

Governing Board Meeting

Agenda and Meeting Information

December 17, 2024

9:00 a.m.

Brooksville Office

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

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



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

An Equal
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Employer

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

Final Agenda GOVERNING BOARD MEETING

DECEMBER 17, 2024
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 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.

Bartow Office

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

Sarasota Office

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

Tampa Office

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

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 **Resource Management Committee:** Citrus County Old Homosassa East Septic to Sewer (Q134) – Scope and Cost Revision
- 2.2 **Operations, Lands and Resource Monitoring Committee:** Perpetual Easement – Lake Lowery; SWF Parcel No. 20-020-147 (Polk County)
- 2.3 **General Counsel's Report:** Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp; SWF Parcel No. 15-347-129X (Citrus County)
- 2.4 **General Counsel's Report:** Approval of Interagency Agreement – Designation of Regulatory Responsibility to Suwannee River Water Management District for Water Use Permit – Straughn Farm, LLC (Levy County)
- 2.5 **Executive Director's Report:** Approve Governing Board Minutes – November 19, 2024

3. FINANCE/OUTREACH AND PLANNING COMMITTEE

- 3.1 **Discussion:** Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Preliminary Budget for Fiscal Year 2026
- 3.3 **Submit & File:** Information Item: Budget Transfer Report

4. RESOURCE MANAGEMENT COMMITTEE

- 4.1 **Discussion:** Consent Item(s) Moved to Discussion
- 4.2 **Discussion:** Action Item: Fiscal Year 2026 Cooperative Funding Process
- 4.3 **Discussion:** Action Item: Peace River Manasota Regional Water Supply Authority – Regional Integrated Loop System Phase 3C Project – Storage and Pumping Improvements Third-Party Review (Q313)
- 4.4 **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:** Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Information Item: Hydrologic Conditions Report
- 5.3 **Discussion:** Action Item: Oilwell Road Timber Harvest Agreement

6. REGULATION COMMITTEE

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

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

7. GENERAL COUNSEL'S REPORT

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

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

8. COMMITTEE/LIAISON REPORTS

8.1 **Discussion:** Information Item: 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: Employee Milestones

ADJOURNMENT



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

Michelle Williamson

Chair, Hillsborough

John Mitten

Vice Chair, Hernando, Marion

Jack Bispham

Secretary, Manatee

Ashley Bell Barnett

Treasurer, Polk

Ed Armstrong

Former Chair, Pinellas

Kelly S. Rice

Former Chair, Citrus, Lake,
Levy, Sumter

Joel Schleicher

Former Chair, Charlotte,
Sarasota

Josh Gamblin

DeSoto, Hardee, Highlands

John Hall

Polk

James Holton

Pinellas

Dustin Rowland

Pasco

Robert Stern

Hillsborough

Nancy Watkins

Hillsborough, Pinellas

Brian J. Armstrong, P.G.

Executive Director

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 24, 2024

OFFICERS	
Chair	Michelle Williamson
Vice Chair	John Mitten
Secretary	Jack Bispham
Treasurer	Ashley Bell Barnett

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE
Chair Dustin Rowland

REGULATION COMMITTEE
Chair James Holton

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair Ashley Bell Barnett*

All Governing Board members are a member of each committee.

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

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Dustin Rowland
Environmental Advisory Committee	John Mitten
Industrial Advisory Committee	James Holton
Public Supply Advisory Committee	Robert Stern

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

Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2025

Governing Board Meeting

October 22, 2024 – 9:00 a.m., Brooksville
November 19, 2024 – 9:00 a.m., Tampa
December 17, 2024 – 9:00 a.m., Brooksville
January 28, 2025 – 9:00 a.m., Tampa
February 25, 2025 – 9:00 a.m., Brooksville
March 25, 2025 – 9:00 a.m., Tampa
April 22, 2025 – 9:00 a.m., Brooksville
May 20, 2025 – 9:00 a.m., Tampa
June 24, 2025 – 9:00 a.m., Brooksville
July 22, 2025 – 9:00 a.m., Tampa
August 26, 2025 – 9:00 a.m., Brooksville
September 23, 2025 – 3:00 p.m., Tampa Office

Governing Board Workshop

December 17, 2024 – 9:30 a.m., Brooksville Office

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

2025 – September 9 & 23

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

2024 – December 3

2025 – March 11, June 10, September 9

Environmental Advisory Committee – 10:00 a.m.

2024 – October 8 (Canceled)

2025 – January 14, April 8, July 8

Industrial Advisory Committee – 10:00 a.m.

