

# Governing Board Meeting

## *Agenda and Meeting Information*

*December 14, 2021*

*9:00 a.m.*

**Brooksville Office**

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

Southwest Florida  
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



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

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Employer

The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), 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

December 14, 2021  
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:** Resolution to Request Disbursement of Funds from the Land Acquisition Trust Fund for Land Management
- 2.2 **Resource Management Committee:** FARMS – P BAR R Sod Company, LLC (H798), Hardee County
- 2.3 **Resource Management Committee:** FARMS – Bethel Farms, LLLP – Phase 4 (H797), DeSoto County
- 2.4 **Resource Management Committee:** Approve Use of the Updated Pemberton/Baker Canal Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Hillsborough County (N713)
- 2.5 **Operations, Lands and Resource Monitoring Committee:** Management and Use Agreement with Hillsborough County for the Tampa Bypass Canal-Harney Park – SWF Parcel No. 13-136-144X
- 2.6 **Regulation Committee:** Water Use Permit No. 20020999.000 – Hudson Land / Hudson Land & Cattle, LLC – Charlotte County
- 2.7 **General Counsel's Report:** Corrected Deed of Conservation Easement for Horse Creek Mitigation Bank - Environmental Resource Permit No. 43041539.000 - DeSoto County
- 2.8 **Executive Director's Report:** Approve Governing Board Minutes - November 16, 2021

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

- 3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Information Item: 2022 Legislative Update
- 3.3 **Discussion:** Action Item: Preliminary Budget for Fiscal Year 2023
- 3.4 **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:** Information Item: Fiscal Year 2023 Cooperative Funding Process
- 4.3 **Discussion:** Action Item: Initiation and Approval of Rulemaking to Amend Rule 40D-8.041, Florida Administrative Code, to Adopt Minimum Flows for Lower Shell Creek and Accept Final Draft Report
- 4.4 **Discussion:** Action Item: Citrus County Old Homosassa West Septic to Sewer – Third-Party Review (WH04)
- 4.5 **Discussion:** Action Item: Aquifer Recharge at Flatford Swamp for Southern Water Use Caution Area Recovery and Natural System Enhancement – Scope and Cost Change
- 4.6 **Submit & File:** Information Item: Annual Status of the Southern Water Use Caution Area Recovery Strategy

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

- 5.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Action Item: Offer for Surplus Lands – Lake Panasoffkee (LP-1), SWF Parcel No. 19-528-154S
- 5.3 **Discussion:** Action Item: Purchase of Southworth Property, Weekiwachee Preserve Project, SWF Parcel 15-773- 203
- 5.4 **Discussion:** Information Item: Hydrologic Conditions Report

## **6. REGULATION COMMITTEE**

- 6.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 6.2 **Discussion:** Information Item: Tampa Bay Water South Central Hillsborough Supply and Demand
- 6.3 **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

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

- 8.1 **Discussion:** Information Item: Industrial Advisory Committee
- 8.2 **Discussion:** Information Item: Public Supply 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: Milestones

## **ADJOURNMENT**



# GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Effective October 4, 2021

OFFICERS	
Chair	Kelly S. Rice
Vice Chair	Joel Schleicher
Secretary	Michelle Williamson
Treasurer	Ed Armstrong

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Jack Bispham
Seth Weightman
John Mitten
John Hall

RESOURCE MANAGEMENT COMMITTEE
Seth Weightman
Jack Bispham
Michelle Williamson
William Hogarth

REGULATION COMMITTEE
Joel Schleicher

FINANCE/OUTREACH AND PLANNING COMMITTEE
Ed Armstrong
Ashley Bell Barnett
William Hogarth

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

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Michelle Williamson
Environmental Advisory Committee	John Mitten
Industrial Advisory Committee	John Hall
Public Supply Advisory Committee	Ed Armstrong
Well Drillers Advisory Committee	Seth Weightman

OTHER LIAISONS	
Central Florida Water Initiative	Ashley Bell Barnett
Spring Coast Steering Committee	John Mitten
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**

8/24/2021

**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  
2022 – February 3 – Southern Region, TBD  
2022 – February 9 – Heartland Region, TBD  
2022 – February 10 – Tampa Bay Region, Tampa Office  
2022 – April 6 – Northern Region, Brooksville Office  
2022 – April 7 – Southern Region, TBD  
2022 – April 13 – Heartland Region, TBD  
2022 – April 14 – Tampa Bay Region, Tampa Office

**Meeting Locations**

Brooksville Office – 2379 Broad Street, Brooksville, FL 34604  
Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637

Governing Board Meeting  
December 14, 2021

1. CONVENE PUBLIC MEETING

1.1 Call to Order..... 4

1.2 Invocation and Pledge of Allegiance..... 5

1.3 Employee Recognition ..... 6

1.4 Additions and Deletions to Agenda..... 7

1.5 Public Input for Issues Not Listed on the Agenda ..... 8

**CONVENE PUBLIC MEETING**

**December 14, 2021**

**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:**

Kelly S. Rice, Chair

**CONVENE PUBLIC MEETING**

**December 14, 2021**

**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:

Kelly S. Rice, Chair

**CONVENE PUBLIC MEETING**

**December 14, 2021**

**Employee Recognition**

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

Presenter:

Kelly S. Rice, Chair

**CONVENE PUBLIC MEETING**

**December 14, 2021**

**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**

**December 14, 2021**

**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:

Kelly S. Rice, Chair



# Governing Board Meeting

December 14, 2021

## 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 **Finance/Outreach and Planning Committee:** Resolution to Request Disbursement of Funds from the Land Acquisition Trust Fund for Land Management ..... 9
- 2.2 **Resource Management Committee:** FARMS – P BAR R Sod Company, LLC (H798), Hardee County ..... 14
- 2.3 **Resource Management Committee:** FARMS – Bethel Farms, LLLP – Phase 4 (H797), DeSoto County ..... 17
- 2.4 **Resource Management Committee:** Approve Use of the Updated Pemberton/Baker Canal Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Hillsborough County (N713) ..... 20
- 2.5 **Operations, Lands and Resource Monitoring Committee:** Management and Use Agreement with Hillsborough County for the Tampa Bypass Canal-Harney Park – SWF Parcel No.13-136-144X ..... 22
- 2.6 **Regulation Committee:** Water Use Permit No. 20020999.000 – Hudson Land / Hudson Land & Cattle, LLC – Charlotte County ..... 42
- 2.7 **General Counsel's Report:** Corrected Deed of Conservation Easement for Horse Creek Mitigation Bank - Environmental Resource Permit No. 43041539.000 - DeSoto County ..... 55
- 2.8 **Executive Director's Report:** Approve Governing Board Minutes - November 16, 2021 ..... 62

## CONSENT AGENDA

**December 14, 2021**

### **Finance/Outreach and Planning Committee: Resolution to Request Disbursement of Funds from the Land Acquisition Trust Fund for Land Management**

#### *Purpose*

Request the approval of Resolution 21-15, Request to the Florida Department of Environmental Protection (FDEP) for Disbursement of Funds from the Land Acquisition Trust Fund (LATF) for Land Management.

#### *Background*

During the 2021 legislative session, the Florida Legislature appropriated \$10,237,210 to the LATF for the water management districts to use for land management purposes on District conservation lands. The Southwest Florida Water Management District's share was \$2,250,000, which was included in the fiscal year 2022 adopted budget for land management activities.

The Governing Board must adopt a resolution to request funds from the LATF. Accordingly, a resolution has been prepared requesting the FDEP to reimburse the District for land management expenditures incurred on District conservation lands from the appropriated funds. The exhibit to this item includes Resolution Number 21-15.

#### Staff Recommendation:

Approve Resolution 21-15, Request to the Florida Department of Environmental Protection for Disbursement of Funds from the Land Acquisition Trust Fund for Land Management, as shown in the Exhibit.

#### Presenters:

John J. Campbell, Division Director, Management Services  
Jerry Mallams, P.G., Operations and Bureau Chief  
Ellen Morrison, Land Resources Bureau Chief

## **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

### **RESOLUTION NO. 21-15**

#### **REQUEST TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DISBURSEMENT OF FUNDS FROM THE LAND ACQUISITION TRUST FUND FOR LAND MANAGEMENT**

**WHEREAS**, pursuant to Chapter 373, Florida Statutes (F.S.), the Governing Board of the Southwest Florida Water Management District (District) has the duty and responsibility to develop plans, projects and programs for regional water supply planning, water resource development, water supply development, land acquisition, surface water improvement and management, and water restoration initiatives within its boundaries; and

**WHEREAS**, through Specific Appropriation 1577 under the General Appropriations Act, Chapter 2021-36, Laws of Florida, for the annual period beginning July 1, 2021 and ending June 30, 2022 (Fiscal Year 2021-22), the Legislature specifically appropriated to the District a total of two million two hundred fifty thousand dollars (\$2,250,000) from the Land Acquisition Trust Fund of the State of Florida for land management purposes on District conservation lands; and

**WHEREAS**, in its Fiscal Year 2021-22, the District has budgeted two million two hundred fifty thousand dollars (\$2,250,000) from the Land Acquisition Trust Fund to be used for land management purposes on District conservation lands; and

**WHEREAS**, Section 373.501(2), F.S., prescribes a process for disbursing funds appropriated by the Legislature to the water management districts upon receipt by the Secretary of the State of Florida's Department of Environmental Protection of a resolution adopted by the Governing Board requesting such funds.

**THEREFORE, BE IT RESOLVED**, that the Governing Board of the Southwest Florida Water Management District hereby requests the Secretary of the Department of Environmental Protection to release from the Land Acquisition Trust Fund of the State of Florida the sum of up to two million two hundred fifty thousand dollars (\$2,250,000) for the activities described in the land management spending plan, attached hereto as Exhibit "A" and incorporated herein by this reference, pursuant to Section 373.501(2), F.S., and Specific Appropriation 1577 in the General Appropriations Act, Chapter 2021-36, Laws of Florida; and

**BE IT FURTHER RESOLVED** that a warrant be issued by the State of Florida's Chief Financial Officer in accordance with Section 17.52, F.S., to the Southwest Florida Water Management District for that amount available, or as may become available, from the Land Acquisition Trust Fund; and

**BE IT FURTHER RESOLVED** that these funds are subject to the requirements of Section 215.97, F.S., the Florida Single Audit Act. The Catalog of State Financial Assistance (CSFA) Number for these activities identified herein is CSFA 37.022 and the CSFA Title for these activities is "Water Management Districts – Land Acquisition and Improvement"; and

**BE IT FURTHER RESOLVED** that these funds are subject to the requirements of Section 216.347, F.S. (Grants and Lobbying Restriction); and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be transmitted to the Secretary of the Department of Environmental Protection forthwith; and

**BE IT FURTHER RESOLVED** that the \_\_\_\_\_ of the Governing Board is hereby authorized to affix \_\_\_\_\_ signature to this resolution on behalf of the Board and attested by its \_\_\_\_\_.

**APPROVED AND ADOPTED** in Brooksville, Hernando County, Florida on this fourteenth day of December 2021.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

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

Attest:

\_\_\_\_\_

**Exhibit A**  
**Land Management Spending Plan**

The specific appropriation funding in the amount of two million two hundred fifty thousand dollars (\$2,250,000) will be used for expenditures in support of land management activities within the Southwest Florida Water Management District. These include, but are not limited to, the following:

**Operational Maintenance and Restoration Activities on District Conservation Lands**

- Repair and maintenance of roads and bridges, including the purchase and hauling of aggregates.
- Roller chopping and hydro-axing as required for restoration, brush, and fuel management purposes.
- Prescribed burning.
- Control of feral hogs.
- Security, law enforcement, and maintenance services for public use facilities.
- Road, pasture, and restoration mowing.
- Recreational mowing such as public parking areas, campgrounds, and trails for public use facilities.
- Removal and construction of fencing.
- Replacement of culverts.
- Treatment of cogon grass, Old World climbing fern, Brazilian pepper, tropical soda apple, and other invasive plant species.
- Rearing, release, and monitoring of bio-control agents for Old World climbing fern.
- Contractual land management services.
- Contractual land use and management planning services.

**CERTIFICATE AS TO RESOLUTION NO. 21-15**

STATE OF FLORIDA  
COUNTY OF HERNANDO

We, the undersigned, hereby certify that we are, \_\_\_\_\_ and \_\_\_\_\_, respectively, of the Southwest Florida Water Management District, organized and existing under and by virtue of the Laws of the State of Florida, and having its office and place of business at 2379 Broad Street, Brooksville, Hernando County, Florida, and that, on the fourteenth day of December 2021, at a duly called and properly held hearing of the Governing Board of the Southwest Florida Water Management District, at the Brooksville Office, 2379 Broad Street, Brooksville, Hernando County, Florida, at which hearing a majority of the members of the Governing Board were present in person or via communications media technology, the resolution, which is attached hereto and which this certificate is a part thereof, was adopted and incorporated in the minutes of that hearing.

Dated at Brooksville, Florida, this fourteenth day of December 2021.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

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

Attest:

\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing document was acknowledged before me this fourteenth day of December 2021, by \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, respectively, of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the corporation. They are personally known to me.

WITNESS my hand and official seal on this fourteenth day of December 2021.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:

## CONSENT AGENDA

December 14, 2021

### Resource Management Committee: FARMS – P BAR R Sod Company, LLC (H798), Hardee County

#### *Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with P Bar R Sod Company, LLC and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$293,187 (75 percent of total project costs). Of this amount, \$293,187 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$390,916.

#### *Project Proposal*

The District received a project proposal from P Bar R Sod Company, LLC for their property totaling 288 acres of sod located approximately 2.5 miles south of Zolfo Springs in Hardee County within the Southern Water Use Caution Area (SWUCA). This project will involve the construction of a 9.6-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for daily irrigation of 144 acres of sod and reduce nutrient loading. The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 462,700 gallons per day (gpd). FARMS project components will involve the construction of a 9.6-acre surface water reservoir, one surface water pump station, filtration, soil moisture probes, valves, a fertigation system, and the piping necessary to connect to two center pivot irrigation systems. These center pivot irrigation systems will convert the site from seepage irrigation and reduce surface water runoff to adjacent watersheds.

#### *Benefits/Costs*

The proposed project involves water quantity and water quality best management practices for daily irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is expected to offset 75,000 gpd in groundwater for daily irrigation and reduce nitrogen loading by 259 pounds per year. The alternative water supply components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the 75,000 gpd groundwater offset and a reduction of 259 pounds per year of nitrogen and a proposed six-year contract term, the cost per thousand gallons of water is \$2.51 and the cost per pound of nitrogen reduced is \$13.16. These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of a proposed reservoir for alternative water supply and nutrient reduction BMPs for a sod operation. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$5,456,594 remaining in its FARMS Program budget.

#### Staff Recommendation:

1. Approve the P BAR R Sod Company, LLC project for a not-to-exceed project reimbursement of \$293,187 with \$293,187 provided by the Governing Board;
2. Authorize the transfer of \$293,187 from fund 010 H017 Governing Board FARMS Fund to the H798 P BAR R Sod Company, LLC project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

#### Presenter:

Randy Smith, PMP, Bureau Chief, Natural Systems and Restoration

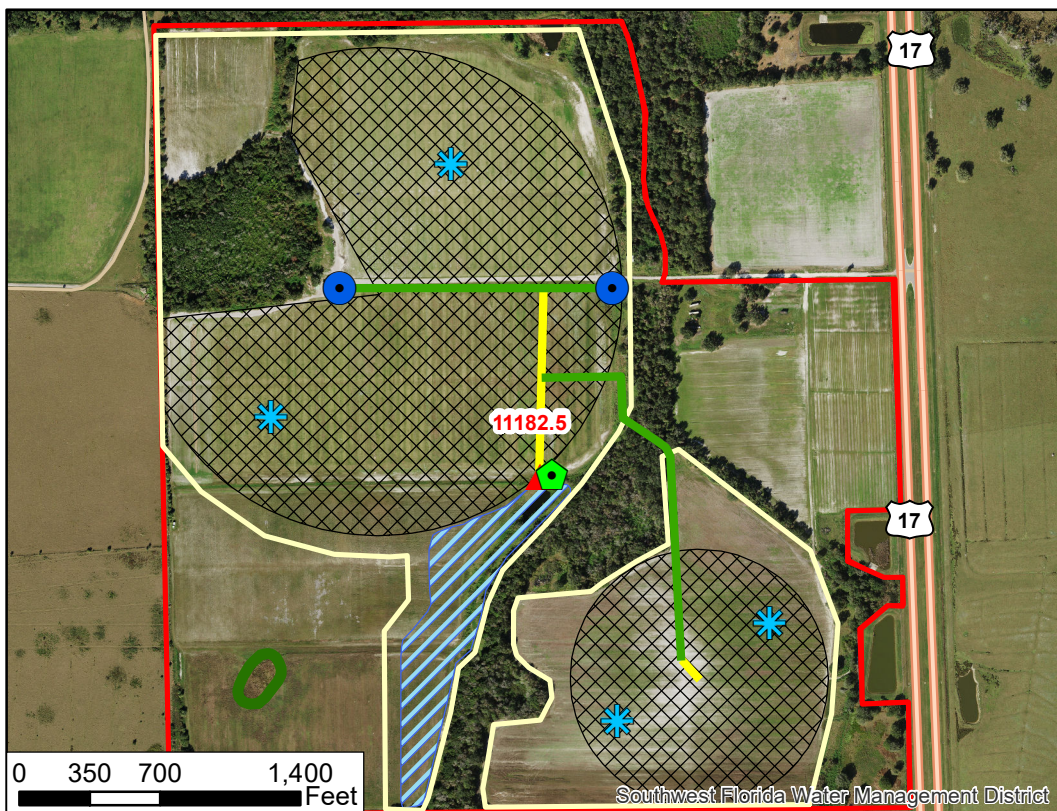
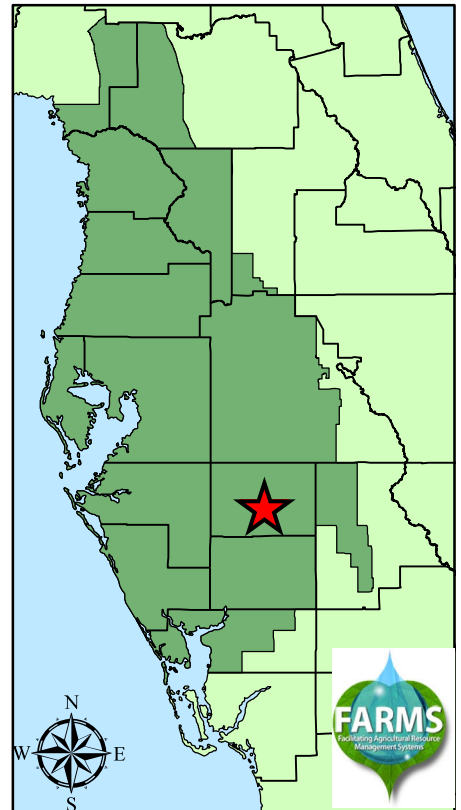
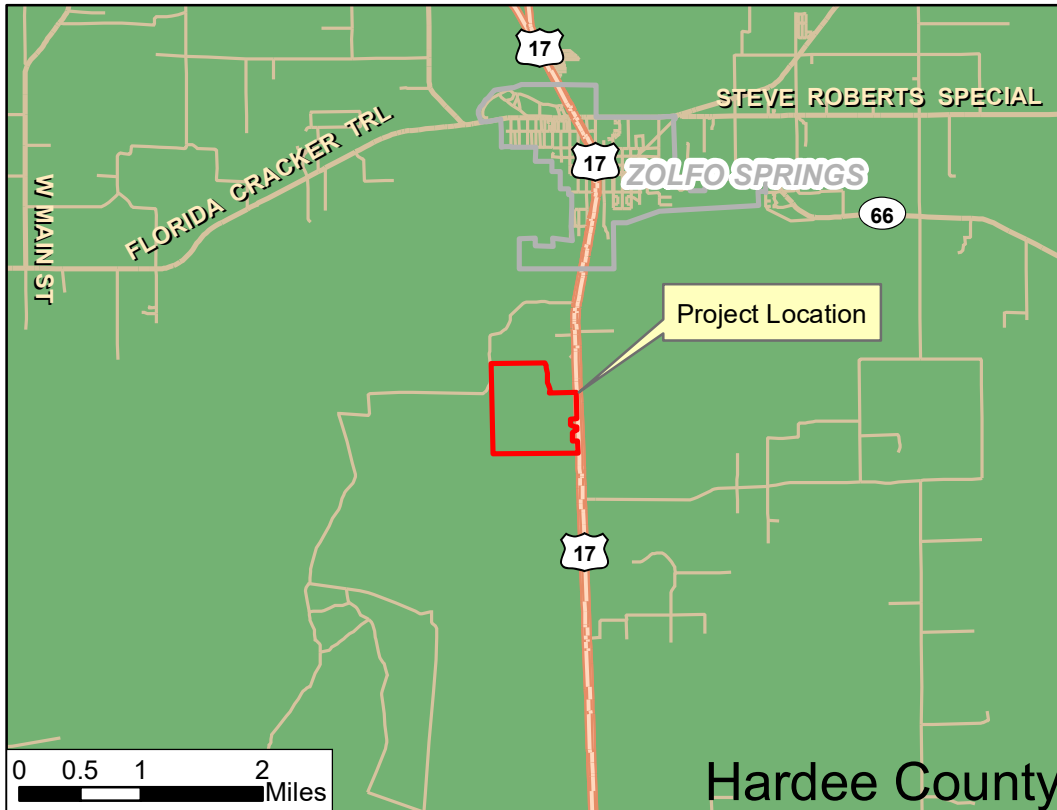
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# Location Map

## P BAR R Sod Company, LLC

### FARMS Project H798



#### Legend

- WUP 11182 Boundary
- Project Area
- Proposed Reservoir
- ▲ Proposed Surface Water Pump
- Existing Mainline Pipe
- Proposed Mainline Pipe
- Proposed Center Pivot
- ✱ Proposed Soil Moisture Probe
- ⬠ Proposed Fertigation
- Existing Groundwater Well

Southwest Florida  
Water Management District

KAG 10/25/2021  
2020 Aerial  
2012 NAVTIC

**CONSENT AGENDA****December 14, 2021****Resource Management Committee: FARMS – Bethel Farms, LLLP – Phase 4 (H797), DeSoto County***Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Bethel Farms, LLLP, and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$250,219 (70 percent of total project costs). Of this amount, \$250,219 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$356,626.

*Project Proposal*

The District received a project proposal from Bethel Farms, LLLP for their 2,117-acre turfgrass sod and citrus grove operation located ten miles northwest of Arcadia, in central DeSoto County, within the Southern Water Use Caution Area (SWUCA) and the Horse Creek watershed. This project will involve the construction and operation of two acres of canals which will serve as a reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for supplemental irrigation of 62 acres of turfgrass sod. The sod portion in the project area is permitted to use an annual average daily quantity for supplemental irrigation of 173,600 gpd. The Water Use Permit for the entire property authorizes the use of 3,015,200 gpd. FARMS project components will involve the improvement of an existing 0.7-acre reservoir canal, and construction of a 1.3-acre reservoir canal, one canal-fed surface water lateral pump station with GPS telemetry, automation, control structures, valves, and the piping necessary to connect to a linear overhead irrigation system. This linear overhead irrigation system will convert the site from seepage irrigation to microirrigation and reduce surface water runoff to adjacent watersheds.

In February 2009, the Governing Board approved a Phase 1 FARMS project with Bethel Farms, LLLP to install a base weather station and soil moisture sensors to conserve water used for irrigation. In April 2010, the Governing Board approved a Phase 2 FARMS project to construct a surface water pump station to irrigate 290 acres of sod southeast of the proposed project area utilizing an existing 4-acre reservoir. The reduction in groundwater use from both phases was estimated at 212,885 gpd. To date, the groundwater reductions for both phases have averaged 222,000 gpd.

In April 2019, the Governing Board approved a Phase 3 FARMS project with Bethel Farms, LLLP to construct a 4.5-acre reservoir canal to irrigate 158 acres of sod on the northern portion of the farm. FARMS project components consist of two canal-fed surface water lateral pump stations with GPS telemetry, automation, control structures, valves, and the piping necessary to connect to a linear overhead irrigation system. The reduction of groundwater use was estimated at 130,000 gpd. To date, the groundwater reduction has averaged 132,000 gpd.

*Benefits/Costs*

The proposed Phase 4 project involves water quantity and water quality best management practices for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. Using an estimated 32 percent savings of permitted quantities for daily irrigation, or 55,000 gpd, yields a daily cost of \$3.87 per thousand gallons of groundwater reduced over the proposed five-year contract term. This value is within the guidelines for the generally accepted average cost savings

per thousand gallons for the implementation of alternative irrigation supplies and improved irrigation techniques for sod operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$5,456,594 remaining in its FARMS Program budget.

Staff Recommendation:

1. Approve the Bethel Farms, LLLP – Phase 4 project for a not-to-exceed project reimbursement of \$250,219 with \$250,219 provided by the Governing Board;
2. Authorize the transfer of \$250,219 from fund 010 H017 Governing Board FARMS Fund to the H797 Bethel Farms, LLLP – Phase 4 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

Presenter:

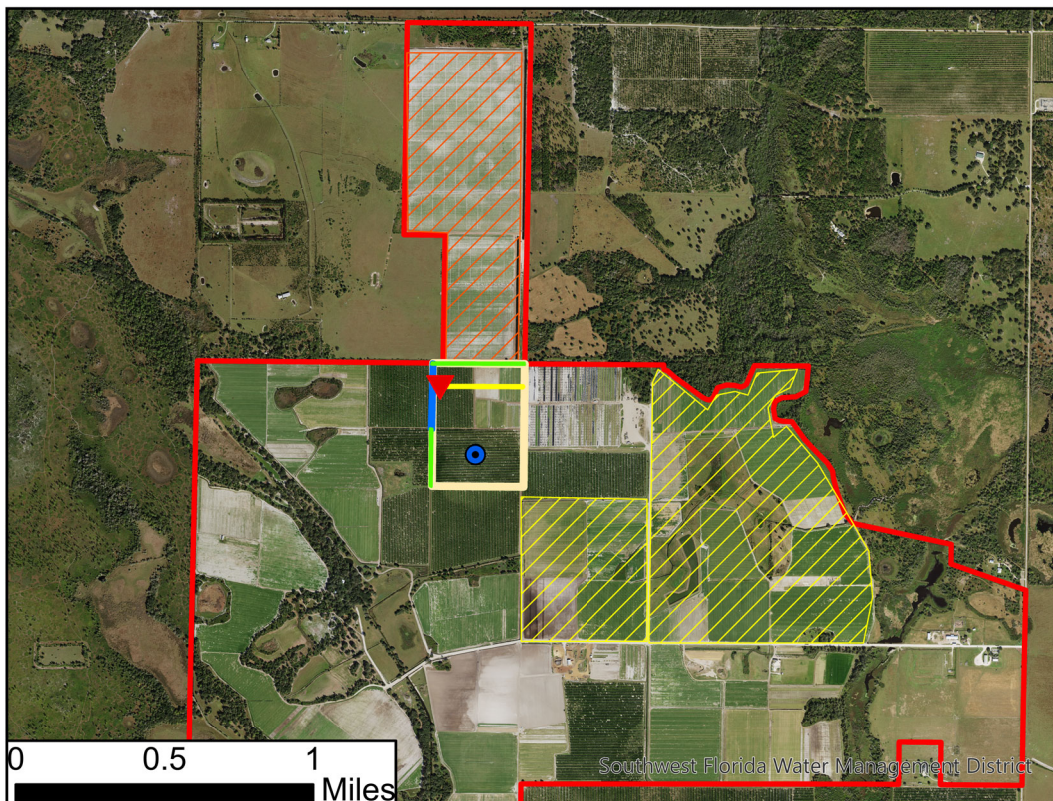
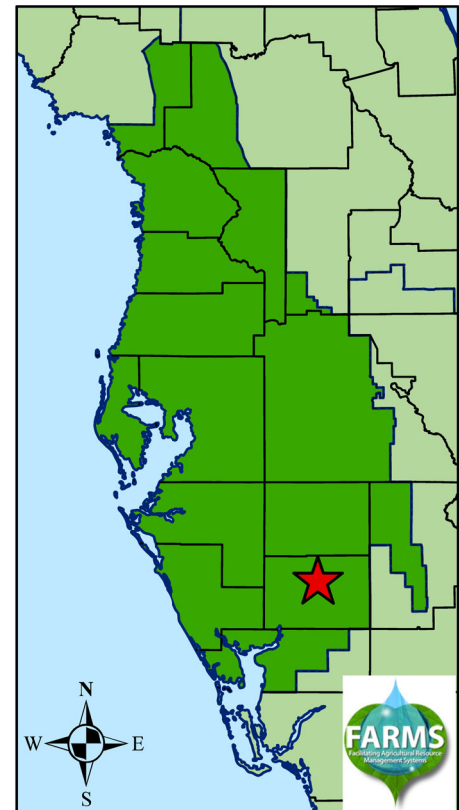
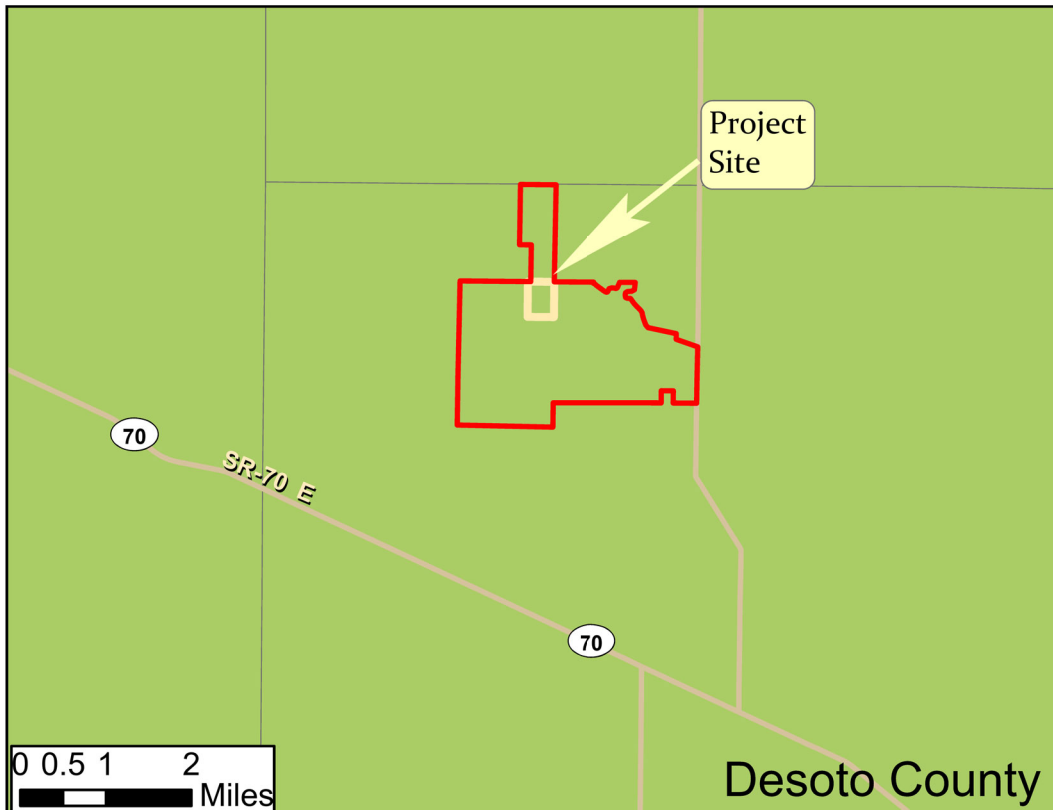
Randy Smith, PMP, Bureau Chief, Natural Systems and Restoration



# Location Map

## Bethel Farms, LLLP-Phase 4

### FARMS Project H797



#### Legend

- WUP 1635 Boundary
- Phase 1 & 2 Project Area
- Phase 3 Project Area
- Proposed Project Area Phase 4
- Existing Canal
- Proposed Canal
- Existing Irrigation Well
- ▼ Proposed Surface Water Pump Station and Linear Irrigation System

Southwest Florida  
Water Management District

**CONSENT AGENDA****December 14, 2021****Resource Management Committee: Approve Use of the Updated Pemberton/Baker Canal Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Hillsborough County (N713)***Purpose*

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

*Background/History*

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for nineteen watersheds in Hernando County, eleven watersheds in Pasco County, six watersheds in Citrus County, five watersheds in Manatee County, six watersheds in Sarasota County, five watersheds in Polk County, two watersheds in DeSoto County, five watersheds in Hardee County, three watersheds in Highlands County, two watersheds in Pinellas County, four watersheds in Sumter County, fifteen watersheds in Marion County and four watersheds in Hillsborough County. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2021-2025. Upon the Governing Board's approval, WMP floodplain information for these watersheds is typically used as best information available by the ERP program.

