. Minimum flow implementation has been required sporadically since initiation in 2022, and is ongoing at the end of the period of record for this report (June 30, 2022). Figure 3, lower panel, indicates the seasonal minimum flow targets of 20 and 24 cfs that do not account for freshwater equivalency were achieved for 94 of the 95 day minimum flow implementation period. On the single day the flow target was not met, March 8, 2022, the deficit was 0.5 cfs. The seasonal freshwater equivalent targets of 23 and 27 cfs were achieved 25 days during the implementation period.



**Figure 3.** Minimum flows implementation for the Lower Hillsborough River in 2021 (upper panel) and from January 1, 2022, through June 30, 2022 (lower panel). Seasonally-required minimum flows are depicted as those that include (dashed black line) and do not include (dashed blue line) flows required to meet the freshwater equivalent. Minimum flows implementation was required when flow over the Hillsborough River Dam was insufficient to meet minimum flow requirements and included diversions to the base of the Hillsborough River Dam from Sulphur Springs and Blue Sink, and water that is released from the reservoir (sluice gate flow) after being diverted to the reservoir from the Tampa Bypass Canal. Note: information shown in the lower panel of this figure includes some provisional data.



The first and second five-year recovery strategy assessment reports provided to the Governing Board in March 2015 and May 2020, respectively, document improvements in salinity and other water quality and ecological conditions in the river below the dam that have resulted from minimum flows implementation, i.e., use of recovery source water when flow over the Hillsborough River Dam was insufficient to meet minimum flow requirements.

Per recommendations included in the second five-year recovery assessment report, the District initiated bi-annual (twice a year) biological sampling in the LHR, including sampling of zooplankton, nekton, and benthic macroinvertebrates. Based on input received during a series of stakeholder meetings facilitated by the District since 2020 to review the status of the LHR minimum flows and discuss planned and ongoing data collection and analyses efforts for the third five-year recovery strategy assessment in 2023, the frequency of the biological data collection has been adjusted to focus on the dry season. Four sampling events have been completed since May 2020.

Water quality data collection has continued in 2022. A monitoring station was installed in 2020 to collect continuous specific conductance, dissolved oxygen, pH, turbidity, temperature, and depth data upstream of the confluence of the Sulphur Springs Run and the LHR. This data will enhance the characterization and understanding of salinity conditions in the target zone associated with the LHR minimum flows, i.e., the area between the base of the dam and Sulphur Springs. The District is also collecting monthly vertical profile water quality data (pH, specific conductance, salinity, water temperature, and dissolved oxygen) at 16 sites within the LHR, and obtaining samples from one site for additional laboratory-based water quality analyses monthly during periods of minimum flow implementation.

Bathymetric data was collected in 2021 and will be used to improve the low salinity habitat hydrodynamic model for the river. Model construction began in 2022 and will improve low salinity habitat simulations in the LHR and provide information about low salinity habitats in the Sulphur Spring Run. In addition, District staff conducted periodic algal coverage monitoring in Sulphur Springs in 2021 and 2022. Additional monitoring data was also collected at Morris Bridge Sink in 2021 and 2022 to support the consumptive water use permit issued for potential use of the sink as a recovery source for the river.

In summary, all activities and projects proposed in the adopted LHR recovery strategy are either underway, completed, or have been deemed not viable. Important components of the strategy are currently in operation or available, including facilities or plans for the use of Sulphur Springs, Blue Sink, the TBC and Morris Bridge Sink as recovery flow sources, and results from recent years suggest that the desired goal of creating low-salinity habitat below the Hillsborough River Dam can be sustained through minimum flows implementation.

#### *References*

- Davis, P.R., Ross, M.A. and Motz, L.H. 2008. Draft peer review panel report - Tampa Pipeline Project. Prepared for the Southwest Florida Water Management District, Brooksville, Florida and the City of Tampa, Florida.
- MHW Americas, Inc. 2011. Memorandum to Brian Pickard, P.E./City of Tampa dated April 18, 2011. Subject: Lower Hillsborough recovery strategy status and minimum flow evaluation technical memorandum. Tampa, Florida.

Southwest Florida Water Management District. 2006. Lower Hillsborough River low flow study results and minimum flow recommendation, draft - August 31, 2006. Brooksville, Florida.

Southwest Florida Water Management District. 2008. Lower Hillsborough River MFLs recovery strategy - implementation. Included in the significant water resource and development projects routine report to the Resource Management Committee. Governing Board meeting agenda and meeting information, November 18, 2008. Brooksville, Florida.

Southwest Florida Water Management District. 2015. Lower Hillsborough River recovery strategy implementation - five-year assessment. Submit and file report to the Resource Management Committee. Governing Board meeting agenda and meeting information, March 31, 2015. Brooksville, Florida.

Southwest Florida Water Management District and Atkins, North America, Inc. 2015. A hydrobiological assessment of the phased implementation of minimum flows for the lower Hillsborough River. Brooksville, Florida.

Southwest Florida Water Management District and Water and Air Research, Inc. (WAR). 2020. A hydrobiological assessment of the Minimum Flows for the Lower Hillsborough River for the Second Five-Year Assessment Period - October 2012 to May 2018. Brooksville, Florida.

Weber, C. 2018. Technical memorandum to Eric DeHaven, P.G., Southwest Florida Water Management District, dated October 30, 2018. Subject: Summary report on the Investigation of Additional Water Supply Options (H400). City of Tampa Water Department. Tampa, Florida.

Staff Recommendation:

This item is for the Board's information only; no action is required.

Presenter: Danielle Rogers, PWS, PMP, Environmental Project Manager, Environmental Flows and Levels Section

**RESOURCE MANAGEMENT COMMITTEE****August 23, 2022****Submit & File: Information Item: Minimum Flows and Minimum Water Levels Priority List and Schedule Update***Purpose*

This submit and file report addresses the initial step for the statutorily required update of the District's priority list and schedule (priority list) for the establishment of minimum flows and minimum water levels (MFLs). Following review of public input on the updated draft priority list included in this report, and any necessary revisions, the priority list will be presented to the Governing Board in October 2022 for final review and approval prior to submittal to the Florida Department of Environmental Protection (DEP).

*Background/History*

Pursuant to Sections 373.036(7) and 373.042(3), Florida Statutes, the District is required to annually update and submit its minimum flows and minimum water levels priority list to the Florida DEP by November 15th, for approval, and include the approved priority list in the District's Consolidated Annual Report by March 1st.

Attached is a draft "2022 Southwest Florida Water Management District Priority List and Schedule for the Establishment of Minimum Flows, Minimum Water Levels and Reservations" that staff will preliminarily review with DEP and public stakeholders. As indicated in the draft priority list, the District has established 203 MFLs, including MFLs for 126 lakes, 34 wetlands, 24 river segments, 10 springs or spring groups, 7 Upper Floridan aquifer (UFA) wells in the Northern Tampa Bay Water Use Caution Area (NTBWUCA), the UFA in the Most Impacted Area of the Southern Water Use Caution Area (SWUCA) and in UFA at a site in the Dover/Plant City Water Use Caution Area.