2024 – November 5

2025 – February 11, May 6, August 12

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

2024 – November 5

2025 – February 11, May 6, August 12

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

2024 – October 23, December 4

2025 – January 8, February 19, May 21, July 9

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

2024 – November 6

2025 – January 22, March 5, July 23

Meeting Locations

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

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

Governing Board Meeting
December 17, 2024

1. CONVENE PUBLIC MEETING

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CONVENE PUBLIC MEETING

December 17, 2024

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:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

December 17, 2024

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:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

December 17, 2024

Employee Recognition

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

Presenter:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

December 17, 2024

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 17, 2024

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:

Michelle Williamson, Chair

Governing Board Meeting

December 17, 2024

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 **Resource Management Committee:** Citrus County Old Homosassa East Septic to Sewer (Q134) – Scope and Cost Revision..... 11
- 2.2 **Operations, Lands and Resource Monitoring Committee:** Perpetual Easement – Lake Lowery; SWF Parcel No. 20-020-147 (Polk County)..... 13
- 2.3 **General Counsel’s Report:** Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp; SWF Parcel No. 15-347-129X (Citrus County)..... 21
- 2.4 **General Counsel’s Report:** Approval of Interagency Agreement – Designation of Regulatory Responsibility to Suwannee River Water Management District for Water Use Permit – Straughn Farm, LLC (Levy County) 24
- 2.5 **Executive Director’s Report:** Approve Governing Board Minutes – November 19, 2024..... 29

CONSENT AGENDA

December 17, 2024

Resource Management Committee: Citrus County Old Homosassa East Septic to Sewer (Q134) – Scope and Cost Revision

Purpose

The purpose of this item is to request Governing Board approval to revise the scope of work and cost for the Citrus County Old Homosassa East Septic to Sewer (Q134) cooperative funding project.

Background/History

The Old Homosassa East septic to sewer conversion project includes the 30% design, third-party review (TPR), 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 Governing Board approved funding for this project for fiscal years (FY) 2020 and 2021.

In February of 2022, findings from the TPR of the 30% design were presented to the Governing Board. The TPR concluded that the proposed project design was reasonable and would meet the resource benefit of reducing nutrient loading to groundwater resources. The Board approved the project to move forward with final design and construction. The total project cost was \$16,190,000. The District's funding share remained at \$3,750,000, which was 25% of the initial Board-Approved project amount (\$15,000,000). The County share was \$3,750,000 and Florida Department of Environmental Protection (FDEP) funding share was \$8,690,000.

The County has requested to reduce the measurable benefit included in the scope of work for the project. The 30% design included the removal of 200 septic tanks, with an estimated total nitrogen (TN) load reduction of 1,909 pounds per year (lbs/yr). As part of the final design, the County conducted field verification of the septic tanks and confirmed the total count to be 173, with an estimated TN load reduction of 1,651 lbs/yr. The County has requested to reduce the number of septic tanks from 200 to 173, which is a 14% reduction from the original project.

Benefits/Costs

The project is located adjacent to the Homosassa River, a SWIM priority water body, and addresses the nutrient reduction goals of the FDEP's Chassahowitzka/Homosassa BMAP and the District's SWIM Plan. Construction of this regional wastewater collection system will continue efforts by the County to improve water quality.

The County updated the total project cost as part of the final design. The estimated project cost has increased from \$16,190,000 to \$18,131,600. The increase in cost is due primarily to escalating materials and labor costs and are based on more recent construction bids from other projects. Based on the current scoring criteria the project remains cost effective. The FDEP has awarded an additional \$4,500,000 for the project. With this additional State funding, District funding is reduced by \$1,279,200; a decrease of approximately 34%. District staff recommends this scope and cost revision due to the District funding decreasing at a greater ratio than the measurable benefit reduction (14%). The proposed updated funding shares include the District and County each contributing \$2,470,800 and the FDEP/State contributing \$13,190,000, for a total cost of \$18,131,600.

Governing Board authorization is needed to proceed with the project and to amend the Cooperative Funding Agreement to modify the measurable benefit and District funding amount.

Staff Recommendation:

Authorize staff to amend the Citrus County Old Homosassa East Septic to Sewer Project (Q134) cooperative funding agreement to:

1. Revise the number of septic tanks defined in the Measurable Benefit from 200 to 173.
2. Reduce the District's funding from \$3,750,000 to \$2,470,800.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

CONSENT AGENDA

December 17, 2024

Operations, Lands and Resource Monitoring Committee: Perpetual Easement – Lake Lowery; SWF Parcel No. 20-020-147 (Polk County)

Purpose

Recommend the Governing Board approve a Perpetual Easement (Easement) between the District and Polk County. This Easement is required for access and long-term monitoring of a proposed upper Floridan aquifer monitor well and a surficial aquifer monitor well at Lake Lowery as part of the Central Florida Water Initiative (CFWI). The Easement will allow for perpetual access, installation, monitoring, and maintenance of the wells. A general location map, site map, and the Easement are included as Exhibits 1, 2, and 3, respectively.