Floodplain information for the Pemberton/Baker Canal watershed was prepared by a County hired consultant Atkins North America, Inc., Engineering Firm of Record, reviewed by District and County staff, and then reviewed by District's independent peer review consultant, DRMP, Inc. Floodplain information for the watershed was presented virtually for review and comment through a public engagement website hosted by the County. More than 120 viewers have visited the website and no comments have been received to date. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent most accurate floodplain information available for the watershed.

Staff Recommendation:

Approve use of the updated Pemberton/Baker Canal Watershed Management Plan floodplain information to update Flood Insurance Rate Maps in Hillsborough County.

Presenter:

Terese Power, P.E., CFM, Engineering & Watershed Management Section Manager

## CONSENT AGENDA

December 14, 2021

### Operations, Lands and Resource Monitoring Committee: Management and Use Agreement with Hillsborough County for the Tampa Bypass Canal-Harney Park – SWF Parcel No. 13-136-144X

#### *Purpose*

Recommend the Governing Board approve a Management Agreement with the Hillsborough County Board of County Commissioners for the management and use of an 11.65-acre parcel known as the Tampa Bypass Canal/Harney Park (Park Site). A general location map, site map and the proposed Management Agreement are included as Exhibits 1, 2, and 3 respectively.

#### *Background/History*

In 1972 the District became the local sponsor for the Tampa Bypass Canal (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.

Once constructed, the TBC was used for recreational purposes including use as a high-school rowing racecourse. In 2001 the District and Hillsborough County (County) entered into an Agreement for Construction, Operation, and Maintenance (2001 Agreement), which allowed the County to construct and maintain a paved parking area, a small boardwalk, and a fishing pier at the Park Site. The District and County each contributed \$250,000 for the construction. The Park Site is located adjacent to Highway 301, across from the District's Tampa Service Office, where the Harney Canal flows into the TBC.

In 2004 the District, the County, and the Tampa Bypass Canal Rowing Council (TBCRC) met to formalize the use of the TBC as a permanent competitive rowing venue. In 2005 the County and the TBCRC entered into an agreement for the management of rowing activities, events, and the development of a rowing shell boathouse and floating boat docks to support rowing events.

The 2001 Agreement will expire on December 19, 2021, and while it provided for two additional twenty (20) year terms, staff determined that the agreement required significant updates to legal language such as indemnification and insurance conditions and that a new agreement would provide an opportunity to better define management responsibilities.

#### *Benefits/Costs*

Approval of the new Management Agreement will allow the County to continue to manage the highly used District property and provide recreation opportunities to the public at no cost to the District.

#### *Deliverables*

The County's specific obligations are detailed in the Agreement.

#### Staff Recommendation:

- Approve the Management Agreement between the Board of County Commissioners of Hillsborough County and the Southwest Florida Water Management District for the Management and Use of the Tampa Bypass Canal/Harney Park.

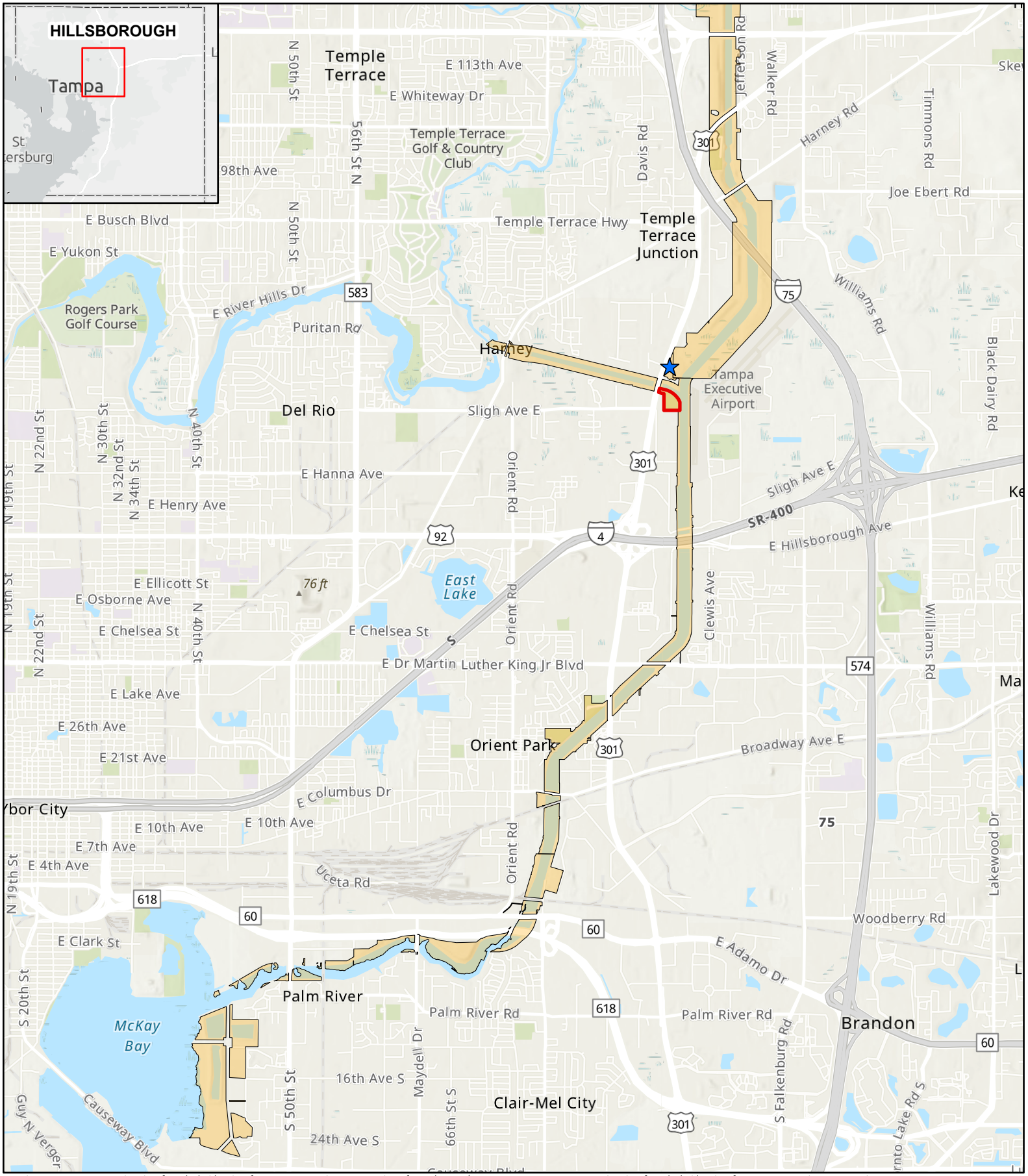
- Authorize the Governing Board Chair and Secretary to execute the Management Agreement.

Presenter:

Ellen Morrison, Land Resources Bureau Chief



# Exhibit 1 SWF Parcel No. 13-136-144X



- ★ District's Tampa Office
- Fee Simple
- Conservation Easement
- SWF Parcel No. 13-136-144X

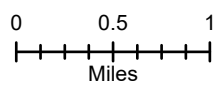




Exhibit 2

13-136-144X  
Hillsborough County Park Site  
Sections 25, Township 28 South, Range 19 East and 30,  
Township 28 South, Range 20 East Hillsborough  
County, Florida



1 inch = 200 feet


Date: 7/19/2021



Notes:

1. This is not a survey.
2. Current imagery of 2020.
3. Graphic presentation is based on the District GIS basemap.
4. Work order 21-112
5. Intended plot size 11" x 17".

Legend

 13-136-144X

**MANAGEMENT AGREEMENT BETWEEN THE BOARD OF  
COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY AND  
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
FOR THE MANAGEMENT AND USE OF THE TAMPA BYPASS  
CANAL/HARNEY PARK**

This Management Agreement made and entered into by and between the Southwest Florida Water Management District, a public corporation, hereinafter referred to as the "District", having a mailing address of 2379 Broad Street, Brooksville, Florida 34604-6899 and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County", having a mailing address of 601 E. Kennedy Boulevard, Tampa, Florida 33602, collectively the Parties, each singularly a Party.

**WHEREAS**, the District owns and maintains the Tampa Bypass Canal/Harney Park, a Four Rivers Basin Project located in Hillsborough County, Florida, managed primarily as a flood control structure ("Project"); and

**WHEREAS**, the District owns certain real property located within the Project area ("Property"), as described and depicted in **Exhibit "A"**, attached hereto and incorporated herein; and

**WHEREAS**, the District and the County entered into an Agreement for Construction, Operation and Maintenance dated December 19, 2001 ("2001 Agreement"), for the County to construct, operate and maintain the recreational facilities on the Property; and

**WHEREAS**, the District and the County developed a public recreational facility on the Property which includes a parking lot, boat launch, fishing pier, a boat house, and picnic areas as shown in **Exhibit "B"**, attached hereto and incorporated herein; and

**WHEREAS**, the District and the County have the common purpose of making lands available for general public recreational use which is compatible with environmentally acceptable water resource practices; and

**WHEREAS**, joint co-operation between the District and the County is in the best interest of the public; and

**WHEREAS**, the District and the County desire to continue their partnership concerning the operation and maintenance of the Property beyond the term of the 2001 Agreement; and

**WHEREAS**, the District and the County agree that the 2001 Agreement will expire December 19, 2021 and the District and the County desire to enter into this Management Agreement to continue the management arrangement for the Property in accordance with Paragraph 20 of the 2001 Agreement and to specify the rights and responsibilities of each Party from this point forward.

**NOW THEREFORE**, the District and the County, for and in consideration of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration each to the other, the receipt of which is hereby acknowledged, agree as follows:

**1. Purpose:** The purpose of this Management Agreement is to specify the District's and the County's rights and associated responsibilities regarding the maintenance and operation of the Property, described in **Exhibit "A"**, and the recreation facilities at the Property, as shown in **Exhibit "B"**. The County will continue to use the Property for the enjoyment of the general public, and for no other purpose without the prior written consent of the District.

**2. Term and Renewal:** The term of this Management Agreement will be for a period of thirty (30) years from the date of its execution by the last of the Parties. The County may make a request to the District to extend this Management Agreement for two (2) successive thirty (30) year term(s), subject to the terms and conditions contained herein, and provided that the County is not in default hereunder. If the County elects to request a renewal term, the County must provide its request in writing to the District at least one (1) year prior to the termination of the initial term or then-current renewal term. The District will respond within sixty (60) days of receipt of a written request from the County to extend this Management Agreement. Any renewal of this Management Agreement shall be in writing in the form of a formal amendment and executed by the District and the County.

**3. Operation, Management and Maintenance of the Property:**

a. The County has the right, during the term of this Management Agreement, to enter upon the Property for the purposes of managing, maintaining, and operating the Property under the terms set forth herein.

b. The County is responsible for all costs and expenses associated with the operation, maintenance and security of the buildings, facilities, infrastructure, and amenities within the boundaries of the Property. All buildings, facilities, infrastructure, and amenities will be maintained in a good, clean, attractive, and safe condition, suitable for the use and enjoyment of the general public. Any work undertaken by the County to maintain, refurbish or replace infrastructure or improvements located on the Property will be performed in accordance with all applicable building and construction codes, and with materials, finishes and workmanship of a kind and quality equal to or better than that currently existing on the Property.

c. The County will not proceed with construction of new improvements without the written

approval of the District. At least ninety (90) days prior to any construction of new improvements on the Property, the County will notify the District in writing of the proposed construction and will provide one set of draft construction plans to the District for review and approval before proceeding with construction. The District's review and approval of the draft construction plans will be limited to the proposed location, use, aesthetics, and consistency with the overall management objectives of the Property as stated herein, and does not constitute a representation or warranty that the District has verified the architectural, engineering, mechanical, electrical, or other components of the construction plans and documents, or that such plans and documents are in compliance with District rules and regulations or any other applicable rules, regulations, or laws. If the District provides written comments or recommendations, the County will have sixty (60) days from receipt to respond to the District. The County may request additional time to respond to the District if additional research or investigation is necessary for the response, and the District will not deny a reasonable extension of time to the County for its response. The County's response will be in writing and include either revised construction plans that incorporate the District's comments or recommendations, or a detailed explanation of why the County will not revise the proposed final construction plans. The County will not proceed with any construction of facilities or improvements without having received all necessary permits.

d. The County will provide sufficient personnel to properly operate, maintain, and protect the Property and all recreational facilities and improvements thereon, excluding any District designated land and water management facilities and structures, and will operate the Property according to County ordinances for County parks and pursuant to County policy.

e. The County will provide the District with written notice at least sixty (60) days prior to taking final action to adopt any regulation or ordinance that imposes a new or revised land use requirement on the Property.

f. The County may grant permits for special events at the Property. For special events that may include the sale or use of alcoholic beverages, the County must comply with District Rule 40D-9.290, Florida Administrative Code (F.A.C.), as may be amended from time to time by the District. For large-scale special events (such as rowing regattas) involving the use of the Tampa Bypass Canal by one or more user groups, the County will provide the District with a copy of all completed County special event permit application(s) for District review and comment. Parking for special events will follow the template provided in **Exhibit "B"** in order to maintain the integrity of the berm system along the Tampa Bypass Canal. Upon request by the District, the County will provide the District with the attendance counts at the Property, and the total revenue collected for the Property as a whole.

g. The County will be solely responsible for security within the Property. Upon request by the District, the County will submit copies of any incident reports maintained by the County.

h. The County will be responsible for the repair of damaged fences along designated Property boundaries. The District will be responsible for procurement and installation of new

fencing when the County in its sole discretion determines repair is not feasible.

i. In accordance with District Rule 40D-9.280, F.A.C., as may be amended from time to time by the District, the County will prohibit illegal access gates along boundary and fence lines that are shared with private landowners. The County will require all patrons visiting the Property to enter at the designated access point unless otherwise agreed to in writing by the District.

j. With the exception of the boat house and adjacent self-contained storage units, the County will not permanently store or permit any equipment, supplies or materials not directly related to the maintenance of the Property to be permanently stored on the Property. The County, through its agents and employees, will also prevent any use of the Property that is not in conformance with this Management Agreement.

k. The County will be responsible for removal and treatment of exotic and invasive flora on the Property.

l. The District will be responsible for the removal and treatment of aquatic exotic and invasive flora on the Property.

m. The District will be allowed to use facilities within the Property at no cost, so long as the facilities are available, and the District reserves them in advance.

n. The District will cooperate in the execution of any permit applications, funding applications, or other similar applications or documents that may be required in connection with any approved construction project that may be required in the Property.

**4. Archaeological and Historical Sites:** This Management Agreement does not affect either of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological or historic sites on the Property is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State. The County will implement all reasonable measures to locate, identify, protect, and preserve the archaeological and historic sites on the Property.

**5. Destruction of Park Amenities:** If any amenities on the Property are totally destroyed or rendered unusable by a natural or manmade event, the County and the District each have the right to terminate this Management Agreement by giving written notice to the other, within ninety (90) days from the date of such destruction. If the amenities on the Property are partially damaged by a natural or manmade event, or totally destroyed or rendered unusable, but neither party elects to terminate this Management Agreement as provided herein, then the County agrees to restore the damaged or destroyed amenities to a condition suitable for use by the general public for recreational purposes at the County's sole cost and expense and within 180 days of such natural or manmade event.

**6. Assignment:** Neither party may assign this Management Agreement, in whole or in part, without the prior written approval of the other party. The District agrees that the County may enter



into a management agreement with a not-for-profit corporation for management assistance of the Property, and that this Management Agreement may be incorporated by reference into any such document upon written approval of the District.

**7. Right to Inspect:**

a. The District will have the right to enter upon and travel through and across the Property at any time for inspection, construction, maintenance, or for any purpose consistent with this Management Agreement or the District's ownership of the Property.

b. The District or its duly authorized agents will have the right, at any and all times, to inspect and audit the books and financial records of the County and any of its licensees as they pertain to the management of the Property.

**8. Property and Facilities Condition:** The County will maintain the Property and facilities located on the Property in good condition, working order and repair. Removal or closure of the Property or facilities thereon will be subject to the termination requirements of this Management Agreement, unless related to inclement weather or approved in writing by the District.

**9. Property or Facilities Damage:** The County will not do, or suffer to be done, in, on, or upon the Property or as affecting the Property, any act that may result in damage or depreciation of value to the Property and any part thereof. This includes but is not limited to generating, storing, producing, placing, treating releasing, or discharging any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals, or other agents, on, into, or from the Property or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Management Agreement, "hazardous substances" will mean and include those elements or compounds defined by the Comprehensive Environmental Resource Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq., or by any Florida Statute defining hazardous materials, or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA), and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" will mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. The County will, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Property, and (2) all off-site ground and surface waters and lands affected by the County's such failure to comply, as may be necessary to bring the Property and affected off-site waters and lands into full compliance with all applicable federal, state or

local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged Property to the condition existing immediately prior to the occurrence which caused the damage. The County, to the extent allowed by law and subject to the provisions of Section 768.28, Florida Statutes, will indemnify and hold the District harmless for any and all claims, loss, damage, and expense, including attorney fees and costs, and attorney fees and costs on appeal, arising from any failure of the County to comply with this paragraph. The County's obligations set forth in this paragraph will survive the termination or expiration of this Management Agreement.

**10. Unauthorized Use of Property:** The County will, to the best of its abilities, through its agents and employees, prevent the unauthorized use of the Property or any use thereof not in conformance with this Management Agreement, including but not limited to, the possession, or consumption of unlawful drugs or substances by anyone within or on the Property, or use of any alcoholic beverage without the appropriate County-issued permit.

**11. Public Entrances:** Public informational signage will be located at the public entrances that informs the public of the cooperative project between the District and the County and advises the public of recreational opportunities and park hours. Additionally, the County will post appropriate signage on fences along the Property boundaries, describing all prohibited activities, including restrictions on boat motor size, which are not to exceed 10 horsepower, pursuant to Rule 40D-9.270 Florida Administrative Code. The County will obtain the District's prior written approval as to form, content, and location of all signage.

**12. District Resource Management Activities:** The District reserves the right to conduct or perform any resource management activity that, in its sole discretion, may be required to protect and save the integrity of the Property, including but not limited to, prescribed fire, wildfire suppression, and exotics control. In the event the District plans to commence any of these activities, it will provide the County with thirty (30) days written notice.

**13. Taxes and Assessments:** If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the Property or any structures or improvements located thereon, as a result of the County's use and occupancy during the term of this Management Agreement, the County will pay said taxes within thirty (30) days after receiving written notice thereof from the District. In the event the County fails to pay any such taxes, assessments, or fees within thirty (30) days after receiving written notice thereof from the District, the District may, at its sole option, pay said taxes, assessments, or fees subject to immediate reimbursement thereof in full by the County, together with any interest thereon at the maximum rate allowed by law, and any administrative costs incurred by the District, including reasonable attorney's fees.

**14. Fees and Revenue:**

- a. The County may charge an entrance or user fee to the visitors and users of the Property



and facilities located thereon. Any such fees charged by the County will be used by it for the purpose of reimbursing the County for actual and budgeted expenses incurred or to be incurred in the operation, maintenance, and security of the Property and facilities. The District will have the right, at any reasonable time, to inspect and audit the books and financial records of the County and any of its licensees as they pertain to the Property.

b. The County may explore other revenue-producing initiatives that are compatible with the purposes of this Management Agreement. Any revenue that is generated by the County under these initiatives will be applied toward the management and operating costs of the Property.

c. Nothing in this Management Agreement will prohibit the County from seeking funding from federal or state agencies through grants or other sources to assist with its management responsibilities.

**15. Liability Insurance:** The County is a political subdivision of the State of Florida. It may be fully insured or self-insured for liability coverage. The County must obtain and maintain during the entire term of this Management Agreement, general liability and vehicle liability coverage, and workers' compensation benefits, with coverages as follows:

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

Per occurrence.....\$1,000,000

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

Bodily Injury Liability per Person..... \$100,000

Bodily Injury Liability per Occurrence ..... \$300,000

Property Damage Liability..... \$100,000

- or -

Combined Single Limit.....\$500,000

c. Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Employers Liability with the following minimum limits and coverage:

Bodily Injury.....\$500,000

Disease.....\$500,000

Policy Limit.....\$500,000

d. The County agrees to provide documentation to the District from its insurance carrier, or on the County's letterhead, that the above insurance is in effect, and written confirmation of the continued existence thereof, upon request by the District throughout the term of this Management Agreement.

e. The District must receive at least five (5) days prior written notice of any material change, cancellation, or claim that would affect the required coverage.

f. Certificates of insurance verifying general liability, vehicle liability, and workers' compensation, and any other line of coverage specifically relevant to this Management Agreement, are required from any contractor or subcontractor, in equal or greater amount, who performs services for the County pursuant to this Management Agreement and will name the District as an additional insured.

**16. Default and Termination:** Either party may terminate this Management Agreement upon the other party's failure to comply with any term or condition of this Management Agreement, as long as the terminating party is not also in default of any term or condition of this Management Agreement. To initiate termination, the terminating party must provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within ninety (90) days after receiving the Notice of Termination, this Management Agreement will automatically terminate. All equipment, buildings, facilities or other permanent fixtures or structures present on Property will become the property of the District upon termination, unless otherwise agreed to by the parties in writing. Upon termination of this Management Agreement, all obligations of the parties under this Management Agreement will cease and the parties will have no further obligations to each other.

**17. Liability:** The County agrees to indemnify and hold the District harmless, to the extent allowed under Section 768.28, F.S., for all claims, loss, damage, and expense, including attorney fees and costs, and attorney fees and costs on appeal, arising from the negligent acts or omissions of the County's officers, employees, contractors, and agents related to the County's performance under this Management Agreement. This provision does not constitute a waiver of either the County's or the District's sovereign immunity or extend the limits of liability beyond the limits established in Section 768.28, F.S. This provision will survive the expiration or termination of this Management Agreement.

**18. Works of the District:** The parties hereto expressly acknowledge and agree that the District reserves the right to operate, use, and maintain the Property and the improvements thereon for the primary purposes of water management and water supply, which rights are paramount and superior to the uses authorized by this Management Agreement, and the parties hereto recognize that said Management Agreement uses are subordinate thereto.

**19. Recording:** This Management Agreement will not be recorded but may be filed with the Clerk of the Circuit Court serving as the Clerk to the Hillsborough County Board of County Commissioners.

**20. Documents:** The following documents are attached and made a part of this Management Agreement: **Exhibits "A" and "B."** In the event of a conflict of contract terminology, priority will

first be given to the language in the body of this Management Agreement.

**21. Notices:** Any and all notices, requests, or other communications relating to this Management Agreement, or the performance of the parties hereto, will be deemed to have been duly given, if in writing, and if transmitted by hand delivery with receipt therefore, overnight delivery, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first-class postage prepaid. Such written notice will be addressed as follows:

To the County: Hillsborough County Conservation and Environmental Lands Management  
Department  
601 E. Kennedy Boulevard, 24<sup>th</sup> Floor  
Tampa, Florida 33602  
Attention: Director

With copies to: Hillsborough County Facilities Management and Real Estate Services  
Department  
601 E. Kennedy Boulevard, 23<sup>rd</sup> Floor  
Tampa, Florida 33602  
Attention: Director

To the District: Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899  
Attention: Real Estate Manager

**22. Effective Date:** This Management Agreement will be effective upon the date of approval of both the Board of County Commissioners of Hillsborough County and the Southwest Florida Water Management District, whichever is later.

**23. Binding Effect:** This Management Agreement will be binding upon and inure to the benefit of the parties hereto, and their successors, and assigns.

**24. Law Compliance:** Each party will comply with all applicable federal, state, and local laws, rules, regulations, and guidelines, related to performance under this Management Agreement.

**25. Amendments:** This Management Agreement may be amended in writing by mutual consent of the District and the County.

**26. Availability of Funds:** The obligations of the County under this Management Agreement are subject to the availability of funds lawfully appropriated for such purposes by the Board of County Commissioners, or the availability of funds through contract or grant programs. In the event that such funds are not appropriated or are terminated during the term of this Management

Agreement, the County or the District will have the option of terminating this Management Agreement and all covenants and obligations hereunder, by providing thirty (30) days written notice to the other party.

**27. Nonwaiver:** No provision, term, or condition of this Management Agreement will be construed as a waiver by the County or the District of any rights provided for by any provision of law, including but not limited to Section 768.28, Florida Statutes.

**28. Severability:** If any term, covenant, or condition of this Management Agreement or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Management Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be effected thereby and each term, covenant, and condition of this Management Agreement will be valid and enforced to the fullest extent permitted by law.

**29. Survivability:** Any term, condition or obligation that requires performance by either party subsequent to the termination of this Management Agreement will remain enforceable against such party subsequent to termination.

**30. Headings:** The headings used in this Management Agreement are for convenience only and are not intended to imply or restrict application.

**31. Counterparts and Authority to Sign:** The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature. Each person signing this Management Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Management Agreement.

**32. Entire Agreement:** This Management Agreement and the attached exhibits constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Management Agreement. In the event of a conflict of contract terminology between the attached exhibits and the body of this Management Agreement, priority will first be given to the language in the body of this Management Agreement.

**IN WITNESS WHEREOF**, this Management Agreement has been executed by and on behalf of the County by its Chair of the Board of County Commissioners, and the seal of the County affixed hereto, and attested by the Clerk of the Board of County Commissioners.

Attest: **Cindy Stuart**  
Clerk of Circuit Court

**HILLSBOROUGH COUNTY**, a political  
subdivision of the State of Florida

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

By: \_\_\_\_\_  
Patricia Kemp, Chair  
Board of County Commissioners

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

BOCC Document No. \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ by Patricia Kemp, Chair of the Hillsborough County Board of County Commissioners, and by \_\_\_\_\_, Deputy Clerk, who are personally known to me.

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

\_\_\_\_\_  
Print/Type Notary Name

Commission Number: \_\_\_\_\_

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Vivian Arenas-Battles, Senior Assistant County Attorney

**IN WITNESS WHEREOF**, this Management Agreement has been executed by and on behalf of the District by its representatives and its corporate seal to be affixed hereto.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
Kelly S. Rice, Chair

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ by Kelly S. Rice, Chair of the Governing Board of the Southwest Florida Water Management District, who is personally known to me.

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

\_\_\_\_\_  
Print/Type Notary Name

Commission Number: \_\_\_\_\_

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Office of General Counsel

**SOUTHWEST FLORIDA WATER MANAGEMENT  
DISTRICT**

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ by Michelle Williamson, Secretary of the Governing Board of the Southwest Florida Water Management District, who is personally known to me.

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

\_\_\_\_\_  
Print/Type Notary Name

Commission Number: \_\_\_\_\_

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

Exhibit A  
MANAGEMENT AGREEMENT BETWEEN THE BOARD OF  
COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY  
AND THE SOUTHWEST FLORIDA WATER MANAGEMENT  
DISTRICT FOR MANAGEMENT AND USE OF THE HARNEY  
PARK

Legal Description Parcel 13-136-144X (Hillsborough County Park Site)

That part of the Southeast 1/4 of SECTION 25, TOWNSHIP 28 SOUTH, RANGE 19 EAST, Hillsborough County, Florida, lying easterly of U.S. Highway 301 and southerly of the Waters of the Harney Canal (C-136) and that part of the Southwest 1/4 of SECTION 30, TOWNSHIP 28 SOUTH, RANGE 20 EAST, Hillsborough County, Florida, lying southwesterly of the Waters of the Harney Canal (C-136) and westerly of the Waters of the Tampa Bypass Canal (C-135), described as follows:

Commence at the southeast corner of southeast 1/4 of section 25, township 28 south, range 19 east for the **POINT OF BEGINNING**; thence N 89°51'06" W, along the south boundary line of said southeast 1/4 of section 25, a distance of 351.45 feet; thence leaving said south boundary line, N00°20'20" E a distance of 698.25 feet; thence N76°08'24"W a distance of 230.56 feet, to the easterly right-of-way line of U.S. Highway 301; thence northeasterly along said easterly right-of-way line, 175.04 feet along the arc of a curve to the right having a radius of 5661.58 feet, central angle of 01°46'17" and a chord bearing and distance of N14°06'12" E, 175.03 feet to the southeasterly and southerly waters of the Harney Canal and Tampa Bypass Canal; thence along said waters S76°08'24"E 249.85 feet; thence continue along said waters southeasterly 822.64 feet along the arc of a curve to the right having a radius of 900.00 feet, central angle of 52°22'16" and a chord bearing and distance of S49°30'28" E, 749.30 feet; thence continue along said waters S00°08'07"W a distance of 351.96 feet to the intersection with the south line of the southwest 1/4 of section 30, township 28 south, range 20 east; thence N89°22'34"W along said south line a distance of 317.31 feet to the point of beginning.