In addition, 128 minimum flow or level reevaluations have been completed to confirm or support the revision or repeal of established minimum flows or minimum water levels. The District has also established 2 reservations; one for water from Morris Bridge Sink to support MFLs recovery for the lower Hillsborough River and another for water stored in Lake Hancock and released to Lower Saddle Creek to support MFLs recovery in the upper Peace River.

The draft priority list addresses all relevant statutory directives and guidance concerning minimum flow, minimum water level, and water reservation prioritization included in Rules 62- 40.473, and 62-40.474 within the State Water Resource Implementation Rule (Chapter 62-40, Florida administrative Code (F.A.C.), and in Rule 62.41.304 within the Regulation of the Consumptive Use of Water Rule (Chapter 62-41, F.A.C.) of the DEP that address the Central Florida Water Initiative (CFWI) Area. Formatting requirements for the priority list from the DEP Office of Water Policy are also addressed.

Prioritization of water bodies through 2025 addresses the three-year minimum requirement specified in the Water Resource Implementation Rule. The draft priority list also includes water bodies for which MFLs establishment is expected to be completed during the remainder of this year, i.e., in 2022.

Prioritized water bodies that may be affected by withdrawals occurring in other water management districts, i.e., are potentially subject to cross-boundary impacts, including those specifically associated with withdrawals from within the CFWI area, are identified to support coordination of

regulatory activities among the districts and DEP. Development of minimum flow or water levels by the DEP for any of these water bodies is not, however, currently considered necessary or appropriate.

#### Past Year Rule Adoption Updates

Since the last priority list update, rulemaking for MFLs was completed for two water bodies. This rulemaking addressed the establishment of MFLs for Lower Shell Creek, which was scheduled for 2021. The rulemaking also addressed the scheduled 2021 reevaluation of the Dover / Plant City Water Use Caution Area Minimum Aquifer Level, which did not result in revision of the MFL but did support modification of compliance rule language for the MFL and repeal of the associated MFL recovery strategy rule.

Twenty-nine lakes are identified for reevaluation in 2021 on the current priority list. Rulemaking for these lakes, which include four Hernando County lakes (Hunters, Lindsey, Mountain, Neff) 22 Hillsborough County lakes (Barbara, Bird, Brant, Crystal, Cypress, Dosson, Ellen, Fairy, Halfmoon Hanna, Helen, Hobbs, Jackson, Juanita, Merrywater, Saddleback, Sapphire, Strawberry, Sunset, Sunshine, Taylor, Wimauma), two Pasco County lakes (Clear, Hancock), and one Polk County lake (Parker) is coded as “completed” on the priority list. This rulemaking was completed during the final phase of development of the priority list, so the water bodies were retained on the priority list that was submitted to, and subsequently approved by the DEP in late 2021.

#### Scheduling for Priority Water Bodies

Twenty-two water bodies are scheduled for MFLs development or reevaluation, and one reservation is identified for reevaluation on the draft priority list.

Among these, 19 water bodies continue to be scheduled for MFLs development or reevaluation in accordance with the previous priority list. These water bodies include two Highlands County lakes (Tulane and Verona), one Polk County lake (North Wales) and two segments (upper and lower) of the Little Manatee River scheduled for 2022; three Polk County lakes (Aurora, Easy, Eva), Charlie Creek, and Horse Creek scheduled for 2023; and three Polk County lakes (Eagle, McLeod, Wailes), two Highlands County lakes (Jackson, Little Jackson), and four (the lower and three upper) segments of the Withlacoochee River scheduled for 2024.

Newly added to the priority list are the reevaluation of MFLs established for the three segments of the Upper Peace River and the reevaluation of the reservation established for Lake Hancock/Lower Saddle Creek. Reevaluation of the Upper Peace River MFLs is needed for development of MFLs that better address the full hydrologic regime of this regionally important river. Reevaluation of the Lake Hancock/Lower Saddle Creek reservation is necessary to address review requirements associated with established reservations provided in the Water Resource Implementation Rule and to support continued recovery of MFLs in the Upper Peace River.

The draft priority list does not include the reevaluation of the Saltwater Intrusion Minimum Aquifer Level for the Most Impacted Area of the Southern Water Use Caution Area and the development of MFLs for the lower segments of the Braden River and Manatee River, which were all previously scheduled for completion in 2023. These reevaluations were excluded from the draft priority list to address anticipated data needs and modeling.

#### Outreach and Follow-Up Activities

Staff presented the draft priority list to the Environmental Advisory Committee on July 12, 2022 and has scheduled presentation of the draft priority list to the Public Supply Advisory Committee on August 9, 2021. No specific changes to the draft priority list were provided during the Environmental Advisory Committee meeting. This recap was prepared prior to the Public Supply Advisory Committee meeting, so input that may have been provided by committee members is not noted here. Any comments provided during the Public Supply Advisory Committee meeting will be considered by staff for finalization of the priority list and as necessary, summarized in the meeting minutes and the committee liaison report to the Governing Board.

Following the August 2022 Governing Board meeting staff will post the draft priority list on the District web site. A public workshop will be facilitated by staff on August 24, 2022, to solicit additional stakeholder input on the priority list update process. Staff also anticipates co-facilitating a public workshop with South Florida Water Management District and St. Johns River Water Management District staff on September 1, 2022, for discussion of CFWI area water bodies included on each district's priority list and schedule.

Based on consideration of stakeholder input and any additional analyses, staff will amend the draft priority list, as necessary and return to the Governing Board in October to request approval of the priority list to be submitted to DEP by November 15, 2022. Upon approval by DEP, the priority list will be incorporated into the 2023 Consolidated Annual Report that will be presented to the Board for consideration and approval in January and February 2023.

#### Staff Recommendation:

This item is for the Board's information only, and no action is required.

#### Presenter:

Doug Leeper, MFLs Program Lead, Environmental Flows and Levels Section

# 2022 SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PRIORITY LIST AND SCHEDULE FOR THE ESTABLISHMENT OF MINIMUM FLOWS, MINIMUM WATER LEVELS AND RESERVATIONS

## Overview

Pursuant to Sections 373.036(7) and 373.042(3), Florida Statutes (F.S.), the Southwest Florida Water Management District is required to annually update its priority list and schedule for the establishment of minimum flows and minimum water levels, submit the updated list and schedule to the Florida Department of Environmental Protection (DEP) by November 15<sup>th</sup> for approval, and include the approved list and schedule in the District's Consolidated Annual Report by March 1<sup>st</sup>. Minimum flows and minimum water levels are rules adopted by the state water management districts or DEP that define the limit at which further withdrawals would be significantly harmful to the water resources or ecology of the area. In addition to prioritized minimum flows and minimum water levels, the priority list and schedule must include reservations proposed for establishment. Reservations are rules that reserve water from use by permit applications, as necessary for the protection of fish and wildlife or public health and safety.