Background/History

The proposed Lake Lowery data collection site, located in Polk County, is for long-term upper Floridan aquifer and surficial aquifer water level and water quality monitoring and requires the construction of one upper Floridan aquifer monitor well, and one surficial aquifer monitor well. Upper Floridan aquifer and surficial aquifer monitoring near lakes and wetlands by the Data, Monitoring, and Investigations Team (DMIT) is part of the CFWI regional monitoring network. This site was first requested in 2015 and later included in the DMIT Hydrogeologic Annual Work Plan FY2021-FY2025 (February 2021). Upper Floridan aquifer and surficial aquifer monitoring near lakes with established minimum lake levels is essential to enhance the District's understanding of the lake, construct water budget models, and monitor changes in water levels. Data from this well site will be used to relate changes in Lake Lowery water levels to water level changes in the upper Floridan aquifer and surficial aquifer due to groundwater withdrawals and help ensure groundwater withdrawals do not impact the lake.

Benefits/Costs

Polk County is granting this Easement to the District at no cost. The estimated cost of the well construction project is \$110,000, and the monitoring costs are about \$5,587 (equipment and initial setup) for the first year and \$149 per year thereafter. Long-term water quality monitoring is approximately \$1,348 per year.

Deliverables

The District will restore the temporary construction area to pre-construction conditions.

Staff Recommendation:

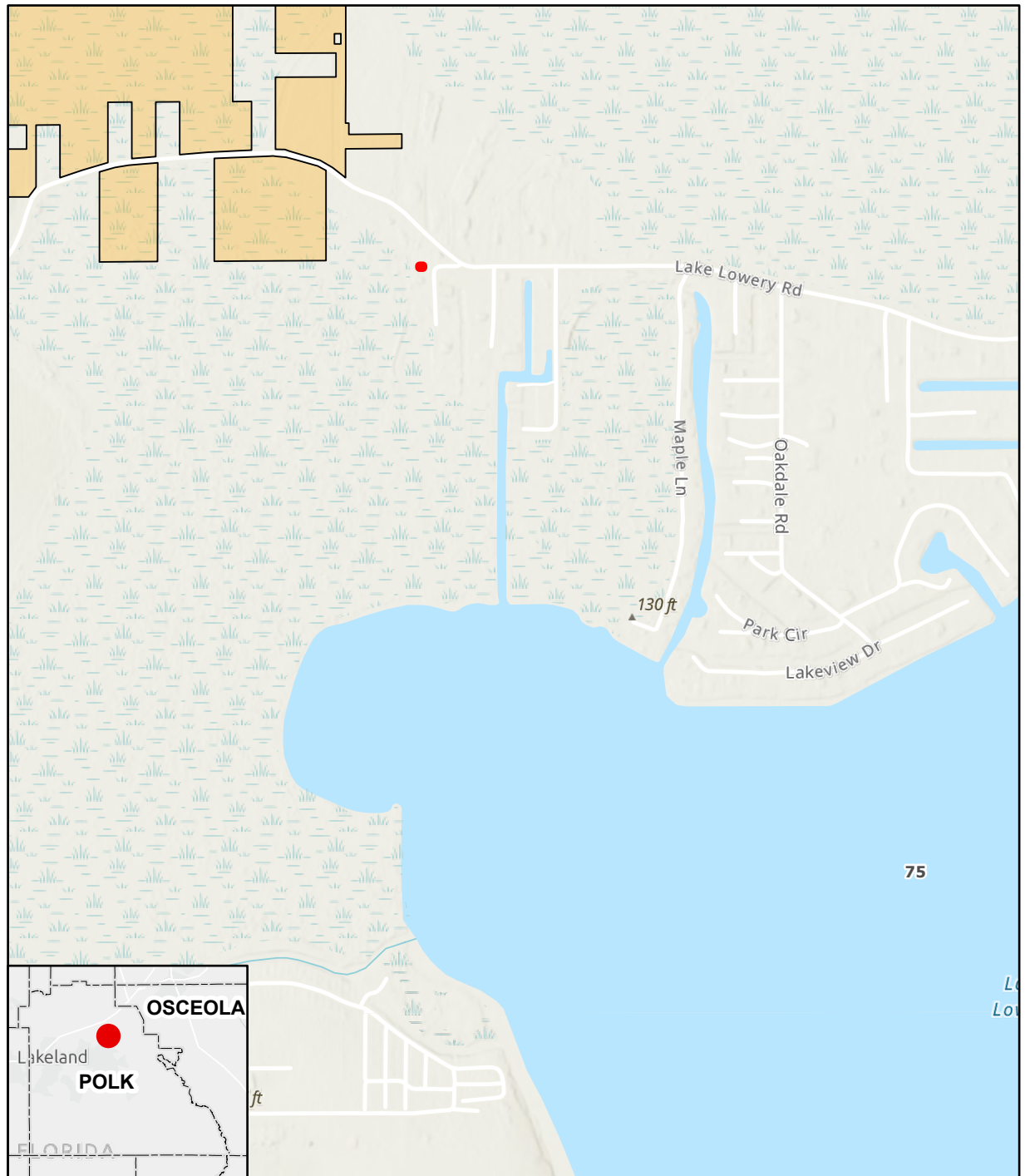
- Approve the Easement and authorize the Chair and Secretary to execute on behalf of the District; and
- Authorize Staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1