The above-described lands containing 11.65 acres

Approved for use by the Survey Section 07/14/2021, W.O. 21-112.

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Exhibit A, Continued  
Graphic presentation of Parcel Number  
13-136-144X

Hillsborough County Park Site  
Sections 25, Township 28 South, Range 19 East and 30,  
Township 28 South, Range 20 East Hillsborough County,  
Florida



1 inch = 200 feet

Date: 7/19/2021



Notes:

1. This is not a survey.
2. Current imagery of 2020.
3. Graphic presentation is based on the District GIS basemap.
4. Work order 21-112
5. Intended plot size 11" x 17".

Legend


 13-136-144X



Exhibit B

**MANAGEMENT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
HILLSBOROUGH COUNTY AND THE SOUTHWEST FLORIDA WATER MANAGEMENT  
DISTRICT FOR THE MANAGEMENT AND USE OF THE TAMPA BYPASS CANAL /HARNEY  
PARK SWF PARCEL NO. 13-136-144X**



**CONSENT AGENDA**

**December 14, 2021**

**Regulation Committee: Water Use Permit No. 20020999.000 – Hudson Land / Hudson Land & Cattle, LLC – Charlotte County**

This is a new water use permit for agricultural use. This permit authorizes an annual average quantity of 2,199,800 gallons per day (gpd), a drought annual average quantity of 2,430,400, and a peak month quantity of 3,600,000 gpd for the irrigation of 882 acres of sod. Quantities are based on the District's irrigation allotment calculation program, AGMOD. Peak month demand for this project is 5,635,900 gpd, but will be limited to 3,600,000 gpd to prevent impacts to the Verna Wellfield. The acreage associated with this permit was previously part of Water Use Permit No. 20004589 which has been modified to remove the associated acreage. This permit is located within the Southern Water Use Caution Area (SWUCA). Sources of alternative water supply (AWS) are not available to the Permittee at this time.

Special Conditions on the permit will include those that require the Permittee to report monthly meter readings, perform meter accuracy checks every five years, submit annual crop reports, implement water conservation and best management practices, provide an update to the Conservation Plan at permit midterm, evaluate the feasibility of using reclaimed water upon request, modify the permit upon incorporation of an AWS, comply with the permitted quantities, provide an overpumpage report upon request and comply with the SWUCA recovery strategy.

The permit application meets all Conditions for Issuance in Chapter 40D-2, F.A.C.

**Staff Recommendation:**

Approve the proposed permit attached as an exhibit.

**Presenter:**

Darrin W. Herbst, P.G., Bureau Chief, Water Use Permit Bureau



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE PERMIT  
Individual  
PERMIT NO. 20 020999.000**

**PERMIT ISSUE DATE:** December 14, 2021

**EXPIRATION DATE:** December 14, 2041

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

**TYPE OF APPLICATION:** New

**GRANTED TO:** Hudson Land & Cattle / Attn: Larry Hudson  
10780 Sw Madison Ave  
Attn: Mr. Aaron Hudson  
Arcadia, FL 34268

**PROJECT NAME:** Hudson Land

**WATER USE CAUTION AREA(S):** SOUTHERN WATER USE CAUTION AREA

**COUNTY:** Charlotte

**TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)**

ANNUAL AVERAGE	2,199,800 gpd
PEAK MONTH <sup>1</sup>	3,600,000 gpd
DROUGHT ANNUAL AVERAGE <sup>2</sup>	2,430,400 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.

**ABSTRACT:**

This is a new water use permit for agricultural use. This permit authorizes an annual average quantity of 2,199,800 gallons per day (gpd), a drought annual average quantity of 2,430,400 and a peak month quantity of 3,600,000 gpd for the irrigation of 882 acres of sod. Quantities are based on the District's irrigation allotment calculation program, AGMOD. Peak month demand for this project is 5,635,900 gpd, but will be limited to 3,600,000 gpd due to potential impacts to the Verna Wellfield. This permit is located within the Southern Water Use Caution Area (SWUCA). Sources of alternative water supply (AWS) are not available to the Permittee at this time.

Special Conditions on the permit will include those that require the Permittee to report monthly meter readings, perform meter accuracy checks and provide test results every five years, submit annual crop reports, implement water conservation and best management practices, provide an update to the Conservation Plan at permit midterm, evaluate the feasibility of using reclaimed water upon request, modify the permit upon incorporation of an AWS, comply with the permitted quantities, provide an overpumpage report upon request and comply with the SWUCA recovery strategy.

**WATER USE TABLE (in gpd)**

<b><u>USE</u></b>	<b><u>ANNUAL AVERAGE</u></b>	<b><u>PEAK MONTH</u></b>	<b><u>DROUGHT ANNUAL AVERAGE</u></b>
Agricultural	2,199,800	3,600,000	2,430,400

**USES AND IRRIGATION ALLOCATION RATE TABLE**

<b><u>CROP/USE TYPE</u></b>	<b><u>IRRIGATED ACRES</u></b>	<b><u>IRRIGATION METHOD</u></b>	<b><u>STANDARD IRRIGATION RATE</u></b>	<b><u>DROUGHT IRRIGATION RATE</u></b>
Sod	789.94	Seepage Without Plastic	33.50"/yr.	37.02"/yr.
Sod	92.64	Center Pivot	33.50"/yr.	37.02"/yr.

**WITHDRAWAL POINT QUANTITY TABLE**

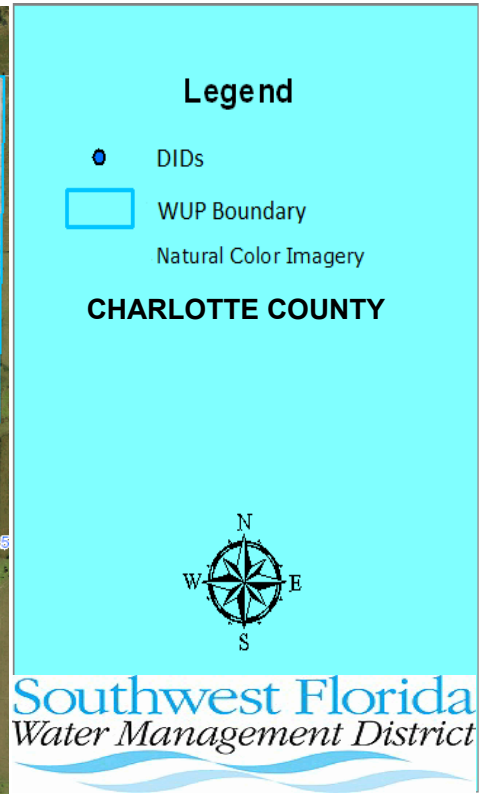
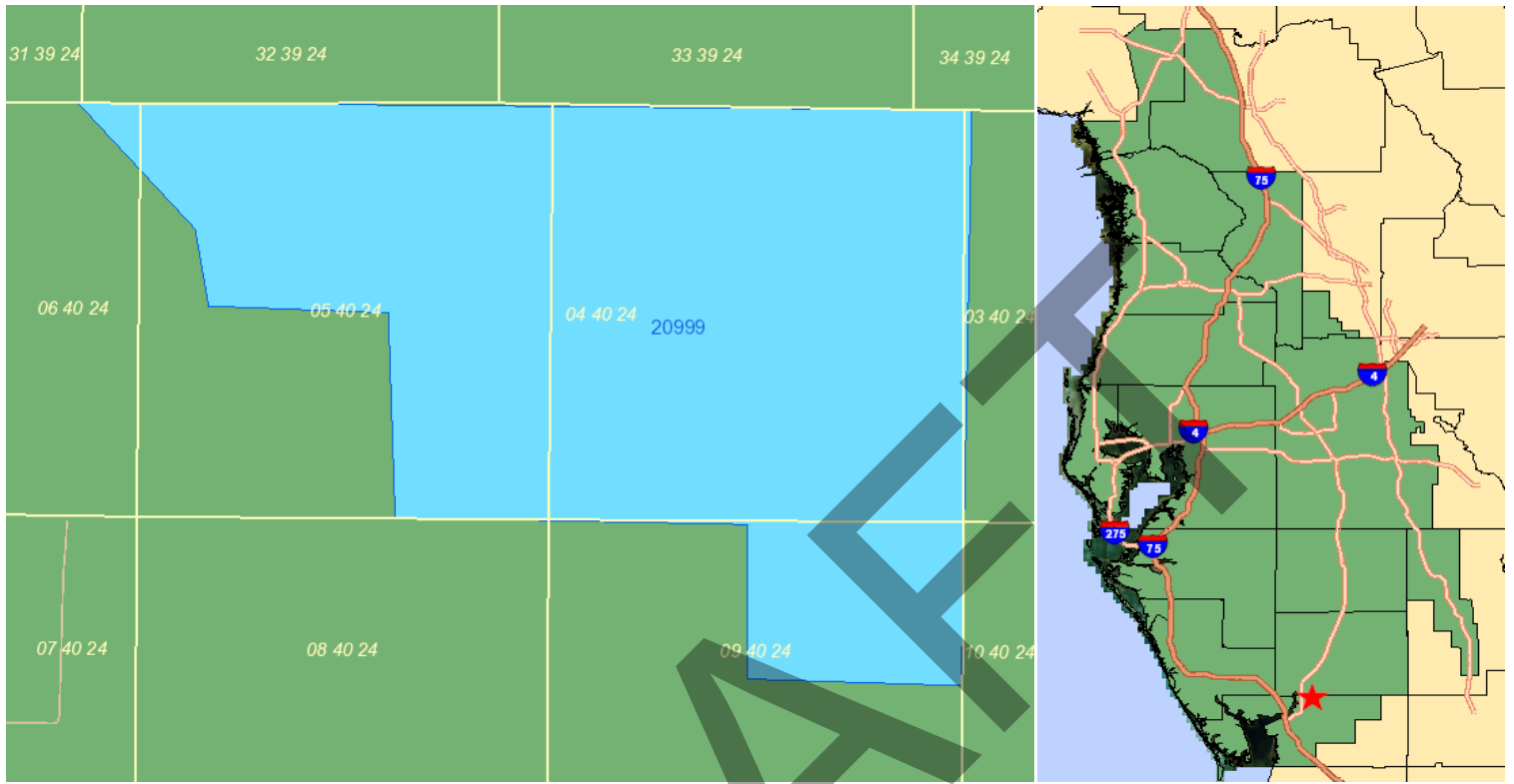
Water use from these withdrawal points are restricted to the quantities given below :

<b><u>I.D. NO. PERMITTEE/ DISTRICT</u></b>	<b><u>DIAM (in.)</u></b>	<b><u>DEPTH TTL./CSD.FT. (feet bls)</u></b>	<b><u>USE DESCRIPTION</u></b>	<b><u>AVERAGE (gpd)</u></b>	<b><u>PEAK MONTH (gpd)</u></b>
20 / 20	14	1,200 / 680	Irrigation	256,600	400,000
21 / 21	14	1,200 / 700	Irrigation	753,100	1,200,000
22 / 22	14	1,200 / 700	Irrigation	401,200	660,000
23 / 23	14	1,200 / 700	Irrigation	132,700	290,000
24 / 24	14	1,320 / 727	Irrigation	349,100	500,000
25 / 25	14	1,200 / 700	Irrigation	208,900	350,000
26 / 26	14	1,200 / 700	Irrigation	98,200	200,000

**WITHDRAWAL POINT LOCATION TABLE**

<b><u>DISTRICT I.D. NO.</u></b>	<b><u>LATITUDE/LONGITUDE</u></b>
20	27° 02' 03.37"/81° 55' 17.49"
21	27° 01' 39.34"/81° 54' 39.54"
22	27° 02' 04.97"/81° 55' 53.40"
23	27° 01' 13.11"/81° 55' 45.70"
24	27° 02' 01.66"/81° 54' 37.18"
25	27° 01' 11.30"/81° 54' 28.19"
26	27° 01' 39.36"/81° 55' 11.57"

**Location Map**  
**Hudson Land & Cattle / Attn: Larry Hudson**  
**WUP No. 20 020999.000**



**STANDARD CONDITIONS:**

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

**SPECIAL CONDITIONS:**

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center ([www.swfwmd.state.fl.us/permits/epermitting/](http://www.swfwmd.state.fl.us/permits/epermitting/)) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District  
Tampa Service Office, Water Use Permit Bureau  
7601 U.S. Hwy. 301 North  
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.  
(499)

2. The Permittee shall construct the proposed well(s) according to the surface diameter and casing depth specifications below. The casing depth specified is to prevent the unauthorized interchange of water between different water bearing zones. The total depth listed below is an estimate, based on best available information. However, since this well is located in an area where water quality can be poor, it is the well driller's responsibility to measure specific conductivity of the well water during construction, in **20 ft** intervals once casing is set. The open hole interval of the well can only be advanced if the specific conductivity does not exceed 1000 microSiemens/centimeter and sampling of specific conductivity occurs in **20 foot** intervals. Such sampling is necessary to ensure that the well does not encounter water of a quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause impacts to area surface waters or induce salt water intrusion. Specific conductivity readings must be recorded and submitted to the District. District staff are available to assist and verify readings during well construction and to receive water quality results. Please contact the Data Collection Bureau at (813) 985-7481 ext. 2102, 48 hours prior to initiation of well construction and specify at that time if assistance is needed in collecting specific conductivity measurements.

District ID No. 21, 22, 23, 25 and 26 Permittee ID No. 21, 22, 23, 25 and 26 having a surface diameter of 14 inches, with a minimum casing depth of 700 feet, drilled to an estimated total depth of 1200 feet.

1. Regardless of the maximum depth specified above, it is the well driller's responsibility to cease drilling when the specific conductivity of the ground water reaches 1,000 microSiemens/centimeter.
2. The casing shall be continuous from land surface to the minimum depth stated above.
3. All well casing (including liners and/or pipe) must be sealed to the depth specified above.
4. The proposed well(s) shall be constructed of materials that are resistant to degradation of the casing/grout due to interaction with the water of lesser quality. A minimum grout thickness of two (2) inches is required on wells four (4) inches or more in diameter.
5. A minimum of twenty (20) feet overlap and two (2) centralizers is required for Public Supply wells, and all wells six (6) inches or more in diameter.
6. The finished well casing depth shall not vary from these specifications by greater than ten (10)

percent unless advance approval is granted by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.

7. The finished well total depth shall not exceed the maximum total depth unless advance approval is granted by either the Water Use Permit Bureau Chief, or the Well Construction Section Manager, and the specific conductivity is less than 1,000 microSiemens/centimeter.

8. Advance approval from the Water Use Permit Bureau Chief is necessary should the Permittee propose to change the well location or casing diameter.  
(263)

3. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
4. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
5. This specific permit is issued with the understanding that the Permittee shall implement Best Management Practices (BMPs), which will result in elimination of off-site discharge of lower quality irrigation water to the greatest extent practicable. This is required to avoid contribution by this permitted site to the water quality degradation within the Shell Creek and Prairie Creek watersheds, and to assist in improvement in water quality of the City of Punta Gorda's Shell Creek Reservoir.(322)
6. The District has determined that direct and indirect run-off of irrigation water into Shell Creek and Prairie Creek have contributed to water quality degradation in a Class I waterway that serves as a public supply source for an existing legal water user, the City of Punta Gorda. Degradation of the City's reservoir has occurred to such an extent that the concentration of several constituents has exceeded secondary drinking water standards in the past. To avoid further degradation of the reservoir and to improve water quality, such that it is consistent with Class I water quality standards, the Permittee shall continue to improve the management of irrigation water by reducing or eliminating off-site discharge of lower quality irrigation water. At the time of issuance of this permit the District is addressing off-site discharge and attempting to resolve the aforementioned adverse impacts through cooperative and collaborative measures with Permittees, changes in irrigation management practices, and other methods. If the effectiveness of these measures is determined to be insufficient to resolve these adverse impacts and irrigation management practices on this site appear to contribute to these continued impacts, the District may seek to modify this permit in accordance with applicable law.(327)
7. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices.  
(331)
8. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)
9. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.



(427)

10. The Permittee shall immediately implement the District-approved water conservation plan dated October 13, 2021 that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted November 1, 2031.(449)
11. The Permittee shall investigate the feasibility of increasing the use of or using reclaimed water for irrigation when notified by the District that reclaimed water may be available in sufficient supply to be utilized for this permit. The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of reclaimed water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall include a date when the reclaimed water will be available and shall indicate a proposed reduction in permitted quantities. If the permit application is not submitted by the Permittee, the District may reduce, following notice to the Permittee, the quantities authorized with this permit to account for the availability of reclaimed water. (458)
12. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for annual crops for each permitted irrigation withdrawal point, District ID No(s). 20, 21, 22, 23, 24, 25 and 26, Permittee ID No(s). 20, 21, 22, 23, 24, 25 and 26:
  1. Crop type,
  2. Irrigated acres,
  3. Irrigation method (NTBWUCA only),
  4. Dominant soil type per crop or the number of acres per crop on that dominant soil type, and
  5. If used, quantities used for crop protection.This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year. (474)
13. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
14. The Permittee shall submit a copy of the well completion reports to the District's Water Use Permit Bureau, within 30 days of each well completion.(583)
15. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
16. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
17. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID No(s). 21, 22, 23, 25 and 26, Permittee ID No(s). 21, 22, 23, 25 and 26. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall

be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(718)

18. The following existing, but previously un-metered withdrawal facilities shall be metered upon permit issuance: District ID No(s). 20 and 24, Permittee ID No(s). 20 and 24. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(720)
19. Upon initiation of the construction of the well(s) listed below, the Permittee shall notify the Data Collection Bureau at (813) 985-7481 or 800-836-0797, extension 2102. Upon reaching the estimated total depth(s) listed below for the wells listed below, a water-quality sample shall be collected by District Staff for laboratory analysis. The sample shall be collected during reverse air drilling, or other appropriate method with prior approval by the Water Use Permit Bureau Chief, which will allow representative samples to be collected. The sample shall be analyzed by the District's certified laboratory for specific conductivity, chloride, sulfate and total dissolved solids. Reports of the analyses will be submitted to the Permittee upon completion.  
  
District ID No. 21, 22, 23, 25 and 26 / Permittee ID No. 21, 22, 23, 25 and 26, at estimated total depth of 1,200 feet(754)
20. The permittee is eligible for water conserving credits on November 1, 2031 through the submittal of a Letter Modification Application." The Permittee must be in compliance with all permit conditions and have submitted all appropriate seasonal and annual crop reporting forms to be eligible for the additional water conserving credits. The available water conserving credit quantity will be equal to twice the difference between the 5-in-10 and 2-in-10 irrigation requirements as determined by AGMOD. (1027)

40D-2  
Exhibit A

**WATER USE PERMIT STANDARD CONDITIONS**

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
  - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - B. Damage to crops and other vegetation causing financial harm to the owner; and
  - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
  - A. A reduction in water levels which impairs the ability of a well to produce water;
  - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B  
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at [www.swfwmd.state.fl.us/permits/epermitting/](http://www.swfwmd.state.fl.us/permits/epermitting/) or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
  - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
  - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
  - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
  - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
  - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
  - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
  - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
  - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

#### FLOW METER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
  - A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
  - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
  - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
  - D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
  - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

\* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
  - A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
  - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
  - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
  - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.
3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
  - A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website ([www.watermatters.org](http://www.watermatters.org)) under "ePermitting and Rules" for Water Use Permits.

- B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

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Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

**CONSENT AGENDA**

**December 14, 2021**

**General Counsel's Report: Corrected Deed of Conservation Easement for Horse Creek Mitigation Bank - Environmental Resource Permit No. 43041539.000 - DeSoto County**

On October 3, 2016, the District issued Environmental Resource Permit (ERP) No. 43041539.000 (Permit) to EIP Credit Co., LLC (Permittee), authorizing the establishment of a mitigation bank known as the Horse Creek Mitigation Bank (Project), located in DeSoto County, Florida. The owner of the property constituting the Project is EIP Florida, LLC (EIP), which is a related entity of the Permittee. The rules governing mitigation banks required EIP to grant a Conservation Easement (CE) over the Project to the District and the Florida Department of Environmental Protection (FDEP). On July 22, 2019, EIP granted a CE over the Project to the District and FDEP.

Permittee recently submitted an ERP application requesting the release of credits for the Project. During the review of this application, it was discovered that there were errors in the survey that was used to create the legal description for the interest conveyed to the District in the CE. The ERP application cannot be processed until the legal description is corrected. As a result, the CE must be modified to include the correct legal description. This will be done via a Corrected Deed of Conservation Easement. Because the Corrected Deed of Conservation Easement is altering an interest in land previously conveyed to the District, the District must join in with EIP in executing the instrument. FDEP will also execute the Corrected Deed of Conservation Easement once the District has executed the instrument. The Corrected Deed of Conservation Easement is provided for the Governing Board's review as an exhibit to this recap.

**Staff Recommendation:**

Approve, accept, and execute the attached Corrected Deed of Conservation Easement for the Horse Creek Mitigation Bank.

**Presenter:**

Adrienne E. Vining, Assistant General Counsel



Prepared by:  
Jorge Diaz-Silveira, Esq.  
Hogan Lovells US LLP  
600 Brickell Avenue, Suite 2700  
Miami, FL 33131

Return original or certified recorded document to:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34604

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## **Corrected Deed of Conservation Easement for Mitigation Banks with Third Party Beneficiary Rights to the U.S. Army Corps of Engineers**

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**THIS CORRECTED DEED OF CONSERVATION EASEMENT** ("Corrected Deed") is given as of 22<sup>nd</sup> day of July, 2019, by EIP Florida, LLC ("Grantor") whose mailing address is 5550 Newbury St, Suite B, Baltimore, MD 21209 to the Florida Department of Environmental Protection and the Southwest Florida Water Management District ("Grantees") with third party enforcement rights to the U.S. Army Corps of Engineers ("Corps") ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantees" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

### **WITNESSETH**

**WHEREAS**, on or about July 22, 2019, the Grantor conveyed to Grantees a certain *Deed of Conservation Easement for Mitigation Banks with Third Party Beneficiary Rights to the U.S. Army Corps of Engineers*, as recorded in the Official Records of DeSoto County, Florida, as Instrument No. 201914004945 (the "Original Conservation Easement"); and

**WHEREAS**, the Original Conservation Easement, including all exhibits and the defined/capitalized terms contained therein, is incorporated in this Corrected Deed by reference unless specifically addressed herein; and

**WHEREAS**, Grantor desires to correct the Original Conservation Easement with respect to minor discrepancies in the legal description of the Property and Conservation Easement Area in the Original Conservation Easement; and

**WHEREAS**, the Grantor and Grantees intend to ratify the Original Conservation Easement other than the changes herein; and

**WHEREAS**, Grantees have determined that this Corrected Deed will not adversely affect the overall purposes of the Original Conservation Easement; and

**WHEREAS**, subsection 704.06(4), Florida Statutes, provides that the holder of a conservation easement may release a conservation easement and so by extension the holder of a conservation easement may modify a conservation easement.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by Grantor and Grantees, Grantor and Grantees mutually agree as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated herein by reference.
2. **Correction of the Original Conservation Easement.** Grantor and Grantees agree to the following correction to the Original Conservation Easement as it relates to the legal description:

a. Exhibit B (Legal Description and Sketch of Conservation Easement Area) of the Original Conservation Easement is deleted in its entirety and shall be replaced by Appendix A hereto.

3. **Reaffirmation.** Except as specifically set forth herein, all provisions of the Original Conservation Easement shall remain unchanged and in full force and effect.

4. **Recordation.** Grantor shall record this Corrected Deed in a timely fashion in the Official Records of DeSoto County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Corrected Deed in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Corrected Deed in the public records.

5. **Entire Agreement.** This Corrected Deed contains the entire agreement of Grantor and Grantees as to the modification of the Original Conservation Easement to correct the legal description of the Property and Conservation Easement Area. Except as modified by this Corrected Deed, the Original Conservation Easement is hereby ratified and confirmed. In the event of conflict between the Original Conservation Easement and this Corrected Deed, this Corrected Deed shall control.

6. **Successors.** The covenants, terms, conditions and restrictions of this Corrected Deed shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the property described in the Original Conservation Easement as modified by the Corrected Deed.

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

**IN WITNESS WHEREOF**, EIP Florida, LLC ("Grantor") has hereunto set its authorized hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**EIP FLORIDA, LLC,**  
a Delaware Limited Liability Company

By: \_\_\_\_\_  
(Signature)

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

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

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, by means of ☐ physical presence or ☐ online notarization, \_\_\_\_\_, the person who subscribed to the foregoing instrument, as the \_\_\_\_\_ (title), of \_\_\_\_\_ ☐ (corporation), a Florida corporation, or ☐ \_\_\_\_\_ (choose one) acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ \_\_\_\_\_ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a \_\_\_\_\_ (state) driver's license as identification.

N WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT** ("Grantee") hereby acknowledges, agrees and accepts the Corrected Deed of Conservation Easement for Mitigation Banks with Third Party Beneficiary Rights to the U.S. Army Corps of Engineers hereunto this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Kelly S. Rice, Chairman

Attest: \_\_\_\_\_  
Michelle Williamson, Secretary

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Kelly S. Rice as Chairman of the Southwest Florida Water Management District, who ☐ is personally known to me OR ☐ has produced \_\_\_\_\_, as identification.

(Affix notarial seal)

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** ("Grantee") hereby acknowledges, agrees and accepts the Corrected Deed of Conservation Easement for Mitigation Banks with Third Party Beneficiary Rights to the U.S. Army Corps of Engineers hereunto this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(Signature)

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

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

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the Florida Department of Environmental Protection, who ☐ is personally known to me OR ☐ has produced \_\_\_\_\_, as identification.

(Affix notarial seal)

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

**EXHIBIT B**

[LEGAL DESCRIPTION OF CONSERVATION EASEMENT AREA]

**HORSE CREEK LANDS**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF DESOTO, LYING IN SECTIONS 20 AND 29, TOWNSHIP 38 SOUTH, RANGE 23 EAST, BEING A PART OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 238, PAGE 846 DESOTO COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, AS DESCRIBED IN OFFICIAL RECORDS BOOK 533, PAGE 2557, SAID DESOTO COUNTY PUBLIC RECORDS; THENCE S.89°34'39"E. ALONG THE NORTH LINE OF SAID SECTION 20 AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557 FOR 407.75 FEET; THENCE S.00°19'13"W. ALONG THE EAST LINE OF THE PARCEL AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557 FOR 1859.04 FEET TO THE POINT OF BEGINNING; THENCE S.85°56'24"E. FOR 0.83 FEET; THENCE S.86°55'56"E. FOR 16.57 FEET; THENCE S.83°17'06"E. FOR 1342.96 FEET; THENCE S.83°41'44"E. FOR 17.15 FEET; THENCE S.82°54'15"E. FOR 294.43 FEET; THENCE S.02°51'29"W. FOR 15.77 FEET; THENCE S.01°51'31"E. FOR 52.88 FEET; THENCE S.11°32'31"E. FOR 16.84 FEET; THENCE S.15°47'56"E. FOR 1541.29 FEET; THENCE S.05°34'08"E. FOR 16.43 FEET; THENCE S.06°29'34"E. FOR 6.42 FEET; THENCE S.04°48'58"E. FOR 5.41 FEET; THENCE S.05°51'55"E. FOR 16.58 FEET; THENCE S.09°06'20"W. FOR 80.96 FEET; THENCE S.68°49'06"E. FOR 614.99 FEET; THENCE S.20°52'30"E. FOR 361.19 FEET; THENCE S.79°09'10"E. FOR 200.00 FEET; THENCE S.69°17'54"E. FOR 453.08 FEET; THENCE S.13°29'17"E. FOR 207.54 FEET; THENCE S.76°51'59"E. FOR 169.05 FEET; THENCE S.44°21'51"E. FOR 236.74 FEET; THENCE S.25°05'49"E. FOR 80.54 FEET; THENCE S.13°57'09"W. FOR 57.23 FEET; THENCE S.75°52'33"E. FOR 37.70 FEET; THENCE S.75°17'09"E. FOR 16.64 FEET; THENCE S.75°45'57"E. FOR 615.33 FEET; THENCE S.75°49'48"E. FOR 608.82 FEET; THENCE S.73°28'54"E. FOR 91.06 FEET; THENCE S.01°21'55"W. FOR 461.65 FEET; THENCE S.56°06'00"W. FOR 347.24 FEET; THENCE S.29°56'50"W. FOR 129.05 FEET; THENCE S.14°29'57"W. FOR 461.82 FEET; THENCE S.27°57'37"E. FOR 92.41 FEET; THENCE S.00°00'00"W. FOR 167.47 FEET; THENCE N.88°23'53"E. FOR 139.46 FEET; THENCE N.88°05'51"E. FOR 159.90 FEET; THENCE S.01°01'47"W. FOR 1312.26 FEET; THENCE N.75°28'48"W. FOR 1592.71 FEET; THENCE N.79°25'10"W. FOR 1162.75 FEET; THENCE N.71°50'27"W. FOR 65.13 FEET; THENCE N.33°14'20"W. FOR 320.43 FEET; THENCE N.52°37'22"W. FOR 929.84 FEET; THENCE N.15°21'24"E. FOR 611.67 FEET; THENCE N.71°35'39"W. FOR 1566.90 FEET TO THE EAST LINE OF THE PARCEL AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557; THENCE N. 00°37'40"E. ALONG SAID EAST LINE FOR 270.18 FEET; THENCE N.00°19'13"E. ALONG SAID EAST LINE FOR 3469.85 FEET TO THE POINT OF BEGINNING. ASSUMED NORTH BASED ON THE NORTH LINE OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 23 EAST AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 533, PAGE 2557, WHICH BEARS S.89°34'39"E.

**CONSENT AGENDA**

**December 14, 2021**

**Executive Director's Report: Approve Governing Board Minutes - November 16, 2021**

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING  
TUESDAY, NOVEMBER 16, 2021 – 9:00 A.M.  
7601 US 301 NORTH, TAMPA, FL 33637  
(813) 985-7481**

**MINUTES**

**Board Members Present**

Joel Schleicher, Vice Chair\*  
Ed Armstrong, Treasurer (Acting Chair)  
Michelle Williamson, Secretary  
Jack Bispham, Member  
Seth Weightman, Member  
John Mitten, Member  
Ashley Bell Barnett, Member  
William Hogarth, Member

\*Attended via electronic media

**Board Members Absent**

Kelly Rice, Chair  
John E. Hall, Member

**Staff Members**

Brian J. Armstrong, Executive Director  
Amanda Rice, Assistant Executive Director  
Chris Tumminia, General Counsel  
Brian Werthmiller, Inspector General  
John Campbell, Division Director  
Brian Starford, Division Director  
Michael Molligan, Division Director  
Jennette Seachrist, Division Director  
Michelle Hopkins, 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., November 16, 2021, at the Tampa Office, 7601 U.S. Highway 301 North, Tampa, FL 33637.