The District prepared this 2022 priority list and schedule to address all relevant statutory directives, and guidance concerning minimum flow, minimum water level and water reservation prioritization included in Rules 62-40.473, and 62-40.474 within the State Water Resource Implementation Rule (Chapter 62-40, Florida Administrative Code (F.A.C.) and in Rule 62.41.304 within the Regulation of the Consumptive Use of Water Rule (Chapter 62-41, F.A.C.) of the DEP that address the Central Florida Water Initiative Area defined in Section 373.0465(2)(a), F.S.

## Established Minimum Flows, Minimum Water Levels and Reservations

As of FY2022, District rules include minimum flows or minimum water levels for 203 water bodies (Chapter 40D-8, F.A.C.) and reservations for 2 water bodies (Chapter 40D-2, F.A.C.). As listed below, minimum flows or water levels are established for 126 lakes, 34 wetlands, 24 freshwater and estuarine river segments, 10 springs or spring groups (including all first magnitude springs and all second magnitude springs within the District that occur within state or federal lands purchased for conservation purposes), 7 Upper Floridan aquifer (UFA) sites in the northern Tampa Bay area, an UFA site in the Dover/Plant City area, and the UFA in the Most Impacted Area of the Southern Water Use Caution Area. In addition, 128 minimum flow or level reevaluations have been completed to confirm or support the revision or repeal of established minimum flows or minimum water levels. As also listed below, reservations have been established for Lake Hancock/Lower Saddle Creek and Morris Bridge Sink to support minimum flow recovery in 2 rivers.

## Water Bodies with Adopted and Effective Minimum Flow and Minimum Water Level Rules, Including Those That Have Been Reevaluated

- Alafia River (upper segment)
- Alafia River (lower segment)/Lithia-Buckhorn Spring Group
- Anclote River (lower segment)
- Anclote River (upper segment)
- Braden River (upper segment)

- Chassahowitzka River/Chassahowitzka Spring Group (an Outstanding Florida Spring) and Blind Spring (reevaluated)
- Citrus County Lakes – Ft. Cooper, Tsala Apopka – Floral City, Inverness, and Hernando Pools
- Crystal River/Kings Bay Spring Group (an Outstanding Florida Spring)
- Crystal Springs
- Dona Bay/Shakett Creek System
- Dover/Plant City Water Use Caution Area Minimum Aquifer Level
- Gum Slough Spring Run
- Hernando County Lakes – Hunters (reevaluated), Lindsey (reevaluated), Mountain (reevaluated), Neff (reevaluated), Spring, Tooke, Weekiwachee Prairie, Whitehurst
- Highland County Lakes – Angelo, Anoka, Damon, Denton, Jackson (reevaluated), Little Lake Jackson (reevaluated), June-in-Winter, Letta (reevaluated), Lotela (reevaluated), Placid, Tulane, Verona
- Hillsborough County Lakes – Alice (reevaluated), Allen (reevaluated twice), Barbara (reevaluated), Bird (reevaluated twice), Brant (reevaluated twice), Calm (reevaluated), Carroll, Charles (reevaluated), Church (reevaluated), Crenshaw, Crescent, Crystal (reevaluated twice), Cypress (reevaluated), Dan (reevaluated), Deer (reevaluated), Dosson (reevaluated twice), Echo (reevaluated), Ellen (reevaluated), Fairy [Maurine] (reevaluated), Garden, Halfmoon (reevaluated), Hanna (reevaluated), Harvey (reevaluated twice), Helen (reevaluated), Hobbs (reevaluated twice), Hooker, Horse (reevaluated), Jackson (reevaluated), Juanita (reevaluated twice), Keene, Kell, Little Moon (reevaluated), Merrywater (reevaluated twice), Mound, Platt, Pretty, Rainbow (reevaluated), Raleigh, Reinheimer, Rogers, Round (reevaluated), Saddleback (reevaluated twice), Sapphire (reevaluated twice), Starvation, Stemper (reevaluated), Strawberry (reevaluated), Sunset (reevaluated twice), Sunshine (reevaluated twice), Taylor (reevaluated), Virginia (reevaluated twice), Wimauma (reevaluated)
- Hillsborough County Wetlands – Cypress Bridge 32 (reevaluated), Cone Ranch 1 (reevaluated), Cone Ranch 2 (reevaluated), Cone Ranch 3 (reevaluated), Cone Ranch 4 (reevaluated), Cone Ranch 5 (reevaluated), Cone Ranch 6 (reevaluated), Eldridge Wilde 11 (NW-44) (reevaluated), Morris Bridge Clay Gully Cypress (MBR-88) (reevaluated), Morris Bridge Entry Dome (MBR-35) (reevaluated), Morris Bridge Unnamed (MBR-16) (reevaluated), Morris Bridge X-4 (MBR-89) (reevaluated)
- Hillsborough River (lower segment) (reevaluated)
- Hillsborough River (upper segment)
- Homosassa River/Homosassa Spring Group (an Outstanding Florida Spring) (reevaluated)
- Levy County Lake – Marion (reevaluated)
- Marion County Lakes – Bonable, Little Bonable, Tiger
- Myakka River (lower segment)
- Myakka River (upper segment)
- Northern Tampa Bay – 7 Wells – Upper Floridan aquifer/Saltwater Intrusion
- Pasco County Lakes – Bell, Big Fish (reevaluated), Bird, Buddy (reevaluated), Camp (reevaluated), Clear (reevaluated), Crews, Green, Hancock (reevaluated), Iola, Jessamine, King, King [East], Linda, Middle, Moon (reevaluated), Padgett (reevaluated), Parker aka Ann, Pasadena (reevaluated), Pierce (reevaluated), Unnamed #22 aka Loyce
- Pasco County Wetlands – Cross Bar Q-1 (reevaluated), Cross Bar T-3 (reevaluated), Cypress Bridge 4 (reevaluated), Cypress Bridge 16 (reevaluated), Cypress Bridge 25 (reevaluated), Cypress Creek W-56 (G) (reevaluated), Cypress Creek W-11 (reevaluated), Cypress Creek W-12 (reevaluated), Cypress Creek W-17 (reevaluated), North Pasco 3 (reevaluated), North Pasco 21 (reevaluated), South Pasco 2 (NW-49) (reevaluated), South Pasco 6 (NW-50) (reevaluated), South Pasco South Cypress (reevaluated), Starkey Central (reevaluated), Starkey Eastern (S-73) (reevaluated), Starkey M (S-69) (reevaluated), Starkey N (reevaluated), Starkey S-75 (reevaluated), Starkey S-99, Starkey Z (reevaluated)
- Peace River (lower segment) (reevaluated twice)
- Peace River (middle segment)
- Peace River (three upper segments – "low" minimum flows)
- Pinellas County Wetland – Eldridge Wilde 5
- Pithlachascotee River (lower segment)
- Pithlachascotee River (upper segment)