Location Map



Esri, NASA, NGA, USGS, FEMA, University of South Florida, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, Esri Community Maps Contributors, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- SWF Parcel No. 20-020-147
- District Owned Lands Fee Simple

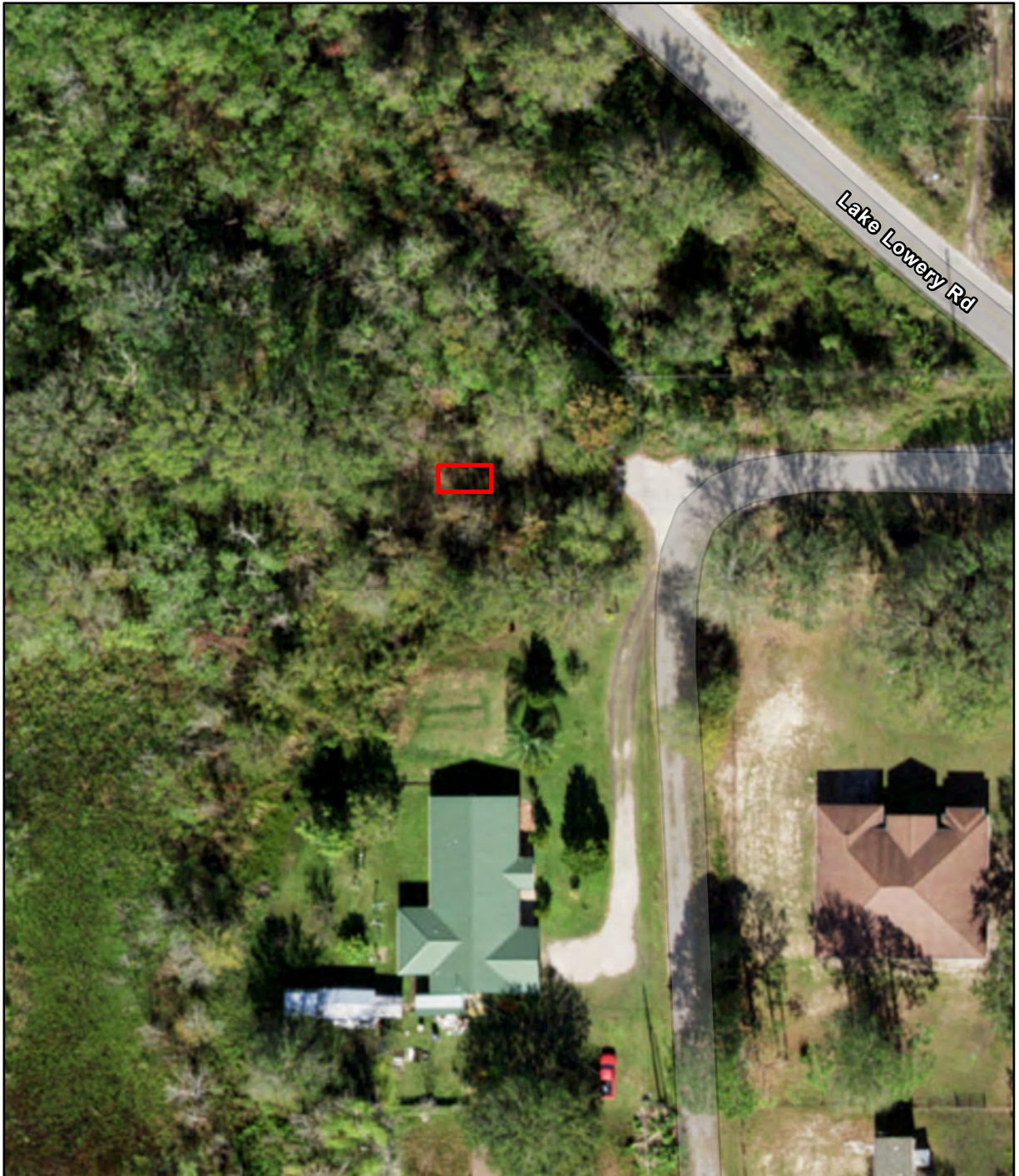
0 500 1,000
US Feet



Southwest Florida
Water Management District

Exhibit 2

Site Map



Maxar, Microsoft, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

 SWF Parcel No. 20-020-147

0 30 60
Feet



Southwest Florida
Water Management District

Exhibit 3

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

Return recorded original to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
Attn. Land Resources Bureau

PERPETUAL EASEMENT

This Easement (this "Easement") is made and entered into this ____ day of _____ 2024, by and between Polk County, a political subdivision of the State of Florida, having an address of 330 West Church Street, Bartow, Florida, 33830, hereinafter called "Grantor", 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 "Grantee".