This meeting was available for live viewing through Internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at [WaterMatters.org](http://WaterMatters.org).

**1.1 Call to Order**

Acting Chair Ed Armstrong 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. Acting Chair Armstrong 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. To assure that all participants have an opportunity to speak, members of the public may submit a Request to Speak card to comment on agenda items only during the meeting. If someone wishes to address the Board on an issue not on the agenda, a Request to Speak card may be



submitted for comment during "Public Input." Acting Chair Armstrong 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.

Acting Chair Armstrong 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**

Secretary Michelle Williamson offered the invocation and led the Pledge of Allegiance.

**1.3 Employee Recognition**

Acting Chair Armstrong recognized staff member Darrin Herbst for 20 years of service.

**1.4 Additions/Deletions to Agenda**

Mr. Brian Armstrong, Executive Director, stated there were no additions or deletions to the agenda.

Acting Chair Armstrong stated a Request to Speak Card was received for the following agenda item:

**2.9 Authorization to Issue Administrative Complaint and Order - Unauthorized Activities - Lincolnshire Maximo, LLC - CT No. 412806 - Pinellas County**

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

Mr. David Ballard Geddes spoke against the use of reclaimed water.

**CONSENT AGENDA**

**Finance Committee**

**2.1 Approval of the District's Investment Policy**

Staff recommended the Board Approve and accept the recommended updates to the District's Policy.

**Resource Management Committee**

**2.2 Approve Use of the Pearce Drain/Gap Creek Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Manatee County (N759)**

Staff recommended the Board approve use of the Pearce Drain/Gap Creek Watershed Management Plan floodplain information to update Flood Insurance Rate Maps in Manatee County.

**2.3 Seminole Stormwater Master Plan Update and Infrastructure Assessment Project – Cooperator Lead Change**

Staff recommended the approval of the City taking the lead on this project which will change the risk level from a Type 4 to a Type 3 contract.

**2.4 Approve Use of the Bowlees Creek Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Manatee County (N809)**

Staff recommended the Board approve use of the Bowlees Creek Watershed Management Plan floodplain information to update Flood Insurance Rate Maps in Manatee County.

**Operations, Land and Resource Monitoring Committee**

**2.5 Sale of Easement to Duke Energy, Lake Tarpon Outfall Canal, SWF Parcel 16-001-157X**

Staff recommended the Board:

- Accept the offer of \$510.00; and
- Approve the Purchase/Sale Agreement and authorize the Executive Director to execute on behalf of the District; and
- Approve the Non-Exclusive Perpetual Easement and authorize the Chair and Secretary to Execute on behalf of the District; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

**2.6 Offer for Surplus Lands – Annutteliga Hammock (AH-4), SWF Parcel No. 15-228-2068S**

Staff recommended the Board:

- Accept the offer and authorize the Executive Director to sign the Contract for Sale and Purchase; and
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed; and
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon request of the buyer; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

**2.7 Green Swamp West Resident Security Lease, SWF Parcel No. 19-706-116X**

Staff recommended the Board approve, accept, and authorize the Governing Board Chair to sign the Lease Agreement for Green Swamp – West Tract - SWF Parcel No. 19-706-116X on behalf of the District.

**2.8 Easement for Lake Wales Ridge Monitoring Sites – SWF Parcel No. 20-020-101**

Staff recommended the Board approve the Easement Agreement and authorize the Executive Director to sign on behalf of the District.

**General Counsel's Report**

**~~2.9 Authorization to Issue Administrative Complaint and Order - Unauthorized Activities - Lincolnshire Maximo, LLC - CT No. 412806 - Pinellas County~~**

~~Staff recommended the Board:~~

- ~~• Authorize District staff to issue an Administrative Complaint and Order to Lincolnshire Maximo, LLC, to obtain compliance with District rules.~~
- ~~• Authorize District staff to initiate an action in Circuit Court against Lincolnshire Maximo, LLC, and any other necessary party, to recover a civil penalty or administrative fine, enforcement costs, litigation costs, and attorneys' fees, if appropriate.~~
- ~~• Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, if necessary.~~

**2.10 Approval of Consent Order between SWFWMD and Adamo-Orient Properties, LLC - Permit Condition Violations - Environmental Resource Permit No. 43007457.003 - CT No. 392513 - Hillsborough County**

Staff recommended the Board:

- Approve the Consent Order.
- Authorize District staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Consent Order, including filing any appropriate actions in circuit court, if necessary.

**2.11 Approval of Consent Order between SWFWMD and Waterside Recycling, LLC – Permit Condition Violations – Water Use Permit No. 20020900.000 – CT No. 414677 & 16200 – Charlotte County**

Staff recommended the Board:

- Approve the Consent Order.
- Authorize District staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Consent Order, including filing any appropriate actions in circuit court, if necessary.

**Executive Director's Report**

**2.12 Approve Governing Board Minutes - October 19, 2021**

Staff recommended the Board approve the minutes as presented.

**A motion was made and seconded to approve the Consent Agenda. The motion passed unanimously. (Audio - 00:11:12)**

**Recognition of Former Governing Board Member**

**3.1 Recognition of Former Governing Board Member Jeffery M. Adams**

Former Board Member Jeffrey M. Adams was recognized for his service on the Governing Board.

**Finance/Outreach and Planning Committee**

Acting Chair/Treasurer Ed Armstrong called the Committee meeting to order. (Audio - 00:14:56)

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

**4.2 Budget Transfer Report**

This item was for information only. No action was required.

**Resource Management Committee**

Board Member Seth Weightman called the Committee meeting to order. (Audio - 00:15:21)

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

**5.2 Citrus County Cambridge Green Septic to Sewer – Third Party Review (W432)**

Mr. Jay Hoecker, Water Supply Manager, presented information that included the project location, description, benefits, and costs. He provided an overview of the conclusions from the third-party review. Mr. Hoecker outlined the proposed project changes and additional costs. He explained the current cost estimates and a breakdown of the cost-share funding.

Board Member Jack Bispham asked if the District anticipates receiving future requests for additional project modifications with cost increases. Ms. Jennette Seachrist, Division Director, responded both the District and the Cooperator are aware of increasing construction costs. She stated this will be a topic for discussion at the January Board Workshop. Ms. Seachrist stated that there are approximately 30 ongoing third-party review projects, but some may not be considered feasible. She stated the cooperative funding agreement does state the cooperator is responsible for any additional non-budgeted costs associated with the project. Secretary Williamson asked for clarification of the third-party review timeline. Ms. Seachrist explained the process and cost increase guidelines.

Staff recommended the Board authorize continuation of the project and approve modification of the Cooperative Funding Agreement for the Citrus County Cambridge Greens Septic to Sewer Project (W432) to include:

- Increase of the Measurable Benefit from 240 septic tanks to 312 septic tanks.
- Increase of the Project Benefit from 2,370 lbs/yr TN removed to 3,211 lbs/yr TN removed.
- Increase in the total project cost from \$6,500,000 to \$10,243,000, with the District's share to remain \$1,450,500.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 00:29:50)

**5.3 Pasco County Hidden Lake/Yellow Lake Flood Protection Project (N967) – Approve Reducing the Project Scope and Budget to Eliminate the Third-Party Review**

Ms. Terese Power, Engineering and Watershed Management Manager, provided information which included background, project description, and preliminary design information. She provided a current status of the project and an explanation of increased costs and reduced project benefits.

Staff recommended the Board authorize staff to amend the project cooperative funding agreement to eliminate the third-party review and additional design tasks and reduce the total project budget to \$300,000 (District Share of \$150,000).

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 00:34:49)

**5.4 Tsala Apopka Golf Course Water Control Structure Modification Project - Funding Request for Construction Cost Increase**

Dr. Mark Fulkerson, Chief Professional Engineer, provided historical background that included information regarding the Withlacoochee River Watershed Initiative. He provided an overview of the Tsala Apopka Chain of Lakes and how the Withlacoochee River interacts with it. Dr. Fulkerson explained the operation of structures for the Chain of Lakes, focusing on the golf course structure, which is the main structure that controls flow between the chain of lakes. He explained the construction bid history and cost increase information.

Board Member Weightman asked how many other structures will be requiring repairs. Mr. Brian Starford, Division Director, responded that a capital improvement plan is being developed and will be discussed at the Board Workshop in January.

Staff recommended the Board approve the transfer of \$115,858 from the revised Indian Waters Septic to Sewer Phase 2 Project with the City of Crystal River (W430) to the Tsala Apopka Golf Course Water Control Structure Modification Project (C680).

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 00:47:53)

**Operations, Lands and Resource Monitoring Committee**

Board Member Jack Bispham called the Committee meeting to order. (Audio – 00:53:36)

**6.1 Consent Item(s) Moved to Discussion – None**

## **Regulation Committee**

Acting Chair Armstrong called the Committee meeting to order. (Audio – 00:53:52)

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

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

No denials were presented.

## **General Counsel's Report**

### **8.1 Consent Item(s) Moved to Discussion**

#### **2.9 Authorization to Issue Administrative Complaint and Order - Unauthorized Activities - Lincolnshire Maximo, LLC - CT No. 412806 - Pinellas County**

Ms. Allison Dhand, Staff Attorney, provided a timeline and background regarding an Administrative Complaint concerning flooding associated with the capping of an underground reinforced concrete pipe. She explained that in 2017, Lincolnshire Maximo (Maximo) conducted renovations to the marina and an existing seawall. During the renovations, Maximo located the pipe which ran from the upstream adjacent property owner, Marina Walk LLC., to the Maximo marina basin.

Mr. Larry Curtin, Holland & Knight, stated he is representing Lincolnshire Maximo, LLC., provided information and communications with the District. He disputed the notice of violation.

Mr. Chris Tumminia advised the Board that Maximo and Marina Walk are currently in litigation.

Board Member Weightman requested the Board be updated prior to initiation of any proposed litigation by the District. Mr. Tumminia responded in the affirmative.

Staff recommended the Board:

- Authorize District staff to issue an Administrative Complaint and Order to Lincolnshire Maximo, LLC, to obtain compliance with District rules.
- Authorize District staff to initiate an action in Circuit Court against Lincolnshire Maximo, LLC, and any other necessary party, to recover a civil penalty or administrative fine, enforcement costs, litigation costs, and attorneys' fees, if appropriate.
- Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, if necessary.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio - 01:02:43)

### **8.2 2021 Sunshine Law Presentation**

Ms. Rachel Peterkin, Senior Attorney, provided background concerning the creation of the Sunshine Law. She defined the law and provided an overview of requirements that must be observed. Ms. Peterkin stated that Board members are subject to this law and outlined the requirements that Board members must adhere to in order to maintain compliance. She stated that meetings must be open to the public and reasonably noticed. She provided examples of the types of communications that are considered meetings. Ms. Peterkin outlined what may be considered violations, penalties, and provided hypothetical examples. She explained the process of curing violations. She addressed violations of the law as related to social media and provided hypothetical examples.

This item was for information only. No action was required.

### **Committee/Liaison Reports**

#### **9.1 Environmental Advisory Committee**

Board Member Mitten provided highlights from the October 12 meeting. A written summary was provided.

#### **9.2 Well Drillers Advisory Committee**

Board Member Weightman provided highlights from the October 6 meeting. A written summary was provided.

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

#### **10.1 Executive Director's Report**

Mr. Brian Armstrong, Executive Director, stated the previously scheduled December Governing Board Workshop has been moved to the January 25 Board meeting.

Mr. Armstrong informed the Board that he and Board Member Mitten attended a press release conference with Governor DeSantis on November 9 at Weeki Wachee Springs. The State was awarded \$481 million for water quality improvement projects. Mr. Armstrong stated approximately \$144 million will be used to benefit water quality and springs within this District.

### **Chair's Report**

#### **11.1 Chair's Report**

Acting Chair Armstrong stated the next meetings are scheduled for December 14 in the Brooksville Office and January 25 in the Tampa Office.

Board Member Weightman expressed his appreciation for the Veteran's Day video that the District produced and posted on its website.

#### **11.2 Milestones**

A monthly summary of employee milestones was provided.

### **ADJOURNMENT**

The meeting adjourned at 10:25 a.m.

# Governing Board Meeting

December 14, 2021

## 3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	<b>Discussion:</b> Information Item: Consent Item(s) Moved to Discussion .....	70
3.2	<b>Discussion:</b> Information Item: 2022 Legislative Update .....	71
3.3	<b>Discussion:</b> Action Item: Preliminary Budget for Fiscal Year 2023.....	72
3.4	<b>Submit &amp; File:</b> Information Item: Budget Transfer Report .....	74

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**December 14, 2021**

**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.

Presenters:

Michael Molligan, Division Director, Employee and External Relations

John J. Campbell, Division Director, Management Services



**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**December 14, 2021**

**Discussion: Information Item: 2022 Legislative Update**

**Discussion**

The 2022 Legislative Session begins January 11 and is scheduled to conclude March 11. Legislators continue to file bills prior to the start of the regular Session.

On Nov. 16, Governor Ron DeSantis announced his budget proposals for the protection of water resources and the Resilient Florida Program.

Included in the proposed budget are the following amounts for the environment:

- \$550 million for Coastal Resiliency
- \$50 million for Springs Restoration
- \$50 million for Coral Reef Protection
- \$40 million for Alternative Water Supply Funding
- \$35 million for Harmful Algae Blooms Reduction

Staff will be tracking the confirmations of Governing Board members and other environmental bills. To date, the following relevant bills have been filed:

- SB 882 – Inventories of Critical Wetlands (Sen. Brodeur)
- SB 840 – Residential Property Riparian Rights (Sen. Albritton)
- HB 6003 – Legal Rights of the Natural Environment (Rep. Eskamani)
- SB 798/HB 473 – Bottled Water Excise Tax (Sen. Taddeo and Rep. Eskamani)

Government and Community Affairs staff will again provide weekly updates of pending legislation and related budget issues as they progress.

**Staff Recommendation:**

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

**Presenter:**

Cara Martin, Government and Community Affairs Office Chief

**FINANCE/OUTREACH AND PLANNING COMMITTEE****December 14, 2021****Discussion: Action Item: Preliminary Budget for Fiscal Year 2023***Purpose*

Submit fiscal year (FY) 2023 Preliminary Budget for consideration by the Governing Board as required by statute; and authorize staff to prepare the *Standard Format Preliminary Budget Submission* based on the preliminary budget, adjusted for any modifications made by the Governing Board on December 14, for submission to the Florida Legislature on or before January 15, 2022.

*Background*

Section 373.535, Florida Statutes, requires water management districts (WMDs) to submit a preliminary budget for the next fiscal year to the Florida Legislature for review by January 15. The statutory language specifies the information to be included in the preliminary budget submission. The President of the Senate and the Speaker of the House of Representatives may submit comments regarding the preliminary budgets to the WMDs on or before March 1 of each year. Each WMD must respond to those comments in writing on or before March 15 of each year.

In addition, the following specific provisions are contained in s. 373.536(5)(c), F.S., regarding the legislative review of the WMDs tentative budgets due August 1:

*The Legislative Budget Commission may reject any of the following WMDs budget proposals:*

1. *A single purchase of land in excess of \$10 million, except for land exchanges.*
2. *Any cumulative purchase of land during a single fiscal year in excess of \$50 million.*
3. *Any issuance of debt on or after July 1, 2012.*
4. *Any program expenditures as described in s. 373.536(5)(e)4.e. and f. (i.e., Outreach and Management and Administration programs) in excess of 15 percent of a district's total annual budget.*
5. *Any individual variances in a district's tentative budget in excess of 25 percent from a district's preliminary budget.*

At the October 19, 2021 Governing Board meeting, staff provided an overview of factors affecting budget development and recommended approval of the general budget assumptions needed to prepare the District's preliminary budget for FY2023. The Governing Board approved the assumptions as presented at the meeting.

On December 14, 2021, staff will present the preliminary budget for FY2023 and request approval to submit the FY2022-23 *Preliminary Budget Submission* to the Florida Legislature by January 15, 2022. The preliminary budget has been prepared using the same budget assumptions as presented to the Governing Board on October 19, 2021.

The development of the District's final budget will begin in February 2022. All budget requests will be subject to Governing Board review and approval during the development of the final budget for FY2023. At the June 21, 2022 Governing Board meeting, staff will present and request approval of the FY2023 Recommended Annual Service Budget.

At the July 26, 2022 Governing Board meeting, staff will present a budget update, including information regarding the results of the Certifications of Taxable Value, and will request approval to submit the FY2022-23 *Tentative Budget Submission* to the Governor and Florida Legislature on August 1, 2022.

Staff Recommendation:

Authorize staff to prepare the Standard Format Preliminary Budget Submission for FY2023 based on the preliminary budget as presented, adjusted for any modifications made by the Governing Board on December 14, for submission to the Florida Legislature on or before January 15, 2022.

Presenter:

John J. Campbell, Division Director, Management Services

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**December 14, 2021**

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

*Purpose*

Provide the Budget Transfer Report covering all budget transfers made during the month of November 2021.

*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 November 2021.

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**  
**November 2021**

Item No.	--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason For Transfer	Transfer Amount
	Bureau /	Expenditure Category	Bureau /	Expenditure Category		
<b>Consistent with Original Budget Intent</b>						
1	Operations Data Collection Salaries & Benefits	Environmental Resource Permit  Salaries & Benefits			Funds are needed for the original purpose budgeted for the salaries and benefits of two vacant full-time equivalent positions (FTEs). One FTE from the Vegetation Management section and one FTE from the Water Quality Monitoring Program were transferred to the Environmental Resource Permit bureau due to the increase in permitting activities over recent years that are expected to continue.	\$ 336,388.00
2	Information Technology Cloud Software Usage Fees	Information Technology Cloud Software Usage Fees			Funds are needed for the original purpose budgeted for Risk Management information technology cloud software usage fees to track certificates of insurance. Funds budgeted in prior years for implementation reside in a different organizational unit than funds budgeted in FY2022. These funds are being transferred to the appropriate accounting codes to centralize funding for the project within the financial system.	2,600.00
<b>Total Consistent with Original Budget Intent</b>						<b>\$ 338,988.00</b>
<b>Total Amount Transferred</b>						<b>\$ 338,988.00</b>

This report identifies transfers made during the month that did not require advance Governing Board approval. These transfers have been approved by either the Executive Director, or designee, or the Finance Bureau Chief consistent with Budget Authority Transfer of Funds Board Policy, and are presented to the Governing Board as a Submit and File Report. This Board Policy limits transfers made for a purpose other than the original budget intent to \$75,000. However, transfers made for accounting reallocation purposes consistent with original budget intent are not limited.

## Governing Board Meeting

December 14, 2021

### 4. RESOURCE MANAGEMENT COMMITTEE

4.1	<b>Discussion:</b> Information Item: Consent Item(s) Moved to Discussion .....	76
4.2	<b>Discussion:</b> Information Item: Fiscal Year 2023 Cooperative Funding Process .....	77
4.3	<b>Discussion:</b> Action Item: Initiation and Approval of Rulemaking to Amend Rule 40D-8.041, Florida Administrative Code, to Adopt Minimum Flows for Lower Shell Creek and Accept Final Draft Report.....	79
4.4	<b>Discussion:</b> Action Item: Citrus County Old Homosassa West Septic to Sewer – Third-Party Review (WH04) .....	84
4.5	<b>Discussion:</b> Action Item: Aquifer Recharge at Flatford Swamp for Southern Water Use Caution Area Recovery and Natural System Enhancement – Scope and Cost Change .....	87
4.6	<b>Submit &amp; File:</b> Information Item: Annual Status of the Southern Water Use Caution Area Recovery Strategy .....	89

**RESOURCE MANAGEMENT COMMITTEE**

**December 14, 2021**

**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****December 14, 2021****Discussion: Information Item: Fiscal Year 2023 Cooperative Funding Process***Purpose*

To update the Board on the status of the fiscal year (FY) 2022-23 Cooperative Funding process and prepare the Governing Board members for their upcoming February regional public meetings.

*Background*

The Cooperative Funding Initiative (CFI) application deadline was Friday, October 1, 2021: 94 applications were received totaling \$93.1 million in District funding requests.

The proposed February and April meeting schedule for the four regional subcommittees is detailed below:

Planning Region	Meeting Date	Meeting Time	Location
Northern	February 2	10 a.m.	Brooksville
Southern	February 3	10 a.m.	Sarasota County Chambers 1660 Ringling Blvd.
Heartland	February 9	10 a.m.	City of Bartow Chambers 450 N. Wilson Ave.
Tampa Bay	February 10	10 a.m.	Tampa

Planning Region	Meeting Date	Meeting Time	Location
Northern	April 6	10 a.m.	Brooksville
Southern	April 7	10 a.m.	TBD
Heartland	April 13	10 a.m.	TBD
Tampa Bay	April 14	10 a.m.	Tampa

*Discussion*

The FY2023 CFI applications were distributed to staff and are undergoing in-depth evaluation and scoring. The raw applications have been compiled by region, distributed to the Governing Board members, and posted on the District's website. Governing Board members are asked to familiarize themselves with the applications in preparation of the February public meetings. The following topics are proposed for the Governing Board's discussion at the February meetings:

- Summarize Funding Applications Received by Region and Score
- Discuss Past Budgeted Expenditures by Region
- Review Preliminary Project Evaluations/Scores
- Receive Public/Stakeholder Input
- Select Projects for Presentations in April
- Review Timeline and Next Steps



The February meetings are the Governing Board's opportunity to review the preliminary project rankings, ask questions of staff and the applicants, and to hear public and stakeholder input from non-applicants. During the February meetings, each subcommittee will be asked to identify proposals for presentation and further discussion at the April meetings. Final staff rankings will be provided in April, and the regional subcommittees will be asked to prepare their final rankings and recommendations at that time.

Applications submitted by the cooperators in each region will be provided to the Governing Board members at the December Governing Board meeting (see regional application booklets). In addition, applications can be located on the District's website at <http://www.swfwmd.state.fl.us/business/coopfunding/>.

Staff Recommendation:

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

Presenter:

Scott Letasi, P.E., PMP, Project Management Office Chief

**RESOURCE MANAGEMENT COMMITTEE****December 14, 2021**

**Discussion: Action Item: Initiation and Approval of Rulemaking to Amend Rule 40D-8.041, Florida Administrative Code, to Adopt Minimum Flows for Lower Shell Creek and Accept Final Draft Report**

*Purpose*

To request the Board initiate and approve rulemaking to amend Rule 40D-8.041, Florida Administrative Code (F.A.C.), to adopt minimum flows for Lower Shell Creek, and accept the report entitled: "Recommended Minimum Flows for the Lower Peace River and Lower Shell Creek, Final Draft, November 30, 2021."

*Background/History*

The District developed proposed minimum flows for Lower Shell Creek in 2010 along with proposed minimum flows for the Lower Peace River. These minimum flows were developed simultaneously because Lower Shell Creek is a major tributary to the Lower Peace River. However, at that time, the need for a recovery strategy was identified for Lower Shell Creek, because flows in the creek were below the proposed minimum flows. Based on the need for development of a recovery strategy and the planned reevaluation of minimum flows for the Lower Peace River to incorporate additional ecological data, the minimum flows proposed for Lower Shell Creek in 2010 were not adopted into District Rules. Since that time, comprehensive minimum flows analyses for the Lower Peace River and Lower Shell Creek have been completed, and establishment of minimum flows for Lower Shell Creek is currently scheduled for 2021 on the District's Minimum Flows and Levels Priority List and Schedule.

For the comprehensive analyses, the Lower Peace River and Lower Shell Creek were modeled as a single system "Lower Peace/Shell System" to appropriately characterize the strong hydrologic interactions between the river, creek, and Charlotte Harbor. The District re-mapped the bathymetry of the Lower Peace/Shell System and upper Charlotte Harbor, produced a Light Detection and Ranging (LiDAR)-based high resolution digital elevation model for the area, developed and used a refined hydrodynamic model to predict salinity, water level and temperature in the Lower Peace/Shell System and Charlotte Harbor. In addition, habitat modeling for eight estuarine-dependent taxa, including several fish species and Blue Crab, water quality assessments, and floodplain inundation analysis for the upper portion of the Lower Peace River were conducted to support minimum flows development for the Lower Peace River and Lower Shell Creek.

Among the various factors assessed for the Lower Peace/Shell System, the most sensitive criterion was low-salinity (< 2 practical salinity units or psu) habitat. Potential flow-related changes in this habitat were modeled and used to develop minimum flows for the Lower Peace River and Lower Shell Creek that are expected to maintain 85% of the low-salinity habitat and thereby prevent significant harm to the water resources and ecology of the area.

Staff submitted a draft report on recommended minimum flows for the Lower Peace River and Lower Shell Creek to the Governing Board in March 2020. The recommended minimum flows allow for potential reductions of 13% of daily flow under low-flow conditions (Block 1), 23% of the daily flow under moderate-flow conditions (Block 2), and 40% of daily flow under high-flow conditions (Block 3) from each

system. For Lower Shell Creek, the minimum flows are based on inflows to Shell Creek Reservoir estimated using outflow from the reservoir at the U.S. Geological Survey Shell Creek near Punta Gorda gage, agricultural flows, and permitted withdrawals from Shell Creek Reservoir.

The draft minimum flows report was voluntarily submitted to an independent, scientific peer review panel for review. The peer review was conducted from March 25 through June 26, 2020, and all panel meetings, as well as a publicly-accessible internet-based forum set up by the District for panel communication, were advertised in the Florida Administrative Register in accordance with Florida's Government-in-the-Sunshine Law. The peer review panel found that the draft report met relevant statutory requirements and that the analyses were thorough, scientifically reasonable, and based on best available information. Staff revised the draft minimum flows report based on consideration of comments of the peer review panel and interested stakeholders.

In addition to the scientific peer review, the District solicited stakeholder review by hosting meetings and corresponding with individual stakeholders and stakeholder groups, presenting the proposed minimum flows for Lower Peace River and Lower Shell Creek to the District's Environmental Advisory Committee, and the Public Supply Advisory Committee, and facilitating public workshops for discussion of recommended minimum flows for the Lower Peace River and Lower Shell Creek. Comments and questions from the public workshops and other stakeholder interactions were reviewed but did not necessitate revision of the recommended minimum flows. Stakeholder input was, however, used to develop a final version of the draft minimum flows report, which includes all stakeholder input in the report appendices. A link to the electronic version is provided below.

<https://www.swfwmd.state.fl.us/sites/default/files/documents-and-reports/reports/lowerpeaceriver10.21.pdf>

On December 15, 2020, the District Governing Board approved initiation of rulemaking for establishment of recommended minimum flows for the Lower Peace River. The recommended minimum flows were adopted into the District Rules on March 23, 2021 and became effective on April 12, 2021. Following adoption of the recommended minimum flows for the Lower Peace River, the water use permit issued to the Peace River Manasota Regional Water Supply Authority (PRMRWSA) for withdrawals from the river was modified on July 19, 2021, to incorporate withdrawal limitations consistent with the updated minimum flows.

Proposed minimum flows for Lower Shell Creek were not established in 2020 because a preliminary status assessment completed in 2020 indicated the minimum flows for Lower Shell Creek would not have been met. However, two recently completed cooperative funding initiative (CFI) projects: City of Punta Gorda Reverse Osmosis (RO) project and a plant-to-plant interconnect project between the PRMRWSA Peace River Water Treatment Facility and the City of Punta Gorda Shell Creek Water Treatment Plant (Phase 1 Interconnect project), will be used to ensure the recommended Lower Shell Creek minimum flows will not be violated due to withdrawals from Shell Creek Reservoir.

Based on use of these two CFI water supply projects, an updated status assessment finalized in 2021 indicated the recommended minimum flows for Lower Shell Creek are being met and a recovery strategy is currently not required. The analyses also identified the need for modification of the water use permit issued to the City of Punta Gorda to eliminate the need for a prevention strategy to ensure the minimum flows are met during the next 20 years. Based on these findings, this water use permit is being modified to include conditions that will ensure minimum flows continue to be met in Lower Shell Creek over the next 20 years, and a prevention strategy is not required.

The recommended minimum flows for Lower Shell Creek are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule when establishing minimum flows and levels. The District will reevaluate the minimum flows as necessary.

The proposed rule language for establishment of minimum flows for Lower Shell Creek is included as Exhibit A.

#### *Benefits/Costs*

Adoption of the minimum flows for Lower Shell Creek will protect the water resources and ecology of the area and will support the District's water supply planning, water use permitting, and environmental resource permitting programs. A Statement of Estimated Regulatory Costs is not required for Lower Shell Creek minimum flows as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval of the proposed rule language, staff will submit notice to the Governor's Office of Fiscal Accountability and Regulatory Reform (OFARR) and proceed with formal rulemaking without further Board action. If substantive changes are necessary as the result of comments received from the public or reviewing entities such as OFARR, this matter will be brought back to the Board for consideration.

#### Staff Recommendation:

1. Accept the report entitled "Recommended Minimum Flows for the Lower Peace and Lower Shell Creek, Final Draft, November 30, 2021."
2. Authorize the initiation of rulemaking to amend Rule 40D-8.041, F.A.C., to establish minimum flows for Lower Shell Creek.
3. Approve the proposed rule language to establish minimum flows for Lower Shell Creek, which is contained in Exhibit A to this recap.
4. Authorize staff to make any necessary clarifying or minor technical changes that may result from the rulemaking process.

#### Presenter:

Yonas Ghile, PhD, PH, Lead Hydrologist

Exhibit A

RULES OF THE

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RULE 40D-8.041

MINIMUM FLOWS

**40D-8.041 Minimum Flows**

(1) through (22) No change.

(23) Minimum Flows for the lower Shell Creek

(a) For purposes of this rule, the lower Shell Creek in Charlotte County, FL, includes the watercourse from the base of the downstream side of the Hendrickson Dam to its confluence with the Peace River.

(b) Minimum Flows for the lower Shell Creek are based on the daily average flow at the United States Geological Survey (USGS) Shell Creek near Punta Gorda, FL Gage, No. 02298202, adjusted for withdrawals and agricultural runoff, for the period of record from January 1, 1972, through December 31, 2018, as set forth in Table 8-27.

<u>Table 8-27 Minimum Flows for Lower Shell Creek Based on flow at the USGS Shell Creek near Punta Gorda, FL Gage Adjusted for Surface Withdrawals from the Shell Creek Reservoir and Agricultural Runoff to the Reservoir.</u>	
<u>If adjusted flow in cubic feet per second (cfs) on the previous day is:</u>	<u>Minimum Flow is:</u>
<u>≤ 56 cfs</u>	<u>87% of adjusted flow on the previous day</u>
<u>&gt;56 cfs and ≤137cfs</u>	<u>77% of adjusted flow on the previous day</u>
<u>&gt; 137 cfs</u>	<u>60% of adjusted flow on the previous day</u>

Status assessments of the Minimum Flows for the lower Shell Creek will be completed to determine whether the flow is below or projected to fall below the Minimum Flows. Each status assessment is independent from and not a determination of water use permit compliance or environmental resource permit compliance. Permit compliance is a regulatory function that is not within the scope of this subsection. As part of status assessment, the District will use the following approach:

1. The District will evaluate the Minimum Flow annually to determine the extent to which the flow of the lower Shell Creek has

been reduced due to withdrawals as of the date of each status assessment at Gage No. 02298202. The annual evaluation will be completed through a review of:

(a) Flow data;

(b) Water withdrawals data;

(c) Agricultural runoff data;

(d) Rainfall and evaporation data; and

(e) Hydrologic modeling.