- Polk County Lakes – Annie, Aurora, Bonnie, Clinch (reevaluated), Crooked (reevaluated), Crystal, Dinner, Eagle (reevaluated), Easy, Eva, Hancock, Lee, Lowery, Mabel, McLeod (reevaluated), North Lake Wales, Parker (reevaluated), Starr (reevaluated), Venus, Wailes (reevaluated)
- Rainbow River/Rainbow Spring Group (OFS)
- Shell Creek (lower segment)
- Sulphur Springs
- Sumter County Lakes – Big Gant, Black, Deaton, Miona, Okahumpka, Panasoffkee
- Southern Water Use Caution Area – Upper Floridan aquifer Tampa Bypass Canal
- Weeki Wachee River/Weeki Wachee Spring Group (an Outstanding Florida Spring)

## Water Bodies with Adopted and Effective Reservation Rules

- Lake Hancock/Lower Saddle Creek (water reserved to contribute to achieving minimum flows adopted for the three upper segments of the Peace River for the protection of fish and wildlife)
- Morris Bridge Sink (water reserved to contribute to achieving or maintaining minimum flows adopted for the lower segment of the Hillsborough River for the protection of fish and wildlife)

## Prioritized Water Bodies for Establishment or Reevaluation of Minimum Flows and Minimum Water Levels

Minimum flows and minimum water levels proposed for establishment or reevaluation through 2025 are listed by water body name in tabular form below. No reservations are prioritized for establishment or reevaluation during this period.

System name is provided for each water body to distinguish waterbodies that may be part of a larger system. All currently prioritized waterbodies are, however, sufficiently distinct so the waterbody name and system name are the same. Water body type, i.e., lake, river, river-estuary or aquifer, is provided along with location information. District intent regarding completion of voluntary, independent, scientific peer review is also identified for each water body. Voluntary scientific peer review is proposed for minimum flows development or reevaluation for all prioritized river segments based on the expected level of complexity of the minimum level and flows, and the anticipated degree of public concern regarding their development. None of the prioritized lake minimum levels are expected to be subjected to voluntary scientific peer review, based on anticipated use of previously peer-reviewed methodologies for their development.

Prioritized water bodies that may be affected by withdrawals occurring in other water management districts, i.e., are potentially subject to cross-boundary impacts, including those specifically associated with withdrawals from within the Central Florida Water Initiative area, are identified to support coordination of regulatory activities among the districts and DEP. Development of minimum flow or water levels by the DEP for any of these water bodies is not, however, currently considered necessary or appropriate.

The status of rulemaking for each prioritized water body is also provided.

### Minimum Flows and Minimum Water Levels to be Adopted in 2022.

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name <sup>a</sup>	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD? <sup>b</sup>	Latitude	Longitude	Rulemaking Status <sup>c</sup>
Reevaluation	North Lake Wales	North Lake Wales	Lake	Polk	No	Yes <sup>d</sup>	27.9096	-81.5805	N/A
Reevaluation	Tulane, Lake	Tulane, Lake	Lake	Highlands	No	Yes <sup>d</sup>	27.5860	-81.5036	N/A
Reevaluation	Verona, Lake	Verona, Lake	Lake	Highlands	No	Yes <sup>d</sup>	27.5978	-81.4969	N/A
New	Little Manatee River (lower segment)	Little Manatee River (lower segment)	River-Estuary	Hillsborough	Yes	No	27.6708	-82.3528	N/A
New	Little Manatee River (upper segment)	Little Manatee River (upper segment)	River	Hillsborough, Manatee	Yes	No	27.6708	-82.3528	N/A

### Minimum Flows and Minimum Water Levels to be Adopted in 2023.

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name <sup>a</sup>	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD? <sup>b</sup>	Latitude	Longitude	Rulemaking Status <sup>c</sup>
Reevaluation	Aurora, Lake	Aurora, Lake	Lake	Polk	No	Yes <sup>d</sup>	27.879079	-81.465545	N/A
Reevaluation	Easy, Lake	Lake Easy, Lake	Lake	Polk	No	Yes <sup>d</sup>	27.858101	-81.56204	N/A
Reevaluation	Eva, Lake	Eva, Lake	Lake	Polk	No	Yes <sup>d</sup>	28.095218	-81.62806	N/A
New	Charlie Creek	Charlie Creek	River	Hardee, Polk	Yes	No	27.3747	-81.7967	N/A
New	Horse Creek	Horse Creek	River	Hardee, DeSoto	Yes	No	27.1992	-81.9886	N/A

## Minimum Flows and Minimum Water Levels to be Adopted in 2024.

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name <sup>a</sup>	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD? <sup>b</sup>	Latitude	Longitude	Rulemaking Status <sup>c</sup>
Reevaluation (second)	Eagle Lake	Eagle Lake	Lake	Polk	No	No	27.986734	-81.766533	N/A
Reevaluation (second)	McLeod, Lake	McLeod, Lake	Lake	Polk	No	No	27.967464	-81.752949	N/A
Reevaluation (second)	Jackson, Lake (Highlands)	Jackson, Lake (Highlands)	Lake	Highlands	No	Yes	27.491027	-81.462497	N/A
Reevaluation (second)	Little Jackson	Little Lake Jackson	Lake	Highlands	No	Yes	27.467746	-81.463525	N/A
Reevaluation (second)	Wailes, Lake	Wailes, Lake	Lake	Polk	No	Yes <sup>d</sup>	27.901501	-81.572589	N/A
New	Withlacoochee River (lower segment)	Withlacoochee River (lower segment)	River-Estuary	Citrus, Levy	Yes	Yes	29.0208	-82.6381	N/A
New	Withlacoochee River (upper segment, U.S. Geological Survey Holder gage to U.S. Geological Survey Wysong gage)	Withlacoochee River (upper segment, U.S. Geological Survey Holder gage to U.S. Geological Survey Wysong gage)	River	Citrus, Marion, Sumter	Yes	Yes	28.9886	-82.3497	N/A
New	Withlacoochee River (upper segment, U.S. Geological Survey Wysong gage to U.S. Geological Survey Croom gage)	Withlacoochee River (upper segment, U.S. Geological Survey Wysong gage to U.S. Geological Survey Croom gage)	River	Citrus, Sumter, Hernando	Yes	No	28.8231	-82.1833	N/A
New	Withlacoochee River (upper segment, upstream of U.S. Geological Survey Croom gage)	Withlacoochee River (upper segment, upstream of U.S. Geological Survey Croom gage)	River	Hernando, Sumter, Pasco, Lake, Polk	Yes	No	28.5925	-82.2222	N/A