Grantor, for and in consideration of the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration from Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee a non-exclusive, perpetual easement to enter upon, over and across and to use any and all lands more particularly described below solely for the following purposes:

- a. To construct, maintain, repair, or replace two monitoring wells and data monitoring equipment over the land more particularly described on **Exhibit "A"** (the "Well Site Easement Area"); and
- b. For ingress and egress upon, over and across the land more particularly described on **Exhibit "A"** (the "Well Site Easement Area") to access the monitoring wells and equipment in order to perform hydrologic measurements.

Grantee shall exercise all of its rights contained in this Easement in the least intrusive manner so as not to interfere with Grantor's use of its property. Grantor reserves the right to use the Well Site Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the monitoring well or wells in any way.

Grantee hereby agrees to protect, indemnify, and hold harmless the Grantor from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area by the Grantee and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Grantor. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is covered by this indemnity, the Grantor shall give the Grantee notice of the matter. Any failure or delay of the Grantor to notify the Grantee of any such suit, claim or

demand shall not relieve the Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of Grantee's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This Easement may be amended or modified only by an instrument signed by Grantor and Grantee.

The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Grantee's sovereign immunity or extend the Grantee's liability beyond the limits established in Section 768.28, F.S.

This grant shall not constitute a dedication to the public, and no parties shall have any rights or entitlements pursuant to the terms of this Easement except as specifically set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first written above.

Grantor:

Signed, sealed and delivered
in the presence of:

Polk County, a political subdivision
of the State of Florida

Witness #1 signature
Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Witness #2 signature
Print Name: _____
Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____ as _____ of _____, on behalf of the County, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

Grantee:

Southwest Florida Water Management
District

By: _____
Name: Michelle Williamson
Title: Chair

ATTEST:

By: _____
Name: Paul J. Bispham
Title: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Michelle Williamson as Governing Board Chair of the Southwest Florida Water Management District, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

EXHIBIT "A"

Legal Description Parcel 20-020-147 (Well Site Easement Area)

A parcel of land lying and being in the Northwest 1/4 of Section 14, and in the Southwest 1/4 of Section 11, Township 27 South, Range 26 East, Polk County Florida, being more particularly described as follows:

Commence at the Northwest corner of said Northwest 1/4 of section 14 also being the Southeast corner of Section 10, Township 27 South, Range 26 East; thence run along and coincident with the north line of said Northwest 1/4 of Section 14, North 89°48'33" East, a distance of 110.69 feet; thence leaving said north line, North 00°00'00" East, a distance of 5.00 feet for a POINT OF BEGINNING; thence North 89°48'33" East, a distance of 20.00 feet; thence South 00°00'00" West, a distance of 10.00 feet; thence South 89°48'33" West, a distance of 20.00 feet; thence North 00°00'00" East, a distance of 10.00 feet; to the POINT OF BEGINNING.

The above-described parcel containing 200.0 sq ft or 0.005 acres, more or less

The bearings shown herein are referenced to the West Zone of the Florida State Plane Coordinate System (NAD 83, 2011 adjustment) the bearing of North 89° 48' 33" East along the North line of the Northwest 1/4 of Section 14 is held as reference.

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CONSENT AGENDA

December 17, 2024

General Counsel's Report: Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp; SWF Parcel No. 15-347-129X (Citrus County)

On November 16, 2022, the District entered into a management agreement (Agreement) with Camp- N-Paddle, LLC (Vendor) for the management and operation of recreational facilities at the Chassahowitzka Campground and Boat Ramp (Property). The Agreement, originally set to expire on November 24, 2024, has assisted in ensuring the continued operation and maintenance of the Property.

On October 22, 2024, the Governing Board approved a temporary extension of the Agreement through December 31, 2024, to accommodate ongoing settlement negotiations with Citrus County regarding pending litigation involving the Property. However, damage sustained at the Property from Hurricanes Helene and Milton has further complicated these negotiations, necessitating additional time to reach a resolution.

In light of these developments, the District and the Vendor have agreed to extend the current Agreement through January 31, 2025. This extension will ensure continuity in the management of the Property during ongoing settlement discussions with Citrus County. Additionally, to provide flexibility in addressing further delays that may arise due to ongoing damage assessments or negotiation complexities, it is requested that the Governing Board authorize staff to approve and execute up to five (5) additional one-month extensions of the Agreement, if necessary.

Staff Recommendation:

- Approve the Second Amendment to the Management Agreement Between the Southwest Florida Water Management District and Camp-N-Paddle LLC.
- Authorize the Operations, Lands, and Resource Monitoring Division Director to approve and execute up to five additional 1-month extensions of the Agreement.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

SECOND AMENDMENT TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CAMP N PADDLE, LLC

This Second Amendment to Agreement (Second Amendment) is entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, (District), having a mailing address of 2379 Broad Street, Brooksville, Florida 33604, and Camp N Paddle, LLC, a Florida limited liability company, having a mailing address of 9820 West Yulee Drive, Homosassa, FL 34448 (Vendor).