2. The District will also evaluate the Minimum Flows every five years as part of the regional water supply planning process.

This evaluation will include the use of hydrologic modeling.

3. If the Minimum Flows are being met based on the annual evaluation or the evaluation performed as a part of the regional water supply planning process, then no further actions are required beyond continued monitoring.

*Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.036, 373.042, 373.0421 FS. History—New 10-5-74, Amended 12-31-74, Formerly 16J-0.15, 40D-1.601, Amended 10-1-84, 8-7-00, 2-6-06, 4-6-06, 1-1-07, 11-25-07, 2-18-08, 3-2-08, 5-12-08, 5-10-09, 3-23-10, 3-28-10, 7-12-10, 8-2-10 (8), 8-2-10 (15), 10-16-12, 3-20-13(16), 3-20-13(17), 6-20-16, 3-15-18, 6-19-18, 4-15-20, 8-9-20, 4-12-21, \_\_\_\_*

**RESOURCE MANAGEMENT COMMITTEE****December 14, 2021****Discussion: Action Item: Citrus County Old Homosassa West Septic to Sewer – Third-Party Review (WH04)***Purpose*

The purpose of this item is to provide the results of the third-party review (TPR) on Citrus County's Old Homosassa West Septic to Sewer Project and request Governing Board approval to amend the Cooperative Funding Agreement to move forward with final design, bidding, permitting, and construction for the project at a total project cost of \$10,333,000 with the District maintaining its original funding share of \$1,382,200 towards the total project cost.

*Background/History*

Citrus County (County) and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement in 2020 for the Old Homosassa West Septic to Sewer project. The septic to sewer conversion project with the County is for the 30% design, third-party review, final design, permitting and construction of a regional wastewater collection system necessary for the connection of existing septic tanks within the Priority Focus Area of the Chassahowitzka/Homosassa Springs Basin Management Action Plan (BMAP). The initial benefits are anticipated to be achieved at construction completion by 2024.

The Governing Board approved fiscal year (FY) 2020 cooperative funding for the project, with additional Governing Board approval required to proceed beyond the TPR. The initial conceptual total project cost including preliminary design, TPR, final design, permitting, construction and inspection was estimated at \$6,000,000, which was based on a conceptual project cost estimate developed prior to acquiring a design engineer.

Per the agreement, the County provided the Preliminary Engineering Report (PER) at 30 percent design for the TPR. District staff contracted with an engineering firm to conduct the TPR. The TPR was completed and included review of the project schedule, constructability, cost estimates, and ability to meet proposed resource benefits. The TPR consultant concluded that the proposed project design is reasonable and will meet the resource benefit of reducing nutrient loading to groundwater resources.

*Benefits/Costs*

The project addresses the nutrient reduction goals of the Chassahowitzka/Homosassa BMAP. The original resource benefit of this project in reducing nutrient loading to groundwater remains the same at 907 pounds per year of total nitrogen removed. The project is adjacent to the Homosassa River, a SWIM priority water body, with some of the residential connections being directly on the waterfront.

The original total conceptual project cost estimate was \$6,000,000. Based on the PER, 30 percent design, and TPR findings, the County revised the total project cost estimate to \$10,333,000. The TPR consultant's cost estimate is approximately 20% higher than the County's current \$10,333,000 estimate. Much of the difference between the two estimates is represented by the estimated cost for duplex grinder pumps. The County is using local cost data for these pumps, which they consider to be more accurate. Other differences include the County's use of lower cost escalation and contingency percentages when compared to the TPR consultant estimate. The revised project cost estimations reflect the current trend

of significant material and labor cost increases. In recognition of these changes and differences, County staff indicated they would not be requesting the District to share in the cost increase.

The County requests that the Governing Board approve moving forward with the project for final design, permitting, and construction at a total project cost of \$10,333,000 with the District maintaining its original funding share of \$1,382,200, the FDEP current funding of \$3,000,000, a legislative appropriation of \$235,600, and the County funding a remaining balance of \$5,715,200.

The project has been evaluated based on the latest information and a revised evaluation form is provided as an exhibit to this recap. Based on the new information, cost effectiveness is now ranked low. Given the project's strategic importance to the water quality of the Homosassa River and the Governor's priority on water quality improvement, the overall project ranking is Medium and the project is recommended for continued funding. The previous overall project ranking had been High. The District's funding amount has not changed. The 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 to move forward with final design, bidding, permitting, and construction and approve modification of the Cooperative Funding Agreement for the Citrus County Old Homosassa West Septic to Sewer Project (WH04) to increase the total project cost from \$6,000,000 to \$10,333,000, with the District's share to remain \$1,382,200.

Presenter:

Jay Hoecker, Water Supply Manager, Water Supply



Project No. WH04	Springs – Citrus County Old Homosassa West Septic to Sewer Project			
Citrus County				
Risk Level:	Type 2		Multi-Year Contract: No	
Description				
Description:	30% design, third-party review (TPR), final design, permitting, and construction of a regional wastewater collection system necessary for connection of existing septic tanks in the Old Homosassa West area of the Chassahowitzka/Homosassa Priority Focus Area (PFA).			
Measurable Benefit:	The contractual Measurable Benefit will be the construction of a regional wastewater collection system that will result in the connection of a minimum of 95 existing septic tanks. Construction will be done in accordance with the permitted plans.			
Costs:	Total Project Costs: \$10,333,000 (design, third-party review, permitting, and construction) Citrus County: \$5,715,200 District: \$1,382,200 FDEP: \$3,000,000 Legislative Appropriation: \$235,600			
Evaluation				
Application Quality:	Medium	Application included most of the required information identified in the CFI guidelines. District PM/CM had to work with cooperator to obtain remaining required information.		
Project Benefit:	High	The benefit of this water quality project, if constructed, is the reduction of pollutant loads by an estimated 907 lbs/yr TN. There will be no monitoring or performance testing requirements. The project is located within the PFA of the Chassahowitzka/Homosassa Springs basin management action plan (BMAP), a SWIM priority water body.		
Cost Effectiveness:	Low	For wastewater projects, the estimated cost/lb of TN (\$380/lb) removal is higher than the historical average of \$224/lb for District funded stormwater projects. Cost effectiveness is based on the FY2019 metrics.		
Past Performance:	High	Based upon an assessment of the schedule and budget for the 2 ongoing projects.		
Complementary Efforts:	Medium	The Cooperator has an ordinance in line with F.S. 381.00655 to require sewage hookup within 365 days of availability.		
Project Readiness:	High	Project is ongoing and on schedule.		
Strategic Goals				
Strategic Goals:	High	<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 - Conservation and Restoration:</b> Restoration and maintenance of natural ecosystem for the benefit of water and water-related resources. <b>Northern Region Priority:</b> Improve northern coastal spring systems.		
Overall Ranking and Recommendation				
Fund as Medium Priority.	30% design and TPR are complete. Based on favorable information from the TPR, staff recommends approval to proceed, including funding for final design, permitting, and construction. This project is located within the Chassahowitzka/Homosassa PFA, a SWIM Priority water body and will continue efforts by the County to improve water quality.			
Funding				
Funding Source	Prior	FY2020	Future	Total
Legislative Appropriation	\$235,600	\$0	\$0	\$235,600
FDEP	\$0	\$3,000,000	\$0	\$3,000,000
Citrus County	\$0	\$1,382,200	\$4,333,000	\$5,715,200
District	\$0	\$1,382,200	\$0	\$1,382,200
Total	\$235,600	\$5,764,400	\$4,333,000	\$10,333,000

**RESOURCE MANAGEMENT COMMITTEE****December 14, 2021****Discussion: Action Item: Aquifer Recharge at Flatford Swamp for Southern Water Use Caution Area Recovery and Natural System Enhancement – Scope and Cost Change***Purpose*

The purpose of this item is to request approval of a budget transfer in the amount of \$450,000 for the Most Impacted Area (MIA) Recharge Salt Water Intrusion Minimum Aquifer Level (SWIMAL) Recovery at Flatford Swamp (H089) to add additional treatment to reach primary disinfection as required by the Florida Department of Environmental Protection (FDEP). The requested funds will be transferred from the complimentary Underground Injection Control (UIC) Study budget (P228).

*Background/History*

Excess runoff caused by land use changes and alterations have adversely impacted Flatford Swamp in the upper Myakka watershed. The District has been evaluating options to restore the swamp to a more natural hydroperiod and utilize the excess water that has impacted the swamp for beneficial use in the Southern Water Use Caution Area (SWUCA). The project seeks to collect the excess surface water and recharge it into the aquifer to help the recovery of the SWIMAL by increasing groundwater levels in the MIA of the SWUCA while also helping restore the swamp to a more natural hydroperiod.

A permit to construct a test well at Flatford Swamp was received from FDEP in February 2017, and the Governing Board authorized moving forward with the test well at their April 2017 meeting. Total project funds budgeted to date is \$6.4 million. Construction of the test well infrastructure has been completed including a wet well for surface water collection, pumps, piping, and sodium bisulfate injection (to mitigate arsenic mobilization in the aquifer). The project, as approved by the Board, anticipated using non-disinfected surface water for recharge. During the construction and testing phase in May 2021, the FDEP informed the District that the recharge water must meet primary drinking water standards, which necessitates disinfection. To meet this current requirement, chemical disinfection must be added to the treatment process through the addition of chloramines along with sodium hydroxide to increase the pH for chemical stability.

*Benefits/Costs*

Benefits of the completion of the MIA Recharge SWIMAL Recovery at Flatford Swamp project continue to be increasing groundwater levels to help achieve the SWIMAL and enhancement of the Flatford swamp hydroperiod. Additionally, the increased groundwater levels resulting from the project may provide the potential viability for new alternative water supplies (AWS) while serving as an example for future aquifer recharge and possible AWS projects. Future use of the MIA Recharge at Flatford Swamp has been identified by the Peace River Manasota Regional Water Supply Authority as a Potential Water Supply Development Project in the 2020 update of their Integrated Regional Water Supply Plan (RWSP). This potential water supply project is also included in the District's 2020 RWSP.

The total project cost increase is estimated at \$450,000 for the addition of chemical disinfection to meet primary drinking water standards. Included is approximately \$300,000 for contractor fees, chemical pads, instrumentation and controls, and electrical, \$120,000 for chemicals, and \$30,000 (\$4,000 per month) to lease needed chemical equipment. Leased equipment includes four storage tanks and related chemical equipment including chemical pumps and analyzers. The benefit to the lease option is that it includes

performance of maintenance, repair, and on call support. District staff do not have the expertise to maintain this chemical equipment. Leasing this equipment for the year of initial testing is also less expensive than purchasing, and a decision regarding purchase can be made after test results are available and after additional discussion with the Peace River Manasota Regional Water Supply Authority regarding their related potential water supply development project.

Funds are available from the complementary UIC Study (P228) for the cost of the additional chemical disinfection. For FY2022, \$450,000 was budgeted for the UIC Study (P228) project to work with the U.S. Geologic Survey to study the fate of microorganisms in the Floridan Aquifer to support using non-disinfected surface water for recharge projects such as originally envisioned for this Flatford project. With the requirement to disinfect the recharge water prior to injection into the aquifer, this study is no longer critical to the Flatford Swamp project and these funds are available for the disinfection system.

Staff Recommendation:

1. Approve change of scope for the Most Impacted Area Recharge Salt Water Intrusion Minimum Aquifer Level Recovery at Flatford Swamp (H089) project to include a disinfection system.
2. Authorize staff to execute a budget transfer in the amount of \$450,000 from the UIC Study Project (P228) to the Most Impacted Area Recharge Salt Water Intrusion Minimum Aquifer Level Recovery at Flatford Swamp (H089) project to complete the construction and testing of the additional chemical disinfection as required by FDEP to meet primary drinking water standards.

Presenter:

J.P. Marchand, P.E., Bureau Chief, Water Resources Bureau

## RESOURCE MANAGEMENT COMMITTEE

**December 14, 2021**

### **Submit & File: Information Item: Annual Status of the Southern Water Use Caution Area Recovery Strategy**

#### *Purpose*

This is the annual update and status of the District's efforts to monitor the recovery of water levels and flows in the Southern Water Use Caution Area (SWUCA). The update addresses the status of water levels and flows and development of sufficient water supplies through the end of 2020.

#### *Background/History*

In March 2006, the Governing Board (Board) adopted minimum "low" flows for the Upper Peace River, minimum levels for eight lakes along the Lake Wales Ridge in Polk and Highlands counties, and a saltwater intrusion minimum aquifer level (SWIMAL) for the Upper Floridan aquifer in the Most Impacted Area (MIA) of the SWUCA. Since most of these minimum flows and levels (MFLs) were not meeting their adopted levels and flows, the Board adopted the SWUCA Recovery Strategy (Strategy) and changes to water use permitting rules to implement the Strategy. Principle goals of the Strategy to achieve by 2025 are:

1. Restore minimum levels to priority lakes in the Lake Wales Ridge area;
2. Restore minimum flows to the upper Peace River;
3. Reduce the rate of saltwater intrusion in coastal Hillsborough, Manatee and Sarasota counties (referred to as the MIA) by achieving the proposed minimum aquifer level for saltwater intrusion; and
4. Ensure there are sufficient water supplies for all existing and projected reasonable-beneficial uses.

The Strategy provides a plan addressing the goals and monitoring progress towards achieving these MFLs by 2025, that there are sufficient water supplies for all reasonable-beneficial uses, and that investments of existing water use permittees are protected.

The District uses its extensive data collection network to monitor trends in resource conditions as well as permitted and actual water use. Results of this monitoring are provided to the Board each year. In addition, every five years this information is evaluated as part of each five-year review of the Strategy. Monitoring provides the information necessary to determine whether progress is being made and enables the District to adaptively manage water resources to ensure the goals can be achieved.

The most recent five-year review of the Strategy encompassed the period 2012 through 2016 and concluded progress had been made on all four principle goals. The review was completed in 2017 and presented to the Board at their meeting in April 2018. The next planned five-year review will encompass the period 2017 through 2021.

Progress has also been made on options identified during the 2015 outreach efforts for the MIA and Lake Wales Ridge Lakes. The District continues to monitor resources in the region and update the analytical tools used to establish MFLs and assess factors affecting levels and flows. In the MIA, the District completed construction of a test recharge well and monitoring wells at Flatford Swamp in 2019. Construction of the surface facilities began in 2020 and the permitting process is underway with the

Florida Department of Environmental Protection (FDEP). Recharge testing is anticipated to begin in 2022. The purpose of the project is to determine the feasibility of recharging the Upper Floridan aquifer with excess surface water from the Myakka River that drains into Flatford Swamp. Preliminary modeling of aquifer recharge shows that this project will increase aquifer levels in the MIA and would contribute to achieving the SWIMAL. In addition, there will be ancillary benefits to Flatford Swamp itself in improved hydroperiods for ecological health. A similar project is underway in southwest Hillsborough County where highly treated reclaimed water is being injected into the Upper Floridan aquifer as a saltwater barrier. Hillsborough County has received an operation permit from FDEP for one well injecting 2.5 million gallons per day (mgd) and has obtained a testing permit for another well for an additional 2.5 mgd. Hillsborough County plans to have six wells fully operational with a total injection rate of 10 to 12 mgd by 2027. This project will also increase water levels within the MIA and could provide a net resource benefit to possibly allow new withdrawals to be offset by this source.

In the Ridge Lakes area, the District continues to meet with water use groups to identify projects to recover impacted lakes. The focus of the District's lake recovery efforts has been to work collaboratively with stakeholders to identify projects that can be cooperatively implemented. Currently, the District has completed a feasibility study for Lake Wailes and has begun constructing an integrated surface water/groundwater model for Lakes Eagle and McLeod. The integrated model for Lakes Eagle and McLeod is anticipated to be completed in fiscal year (FY) 2022. Additionally, the City of Haines City has ongoing Cooperative Funding projects with the District that explore different recovery options for Lake Eva. The District also continues to support the Facilitating Agricultural Resource Management Systems (FARMS) program to reduce agricultural groundwater use and work through its Cooperative Funding Program to promote and expand water conservation and beneficial reuse. The District is developing new minimum lake level standards for Ridge Lakes in early 2022. Using the new standards, 11 Ridge Lakes are scheduled for reevaluation over the next three years. The Ridge Lakes minimum lake level goal continues to be the biggest recovery challenge. Following is a summary of the annual update and status of resource monitoring in the SWUCA for the period ending in December 2020.

#### Annual Update and Status of Resource Monitoring Efforts

Though data are reviewed from the many sites comprising the District's monitoring network, the overall status of water resources in the SWUCA can be illustrated by trends observed at six long-term groundwater level sites (referred to as sentinel wells) and water levels and flows associated with established MFL water bodies located throughout the SWUCA. Figure 1 (see exhibit) shows the locations of the six sentinel wells. ROMP 50 and 60, and the Coley Deep wells reflect water level trends in the northern portion of the SWUCA; and the Marshall Deep, Edgeville Deep, and Sarasota 9 wells reflect water level trends in the southern portion of the SWUCA. Since the early 1990s, groundwater levels have been stable or increasing in the north and stable or decreasing in the south. This was anticipated to occur as it was understood that changes in withdrawal locations and reductions in water use in the northern areas were occurring and that additional water use would likely occur in the southern areas.

In January 2007, when regulatory portions of the Strategy went into effect, MFLs were adopted on 17 water bodies with five (29 percent) water bodies meeting and 12 (71 percent) water bodies not meeting their adopted MFLs. Since that time, additional MFLs have been adopted and there are now a total of 45 water bodies with adopted MFLs in the SWUCA: 32 lakes, 11 river segments (including four estuaries), one spring and one aquifer. In 2020, 32 (71 percent) water bodies were meeting, and 13 (29 percent)

water bodies were not meeting their adopted MFLs. Figure 2 (see exhibit) shows the locations of water bodies with adopted MFLs and the corresponding determination of met versus not met status. There is an increase of 18% (6 lakes and 2 river segments) in the percentage of MFLs met compared to the previous year (2019).

The number of lakes with minimum levels is 32, with 20 lakes met and 12 lakes not met in 2020 (Goal 1). Most of the lakes not meeting their minimum levels have recently been on a positive trend towards their adopted minimum levels. In all, 22 lakes have shown improvement since 2019 and continue to show improvement, 6 lakes have changed status from not met to met, 8 lakes have remained the same, and 2 lakes have declined.

The minimum flow status assessment of 2020 data for the upper Peace River (Goal 2) shows all three gages being met for three consecutive years. This marks the first time since the adoption of the Strategy that all three upper Peace River gages are considered met. For each gage to be met, low flow conditions must be equal to or above low flow conditions for three consecutive years. Low flow conditions in the river were improved by the operation of the Lake Hancock project starting in 2016.

The SWIMAL for the MIA (Goal 3) is an important indicator of overall progress on the Strategy due to the regional nature of the aquifer and implications for requests for new groundwater withdrawals. The SWIMAL was calculated as the average Upper Floridan aquifer groundwater level in the MIA over the 10-year period from 1990 to 1999; and is achieved when the ten-year average equals or exceeds the SWIMAL of 13.1 feet for five consecutive years. Figure 3 (see exhibit) presents the current MIA aquifer level compared to the adopted SWIMAL. At the end of 2020, the 10-year average aquifer level was 13.9 feet marking the third of the required five years the level needs to equal or exceed the SWIMAL to be considered met. The 2020 level increased by 0.3 feet from the 2019 level. The levels over the next two years will determine if the SWIMAL is achieved.

The District continues to support development of conservation and alternative water supply projects to ensure there are sufficient water supplies for existing and projected reasonable-beneficial uses (Goal 4). For FY2020, a review of ongoing and completed reuse projects within the SWUCA reveals a total of 14 ongoing District cooperatively funded reuse projects, which will result in approximately 8 million gallons per day (mgd) of additional reuse supply upon completion. Of those 14 ongoing projects, two were completed during FY2020 resulting in 0.8 mgd of additional reuse supply. Ongoing or completed public supply water conservation projects in FY2020 included a total of 14 District cooperatively funded conservation projects, which will result in approximately 0.7 mgd of additional conservation savings upon completion. An additional 14 water supply and water resource development projects, including those related to aquifer storage and recovery, aquifer recharge, brackish groundwater development, and potable water interconnects/line looping, were ongoing or completed in FY2020. These projects may eventually provide at least 24.5 mgd of new alternative water supply and 11 mgd of recharge to the Upper Floridan aquifer.

The two primary factors influencing hydrologic conditions in the region are rainfall and groundwater withdrawals. Rainfall is the principal source of water to the hydrologic system in the groundwater basin and, as expected, has been highly varied over the last several decades with major droughts and periods of very high rainfall. The area has received near average rainfall the last 10 years as shown in Figure 4 (see exhibit). The ten-year moving average for rainfall is slightly above the long-term rainfall average calculated from 1915 through 2019. During the high rainfall periods, more water is available to replenish surface water bodies, resulting in higher levels and flows. Inversely, during below average rainfall

periods, less water is available to replenish surface water bodies, resulting in lower levels and flows. Additionally, activities that use water, such as agricultural and landscape irrigation, require increased withdrawals to supplement lower rainfall amounts.

Recent trends in total estimated groundwater withdrawals in the SWUCA, as well as withdrawals by use type, are shown in Figure 5 (see exhibit). Metered and estimated groundwater withdrawals have generally declined due to conservation practices, increased use of reclaimed water, further development of alternative water sources, and changes in water use related activities in the basin. Groundwater withdrawals have averaged about 518 million gallons per day (mgd) since 2010. Withdrawals from the Upper Floridan aquifer represent about 90 percent of total groundwater withdrawals in the area.

In summary, progress towards recovery continues but challenges remain. Water resource trends have generally improved and are consistent with rainfall received, though several sites still remain below adopted MFLs. Average rainfall over the past 10 years is 0.5 inches above the long-term annual average, which is reflected in increases in surface water levels and flows experienced throughout the basin. Total estimated groundwater withdrawals have declined in recent years and continue to be approximately 50 percent of total permitted groundwater quantities. In 2019, total groundwater withdrawals over the last 10 years averaged 518 mgd, well below the SWUCA recovery plan target of 600 mgd identified by 2025.

Staff Recommendation:

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

Presenter:

Ron Basso, Chief Hydrogeologist

Exhibit  
Status of the Southern Water Use Caution Area Recovery Strategy  
Figures 1 - 5

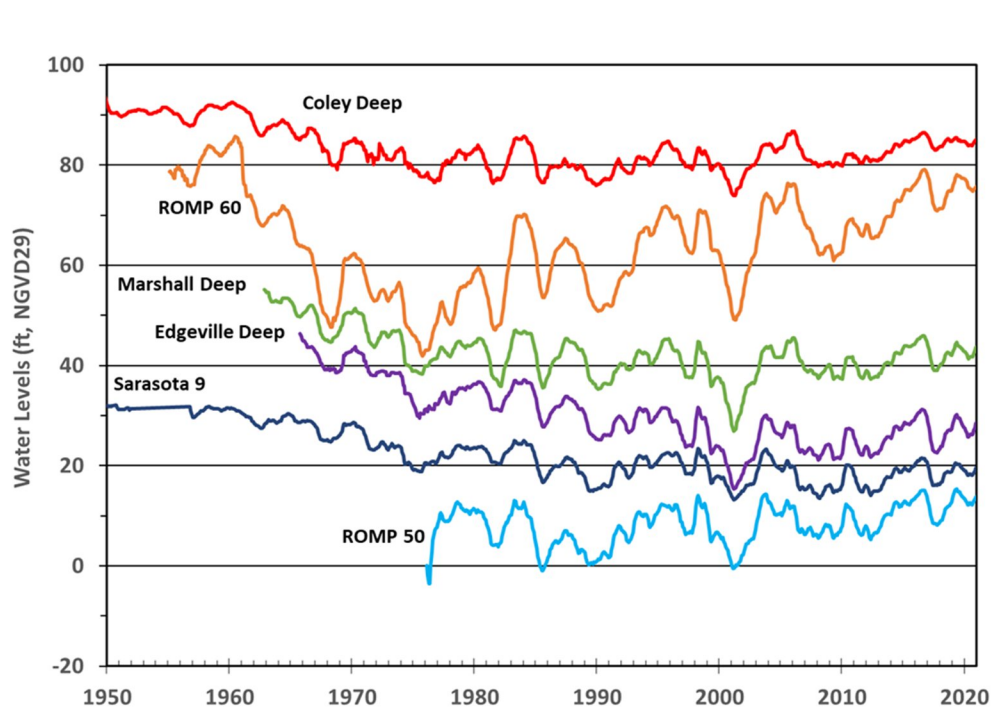
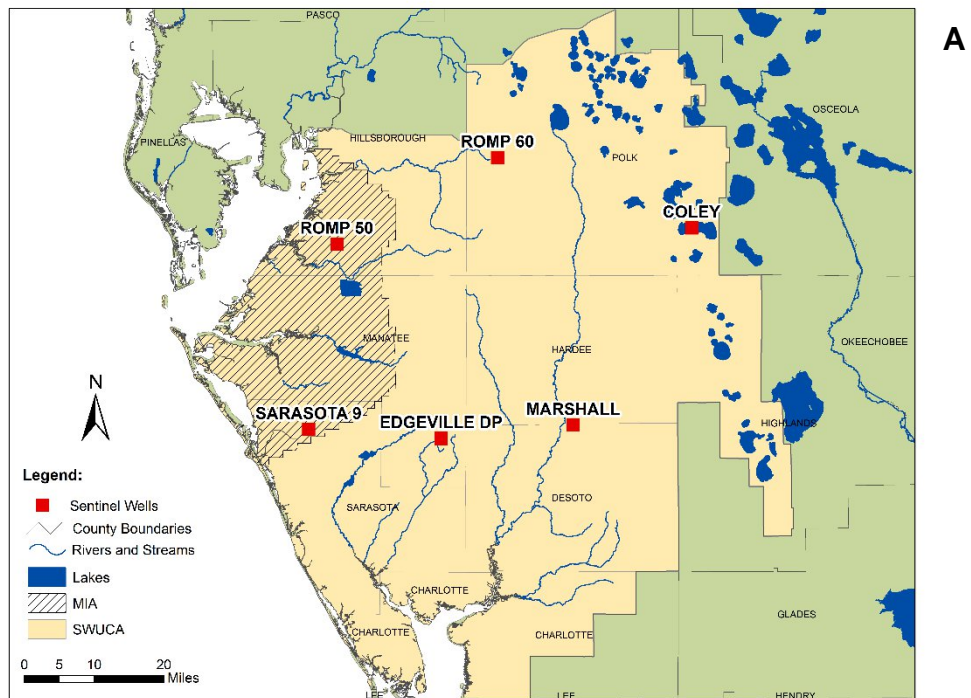


Figure 1. A). Map of the sentinel well locations; B) Water levels of the monitoring wells in the SWUCA (average level for 12-month moving periods)



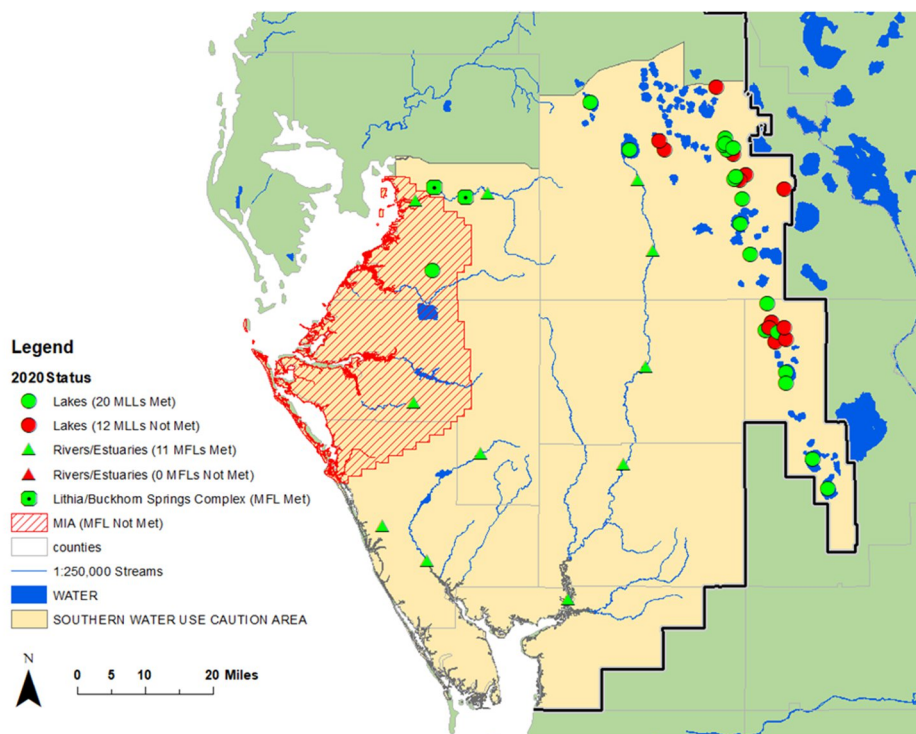


Figure 2. Status of MFL water bodies in the SWUCA

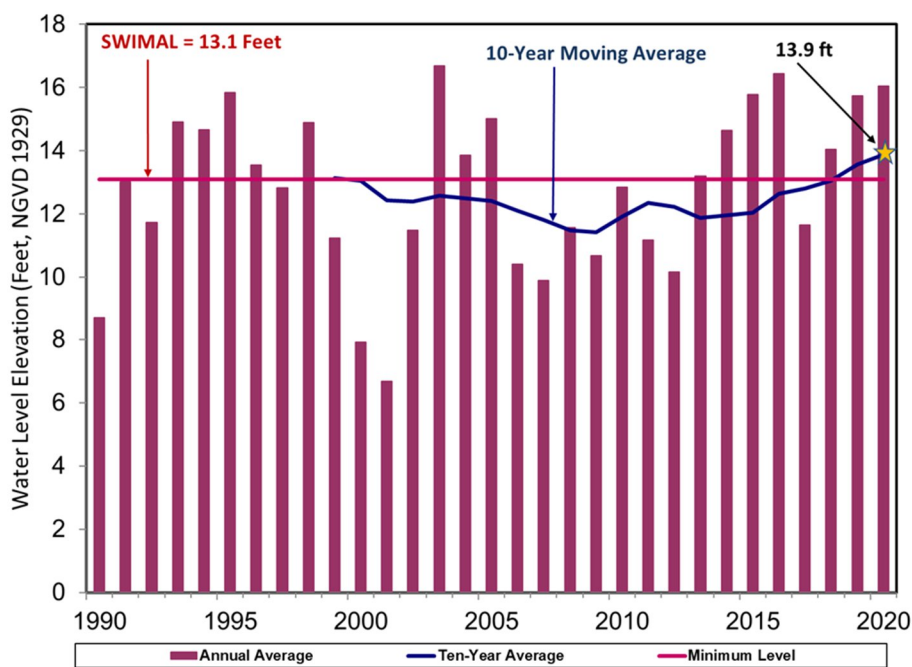


Figure 3. Status of the Upper Floridan aquifer level in the Most Impacted Area of the SWUCA