## Minimum Flows and Minimum Water Levels to be Adopted in 2025.

New or Re-Evaluation	Waterbody Name or Compliance Point	System Name <sup>a</sup>	Waterbody Type	County(s)	Voluntary Peer Review to be Completed?	Cross-Boundary Impacts from Adjacent WMD? <sup>b</sup>	Latitude	Longitude	Rulemaking Status <sup>c</sup>
Reevaluation (first)	Peace River (upper segment, U.S. Geological Survey Zolfo Springs gage to U.S. Geological Survey Ft. Meade gage)	Peace River (upper segment, U.S. Geological Survey Zolfo Springs gage to U.S. Geological Survey Ft. Meade gage)	River	Hardee, Polk	Yes	No	27.5042	-81.8011	N/A
Reevaluation (first)	Peace River (upper segment, U.S. Geological Survey Ft. Meade gage to U.S. Geological Survey Bartow gage)	Peace River (upper segment, U.S. Geological Survey Ft. Meade gage to U.S. Geological Survey Bartow gage)	River	Polk	Yes	No	27.7511	-81.7822	N/A
Reevaluation (first)	Peace River (upper segment, upstream of U.S. Geological Survey Bartow gage)	Peace River (upper segment, upstream of U.S. Geological Survey Bartow gage)	River	Polk	Yes	No	27.9019	-81.8175	N/A

## Reservations Priority List.

Waterbody Name	Waterbody Type	County(s)	Proposed Year	Rulemaking Status <sup>c</sup>
Hancock, Lake/Lower Saddle Creek (reevaluation)	Lake, River	Polk	2025	NA

<sup>a</sup> System name identifies larger system that the water body is associated with for minimum flows rule development; otherwise, system name is same as waterbody name or compliance point.

<sup>b</sup> WMD = Water Management District

<sup>c</sup> Last rulemaking action taken: Notice of Rule Development published; Notice of Proposed Rule published; Rule challenge pending; Rule adopted, Ratification not required; Rule adopted, Awaiting ratification; Rule adopted, Ratified. N/A indicates formal rulemaking has not been initiated.

<sup>d</sup> Potential cross-boundary withdrawal impacts from adjacent water management district associated with the Central Florida Water Initiative area.

**Governing Board Meeting**  
**August 23, 2022**

**5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**

5.1	<b>Discussion:</b> Information Item: Consent Item(s) Moved to Discussion .....	157
5.2	<b>Discussion:</b> Information Item: Overview of Land Management Plan Updates .....	158
5.3	<b>Discussion:</b> Information Item: Hydrologic Conditions Report .....	161

**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**

**August 23, 2022**

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

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Brian S. Starford, P.G., Division Director, Operations, Lands and Resource Monitoring

**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE****August 23, 2022****Discussion: Information Item: Overview of Land Management Plan Updates***Purpose*

To provide an overview of the process utilized by the Land Resources Bureau's Land Management Section to update the District's Land Management Plans (Plans). The discussion will include the standards and process used to update Plans, Plan template that is being used for Plan updates, status update on the timeline for updating all Plans the District is responsible for, and showcase staff efforts and coordination across multiple District bureaus to update the Plans.

*Background/History*

The District has a Governing Board Policy (Policy) titled Land Use and Management that directs that lands acquired for, or designated for, conservation purposes have management plans that link the uses and management strategies to the protection of key water resources and natural systems attributes for which they were acquired, when they are of a sufficient size to make such a plan practical. Additionally, the District has an Executive Director Procedure titled Land Use and Management Planning (Procedure) that supports the Policy and also directs that lands acquired for, or designated for, conservation purposes have a comprehensive management strategy set forth when it is practical and necessary. Accordingly, the District is responsible for seventeen (17) Land Management Plans for conservation lands it owns. The Policy and the Procedure direct that Plans developed pursuant to the Policy and Procedure be reviewed at a minimum every ten (10) years, at which time the Land Resources Bureau will recommend whether to retain or revise the existing Plan.

This year, the Land Management Section completed updates of five (5) Land Management Plans: Deep Creek Preserve, Edward Chance Reserve, Chito Branch Reserve, Southfork Tract - Upper Little Manatee River, and Potts Preserve. These plans were provided to the Governing Board members under separate cover prior to the August Governing Board meeting and will be brought back to the Governing Board for consideration and approval on the September Governing Board meeting consent agenda. Public comments were solicited via a public workshop held on July 26, 2022, as well as online via the District's website for a two (2) week period. Comments received were addressed and incorporated where appropriate. Some comments were already addressed by the Plan or were not applicable to these Plans. A summary of the public comments received for these Land Management Plans is attached as Exhibit A.

*Staff Recommendation:*

This item is for the Board's information only, and no action is required.

*Presenter:*

Chris Reed, Land Management Section Manager, Land Resources



**Public Comment Overview**  
**2022 Land Management Plan Updates**  
**Land Resources Bureau**

**Virtual Public Meeting:**

The Land Resources Bureau held a public meeting on July 26, 2022 to provide an opportunity for public comment and stakeholder input in the development of the Draft Land Management Plan Updates for FY2022. The meeting was advertised on social media and published in a press release on July 12<sup>th</sup>. This meeting was conducted via TEAMS at 6:00 p.m. and was approximately 30 minutes with seven members from the public in attendance. Additionally, all five draft land management plans were posted on the District's website for written comments through an online submission form which was available from July 19-29.

The meeting contained an introduction to District conservation lands, an overview of each of the properties receiving a plan update, and a summary of the land management activities that occur on District lands. There was an open comment period available for attendees after the presentations.

**FY2022 Land Management Plan Updates:**

- Chito Branch Reserve
- Deep Creek Preserve
- Edward Chance Reserve
- Little Manatee River- Southfork Tract
- Potts Preserve

**Public Comment Summary:**

Public comments were received through the online submission form, direct communications in the public meeting, and emails received by District staff. The comments are summarized below by property and overall comments regarding all plans.

***Chito Branch Reserve:***

- Chris Shea, July 26, 2022- Reference in the plan to one of the Tampa Bay Water wellfields was labeled incorrectly and should have been the South-Central Wellfield.

***Deep Creek Preserve:***

- No comments

***Edward Chance Reserve***

- Bill Lewis, July 23, 2022 - Commented that there were two species of oaks that were not included on the plant list. Added that all recreation uses should be limited to those that are currently in place until the next 10-year plan is implemented due to ongoing habitat and wildlife restoration.

***Little Manatee River- Southfork Tract:***

- Bill Lewis, July 23, 2022 - Provided comment that the plan update is a valuable and clear plan for preserving the habitats and ecology of the property. Suggested using FNAI for habitat descriptions and fire return intervals. Indicated that there needs to be stronger emphasis on cooperative management with DEP since they manage the adjacent Southfork State Park. Added that stronger language needs to be included in the plan to limit recreation to existing uses until habitat and species restoration goals are met. Suggested limiting public access to pedestrian traffic only.

***Potts Preserve:***

- Wes Calhoun, July 20, 2022 - Provided comment that the Florida Trail Association not only participated in the development of the hiking trail on the property, but that they continue to maintain this section of trail with members of the Suncoast chapter.