WITNESSETH:

WHEREAS, the District is the owner in fee simple of certain real property located in Citrus and Hernando Counties, Florida, known as the Chassahowitzka River Project (Project), Chassahowitzka Campground (Campground), and Chassahowitzka Boat Ramp (Boat Ramp), which hereafter may be referred to together as the "Properties"; and

WHEREAS, certain facilities and improvements exist on the Properties (the "Improvements"); and

WHEREAS, the District is authorized by Sections 373.1391 and 373.1401, Florida Statutes, to enter into agreements with other entities to provide for coordinated and cost-effective management of District-owned lands; and

WHEREAS, on November 16, 2022, the District and the Vendor entered into an agreement for the management and operation of the Campground and Boat Ramp (Agreement); and

WHEREAS, on October 22, 2024, the District and Vendor entered into a First Amendment of the Agreement to extend the expiration date until December 31, 2024; and

WHEREAS, the District and the Vendor desire to extend the expiration date of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, the District and the Vendor hereby agree to amend the Agreement as follows:

1. Paragraph 2. TERM. shall be amended to read "This Agreement shall be effective on the date of execution by all parties and shall continue in effect until January 31, 2025, unless and until terminated by either of the parties by notifying the other party in writing at least thirty (30) days prior to termination."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

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

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: Michelle Williamson, Chair

Date_____

CAMP N PADDLE, LLC

By: Elaine Moore, President

Date_____

CONSENT AGENDA

December 17, 2024

General Counsel's Report: Approval of Interagency Agreement – Designation of Regulatory Responsibility to Suwannee River Water Management District for Water Use Permit – Straughn Farm, LLC (Levy County)

Straughn Farm, LLC ("Straughn Farm") has a 200-acre agricultural operation, including a water supply and irrigation system, on real property located in both Alachua and Levy Counties (the "Straughn Farm Project Geographic Area"). Straughn Farm seeks a water use permit that authorizes a withdrawal in Levy County, within the Southwest Florida Water Management District's (SWFWMD) boundary, and a withdrawal in Alachua County, within the Suwannee River Water Management District (SRWMD) boundary. The proposed withdrawal site in the SWFWMD boundary would consist of an allocation for the withdrawal of 55,000 gallons per day of groundwater. This withdrawal will be used for a 100-acre melon crop that straddles the boundary between the two Water Management Districts. The second withdrawal site, located in the SRWMD boundary, allows for the same allocation for a 100-acre melon crop located entirely within SRWMD. The attached map shows the project boundary and well locations.

The majority of the Straughn Farm Project Geographic Area is located within the jurisdictional boundaries of the SRWMD, while a smaller portion is located within the SWFWMD's boundaries. Additionally, SRWMD has permitting history with Straughn Farm, while SWFWMD does not. Section 373.046(6), Florida Statutes, authorizes water management districts to enter into interagency agreements to designate regulatory responsibility to another water management district for a project that crosses the jurisdictional boundaries of both districts. Water management districts typically consider regulatory efficiency and prior permitting history in determining which water management district is most appropriate to permit such projects. The interagency agreement designates the responsibility to receive, process, and take final agency action on all permit applications, and to take any compliance and enforcement action regarding a designated permit. An interagency agreement is necessary to authorize SRWMD to exercise regulatory authority with respect to an application for a water use permit for the Project.

Both Districts agree that regulatory responsibility over the project area should be designated to SRWMD. Designating SRWMD as the agency with regulatory responsibility for the Project would allow for more efficient processing of the permit application in question.

Staff Recommendation:

Approve the Interagency Agreement between the Suwannee River Water Management District and the Southwest Florida Water Management District for the designation of regulatory responsibility for water use permitting for Straughn Farm, LLC's above-described Project.

Presenter:

Michael R. Bray, Assistant General Counsel, Office of General Counsel

**INTERAGENCY AGREEMENT BETWEEN
THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FOR THE DESIGNATION OF REGULATORY
RESPONSIBILITY OF STRAUGHN FARMS FOR CONSUMPTIVE USE PERMITTING**

THIS INTERAGENCY AGREEMENT is made and entered into by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (hereinafter "SRWMD") and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("hereinafter "SWFWMD").

WITNESSETH:

WHEREAS, SRWMD is a Florida water management district created and operating under Chapter 373, Florida Statutes with boundaries as shown in Section 373.069(2)(b), Florida Statutes; and,

WHEREAS, SWFWMD is a Florida water management district created and operating under Chapter 373, Florida Statutes with boundaries as shown in Section 373.069(2)(d), Florida Statutes; and,

WHEREAS, Straughn Farm, LLC ("Straughn Farm") has an agricultural operation including a water supply and irrigation system on a certain contiguous area of real property located in both Alachua County, Florida and Levy County, Florida which will be referred to as the "Straughn Farm Project Geographic Area";

WHEREAS, a portion of the Straughn Farm Project Geographic Area consists of certain parcels of real property located in Alachua County, Florida which are designated as Parcel Nos. 12-001-05233-003-000, 12-001-05235-000-000, 12-001-05235-001-000, 12-001-05233-002-000, 12-001-05233-000-000, 12-001-05266-001-001 and 12-001-05266-003-000, and which are within the boundaries of SRWMD; and,