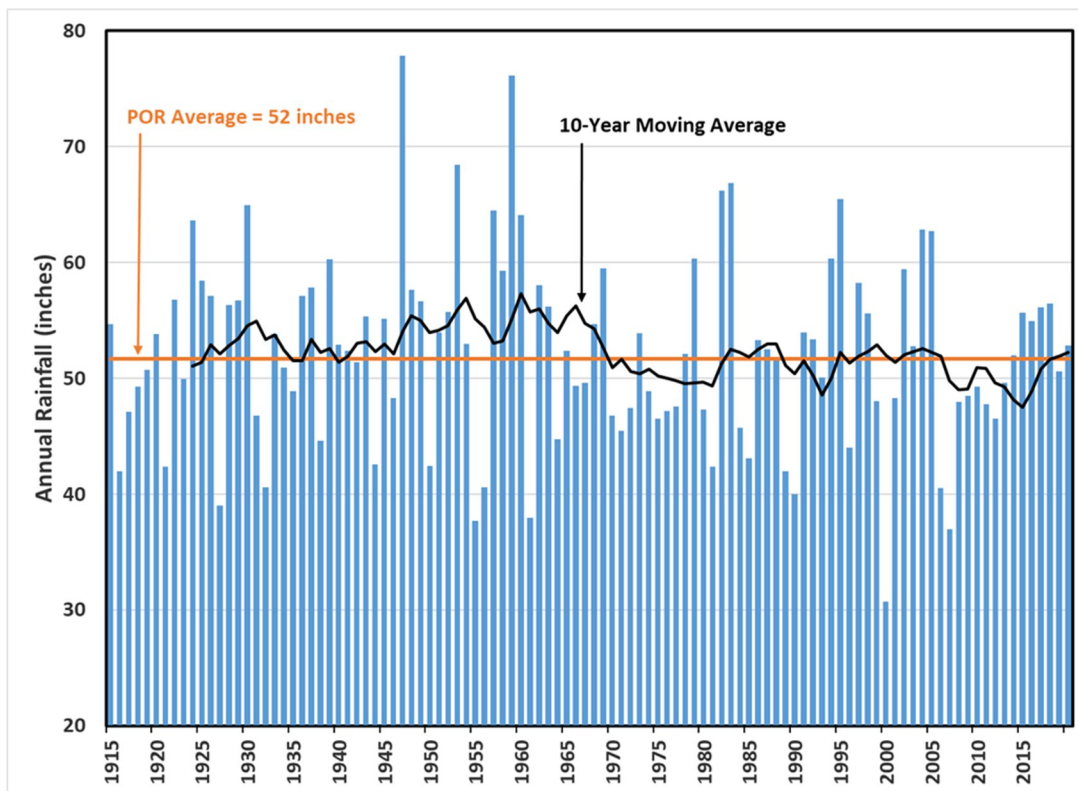


Figure 4. Long-term rainfall as depicted for the Peace River Basin

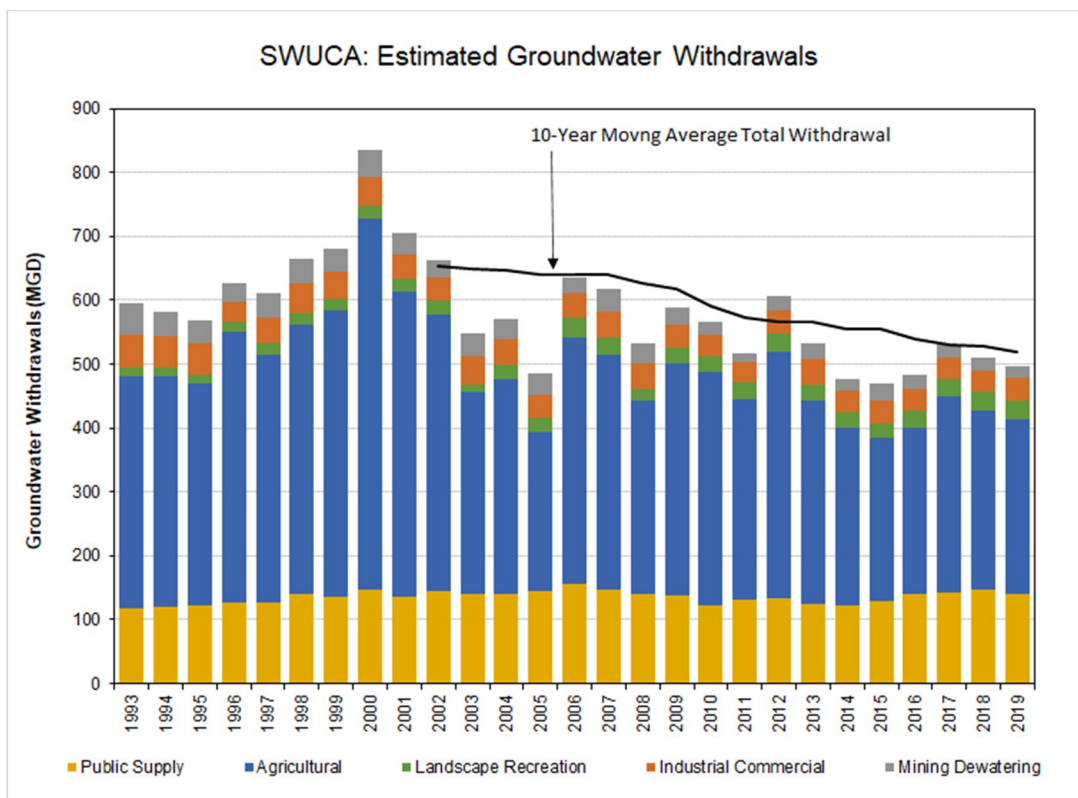


Figure 5. Total estimated/actual groundwater withdrawals in the SWUCA

## Governing Board Meeting

December 14, 2021

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

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

**December 14, 2021**

**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****December 14, 2021****Discussion: Action Item: Offer for Surplus Lands – Lake Panasoffkee (LP-1), SWF Parcel No. 19-528-154S***Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase (Contract) for a surplus parcel identified as LP-1 (LP-1 Parcel). The District received an offer to purchase the LP-1 Parcel from Mr. Terry Dowless for \$1,500,000.00. The offer reflects a price of approximately \$30,000 per acre for approximately 50 acres. The Contract is attached as Exhibit 1, and a general location map and a site map are attached as Exhibits 2 and 3, respectively.

*Background*

The District has acquired several parcels that border the northern and eastern sides and western outfall of Lake Panasoffkee in Sumter County, which were originally acquired to protect the water and natural resources around the Lake. One such parcel is the 8,599-acre Hanover Tract purchased by the district in 1993. The LP-1 Parcel is a portion of the Hanover Tract and was identified as surplus in the 2015 Surplus Lands Assessment and was declared so by the Governing Board on May 19, 2015. The LP-1 Parcel is located west of Interstate 75's Wildwood Interchange and east of County Road 475 and has frontage on the south side of SR 44, a four-lane median divided road. The LP-1 Parcel is mostly cleared and consists of 50 acres of which approximately 47 acres are uplands. The LP-1 Parcel has a future land use of Conservation and is zoned for agricultural use.

The property has been listed with Saunders Real Estate since August 23, 2018 and advertised through multiple media and personal contacts since that time. Several offers for the property have been received and reviewed over the last couple of years that were between \$700,000 and up to \$1,750,000. Some offers were unacceptable because they were below the appraised price.

The Board previously approved contracts for the sale of this property for \$1,500,000 and \$1,550,000. The failure of these previous contracts resulted from the buyer being unable to obtain approval for a traffic light from the Florida Department of Transportation and the failure of the buyer to make the required security deposit timely.

Staff has evaluated the most recent offers based on the price, terms, and conditions of each contract. The risks associated with some of the contingencies presented in the most recent offers for the LP-1 were similar or greater than those in the recently approved contracts that have been unsuccessful. The offer received from Mr. Dowless does not have any contingencies that would be unusual or increase the risk of its failure.

*Appraisal and Price*

The LP-1 Parcel was appraised on December 29, 2020, for \$940,000 by Mancuso Appraisal Services, Inc., Nicholas J. Mancuso, MAI. As part of the appraisal, District staff has discussed the contracts and market activity related to this property with the appraiser and he independently considered market conditions affecting the value of the property. The highest and best use for the property determined in the appraisal, would be for distribution warehouse development and/or RV storage. That appraisal recognizes that use of the property for commercial purposes would be dependent on Sumter County's

approval to divide the District property, and to the change of the current zoning and land use designation of the property. A sales summary and adjustment grid from the appraisal is attached as Exhibit 4. The full appraisal is available upon request. The property value details are summarized below:

	<b>Total</b>	<b>Per Acre</b>
Offer Amount	\$1,500,000	\$30,000
Appraised Value	\$940,000	\$18,800
Listing Price	\$999,000	\$19,980

The buyer has not proposed any changes to the District's standard Contract for Sale and Purchase. The District's title to the property includes the subsurface rights. Upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes, the District may release its interest in all phosphate, minerals, metals, and petroleum that may be in, on, or under the property. The current offer being presented to the Governing Board is also above the appraised value and if accepted will be accompanied by a five percent (5%) good faith deposit. The contract details are summarized below:

- The District will deliver title to the buyer by Quit Claim Deed.
- The purchase price is \$1,500,000.
- The Buyer will make a deposit of five percent of the contract price or \$75,000 with a closing to occur no more than 60 days after the effective date of the Contract for Sale and Purchase.
- The buyer will pay the real estate commission of \$85,000 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

#### *Benefits/Costs*

The sale of surplus lands will allow the District to acquire lands that are more environmentally significant. Funds derived from the sale of surplus land may only be used for the purchase of other lands meeting the criteria in Section 373.139, Florida Statutes, resulting in more effectively meeting the District's core mission.

#### Staff Recommendation:

- Accept the offer of \$1,500,000;
- Approve the Contract for Sale and Purchase 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;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in, on, or under the land upon the request of the buyer;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

#### Presenter:

Ellen Morrison, Land Resources Bureau Chief

Approved by Attorney: \_\_\_\_\_

## CONTRACT FOR SALE AND PURCHASE

**THIS Contract for Sale and Purchase (Contract)** is made this \_\_\_\_\_ day of, 20\_\_\_\_, 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 (District), and Terry Dowless and/or assigns, having an address of 239 Baldwin Street, Gaithersburg, Maryland 20878 (Buyer), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell, and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (Property).

2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer will be binding for Forty-five (45) days after such execution by Buyer. If this Contract is not executed by the District on or before Forty-five (45) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.

3. **EFFECTIVE DATE:** The effective date of this Contract will be the date of execution by the District.

4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement will terminate.

5. **PURCHASE PRICE:** The total purchase price for the Property will be One Million Five Hundred Thousand dollars (\$1,500,000.00), which will be paid in the following manner:

a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer will deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes (F.S.), made payable to the closing agent designated by the District, as earnest money (Deposit). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District will return the Deposit to Buyer.

b. **Balance:** The balance of the purchase price will be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing

Contract for Sale and Purchase  
Parcel Name: LP-1  
SWF Parcel No.: 19-528-154S

Revised 3/1/2021

agent designated by the District.

6. **CLOSING, EXPENSE AND POSSESSION:** This Contract will be closed no later than Ninety (90) days from the effective date referenced in Paragraph 2, unless this Contract is terminated pursuant to Paragraphs 2, 4, 9, 13, or 14. The following are additional details of closing:

a. **Time and Place:** The date, time and place of closing will be set by the District.

b. **Conveyance:** At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS, CONDITION," without warranties or representations.

c. **Expenses:** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Meridian Title Company Inc., having an address of 37837 Meridian Ave STE 100, Dade City, FL 33525, as the escrow agent for closing. The Buyer will pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.

d. Buyer will also be responsible for paying \_\_\_\_\_ Real Estate in the amount of Eighty-five thousand dollars (\$85,000), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

Commission Schedule: Maximum Compensation Rate			
Purchase Price for the Property			Maximum Rate
The first	\$0	- \$1,000,000	6.0%
The next	\$1,000,001	- \$5,000,000	5.0%
The next	\$5,000,000 and over		4.0%

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:**

Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements,

Contract for Sale and Purchase

Revised 3/1/2021

Parcel Name: LP-1

SWF Parcel No.: 19-52B-154S



reservations and other interests.

8. **CONDITION OF THE PROPERTY:** Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within Sixty (60) days from the effective date of this Contract (Due Diligence Period). If Buyer determines the Property is unsuitable, this contract shall terminate and deposit shall be refunded to Buyer.

a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition.

b. If Buyer determines that the Property is not acceptable in Buyer's sole discretion, the Buyer may give the District thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

10. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 9 and subject to the same notices and waivers. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

11. **SURVEY:** If the Buyer chooses to obtain a survey of the Property, the Buyer agrees to provide the District with a certified copy of the survey.

12. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the

Contract for Sale and Purchase

Parcel Name: LP-1

SWF Parcel No.: 19-528-154S

Revised 3/1/2021

District will continue to operate the Property and any business conducted on the Property in the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

13. **RISK OF LOSS:** If substantial damage to the Property (more than \$5,000) occurs between the date of this Contract and the date of closing, the District will have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer will complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy will be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. If damage to the Property is \$5,000 or less, the parties will proceed to closing as though no damage had occurred.

14. **DEFAULT:** If Buyer fails to close within Ninety (90) days from the effective date referenced in Paragraph 3, the District will retain the Deposit, this Contract will terminate, and the District and Buyer will be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within Ninety (90) days from the effective date referenced in Paragraph 3, the District will return the Deposit to Buyer, this Contract will terminate, and Buyer and the District will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

15. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 9, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

16. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.

17. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract will be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

18. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.

19. **ASSIGNMENT:** This Contract may be assigned by Buyer without the prior written consent of the District.

20. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.

21. **AMENDMENTS**: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property will be revised by or at the direction of the District and will be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property will not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description will constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

22. **SURVIVAL**: Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **COUNTERPARTS AND AUTHORITY TO SIGN**: The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

24. **DOCUMENTS**: The following documents are attached 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.

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

**DISTRICT:**

Southwest Florida Water Management  
District, a public corporation of the State  
of Florida

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

*Nathan Dowless*  
\_\_\_\_\_  
Witness

NATHAN DOWLESS  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

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

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

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

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

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

**BUYER:**

By: *Terry Dowless*  
\_\_\_\_\_

Name: TERRY DOWLESS  
\_\_\_\_\_

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

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

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

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

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

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

**Exhibit "A"**  
**Legal Description**

**Legal Description Parcel**

**Description of Surplus Parcel 19-528-154S (LP-1)**

All of that portion of the Southeast 1/4 of Section 33, Township 18 South, Range 22 East lying within 808.00 feet and parallel with the South Right-of-Way line of State Route 44 as described in Official Records Book 982, Page 632 of the Public Records of Sumter County, Florida, all lying and being in Sumter County, Florida.

Containing 50 Acres more or less.

Approved for use by the Survey Section 10-25-2017, W.O. 18-015.

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**Exhibit "B"**  
**Southwest Florida Water  
Management District Requirements  
for Surplus Boundary Surveys**

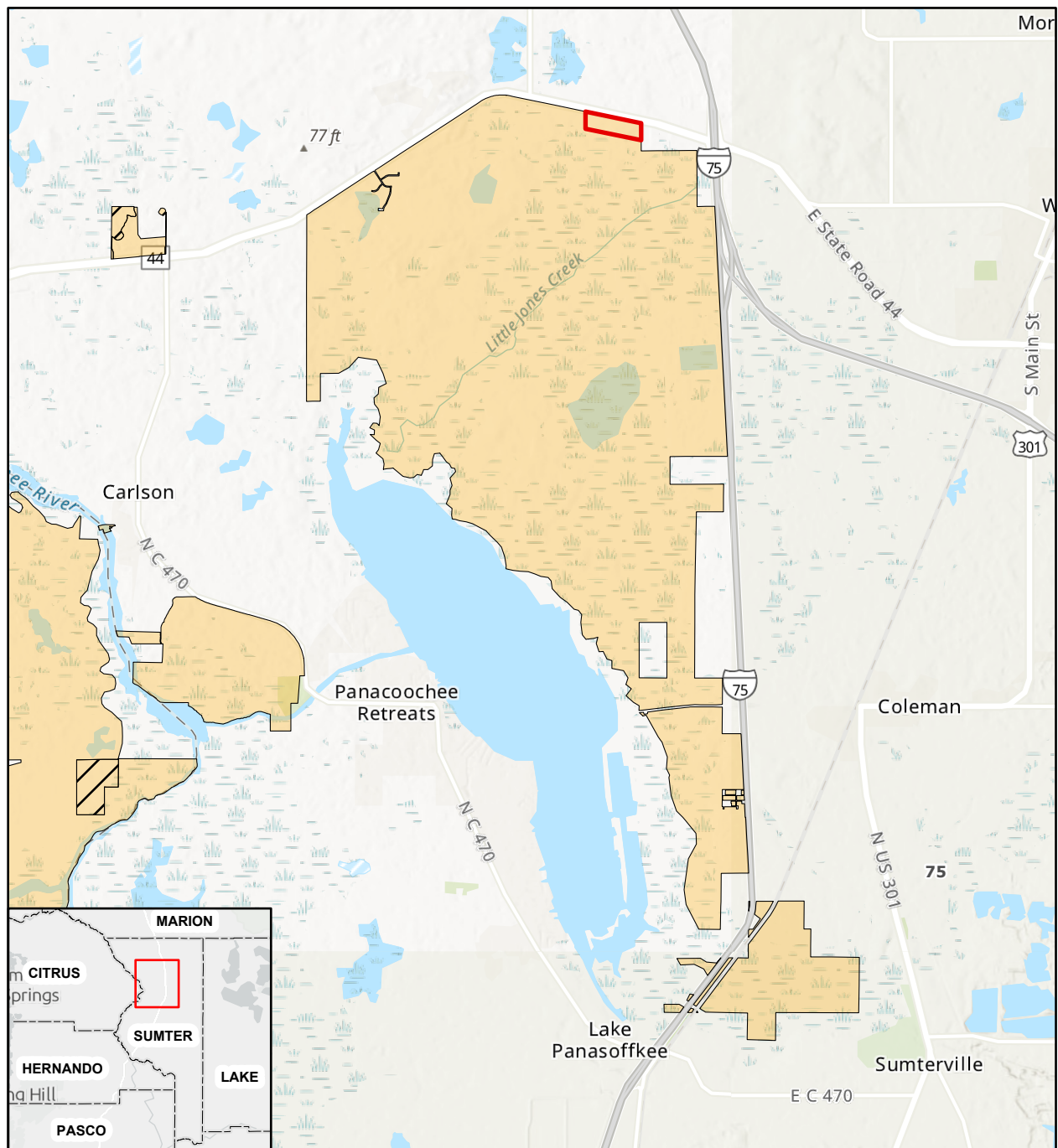
- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest Florida Water Management District
- The following certification will appear on the survey map:

**THIS SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.**

- Title Commitment exceptions must be addressed on the survey.
- When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- When the question or establishment of mean high water, safe upland elevation or ordinary high-water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf).
- All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.
- The legal description of the parcel being surveyed will be shown on the map of survey.

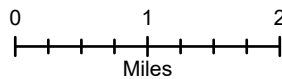
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# Exhibit 2 - Location Map - LP1



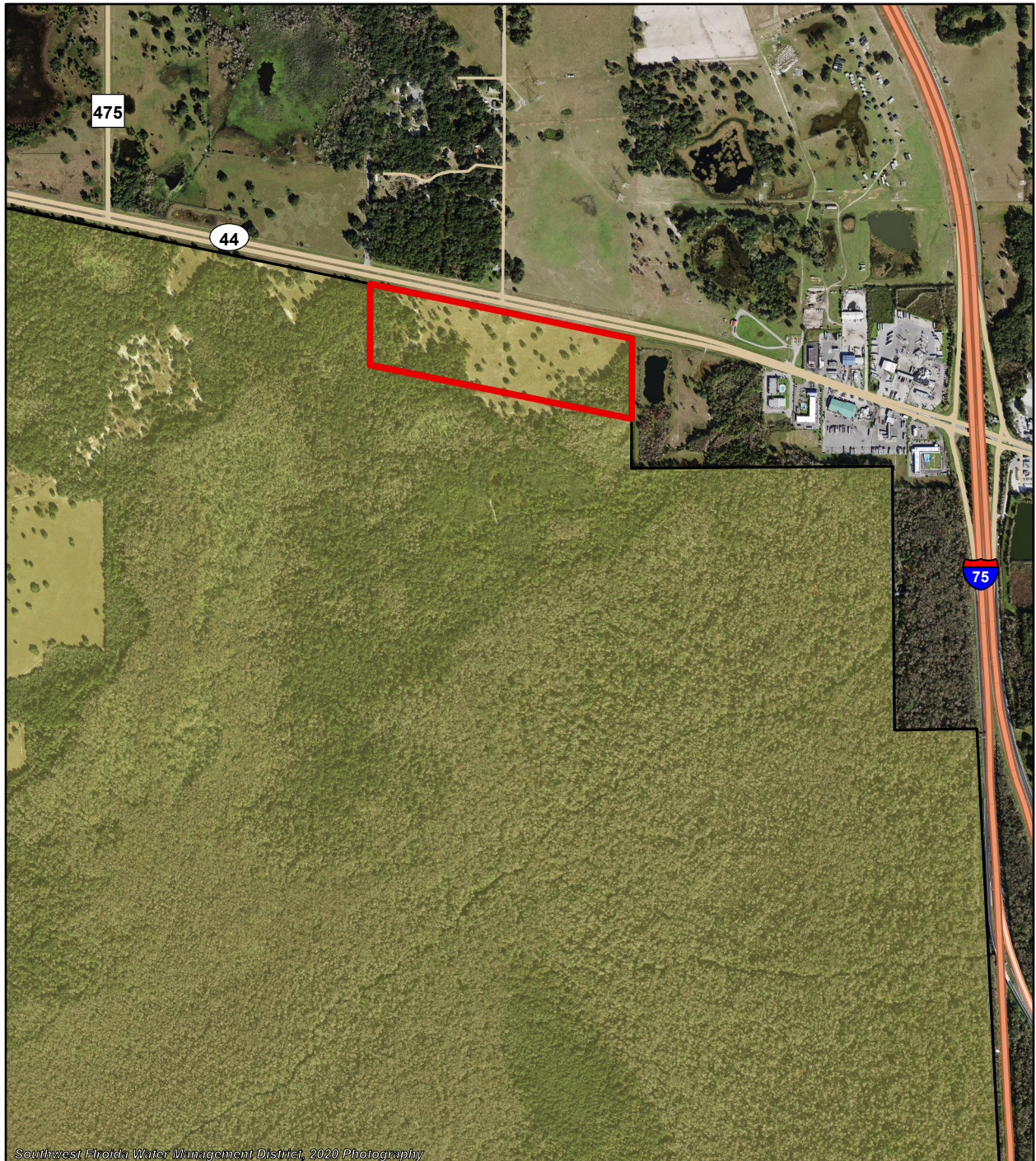
Esri, NASA, NGA, USGS, FEMA, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS, FDEP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA



- Surplus Parcel
- District Fee Simple Ownership
- District Conservation Easement

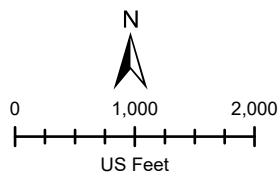




# Exhibit 3 - Site Map - LP-1



-  Surplus Parcel
-  District Fee Simple Ownership



Southwest Florida  
Water Management District



## Exhibit 4

### Sales Discussion and Comparison:

The five comparable sales utilized indicate a range of unadjusted unit prices from \$13,427 to \$20,583 per net upland/useable acre and the sizes of the sales ranged from 14.5 to 31.58 net upland acres.

### LAND SALES COMPARISON AND ADJUSTMENT CHART

SALE NO.	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4	Land Sale 5
Location:	West SR 44, west of I-75	2662 Norvel Bryant Hwy.	935 N. Independence	SE 92 <sup>nd</sup> Place Rd & SE 58 <sup>th</sup> Ave	CR 229	Ridge Road, west of Little Road
City	Wildwood	Hernando	Inverness	Bellevue	Wildwood	New Port Richey
County	Sumter	Citrus	Citrus	Marion	Sumter	Pasco
Date of Sale		Aug-20	Feb-20	Aug-19	Oct-19	Sept-17
Sales Price		\$325,000	\$335,000	\$1,125,000	\$275,000	\$650,000
Total Acres	50.0 acres±	18.12 acres +/-	24.95 ac	64.17 acres+/-	19.9 acres±	33.91 acres±
Net Upland/Useable Acres	47.0 acres±	18.12 acres +/-	24.95 ac.	64.17+/- acres	14.5 acres±	31.58 acres±
Zoning/FLU	A10C / Conserv.	GNC/LDRMH	GNC/LDRMH	B-2, B-5 A-1	A-10 C	Ag/ LI
Utilities	Electric	Electric	Electric	Elect, W & S	Elect, W & S	Elect. W & S
Road Frontage	4-lane paved SR 44	4-lane paved SR 486	2-lane paved US Independence	2 lane paved	2 lane paved CR 229	4 lane paved Ridge Rd
\$ / Net Upland Acre		17,936	\$13,427	\$17,532	\$18,965	20,583
Adjustments:						
Property Rights Conveyed		Similar	Similar	Similar	Similar	Similar
Financing		Similar	Similar	Similar	Similar	Similar
Conditions of Sale		Similar	Similar	Similar	Similar	Inferior
Market Conditions		Similar	Similar	Similar	Similar	Inferior
Physical Adjustments:						
Location		Inferior	Much Inferior	Similar	Similar	Superior
Access / Frontage		Similar	Similar	Similar	Similar	Similar
Size		Smaller/superior	Smaller/superior	Larger/inferior	Smaller/superior	Smaller/superior
Utilities		Similar	Similar	Superior	Superior	Superior
Easements/ Encumbrances		Similar	Similar	Similar	Similar	Inferior
Zoning/FLU		<u>Inferior</u>	<u>Inferior</u>	<u>Inferior</u>	<u>Inferior</u>	<u>Similar</u>
Net Adjustment		Slightly Inferior	Inferior	Slightly Inferior	Similar	Similar

## OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

**December 14, 2021**

**Discussion: Action Item: Purchase of Southworth Property, Weekiwachee Preserve Project, SWF Parcel 15-773- 203**

### *Purpose*

The purpose of this item is to request Governing Board approval of a purchase and sale agreement for the acquisition of the Southworth Tract, SWF Parcel No. 15-773-203. Exhibits 1 and 2 attached hereto are general location and aerial maps, respectively.

### *Background/History*

The District has been interested in purchasing the Southworth Tract for over twenty (20) years, dating back to 2000 when George Southworth (Southworth) successfully negotiated purchase of portions of the parcel in direct competition with the District. The District was attempting to purchase parcels to complete the Weeki Wachee Preserve Project.

Negotiations with Southworth for purchase began in 2013, and an offer for exchange of 413 acres of encumbered District-owned property (with the District retaining a conservation easement) for a conservation easement over Southworth's then-owned acreage consisting of approximately 407 acres was presented to the Governing Board on September 24, 2013. The Governing Board approved continuing these negotiations while indicating they preferred a fee acquisition; however, those negotiations did not manifest in a purchase. In July of 2018, an offer for fee title in the amount of \$2,669,000 for approximately 515 acres (\$5,182.52 per acre) was made by the District and declined by Southworth. In August 2019, an offer for fee title in the amount of \$3,068,500 for approximately 515 acres (\$5,958.25 per acre) was made by the District and declined by Southworth, who countered at \$5,000,000 for fee title, or \$2,600,000 for a conservation easement. The District declined Southworth's counteroffer. In November 2019, Southworth acquired an additional 100 acres, resulting in his ownership increasing to approximately 617 acres. Southworth will retain 28 acres surrounding his pole barn, reducing the total acreage available for purchase to 589 acres.

### *Property Description*

The Southworth Tract is located on the south side of Osowow Boulevard at its intersection with Shoal Line Boulevard in Hernando County, Florida, and shares boundaries with seven (7) other parcels currently owned by the District which are not connected. The Southworth Tract is a 617-acre parcel consisting of approximately 16% uplands and 84% wetlands. Southworth will keep 28 acres where his pole barn is located, bringing the total acreage available for purchase by the District to 589 acres. The acquisition of the Southworth Tract will create multiple benefits for the District, as outlined below.

*Connectivity:* Since the Southworth Tract shares boundaries with seven (7) other parcels currently owned by the District which are not presently connected, its acquisition would create connectivity between those properties as well as greatly improve management efficiency of the existing Weeki Wachee Preserve Project (Project). Further, this acquisition would substantially complete the Project and is already within the District's Florida Forever Workplan.

*Areas of Responsibility:* The Southworth Tract meets all four of the District's Areas of Responsibility (AORs), three of them in substantial percentages: water quality (100%), flood control (91%), and natural

systems (87%), and water supply to a lesser extent. A map indicating the AOR areas is attached as Exhibit 3.

*Natural Systems/Benefits:* The acquisition of the Southworth Tract would provide enhanced protection of certain natural systems, including a spring, tidal creeks, and forested wetlands. Aripeka #1 Spring, a component of the Magnolia-Aripeka Springs Group that feeds Hammock Creek is located in the southwestern part of the property, and most of the Southworth Tract falls within a springs protection area. Further, the Southworth Tract falls within the Florida Wildlife Corridor identified within the Nature Coast Critical Linkages, thus acquisition would help protect portions of the Florida Wildlife Corridor in southwestern Hernando County and provide important wildlife habitat. A map indicating the Southworth Tract's location within the Florida Wildlife Corridor is attached as Exhibit 4.

Not only does acquisition of the Southworth Tract support the District's core mission and all four AORs at the District level, the acquisition supports a much larger effort of protection and maintenance of good water quality across the nearshore coastal waters where there is one of the largest seagrass habitats in the world. Overall, the Springs Coast (from Anclote Key to Waccasassa Bay) covers approximately 400,000 mapped acres of seagrass and associated benthic habitat. Any opportunity to protect substantial portions of coastal wetlands is crucial and important to conservation and preservation of the State's water resources.