***General Comments:***

- Bill Lewis, July 24, 2022 - Recommended using standard templates for habitat types and plant lists across all plans. Also suggested that plant list include common name and scientific names in alphabetical order. Suggested including the burn frequency table in all plans.
- Mike Edwards, July 26, 2022 - Representing the Florida Forest Service, Mike provided several comments outlined below:
  - All the plans should contain FNAI natural community descriptions with goals and objectives for each community with both short and long-term goals.
  - Prescribed fire plan needs to be included and should include the Florida Natural Areas Inventory (FNAI) recommended fire return interval and the total burn acreages planned needs to be represented.
  - Plans should include monitoring, prevention, and treatment of invasive plants and animals, as well as a pest plan for mosquito control.
  - Plans should include how to survey, monitor, and protect archeological sites with staff trained in archeological resources.
  - Plans should include process to survey, monitor, and protect threatened and listed species along with their associated restoration plans.
  - Restore and maintain hydrologic function and use low water crossings.
  - Include forest management plans for harvest, reforestation, and timber stand improvement. Follow Florida's Silvicultural BMPs.
  - Have a boundary survey, install and maintain fences and gates, and have adequate signage. Include law enforcement coordination.
  - Discuss optimal boundary and include surplus lands identified.
  - Consider public access including carrying capacity, facilities, roads, trails, and other public use.
  - Address concerns from adjacent properties.
  - Include a discussion on climate change and adaptive management.

## OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

August 23, 2022

Discussion: Information Item: Hydrologic Conditions Report

- July historically marks the second month of the four-month wet season (June through September). Monthly rainfall was below average, scattered, regionally variable, and from convective (afternoon/evening) rain showers.
- **Rainfall:** Provisional rainfall totals (as of July 31) were within the normal range in the northern and central counties, while below normal in the southern counties. The Districtwide 12-month cumulative rainfall total declined, ending the month at a deficit of approximately 4.69 inches below the historical total.
- **Streamflow:** Streamflow increased at eleven of the twelve monitoring stations, compared to last month. Two stations reported above-normal flow conditions, four reported normal flow, while six reported below-normal flow. Regional streamflow, based on three index rivers, was within the normal range in the northern and southern regions, while it was below normal in the central region.
- **Groundwater:** Regional aquifer level percentiles decreased in all three regions of the District, compared to last month. Aquifer levels ended the month within the normal range in all three regions.
- **Lake Levels:** Regional lake levels improved in the Northern, Tampa Bay and Lake Wales Ridge regions, while remaining unchanged in the Polk Uplands region. Lake levels ended the month in the normal range in the Tampa Bay and Polk Uplands regions, while below normal in the Northern and Lake Wales Ridge regions.
- **Overall:** July rainfall totals were lower-than-expected and 1.21 inches below the Districtwide long-term monthly average of 8.24 inches. Regional hydrologic indicators in some areas declined during the month, while most continued to remain within their normal ranges, except as noted. NOAA is forecasting above-normal rainfall through October 2022, while continuing to forecast the 2022 Hurricane Season for above-normal tropical storm activity, predicting 14 to 21 named storms, 6 to 10 hurricanes and 3 to 6 major hurricanes

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

## August 23, 2022

### 6. REGULATION COMMITTEE

- 6.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion.....162
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board .....163

**REGULATION COMMITTEE**

**August 23, 2022**

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

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Michelle Hopkins, P.E., Division Director, Regulation

**REGULATION COMMITTEE**

**August 23, 2022**

**Discussion: Action Item: Denials Referred to the Governing Board**

District Rule 40D-1.6051, Florida Administrative Code, provides that if District staff intends to deny a permit application, the applicant will be advised of the opportunity to request referral to the Governing Board for final action. Under these circumstances, if an applicant or petitioner requests their application or petition be referred to the Governing Board for final action, that application or petition will appear under this agenda item for consideration. As these items will be presented at the request of an outside party, specific information may not be available until just prior to the Governing Board meeting.

**Staff Recommendation:**

If any denials are requested to be referred to the Governing Board, these will be presented at the meeting.

**Presenter:**

Michelle Hopkins, P.E., Division Director, Regulation

# Governing Board Meeting

## August 23, 2022

### 7. GENERAL COUNSEL'S REPORT

- 7.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion ..... 164
- 7.2 **Discussion:** Information Item: Knowledge Management: Governing Board Policy  
Update – Legal Counsel Roles, Responsibilities, and Reporting Authority ..... 165



**GENERAL COUNSEL'S REPORT**

**August 23, 2022**

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

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Chris Tumminia, General Counsel

## GENERAL COUNSEL'S REPORT

August 23, 2022

### Discussion: Information Item: Knowledge Management: Governing Board Policy Update – Legal Counsel Roles, Responsibilities, and Reporting Authority

The Office of General Counsel is responsible for periodically reviewing the Governing Board's policies concerning legal matters. The existing Governing Board policy, entitled "Legal Counsel Roles, Responsibilities, and Reporting Authority" (Policy), sets forth the roles of the District's in-house counsel, outside counsel, and the Governing Board's counsel. The purpose of this agenda item is to provide an overview of the proposed updates to the Policy in order to explain the provisions of Section 373.079(5) of the Florida Statutes.

Generally, the Policy explains the role of the District's Office of General Counsel and specifically the General Counsel's responsibilities to the Executive Director and the Governing Board. Additionally, the Policy explains circumstances in which the outside legal counsel may represent the District and when independent counsel may be retained by the Governing Board.

In addition to minor formatting changes, District staff recommend revisions to the policy to clarify and further explain advisory obligations and conflicts of interest in representation of the District and the Governing Board. The proposed revised language is shown in the attached exhibit. The revised Policy will be brought back to the Governing Board for consideration and approval on the consent agenda for the September 2022 Governing Board meeting.

#### Staff Recommendation:

This item is for the Board's information only, and no action is required.

#### Presenter:

Elizabeth Fernandez, Deputy General Counsel, Office of General Counsel

# DRAFT

## GOVERNING BOARD POLICY

Southwest Florida Water Management District

**Title:** ~~Legal~~—Legal Counsel Roles, Responsibilities, and Reporting Authority

**Document** Office of General Counsel

**Owner:**

**Approved By:** Board Chair

**Effective Date:** ~~09/24/2013~~MM/DD/YYYY

**Supersedes:** ~~11/30/2006~~09/24/2013

### CONTENTS

PURPOSE .....	1
SCOPE .....	1
AUTHORITY .....	1
POLICY .....	<del>21</del>
DISTRIBUTION.....	<del>32</del>
REFERENCES .....	<del>32</del>
REVIEW PERIOD .....	<del>32</del>
DOCUMENT DETAILS .....	<del>43</del>
APPROVAL .....	<del>43</del>

### PURPOSE

~~Section 373.079(5), Florida Statutes, provides:~~

~~—"The executive director may employ a legal staff for the purpose of:~~

~~—(a) Providing legal counsel to the executive director and district staff on matters relating to the day-to-day operations of the District;~~

~~—(b) Representing the district in all proceedings of an administrative or judicial nature; and~~

~~—(c) Otherwise assisting in the administration of the provisions of this chapter.~~

~~Attorneys employed by the governing board must represent the legal interest or position of the governing board." In order to carry out the provisions of this statute, the Executive Director employs a full-time legal staff, headed by the General Counsel, as well as certain outside legal counsel on an as needed contractual basis. Additionally, the Governing Board may elect to employ an independent Governing Board Counsel to represent its legal interests. The purpose of this Policy is to clarify the method in which legal services will be performed and the roles of the General Counsel, staff counsel, outside counsel and Governing Board Counsel. The purpose of this Governing Board Policy ("Policy") is to outline the duties and responsibilities of District legal counsel and establish reporting authority for certain legal matters.~~

### SCOPE

This Policy applies to all District officers and employees.