WHEREAS, the remainder of the Straughn Farm Project Geographic Area consists of certain parcels of real property located in Levy County, Florida which are designated as Parcel Nos. 12-075-0399100000, 12-075-0399400100 and 12-075-0399700100 (these parcels are located in sections 4 and 5, Township 12 South, Range 18 East) and which are within the boundaries of SWFWMD; and,

WHEREAS, the majority of the Straughn Farm Project Geographic Area is located within the jurisdictional boundaries of the SRWMD; and

WHEREAS, SRWMD has an established regulatory rapport with Straughn Farms through other water use permits issued to Straughn Farms for other locations within the jurisdiction of SRWMD; and

WHEREAS, Florida law provides:

When the geographic area of a project . . . crosses water management district boundaries, the affected districts may designate a single affected district by interagency agreement to implement in that area, under the rules of the designated district, all or part of the applicable regulatory responsibilities under this chapter.

Subsection 373.046(6), F.S.; and,

WHEREAS, the designation of the SRWMD as the water management district with Part II, Chapter 373, F.S., regulatory responsibility for the Straughn Farm Project Geographic Area would allow for more efficient processing of permit applications under that part; and

WHEREAS, the SWFWMD and the SRWMD desire to designate the SRWMD as the water management district with Part II, Chapter 373, F.S., regulatory responsibility for the Straughn Farm Project Geographic Area.

NOW THEREFORE, the SWFWMD and the SRWMD, under the authority of Subsection 373.046(6), F.S., hereby agree as follows:

1. The above recitals are incorporated herein as an integral part hereof.
2. The SRWMD is designated as the water management district to implement in the Straughn Farm Geographic Area, under the SRWMD's rules, all regulatory responsibilities under Part II of Chapter 373, F.S., for the withdrawal and use of water. Such regulatory responsibilities shall include, without limitation by enumeration, receiving, processing, and taking final agency action on all consumptive use permit applications, or modifications thereof, and taking any compliance and enforcement action with regard to those permits.
3. Should an application be filed for a permit to withdraw groundwater from a portion of the Straughn Farm Geographic Area located within one district for use within a portion of the Straughn Farm Geographic Area located in the other district, then for the purposes of Section 373.2295, F.S., the SRWMD shall be deemed to be both the district having jurisdiction over the area from which the applicant proposes to withdraw groundwater and the district having jurisdiction over the area where the water is to be used.
4. This agreement will commence upon execution by all parties and will remain in effect until either party terminates such agreement for its convenience upon ninety (90) days written notice to the other party.

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IN WITNESS THEREOF, each party, or lawful representative, has executed this agreement on the date set forth next to their signature below.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____ Attest: _____
Chairman or designee Secretary

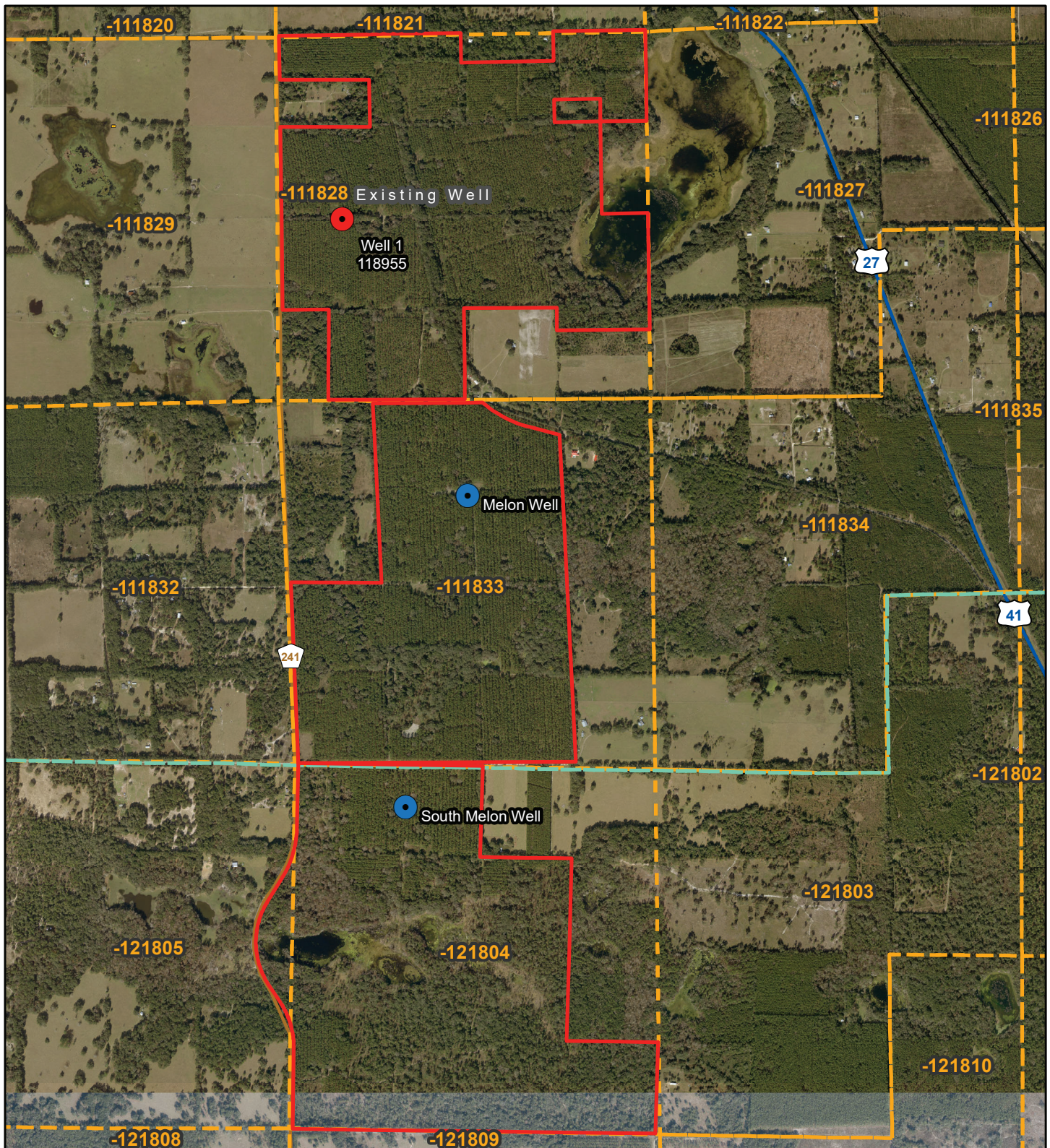
Date: _____ (Seal)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