#### *Appraisal and Valuation Summary*

In accordance with District policy and F.S. 373.139, two appraisals were obtained for this property. The reports were prepared by Frank Catlett and Ron Sparks. The reports have a date of valuation of November 9, 2021, and November 1, 2021, respectively. The appraisals have been independently reviewed. The appraisals were determined to meet the necessary legal or District requirements and contain sufficient factual data to support the value conclusion. The complete appraisals will be provided upon request.

The appraisers considered only the land value of the property subject to its location, physical conditions and its zoning/ land use at the time of valuation. The appraisers utilized a total of eight comparable sales between the reports. Also, one contract and two listing were considered. The appraised values and comparable sales utilized are summarized as follows:

	<b>Appraisal Report Date</b>	<b>Fee Value</b>	<b>Gross Acres</b>	<b>Percent Uplands</b>	<b>Value Per Gross Acre</b>
Frank Catlett	11/09/2021	\$4,820,000	617.5	20%	\$7,806.00
Ron Sparks	11/01/2021	\$4,630,000	617.41	25%	\$7,499.00

Comparable Sales	Sale Date	County	Gross Acres	Percent Uplands	Price Gross Acre Unadjusted
Comp. Sale #1	06/09/2021	Hernando	196	79%	\$9,745
Comp. Sale #2	08/28/2020	Hernando	199	100%	\$8,283
Comp. Sale #3	02/07/2020	Hernando	105	100%	\$7,820

Comp. Sale #4	12/21/2018 & 11/04/2020	Pasco	156	80%	\$15,682
Comp. Sale #5	01/17/2020	Hernando	125	46%	\$8,001
Comp. Sale #6	08/29/2019	Pasco	314	98%	\$8,109
Comp. Sale #7	05/08/2018	Pasco	357	78%	\$5,872
Comp. Sale #8	12/11/2017	Citrus	595	41%	\$5,494

*Highest and Best Use* – The highest and best use, as determined by the appraisers based on the physically possible, legally permissible and financially feasible uses for the property, would be for future residential development.

The appraisers applied the Sales Comparison Approach (Market Approach) to determine the value. The appraisers relied on recent sales of comparable property from Hernando, Pasco and Citrus Counties. The sales were adjusted for time, location and physical differences that included location and size. The comparable sales in the appraisals ranged in size from 105 to 595 gross acres and most are comprised of a mix of both uplands and wetlands, although some do not contain any wetlands. The eight comparable sales transactions occurred between December 2017 and June 2021.

The comparable sales were chosen to reflect the full range of value based on their physical characteristics and highest and best use. The appraisals developed a value by applying quantitative and qualitative adjustments to the comparable sales considering the differences in physical characteristics including wetlands, location, size, land use and zoning entitlements. The appraiser's value estimate is based on the current market for similar parcels for the subject's gross acreage.

#### *Analysis*

The Catlett Appraisal is \$7,806.00 per gross acre, and the Sparks appraisal is \$7,499 per gross acre. The Southworth property represents a unique opportunity due to its location and the opportunity for the District to link several properties together with substantial completion of the Weeki Wachee Project. The owner is a knowledgeable market participant that is evaluating all options, including the potential for a mitigation bank, which could create additional value above market value.

While both appraisals are well supported, due to market conditions and uncertainties as well as lagging sales for comparables, basing the offer on the higher appraised value would be reflective of this property's market value, and specifically the value of the property to the District overall as well as the general public for conservation value. The high appraised value is below the average price per gross acre indications of the comparable sales. Finally, Southworth stated that he is no longer interested in pursuing ongoing negotiations with the District beyond the presently contemplated transaction and asked for the District's highest and best offer before permanently terminating negotiations.

#### *Negotiated Transaction*

The following is a summary of the terms negotiated between the District and the property owner, the Purchase and Sale Agreement is attached as Exhibit 5.

- The District will receive 589.17 gross acres with the price subject to adjustment of surveyed acres exclusive of sovereign lands.
- The District will pay Southworth the high appraised value of \$4,597,734 (\$7,806 per gross acre).
- The District will pay the documentary stamps on the deed and reimburse Seller for the survey.
- Closing shall be consummated no later than December 31, 2021.

- Closing is subject to a boundary survey that identifies a boundary based on the ordinary high or safe upland line to ensure that the District does not pay for any sovereign lands.
- Closing is subject to acceptable title.
- Closing is subject to an acceptable environmental site assessment.

#### *Funding*

The District has funds available for land acquisition generated from the sale of land or interests in land.

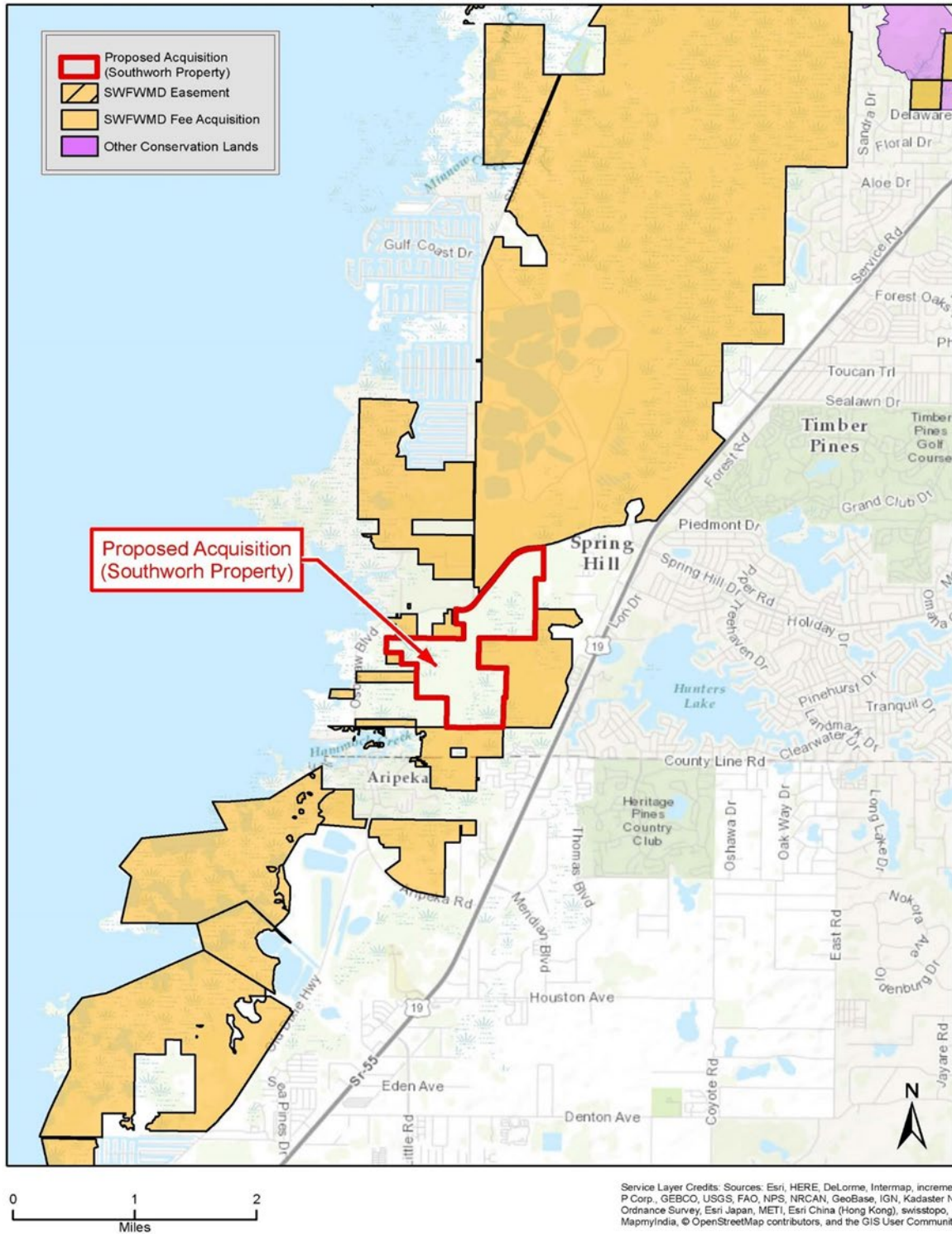
#### Staff Recommendation:

- Accept the appraisals;
- Approve the Purchase and Sale Agreement and authorize the Executive Director or designee to sign on the behalf of the District;
- Designate SWF Parcel No. 15-773-203 as having been acquired for conservation purposes;
- Authorize staff to make minor changes or corrections to conform documents or correct errors; any substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

#### Presenter:

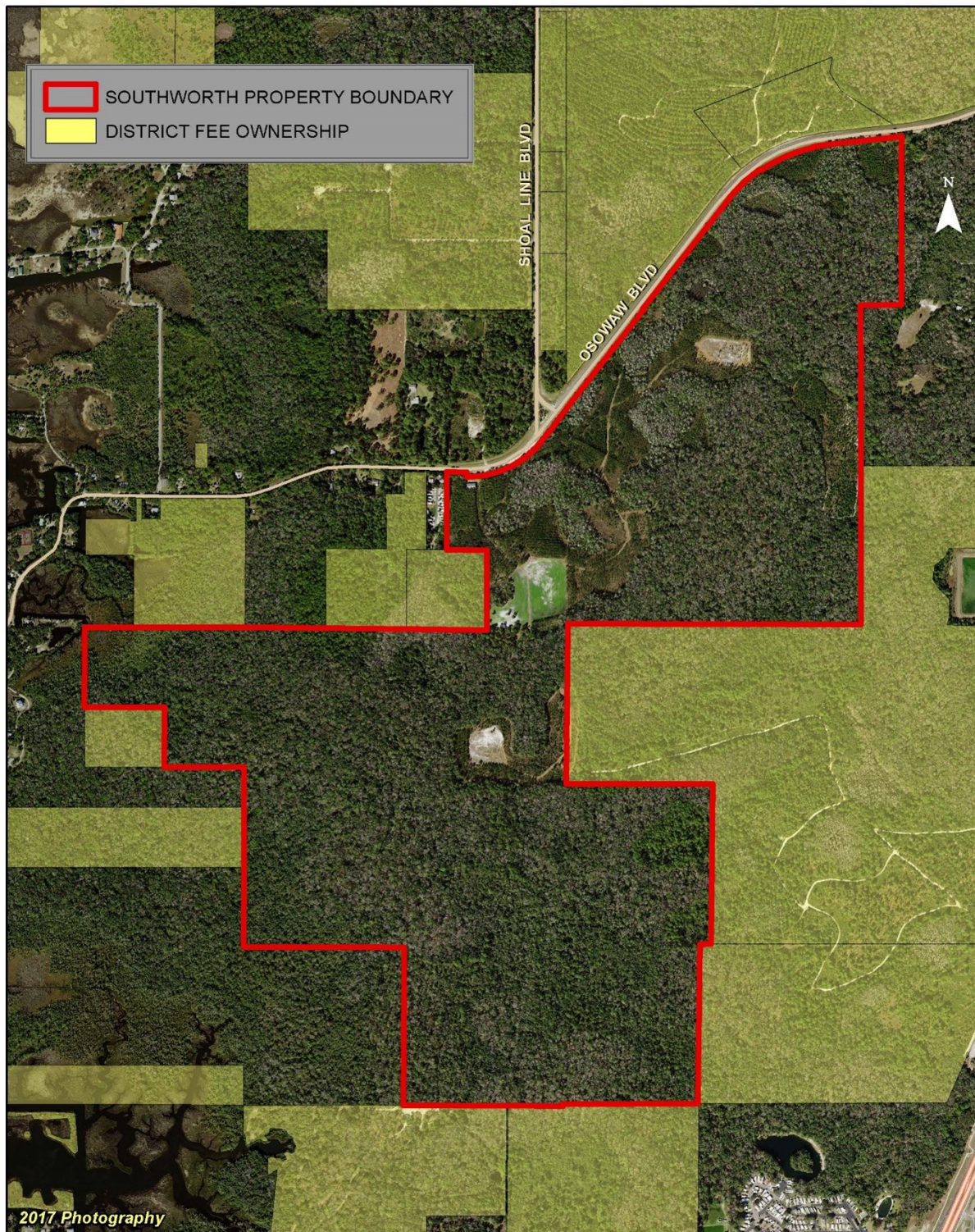
Ellen Morrison, Land Resources Bureau Chief

## Weekiwachee Preserve





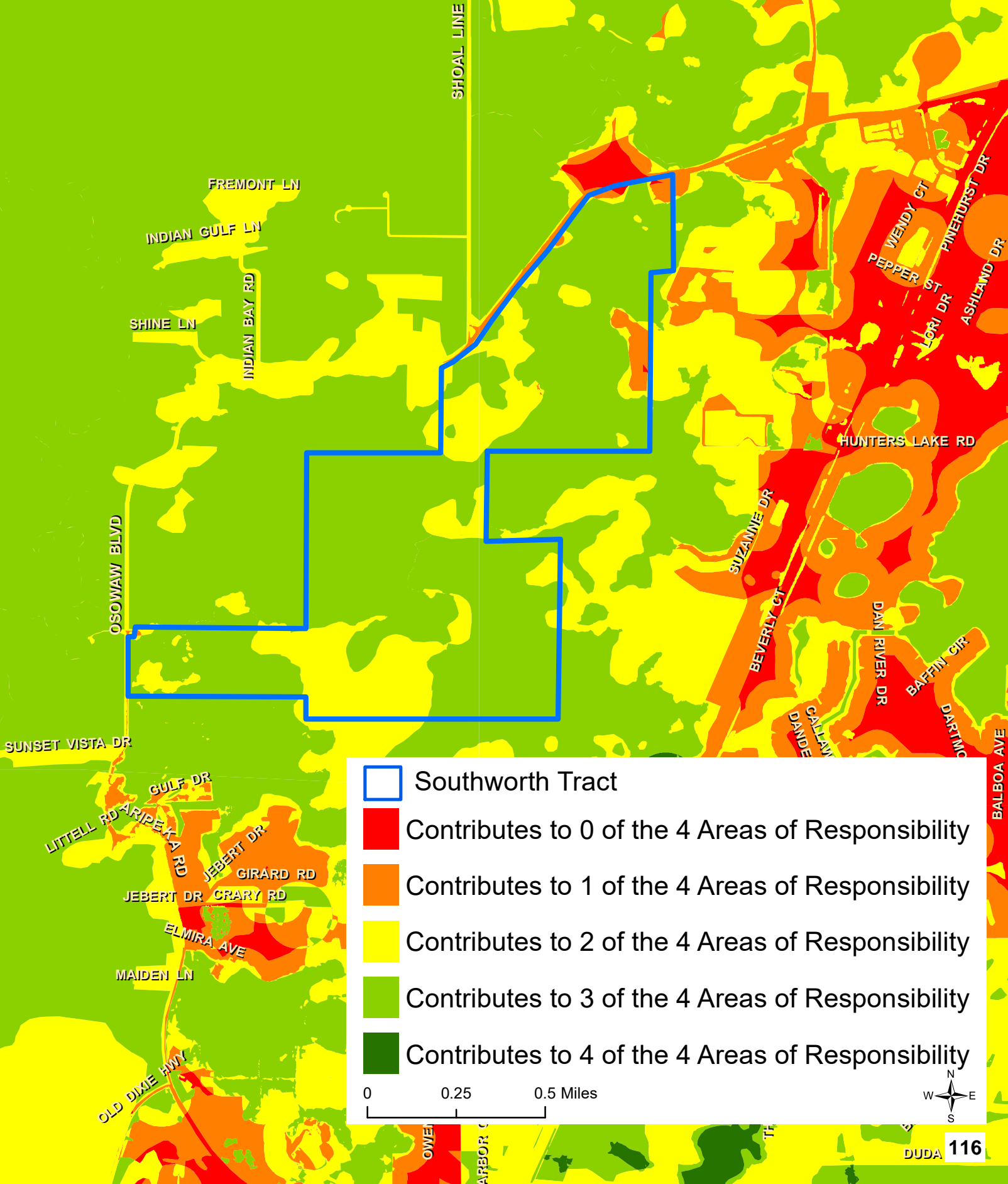
## WEEKIWACHEE PRESERVE



Date: 11/15/2017



# Weeki Wachee Proposed Acquisition





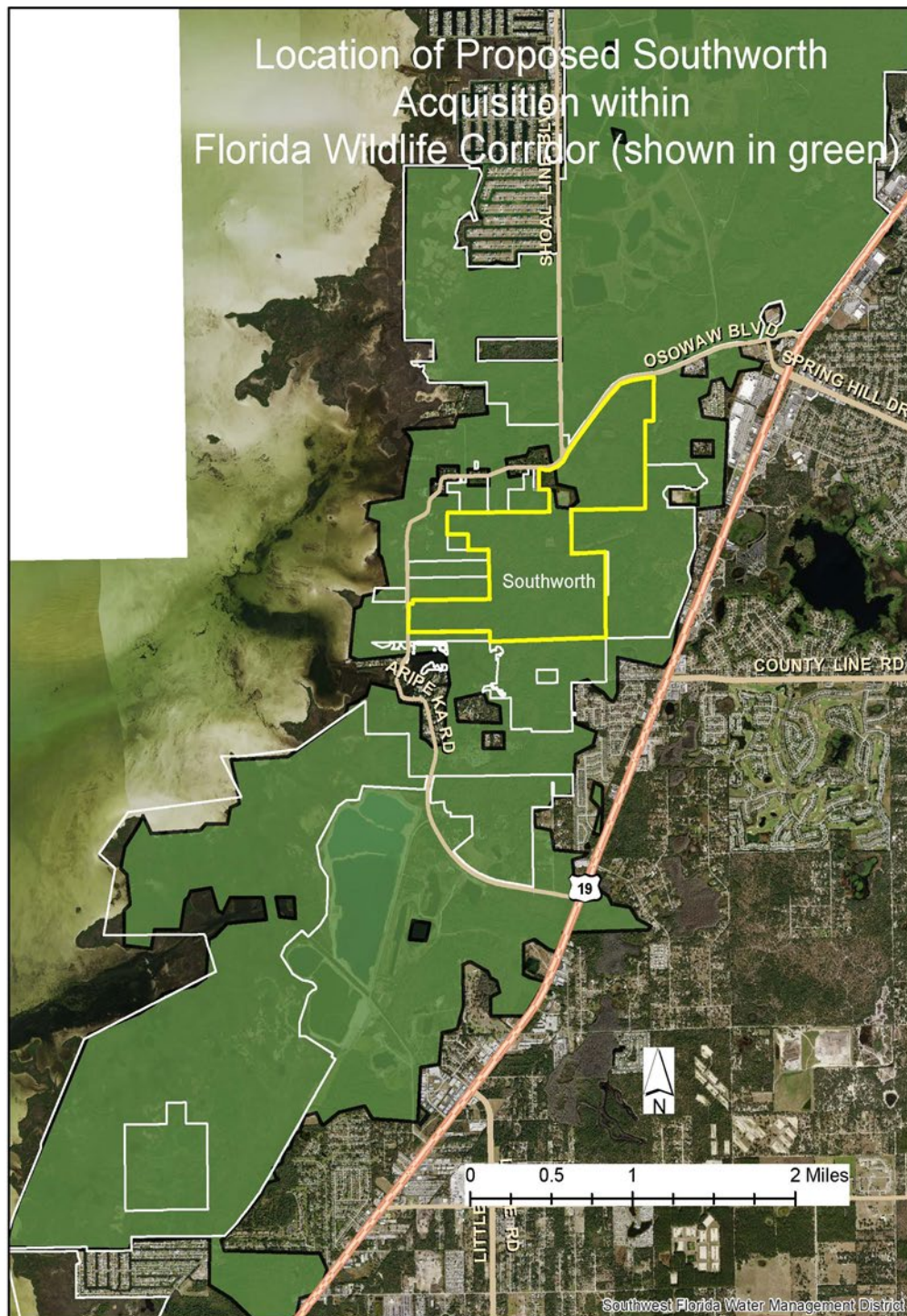


Exhibit 5

SWF Parcel No. 15-773-203

Approved by Attorney: \_\_\_\_\_

Parcel I.D. No(s). 00375310, 00375258, 00375267, 00376701, 00376710,  
00375383, 01037041, 01353243, 01353234, 01353225,  
01703482, 01587599

**PURCHASE/SALE AGREEMENT**

This Agreement, made and entered into by and between George L. Southworth, individually and as Trustee of the George L. Southworth Revocable Trust having a mailing address of Post Office Box 16966, Tampa, Florida, 33687-6966, referred to collectively as "Seller," and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Buyer" or "District."

WITNESSETH:

**WHEREAS**, Seller is the owner in fee simple of certain real property located in Sections 30 and 31, Township 23 South, Range 17 East and Section 36, Township 23 South, Range 16 East in Hernando County, Florida, herein after referred to as the "Property"; and

**WHEREAS**, Buyer desires to acquire the Property as part of the District's authorized project known as the Weekiwachee Preserve Project.

**NOW THEREFORE**, in consideration of ten dollars and no cents (\$10.00) paid by Buyer to Seller and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property, upon the following terms and conditions:

1. **PROPERTY** The Property that is the subject of this Agreement is more specifically described in Exhibit "A" attached hereto and incorporated herein by reference.
2. **EFFECTIVE DATE** If this Agreement is not executed by Seller on or before November 22, 2021, Buyer's offer contained in this Agreement is withdrawn and is thereafter null and void. The date of this Agreement ("Effective Date") will be on the day and year the last of the Parties has signed below.
3. **APPROVAL** This Agreement is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Agreement and all the terms and conditions hereof, Buyer will notify Seller thereof in writing and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate. This approval shall be provided no less than ten (10) days prior to closing on this Agreement.
4. **FUNDING** Since a portion of the funds for acquisition of the Property will be obtained from the Florida Forever Trust Fund, funding for the purchase of the Property is

subject to final approval by the Florida Department of Environmental Protection hereinafter referred to as "FDEP" pursuant to Sections 259.105 and 373.139, (F.S.) and any rules adopted thereunder. If the FDEP does not release to the District all the funds required to purchase the Property from the Florida Forever Trust Fund prior to closing, the District will notify the Seller thereof in writing and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate. This approval shall be provided no less than ten (10) days prior to closing on this Agreement.

5. **PURCHASE PRICE** The total purchase price will be Seven Thousand Eight Hundred Six dollars and no/100 cents (\$7,806.00) per acre, for approximately 589.14 acres of land, for a total purchase price of Four Million Five Hundred Ninety Seven Thousand Seven Hundred Thirty Four dollars and no/100 cents (\$4,597,734.00) payable in cash by Buyer to Seller; provided, however, that the total purchase price will be increased or decreased by Seven Thousand Eight Hundred Six dollars and no/100 cents (\$7,806.00) per acre for every acre of land more or less than 589.14 acres or any portion thereof as determined by the survey provided for in paragraph number 9 of this agreement.

6. **TITLE** Seller will deliver to Buyer, at the closing, marketable title to the Property free and clear of all leases, liens, mortgages, outstanding mineral interests and other encumbrances not acceptable to Buyer. The Buyer, at its expense, will obtain a title insurance policy, insuring Buyer's title to the Property in the full amount of the purchase price of the Property upon closing the transaction. If the Buyer finds the title to be unmarketable, or if Buyer cannot obtain a commitment for a title insurance policy on fee simple title, Buyer will notify Seller in writing within five (5) days of receipt of the commitment ("Notice of Defects") specifying the defects which exist with respect to the title of the Property. Seller will have ten (10) days after receipt of the Notice of Defects within which to respond in writing to the Notice of Defects and will either elect to cure such defects set forth in the Notice of Defects to the reasonable satisfaction of Buyer, Buyer's attorney, or Buyer's title insurance company, or decline to cure such defects set forth in the Notice of Defects. In the event Seller elects to cure such defects set forth in the Notice of Defects, Seller will also set forth a timeframe in which cure will take place. In the event that Seller declines to cure such defects set forth in the Notice of Defects Buyer may terminate this Agreement and all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such defect had been found.

7. **A. ENVIRONMENTAL** The Buyer, at its expense, will obtain a Phase 1 Environmental Site Assessment (ESA). The ESA shall address the entirety of the Property and be conducted in accordance with the requirements in Exhibit "B" attached hereto and incorporated herein by reference. The ESA shall be obtained within sixty (60) days after approval of this Agreement by District's Governing Board or not less than thirty (30) days before the closing, whichever occurs first. This requirement is to include instructions to the firm that both Seller and Buyer are to be considered as clients for the Phase 1 ESA. If the results of the Phase 1 ESA are unsatisfactory to the Buyer, Buyer may terminate this Agreement within fifteen (15) days after its receipt of the Phase 1 ESA by providing written notice of such termination to Seller. If the Phase 1 ESA indicates that a Phase 2 ESA or other investigations should be conducted, Seller will, at its expense,

conduct a Phase 2 ESA. If the Seller does not conduct a Phase 2 ESA and cure any resulting problems at least ten (10) days prior to closing, then Buyer may terminate this Agreement and Seller will reimburse Buyer for its cost of the Phase 1 ESA. Buyer may terminate this Agreement if Buyer determines in its sole discretion the extent of any remedial action is excessive. In order to accommodate the environmental consultant, Seller will provide reasonable access onto the Property, including access to the interior of any structures located on the Property.

**B.** If at any time between execution hereof and the closing Buyer determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., or by any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Property, Buyer may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no Contaminants had been found.

**C.** Seller represents to Buyer that it is not aware of any Contaminants as defined herein deposited, located, placed or released on the Property.

**D.** If after closing Buyer discovers that Contaminants were deposited, located, placed or released on the Property prior to closing by the Seller, Seller will indemnify and hold Buyer harmless from and against any and all losses, damages, fines, charges, claims, costs, penalties, assessments, expenses, fees, including consultants' fees, attorneys' fees, legal assistants' fees and costs, liabilities (including strict liability), or third party claims (collectively hereinafter the "Costs") that are asserted, levied, assessed, entered into or charged to or against Buyer by any person, entity, agency, organization or body or against the Property in connection with the release, discharge, presence of or cleaning up, removing, disposing or otherwise eliminating any Contaminants. Buyer may require Seller, at Seller's expense, to remove such Contaminants from the Property and take any remedial or other action required by any local, state or federal agency.

**E.** In the event there is any trash or junk material on the Property that has been placed by the Seller, Seller will be required to remove all such trash and junk material at its sole expense prior to the closing. Buyer will notify Seller in writing of the existence of such trash and junk material on the Property and will make a final inspection upon notification by Seller that all trash and junk material has been removed from the Property prior to closing. Trash or junk material for the purposes of this Agreement includes, but is not limited to, abandoned automobiles, abandoned appliances, abandoned above or below ground storage tanks, metallic wastes, residential rubbish, farm equipment, deteriorated fence materials, dilapidated mobile homes, sheds, machinery, construction material or any other materials unacceptable to Buyer.

8. **CLOSING** Subject to the curative periods provided in paragraphs 6 and 7, the sale will be closed and the deed delivered to Buyer on or before December 31, 2021, unless extended by mutual agreement of the Parties in writing, and Seller will deliver exclusive occupancy and possession of the Property to Buyer on or before the date of closing. The Closing shall be held at a location, date, and time selected by the Buyer and reasonably acceptable to the Seller. During the period from the Seller's execution of this Agreement until Seller surrenders exclusive occupancy and possession of the Property to Buyer, neither Seller nor anyone under Seller's control or direction will commit or allow to be committed any act which diminishes the value of the Property.

9. **TAXES AND ASSESSMENTS** Taxes and assessments on the Property will be prorated through the date of closing. The proceeds will be increased or decreased as may be required by the proration of said items. If the amount of taxes and assessments for the year in which the closing occurs cannot be ascertained, rates, millages and assessed valuations of the previous year, with known changes, will be used, with allowance for homestead or other exemptions if allowed for either year. All real estate taxes and assessments which are, or which may become a lien against the Property will be satisfied by Seller at closing. In the event Buyer acquires fee title to the Property between January 1 and November 1, Seller will, in accordance with Section 196.295, F.S., place in escrow with the County Tax Collector an amount equal to the current taxes prorated to the date of closing. In the event Buyer acquires fee title to the Property on or after November 1, Seller will pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

10. **DEED** Upon payment of the purchase price as provided in paragraph 5, Seller will convey fee simple title to the Property to Buyer or its assigns by Warranty Deed free and clear of all leases, liens, mortgages and other encumbrances not acceptable to Buyer except taxes for the year in which the closing occurs. The documentary stamp tax on the deed and costs for recording the deed will be paid by Buyer.

11. **SURVEY** Prior to closing, the Property shall be surveyed at the expense of the Seller in accordance with the requirements in Exhibit "C", attached hereto and incorporated herein by reference. If the survey shows any encroachments on the Property or that the improvements located on the Property encroach on other lands, written notice thereof will be given to Seller, and Seller will have the same time to remove such encroachments as allowed under this Agreement for the curing of defects in title. If Seller does not remove or cure said encroachments within said time, Buyer, at its option, may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found or may adjust the purchase price. Buyer agrees to reimburse Seller for the cost of the Survey at closing.

12. **WELLS** As a condition of closing, Seller will disclose the location of all wells known to the Seller, if any, on the Property being sold to Buyer, whether permitted or not. The purpose of this disclosure is to document well locations on the boundary survey of the Property and to allow inspections by the environmental consultant performing the Phase 1 ESA and District's well program staff. Seller, at its sole expense, agrees to bring all wells located on the Property into compliance with Chapter 40D-3, Florida



Administrative Code (F.A.C.), and in accordance with District's established program for capping and plugging abandoned wells, before closing. This requirement includes all wells that do not meet current well construction standards.

**13. RISK OF LOSS** Seller will exercise all reasonable care and diligence to ensure that the natural conditions of the subject Property are in the same condition on the date of closing as they were during initial District staff and appraisal inspection on November 1, 2021. If such conditions have been changed for any reason as of the date of closing, Buyer may elect to declare this Agreement null and void and all rights and liabilities hereunder will terminate.

**14. ENCROACHMENTS AND ENCUMBRANCES** After Seller's execution of this Agreement until Seller delivers exclusive occupancy and possession of the Property to Buyer, neither Seller nor anyone under Seller's control or direction will cause or allow any encroachments or encumbrances on the Property not existing on the date of Seller's execution hereof. At the closing, Seller will furnish Buyer with Seller's affidavit, stating that neither Seller nor anyone under Seller's control or direction have taken any action to encumber the Property or otherwise adversely affect the status of the title thereto between the date of Seller's execution of this Agreement and the closing and stating either that there have been no improvements made to the Property during the ninety (90) days immediately preceding the date of closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full. If Seller is a corporation or other business entity, Seller will also furnish Buyer with Seller's Non-Foreign Corporate Affidavit at or before the closing as required by Section 1445(b)(2) of the United States Revenue Code, to relieve Buyer from withholding any income or capital gains taxes on the purchase price. Seller agrees to indemnify and hold Buyer harmless, for all fees and costs incurred including, but not limited to, any attorney's fees incurred by Buyer, as a result of any misrepresentations, omissions, or errors in Seller's Affidavits.