### AUTHORITY

Sections 373.079, Florida Statutes

## GOVERNING BOARD POLICY

Title: ~~Legal~~—Legal Counsel Roles, Responsibilities, and Reporting Authority

Effective Date: MM/DD/YYYY

Page 2 of 4

### POLICY

#### A. ~~Roles of the General Counsel, Outside Counsel and Governing Board Counsel~~Legal Counsel Roles and Responsibilities

1. ~~The Executive Director is authorized by section 373.079(5), Florida Statutes, to employ~~  
~~The Office of General Counsel shall provide a legal staff for the purpose of providing counsel to~~  
the Executive Director and District staff on matters relating to the day-to-day operations of the District; ~~represent~~ representing the District in all proceedings of an administrative or judicial nature; and otherwise ~~assist~~ assisting in the administration of the provisions of Chapter 373.079(5), Florida Statutes. The Executive Director shall select a General Counsel and prepare the General Counsel's annual performance evaluation.

2. ~~The General Counsel shall be selected by the Executive Director and shall report to the Executive Director as an authorized constituent of the District. The Executive Director shall prepare the General Counsel's annual Performance Appraisal. The General Counsel shall represent the legal interests and positions of the District. The General Counsel shall also represent the legal interests and positions of the Governing Board, unless doing so would present a conflict of interest according to the Rules Regulating the Florida Bar or the Governing Board selects independent Governing Board Counsel pursuant to this Policy.~~

3. ~~Outside Counsel may be retained~~The General Counsel may retain outside legal services, in accordance with Board Policy 160-1, Legal - District Legal Services,. Outside legal services may also be provided through a third-party insurance carrier for certain matters that fall outside the ordinary scope of the services provided by the Office of General Counsel. through and under the legal oversight of the Office of General Counsel when determined by the General Counsel to be necessary in the representation of any matter authorized by Section 373.079(5), Florida Statutes. The General Counsel is responsible for directing and overseeing all outside legal counsel who provide services to the District.

4. The Governing Board may retain ~~an~~ independent Governing Board Counsel to provide legal representation, ~~on an as-needed basis,~~ to the Governing Board. The ~~Office of~~ General Counsel shall foster a good working relationship with Governing Board Counsel and assist Governing Board Counsel to the fullest extent possible, unless ~~to do so~~ so would present a conflict of interest pursuant according to the Rules Regulating the Florida Bar. The General Counsel shall orally notify both the Executive Director and the Governing Board Chair when, in his or her opinion, it would be in the Governing Board's best interest to ~~have~~ select independent the Governing Board Counsel ~~provide a legal opinion on an issue~~. In addition, ~~the~~ Governing Board Counsel shall provide legal counsel ~~and advice~~ to Governing Board members, upon their requests, on matters relating to their service as Governing Board members. ~~The~~ Governing Board Counsel shall ~~provide~~ submit a report to the Governing Board at the subsequent Governing Board meeting listing a brief description of any requests for legal counsel made by individual Governing Board members.

#### B. ~~Delegation of Powers, Duties and Functions~~Reporting Authority

## GOVERNING BOARD POLICY

Title: ~~Legal~~—Legal Counsel Roles, Responsibilities, and Reporting Authority

Effective Date: MM/DD/YYYY

Page 3 of 4

1. The General Counsel shall ~~consult with and advise~~report to the Executive Director ~~on with respect to~~ any legal ~~issues or legal action relating to any~~ matter about which the Governing Board has delegated its authority under Chapter 373, Florida Statutes to the Executive Director, ~~and the initiation or settlement of any related legal action must be approved pursuant to Board Policy 160-1, Legal – District Legal Services and Board Policy 160-3, Legal – Proposals for Settlement in Civil Cases.~~ These delegated ~~functions matters~~ include, but are not limited to, all personnel matters, settlement of certain legal matters, ~~the~~ approval of certain ~~environment resource permit and water use permit~~ consent orders, and certain contractual and financial matters.

2. The General Counsel, in coordination with the Executive Director, shall ~~apprise~~report to the Governing Board ~~of any legal issues relating to with respect to~~ any legal matter about which the Governing Board has retained its authority under Chapter 373, Florida Statutes ~~to the Executive Director, and the initiation or settlement of any related legal action must be approved pursuant to Board Policy 160-1, Legal – District Legal Services and Board Policy 160-3, Legal – Proposals for Settlement in Civil Cases.~~ These retained functions include, but are not limited to, land acquisition matters, ~~the~~ settlement of certain larger civil cases, ~~the~~ consideration of Recommended Orders in formal administrative proceedings, and all other matters ~~the authority of which has been retained~~not specifically delegated by the Governing Board.

23. The General Counsel retains the authority for certain administrative hearing matters pursuant to Board Policy ~~160-4, Office of General Counsel~~Legal – Delegation of Authority to General Counsel for Certain Administrative Hearing Matters.

### DISTRIBUTION

This document will be stored in the Governing Document Repository.

### REFERENCES

Board Policy, Legal – District Legal Services

Board Policy ~~160-3~~, Legal – Proposals for Settlement in Civil Cases

Board ~~Policy 160-4~~, ~~Legal – Delegation of Authority to General Counsel for Certain Administrative Hearing Matters~~

Board Policy ~~160-6~~, Legal - Delegation of Authority to Executive Director for Approval of Certain Consent Orders

Board Policy ~~160-7~~, Legal - Delegation of Authority to Executive Director for Approval of Certain Consent Orders Involving Water Use Permits

Board Policy, ~~610-1~~ Lang Land Acquisition

~~Office of the Executive Director Procedure 11-8~~Executive Director Procedure, Signature Authority

### REVIEW PERIOD

This Governing Document will be reviewed every two years.

## GOVERNING BOARD POLICY

Title: ~~Legal~~—Legal Counsel Roles, Responsibilities, and Reporting Authority

Effective Date: MM/DD/YYYY

Page 4 of 4

### DOCUMENT DETAILS

Document Name	Legal – Legal Counsel Roles, Responsibilities, and Reporting Authority
Formerly Known As	N/A
Document Type	Policy
Author(s)	General Counsel
Reviewing Stakeholder(s)	Office of General Counsel, Governing Board
Document Owner Name	Chris Tumminia
Document Owner Title	General Counsel
Review Period (in days)	730
Span of Control	Governing Board
Supersedes Date	09/24/2013
Effective Date	07/26/2022MM/DD/YYYY

### APPROVAL

Joel A. Schleicher  
Chair

\_\_\_\_\_  
Date

# DRAFT

## GOVERNING BOARD POLICY

Southwest Florida Water Management District

### Title: Legal Counsel Roles, Responsibilities, and Reporting Authority

Document Owner: Office of General Counsel

Approved By: Board Chair

Effective Date:

MM/DD/YYYY

Supersedes:

09/24/2013

## CONTENTS

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

## PURPOSE

The purpose of this Governing Board Policy ("Policy") is to outline the duties and responsibilities of District legal counsel and establish reporting authority for certain legal matters.