**15. FEES/COMMISSIONS** Buyer is not now, nor will they be liable to Seller or to Seller's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to Buyer, and Seller will defend, indemnify and hold harmless Buyer, its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement. The parties acknowledge herein that there are no real estate sale commissions owed to any Broker or Agent as a result of this transaction.

**16. DISCLOSURE** Seller will comply with the disclosure requirements pursuant to Section 286.23, F.S., (real property conveyed to public agency; disclosure of beneficial interests), if applicable.

**17. PROCEEDS** At closing, the distribution of the purchase amount will be made by Buyer to the title company in the form of a check or wire transfer. Final distribution of Seller's proceeds will be made to Seller by the title company.

**18. DISBURSEMENT** It is understood and agreed to by the Parties that the funds for

the purchase price may not be disbursed to Seller at the closing but may be held in escrow by Buyer's closing agent pending recording of the deed and recertification of title by Buyer's title insurance company showing no intervening encumbrances before the recording of the deed. However, the funds shall, in no case, be disbursed to the Buyer after December 31, 2021, absent additional written agreement by the Parties. Failure to fully consummate this sale on or before December 31, 2021, will terminate this Agreement and negate this sale.

**19. DEFAULT** If either Buyer or Seller fails to perform this Agreement, either party, at its option, may bring suit for specific performance of this Agreement or for damages. In the event of such suit, the prevailing party will be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal. This provision does not constitute a waiver of District's sovereign immunity under Section 768.28, F.S., or extend District's liability beyond the limits established in Section 768.28, F.S. Additionally, this provision shall not be construed to impose contractual liability on the District for underlying tort claims beyond the limits specified in Section 768.28, F.S.

**20. OTHER AGREEMENTS** No agreement or understanding, verbal or in writing, unless incorporated herein, will be binding upon the Parties.

**21. BINDING EFFECT** The covenants herein contained will bind, and the benefits and advantages hereof will inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; whenever used herein, the singular will include the plural, the plural will include the singular, and the use of any gender will include the other.

**22. SURVIVAL OF CONTRACT TERMS** The terms and conditions of this Agreement will survive the closing of the sale of the Property.

**23. NOTICE** Any notice which must or may be given under this Agreement or by law will be in writing and will be deemed to have been given when delivered by personal delivery or when deposited in the United States mail, certified, return receipt requested, full postage prepaid to Buyer or to Seller at the addresses set forth above.

**24. CONSTRUCTION** Seller and Buyer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

**25. HEADINGS** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

**26. SEVERABILITY** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any section of this Agreement.

27. **WAIVER** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

28. **PUBLIC RECORDS** All records and documents generated or received by the Parties in relation to this Agreement are subject to the Public Records Act, Chapter 119, F.S., except that appraiser reports, offers and counteroffers are confidential and exempt from the provisions of Section 119.07(1), F.S., until an option contract is executed, or if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the District Governing Board pursuant to Section 373.139(3)(a), F.S.

29. **RELEASE OF INFORMATION:** The parties agree not to initiate any oral or written media interview or issue press releases on or about this agreement without providing advance notices or copies to the other party. This provision will not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

30. **ELECTRONIC SIGNATURE:** The District agrees that this Agreement may be executed by the Seller by electronic signature in a manner that complies with Chapter 668, Florida Statutes.

31. **DOCUMENTS:** The following documents are attached 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.

Exhibit "A" Property Map

Exhibit "B" Environmental Site Assessment Requirements

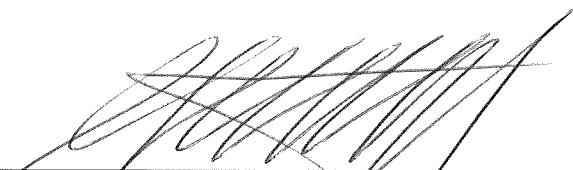
Exhibit "C" Survey Requirements

[The remainder of this page intentionally left blank]



In Witness Whereof, the Parties and the lawful representatives of the Parties hereto have caused these presents to be executed in their respective names upon the day and year entered below their respective signatures.

**Seller:**

By:   
George L. Southworth, Individually and as Trustee  
of the George L. Southworth Revocable Trust dated

Date: 11-15-2021

**Buyer:**

Southwest Florida Water Management District

\_\_\_\_\_  
Brian J. Armstrong  
Executive Director

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

# Exhibit "A"

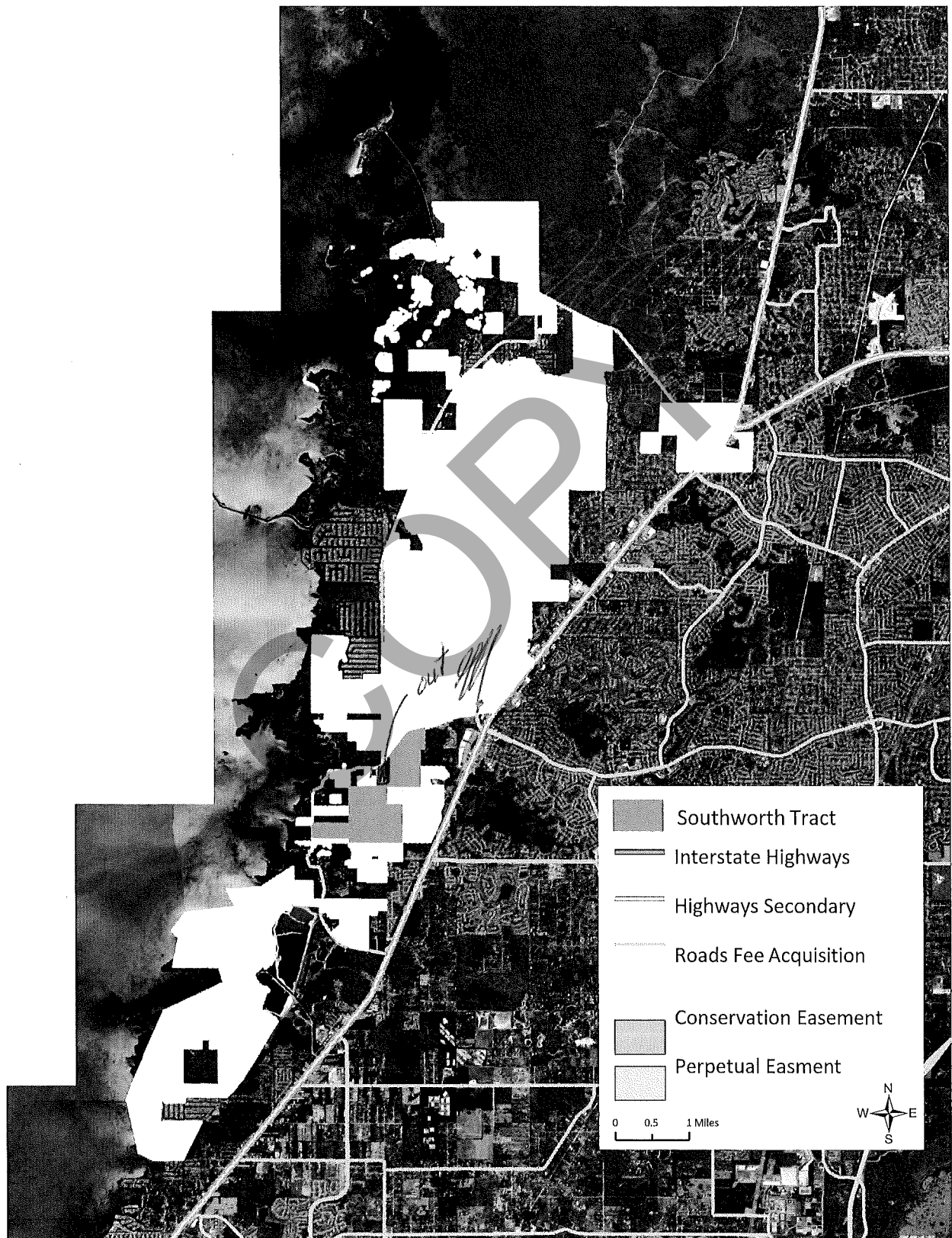


Exhibit "B"

**MINIMUM ENVIRONMENTAL SITE ASSESSMENT REQUIREMENTS  
TO DETERMINE THE PRESENCE OF CONTAMINANTS**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

The following is the minimum requirements for acceptance of an Environmental Site Assessment (ESA). This outline should not be construed as a limitation.

**I. PURPOSE**

The reports are obtained for the purpose of exercising due diligence in the acquisition of property by determining if there is a probability or the presence of hazardous materials, pollutants, contaminants, wastes or toxic wastes and substances that are designated pursuant to and/or regulated by any applicable federal, state, or local, laws, statutes, ordinances, rules, regulations or other governmental restrictions relating to, regulating or imposing liability or standards of conduct concerning environmental contaminants.

**II. SCOPE OF WORK**

The assessment is to be based on latest **American Society of Testing and Materials "ASTM" Standard Practice** E 1527, E 1528 or E 2247 depending on the type and size of the property. ***The report shall contain all contracts associated with this environmental site assessment. The contractor shall investigate all environmental issues inclusive of but not limited to CERCLA. The Southwest Florida Water Management District's (District) use is not limited to CERCLA and this report should include surface water issues, wastewater issues, solid waste issues, air pollution issues, and any other environmental issues that might be related to the use of the property as a public land.*** The report will be prepared by qualified professionals who will follow the aforementioned standard practices and any applicable standards set forth by any local, State, and/or Federal governments and/or agencies. In addition to the aforementioned requirements, the contractor shall incorporate following requirements:

- A. Search available public and private records for prior ownership including "Recorded Land Title Records" and use including investigation of occupational licenses, professional licenses and permits of the property from the present back to 1940 or the first recorded ownership and/or use, whichever is earlier. These sources cannot be the only historical sources consulted. At least one additional standard historical source, per ASTM standard practice must also be consulted.

- B. When investigations include the use of an ASTM E 1528 Transaction Screen Questionnaire, personal interviews with prior owners, prior tenants and their employees, and neighboring landowners must be attempted. This questionnaire and results shall be included in the report.
- C. Review of current and historical aerial photographs of the property for an evaluation of prior uses of the property from the present back to the first aerial photographic records, if available. This resource is not to be used as an additional source to fulfill requirements described in paragraph - II. A.
- D. Review United States Geological Surveys and topographic maps, Natural Resource Conservation Service soil surveys, and Sanborn Fire Insurance Maps, if applicable, to identify the general topography, ground water characteristics and historic use of the property.
- E. If possible, determine if a prior environmental audit or assessment has been done; and, if so, what it disclosed.
- F. Property investigation requirements:
1. The site assessor, with compass or other means, will traverse the property in a manner that assures uniform coverage so that the entire property is viewed. The density of the traverses may vary according to the vegetation type. A map must be constructed showing the location of each traverse used to note the location of any condition described in paragraphs 2 and 3 of this section.
  2. The site assessor must make note of and examine any debris, mounds, stressed vegetation, unusual land colorations, odors, physical irregularities or similar features or deposits that may indicate old dump or contaminant sites. Other areas that will require careful examination are sinkholes, ravines, rights-of-way, edges of the fields and watercourses.
  3. Any dump or contaminant sites discovered should be noted on the traverse map, numbered and described briefly. For example, cans, barrels, garbage pits, storage tanks, machinery and similar materials associated with each site should be rated as to the degree of concern for contaminants. The site assessor will inspect the interior of any structure on the property for all the above.

### **III. ENVIRONMENTAL REPORT**

The written report, submitted with four copies, must be signed, sealed and dated by a professional engineer (P.E.) or professional geologist (P.G.). A statement of the qualification(s) of all professional personnel involved in the preparation of the ESA, including the site assessor, must be included in the report. The report should include a summation of all parties contacted and all work performed. The report should describe observations and finds and list any dump or contaminant sites on the traverse map. The report must have color photographs including all sites depicted on the traverse map. At any stage of the assessment where potential contamination is discovered, notification should be provided to the contracting party. A recommendation for additional investigation (Phase II ESA) must be accompanied by a cost estimate. Specific authorization must be obtained before proceeding with any services beyond those provided for in this scope of services.

Each ESA report shall include a copy of these requirements in the addenda and conform to the presentation form

COPY

**Exhibit "C"**  
**Southwest Florida Water Management District**  
**Requirements for Boundary Surveys**

**Scope of Work**

- ❑ All interior improvements must be shown (including wells, septic tanks, interior fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rightsuses will be located and noted.
- ❑ The survey will be certified to the 1) Southwest Florida Water Management District, 2) current owners, 3) Title Insurance agency and 4) Title Insurance underwriter.
- ❑ The following certification will appear on the survey map:

**THIS \_\_\_\_\_ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS OF PRACTICE APPLICABLE FOR THIS WORK, ASSET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES.**

- ❑ Title Commitment exceptions must be addressed on the survey (*see Mapping section below*).
- ❑ The survey will be based on the Florida State Plane Coordinate System (West Zone), North American Datum of 1983/Current Adjustment. Distances shown on the drawing and reported within any legal description created for this task work assignment will be converted to ground using an average scale factor.
- ❑ When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- ❑ Show all Federal Emergency Management Agency (FEMA) Flood Zones and/or Floodways. Search FEMA and local community for letter of map amendment (LOMA) and/or letter of map revision (LOMR) and show changes, if any. Reference Community Panel(s) and dates.

**When the lands being surveyed, or any portion thereof, are described as being a portion of a PLSS Section, Eight (8) controlling corners for each section described will be recovered and shown on the map of survey. If current corner and accessories are substantially different new Certified Corner Records are to be submitted to FDEP and copies provided as a deliverable for this task work assignment. In some instances, all 8 controlling corners may not need to be surveyed, this can be negotiated on a case by case basis with a District PSM after the request for scope and fee is made.**

**Mapping**

- ❑ Drawing size will be 24" x 36" drawn at an appropriate scale for the details being shown (for large areas, preferred scale 1"=200' or larger, e.g. 1"=100'). If multiple sheets are

used, sheet one of the set will be the key sheet, which will show the entire boundary of the parcel, street names and linework for the improvements and easements. Each subsequent sheet in the set will show the adjoining sheet number at the edge of the parcel, where applicable. All sheets will contain details, as needed, for clarity of improvements or encroachments.

- The following information will be prominently displayed in drawing title block, together with the District's logo:

Southwest Florida Water Management District Survey Section 2379 Broad Street U.S. Hwy. 41 South Brooksville, Fl. 34604 (352) 796-7211 (800) 423-1476	Basin Name: (e.g. Green Swamp) Project Name: xxxxxxxxxxxxxxxxxxxxx Parcel Number: (e.g. 10-100-100) Parcel Name: xxxxxxxxxxxxxxxxxxxxx
--	---

- Drawing orientation will have north to the top of the sheet (preferred) or to the right.
- A coordinate table, listing state plane coordinates for all property corners and Section corners recovered or set, will be shown.
- "Surveyor's Notes:" will be required on the drawing. This section will include a statement regarding the datum and accuracy of horizontal coordinates shown, together with the average scale factor used. The scaled around point (centroid) used for the conversion to ground distances will be noted; accuracy of located features will be noted, any items the surveyor of record feels needs to be reported about the survey will be noted in this section in a numbered paragraph(s) format.
- When north is rotated to the right on a sheet, all annotation will be oriented to read normally when the user views the map with north towards the top of the page.
- The legal description of the survey will be shown with a header of "Legal Description".
- List area in acres to the hundredth (e.g. 123.45 acres) and label within the parcel boundaries and below the legal description.
- Prominently label the parcel number within the boundaries of the parcel.
- When listing area in acres, do not state "more or less" except when combining with square footage (e.g. Containing 97,123 square feet or 2.23 acres more or less).
- List the title exceptions under Survey Notes:

Easements listed as items X, X, X, etc. under Schedule B – Section 2 of (Title Insurance Company Name)'s commitment number: XXXXXX (and if applicable) reference number XXXXXX effective date: XXXXXX XX, XXXX at XX:XX (a.m./p.m.) have been shown or noted hereon.

- ❑ Drawing No. XX-XXX-XXX (xx-xxx-xxx = parcel number) will be placed outside the bottom border on the right side.
- ❑ Any line or curve tables will be labeled and numbered in ascending order.
- ❑ Do not show owner(s) names or tax parcel identifiers from the property appraiser's data.
- ❑ When multiple sheets are used, the FEMA flood zone boundaries will be shown only in the last sheet of the set. This sheet will depict the entire parcel boundary, show sufficient features for orientation and be drawn at a reasonable scale.
- ❑ Only applicable items and/or abbreviations will be shown in the legend.
- ❑ A simple line diagram, vicinity or location map is required and will show the subject survey relative to clearly labeled major roadways. Do not copy in or externally reference other map sources i.e. aerial photography, scanned maps, web services.
- ❑ Drawing date (drawing started) will appear in the title box.
- ❑ No revision date will appear unless signed and sealed prints have previously been issued.
- ❑ Each sheet that depicts the survey boundaries will show the applicable Section(s), Township(s) and Range(s) and County(s) inside the upper right border.
- ❑ List geodetic control stations in notes (minimum of two), include designation and P.I.D.
- ❑ All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned.

## **CAD Standards**

- ❑ CAD file name will normally be the District parcel number (i.e. XX-XXX-XXX.dwg).
- ❑ Save file in 2007 or newer format.
- ❑ CAD file will be purged (*see note below*), layer set to 0, left in appropriate space for plotting (model or paper) and zoomed extents.
- ❑ The CAD file will be delivered in a scaled to ground format and will have the centroid and average scale factor clearly marked, the marking will include text identifying the mark and text stating the scale factor used for conversion. These items will be contained on a non-plotting layer. These items will be drawn in such a fashion that when zoom extents command is used the text is legible and the centroid mark visible, we suggest a large circle that encompasses the surveyed area and a line drawn to the center to represent the centroid of the coordinate conversion.
- ❑ Any custom fonts, shapes, line types, plot style tables, hatching will be provided. (*Using*



*eTransmit can assist with identifying custom files.)*

- ❑ CAD file will contain No annotative objects, if annotative objects were created as a part of normal work flow then the “flatten” command will be utilized to remove such formatting.
- ❑ If multiple sheets are needed, use of paper space is required.
- ❑ CAD file will have all external references removed. *(Use the XREF command to confirm.)*
- ❑ No entities will be contained in layer 0, which color will be white and linetype continuous.
- ❑ Layers will be set to the proper state for plotting.
- ❑ All entities will be created By-Layer, e.g. color, linetype or lineweight.
- ❑ Do not utilize aerial images as background or an overlay.
- ❑ Provide a layer named “SWFWMD-Boundary” containing a closed polyline of the subject survey. This layer should be frozen and not printed.
- ❑ Provide a separate layer named “SWFWMD-Easement-ORBXXXXX-PGXX” containing a closed polyline for each easement listed in the title commitment exceptions. This layer should be frozen and not printed.
- ❑ All entities will be separated into appropriate layers. Using the Layer Properties Manager, add a Description for any abbreviated layer names that may not be easily understood.
- ❑ The body of the legal description, including the caption, but not the header, will be an mtext entity.

**Note:** It has been discovered that the table style “Legend” that also has a text style “Legend” associated with it cannot be purged, even if there are no entities in the drawing. This is a bug in Version 2009 and prior versions of AutoCAD.

**Solution:** Execute the Rename command and rename table style “Legend” to another name. It will then allow you to purge the table style and text style “Legend”.

### **Initial Deliverables**

This is not a preliminary or in progress submittal, it should be complete and ready to seal.

- ❑ A PDF plot of the survey printed at the same size as the hard copy (filename: Drawing No.XX-XXX-XXX.pdf, where XX-XXX-XXX is the parcel number)
- ❑ Provide an AutoCAD drawing file of the survey (filename: XX-XXX-XXX.DWG, where XX-XXX-XXX is the parcel number. The date of this file will not be later than the PDF plot).
- ❑ A zip file containing all custom font, line types, plot styles, color tables, etc. (filename: CADSupport Files.zip, this will not contain the DWG file).

- ❑ Pictures of all boundary markers, control, encroachments, and general site conditions will be provided. (filename: Site Photos.pdf)
- ❑ Provide copies of all field notes scanned into PDF format. The beginning page of notes will list the company name, address and telephone number. All pages will contain field book-page numbers and identify the crew persons and dates of work (filename: Field Notes.pdf).
- ❑ Provide all supporting computations and analysis of measurements including:
  - Adjustment, translation, rotation, balancing, etc; use bookmarks to organize and annotate to allow for review (filename: Analysis.pdf).
  - Export all Data Collection, e.g. conventional, GPS, leveling to an ASCII file format (filename: (type of) Data Collection.txt).
  - NGS Control Datasheets – minimum of two (filename: Source Control.pdf)

*Note: The Source Control.pdf will contain the horizontal and vertical data sheets separated by bookmarked categories. If the NGS station(s) is both horizontal and vertical it would be under its own bookmark category.*

*For example:* Horizontal  
 XXXXXX XXXX, [PID Designation]

Vertical  
 XXXXXX XXXX, [PID Designation]

Horizontal-Vertical  
 XXXXXX XXXX, [PID Designation]

**Note:** Compile these data in a zip file (filename: Computations.zip).

- ❑ Copies of any reference maps will be provided in PDF format:
  - Right-of-Way including maintained, proposed or existing (filename: Name of Road – County – Type.pdf)
  - Surveys by others (filename: Surveys by Others.pdf - if more than one include in same PDF with bookmarks)
  - FEMA Flood Map (filename: FEMA Flood Map - community panel number.pdf)
  - Existing/New Certified Corner Records (filename: CCR – Sec-Twp-RGE-Cor.pdf)

**Note:** These data will be compiled in zip file (filename: Reference Data.zip).

- ❑ When the question or establishment of mean high water, safe upland elevation or ordinary high water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf).

Initial deliverables will be provided in one zip file named with your company initials and current date with no spaces e.g. YCI\_03-17-10.zip. If the size of the zip file is below 20MB, send it as an email attachment. If it is above 20MB the following link is for the District Sharefile account, you can drag and drop the “zip” file there, after posting to Sharefile an email stating that the file has been uploaded to the District sharefile account shall be sent,

stating the name of the file.

ShareFile Link: <https://watermatters.sharefile.com/r-r2c8df9d51484e73b>

## PDF Format Requirements

- Edit the PDF and rotate pages for reading or viewing (*Use the Rotate command in the Pages tab*).
- When scanning field book pages position in the same orientation and location.
- Convert bit-mapped images (e.g. site photos) to PDF and reduce to letter size.
- Combine same types of documents into one PDF and create bookmarks for each type. (*For example Field Notes from different books or types of data collected. Also computations from different sources or types i.e. closures, GPS processing, adjustments. Site photos of different locations.*)
- Use the optimize function to reduce the size of large PDF files, when scanning documents to PDF format do not use a resolution greater than 300 dpi.

## Final Deliverables

Resubmit any initial deliverable files that required changes.

- ❑ Provide six (6) signed-sealed prints of the final boundary survey.
- ❑ If a separate Surveyor's Report is provided, after signing and sealing, the document will be scanned into PDF format and named (*filename: **Survey Report.pdf***).

The following data should have been provided with the RFP:

Basin Name	Title Commitment
Project Name	District Survey data
Parcel Number	District Logo (AutoCAD format)*
Parcel Name	*available upon request

### **Addendum for Well Site Surveys**

- ❑ All scope of work, mapping, CAD standards and deliverables detailed in the requirements above are applicable to this addendum, unless noted otherwise below.
- ❑ These surveys usually consist of three areas identified as follows:

Proposed Well Site Area – normally a 10 foot by 10 foot (*see exception map for site requirements*).

Proposed Access Area – normally 10 foot in width from public right of way to proposed well site area (*see exception map for site requirements*).

Proposed Temporary Construction Area – normally 100 foot by 100 foot surrounding the proposed well site area (*see exception map for site requirements*).

- ❑ One parcel number represents all three areas. Instead of labeling parcel number within the boundaries, label the type i.e. Proposed Well Site Area, leaders may be used.
- ❑ Boundary corners are to be set for all three parcels.
- ❑ Locate trees 4" DBH (Diameter at Breast Height) within the Access and Well site Areas Only.
- ❑ Title commitment provided will cover the parent parcel, not the well site parcel areas to be created, sufficient recovery of parent parcel boundary limits will be shown to validate that the well site and its additional easements are within the parent parcel limits.
- ❑ Only improvements that are within the proposed well site parcels or within 10 feet of their furthest extent (typically that would be the limits of the "Temporary Construction Area") are required to be located, no additional parent parcel improvements are required to be located unless additional instructions are given on a case by case basis, this would be negotiated after the request for scope and fee is made.

When the parent parcel is described as being a portion of a PLSS section(s), sufficient section corner locations will be made in order to verify that the well site location is contained wholly within the described portion of the section(s), this may include the location of evidential boundary corners for other subdivided portions of the section(s).

- ❑ Legal descriptions are to be written for each area surveyed.
- ❑ When describing curve direction in a legal description use the phrase "...curve to the left..." or "...curve to the right..." not "...curve concave to the east (etc.)..."
- ❑ Legal description will be written and boundaries dimensioned in a clockwise direction.
- ❑ Legal descriptions will use "for the point of beginning" at the first instance and "to the point of beginning" on return.
- ❑ The legal description header for each boundary will contain a hyphen and area name. For example: Legal Description – Proposed Well Site Area.
- ❑ There will be only one survey drawing which will depict all three areas and contain their legal descriptions.
- ❑ Temporary Construction Area boundaries will be drawn using a dashed line type.
- ❑ FEMA Flood Zone Data is not required for Well Site Surveys.

- The scale of the drawing will be increased to focus on the surveyed areas, not the parent tract.

**Note:** In some instances four wooden stakes have been placed at the proposed well site area location, as well as an iron rod at its center. These points were placed by others representing its approximate location to the land owner. If existing at the time of survey, they will be located and placed on a frozen layer named SWFWMD-Field Points in the provided CAD file. When practical the well site area should be placed at these points. However, appropriate boundaries (i.e. parallel or perpendicular with the parent boundaries, where applicable) will be created and conform with the parameters shown on the exception map provided. If unforeseen circumstances are encountered making the aforementioned impractical, contact the District for further direction.

COPY

## OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 14, 2021

Discussion: Information Item: Hydrologic Conditions Report

- November marks the second month of the eight-month dry season (October through May). It is historically the driest month of the year, with a District-wide long-term rainfall average of just 1.86 inches. Rainfall this November has been plentiful, regionally variable, and associated with the passage of several cold fronts.
- **Rainfall:** Provisional (November 1-16) rainfall totals are at the upper end of the normal range in the northern counties and above normal in the central and southern counties. The District-wide 12-month cumulative rainfall total has improved and is at a 0.78-inch deficit below the November long-term historical average. Southern counties are 5.67 inches below the November mean.
- **Streamflow:** Provisional (November 1-16) streamflow has increased at 8 of 12 monitoring stations. Nine stations report above-normal flow, while three stations report normal flow. Regional streamflow, based on three index rivers, is in the normal range in the northern and southern regions, while it is above normal in the central region.
- **Groundwater:** Provisional (November 1-17) regional aquifer levels have increased in all three regions of the District and are currently at above-normal levels.
- **Lake Levels:** Provisional (November 1-16) regional lake levels have increased in all four lake regions. All regional levels remain within their normal historical ranges.
- **Overall:** Provisional data show, to date, that most hydrologic indicators have increased during November. NOAA continues to predict below-normal rainfall through April 2022, due to existing La Niña conditions continuing through spring 2022.

Staff Recommendation:

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

Presenter:

Tamera McBride, Hydrologic Data Manager

**Governing Board Meeting**  
**December 14, 2021**

**6. REGULATION COMMITTEE**

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**REGULATION COMMITTEE**

**December 14, 2021**

**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**

**December 14, 2021**

**Discussion: Information Item: Tampa Bay Water South Central Hillsborough Supply and Demand**

Tampa Bay Water has maximized its delivery of regional system water through the existing pipeline to the Lithia Water Plant. Additionally, Hillsborough County is limited in the amount of water they can accept at their Central Hillsborough Water Plant due to downstream water pressure concerns. Until Tampa Bay Water and Hillsborough County complete infrastructure improvement projects beginning in the next few months, the South Central Hillsborough Regional Wellfield remains the only other source of water for this service area. Staff will provide an overview of the ongoing water supply and demand concerns in southern Hillsborough County, the related impact to Tampa Bay Water's South Central Water Use Permit, and proposed solutions.

**Staff Recommendation:**

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

**Presenter:**

Darrin W. Herbst, P.G., Bureau Chief, Water Use Permit Bureau

**REGULATION COMMITTEE**

**December 14, 2021**

**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**  
**December 14, 2021**

**7. GENERAL COUNSEL'S REPORT**

7.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion..... 142

**GENERAL COUNSEL'S REPORT**

**December 14, 2021**

**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

**COMMITTEE/LIAISON REPORTS**

**December 14, 2021**

**Discussion: Information Item: Industrial Advisory Committee**

Staff Recommendation:

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

Presenter:

Ashley Bell Barnett, Board Member

**COMMITTEE/LIAISON REPORTS**

**December 14, 2021**

**Discussion: Information Item: Public Supply Advisory Committee**

Staff Recommendation:

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

Presenter:

Ed Armstrong, Board Member

**EXECUTIVE DIRECTOR'S REPORT**

**December 14, 2021**

**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**

**December 14, 2021**

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

Staff Recommendation:

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

Presenter:

Kelly S. Rice, Chair



**CHAIR'S REPORT**

**December 14, 2021**

**Discussion: Information Item: Milestones**

Staff Recommendation:

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

Presenter:

Kelly S. Rice, Governing Board Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	12/05/2016	DC Sims	Senior Field Operations Technician	Brooksville	Operations	2021	12/05/2021
5	12/05/2016	Justin Sullivan	Senior Tradesworker	Brooksville	Operations	2021	12/05/2021
5	12/19/2016	Daniel Ray	Compliance Inspector 3	Tampa	Regulatory Support	2021	12/19/2021
5	12/19/2016	Tim Fallon	Hydrogeologist	Tampa	Data Collection	2021	12/19/2021
5	12/27/2016	Esther Leong	Staff Engineer	Tampa	Environmental Resource Permit	2021	12/27/2021
15	12/11/2006	Marcy Sullivan	Information Technology Systems Analyst	Brooksville	Information Technology	2021	12/11/2021
15	12/18/2006	Nicole Mytyk	Water Resources Engineering Supervisor	Tampa	Water Resources	2021	12/18/2021