## SCOPE

This Policy applies to all District officers and employees.

## AUTHORITY

Sections 373.079, Florida Statutes

## POLICY

### Legal Counsel Roles and Responsibilities

1. The Executive Director is authorized by section 373.079(5), Florida Statutes, to employ a legal staff for the purpose of providing counsel to the Executive Director and District staff on matters relating to the day-to-day operations of the District; representing the District in all proceedings of an administrative or judicial nature; and otherwise assisting in the administration of the provisions of Chapter 373, Florida Statutes. The Executive Director shall select a General Counsel and prepare the General Counsel's annual performance evaluation.

2. The General Counsel shall represent the legal interests and positions of the District. The General Counsel shall also represent the legal interests and positions of the Governing Board, unless doing so would present a conflict of interest according to the Rules Regulating the Florida



## **GOVERNING BOARD POLICY**

**Title: Legal – Legal Counsel Roles, Responsibilities, and Reporting Authority**

**Effective Date: MM/DD/YYYY**

**Page 2 of 4**

Bar or the Governing Board selects independent Governing Board Counsel pursuant to this Policy.

3. The General Counsel may retain outside legal services in accordance with Board Policy, Legal - District Legal Services. Outside legal services may also be provided through a third-party insurance carrier for certain matters that fall outside the ordinary scope of the services provided by the Office of General Counsel. The General Counsel is responsible for directing and overseeing all outside legal counsel who provide services to the District.

4. The Governing Board may retain independent Governing Board Counsel to provide legal representation to the Governing Board. The General Counsel shall foster a good working relationship with Governing Board Counsel and assist Governing Board Counsel to the fullest extent possible, unless doing so would present a conflict of interest according to the Rules Regulating the Florida Bar. The General Counsel shall orally notify both the Executive Director and the Governing Board Chair when, in his or her opinion, it would be in the Governing Board's best interest to select independent Governing Board Counsel. In addition, Governing Board Counsel shall provide legal counsel to Governing Board members, upon their requests, on matters relating to their service as Governing Board members. Governing Board Counsel shall submit a report to the Governing Board at the subsequent Governing Board meeting listing a brief description of any requests for legal counsel made by individual Governing Board members.

### **Reporting Authority**

1. The General Counsel shall report to the Executive Director with respect to any legal matter about which the Governing Board has delegated its authority under Chapter 373, Florida Statutes to the Executive Director. These delegated matters include, but are not limited to, all personnel matters, settlement of certain legal matters, approval of certain consent orders, and certain contractual and financial matters.

2. The General Counsel, in coordination with the Executive Director, shall report to the Governing Board with respect to any legal matter about which the Governing Board has retained its authority under Chapter 373, Florida Statutes. These retained functions include, but are not limited to, land acquisition matters, settlement of certain larger civil cases, consideration of Recommended Orders in formal administrative proceedings, and all other matters not specifically delegated by the Governing Board.

3. The General Counsel retains the authority for certain administrative hearing matters pursuant to Board Policy, Legal – Delegation of Authority to General Counsel for Certain Administrative Hearing Matters.

### **DISTRIBUTION**

This document will be stored in the Governing Document Repository.

### **REFERENCES**

Board Policy, Legal – District Legal Services

Board Policy, Legal – Proposals for Settlement in Civil Cases

Board Policy, Legal – Delegation of Authority to General Counsel for Certain Administrative Hearing Matters

## **GOVERNING BOARD POLICY**

**Title: Legal – Legal Counsel Roles, Responsibilities, and Reporting Authority**

**Effective Date: MM/DD/YYYY**

**Page 3 of 4**

Board Policy, Legal - Delegation of Authority to Executive Director for Approval of Certain Consent Orders

Board Policy, Legal - Delegation of Authority to Executive Director for Approval of Certain Consent Orders Involving Water Use Permits

Board Policy, Land Acquisition

Executive Director Procedure, Signature Authority

## **REVIEW PERIOD**

This Governing Document will be reviewed every two years.

DRAFT

## GOVERNING BOARD POLICY

Title: Legal – Legal Counsel Roles, Responsibilities, and Reporting Authority

Effective Date: MM/DD/YYYY

Page 4 of 4

### DOCUMENT DETAILS

Document Name	Legal – Legal Counsel Roles, Responsibilities, and Reporting Authority
Formerly Known As	N/A
Document Type	Policy
Author(s)	General Counsel
Reviewing Stakeholder(s)	Office of General Counsel, Governing Board
Document Owner Name	Chris Tumminia
Document Owner Title	General Counsel
Review Period (in days)	730
Span of Control	Governing Board
Supersedes Date	09/24/2013
Effective Date	MM/DD/YYYY

### APPROVAL

\_\_\_\_\_  
Joel A. Schleicher  
Chair

\_\_\_\_\_  
Date

**COMMITTEE/LIAISON REPORTS**

**August 23, 2022**

**Discussion: Information Item: Environmental Advisory Committee**

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Michelle Williamson, Board Member

**EXECUTIVE DIRECTOR'S REPORT**

**August 23, 2022**

**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**

**August 23, 2022**

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

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Joel A. Schleicher, Chair

**CHAIR'S REPORT**

**August 23, 2022**

**Discussion: Information Item: Employee Milestones**

Staff Recommendation:

This item is for the Board's information only, and no action is required.

Presenter:

Joel Schleicher

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	08/14/2017	Hua Zhang	Senior Professional Geologist	Brooksville	Natural Sys & Restoration	2022	08/14/2022
5	08/21/2017	Cortney Cameron	Geologist, Professional	Brooksville	Natural Sys & Restoration	2022	08/21/2022
5	08/21/2017	Mary Spence	Manager, Structure Operations	Brooksville	Operations	2022	08/21/2022
20	08/26/2002	Catherine Wolden	Manager, Wtr Quality Monitor	Tampa	Data Collection	2022	08/26/2022
25	08/20/1997	Theresa Mulroney	GIS Database and Server Admin	Brooksville	Data Collection	2022	08/20/2022
30	08/10/1992	Melisa Lowe	Bureau Chief, Finance	Brooksville	Finance	2022	08/10/2022
35	08/10/1987	Mike Ames	Supervisor, Field Operations	Tampa	Operations	2022	08/10/2022
40	08/27/1982	Dwayne Williams	Print Shop Specialist, Senior	Brooksville	General Services	2022	08/27/2022