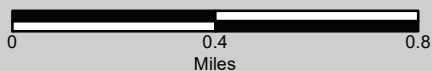
By: _____ Attest: _____
Chairman or designee Secretary

Date: _____ (Seal)

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- Project_Boundary_Levy_Co.
- Project_Boundary_Alachua Co.
- Inactive Withdrawal Points
- Proposed Withdrawal Points



Straughn - Blue Pete

2-001-250093-1



ADR: x.xxxx MGD



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.
Map Created on 11/4/2024

CONSENT AGENDA

December 17, 2024

Executive Director's Report: Approve Governing Board Minutes – November 19, 2024

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



GOVERNING BOARD MEETING
TUESDAY, NOVEMBER 19, 2024 – 9:00 A.M.
7601 U.S. HIGHWAY 301 NORTH, TAMPA FLORIDA 33637
(813) 985-7481

Board Members Present

Michelle Williamson, Chair
John Mitten, Vice Chair
Jack Bispham, Secretary
Ashley Bell Barnett, Treasurer
Ed Armstrong, Member*
Joel Schleicher, Member
John Hall, Member
Dustin Rowland, Member
James Holton, Member
Robert Stern, Member
Nancy H. Watkins, Member
Josh Gamblin, Member

*Attended via electronic media

Board Members Absent

Kelly Rice, Member

Staff Members

Brian J. Armstrong, Executive Director
Amanda Rice, Assistant Executive Director
Chris Tumminia, General Counsel
Brian Werthmiller, Inspector General
Jennette Seachrist, Division Director
Michelle Hopkins, Division Director
Brian Starford, Division Director
Brandon Baldwin, Division Director
Michelle Weaver, Division Director

Board Administrative Support

Virginia Singer, Manager
Lori Manuel, Administrative Coordinator

1. Convene Public Meeting

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting on November 19 at 9:00 a.m., at the Tampa Office at 7601 U.S. Highway 301 North, Tampa, Florida 33637. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

Chair Michelle Williamson called the meeting to order. She noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Chair Williamson 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. She stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. Chair Williamson also requested that several individuals wishing to speak on the same topic designate a spokesperson. She 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

Treasurer Ashley Bell Barnett offered the invocation, and the Pledge of Allegiance.

1.3 Employee Recognition

Chair Williamson recognized Michelle Weaver for 30 years of service.

1.4 Additions/Deletions to Agenda

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

Board Member Joel Schleicher requested the following item be moved to Discussion:

Resource Management Committee

2.3 FARMS – McClure Properties, LTD Phase 2 – H830 (Manatee County)

There was good cause to approve the amended agenda as allowed by Section 120.525, Florida Statutes.

1.5 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddis, Jr., spoke regarding levies.

Mr. Stephen Denick, completed a Request to Speak card but did not speak.

Mr. Jay Bolnick spoke regarding the recent flooding that affected his property in the Lake Thonotosassa area.

Mr. Don Balaban spoke regarding the recent flooding that affected his property in the Lake Thonotosassa area.

Mr. John Franco spoke regarding the recent flooding that affected his property in the Lake Thonotosassa area.

Mr. Nathan Schirmer spoke regarding the recent flooding that affected his property in the Lake Thonotosassa area.

Ms. Lois Slatton spoke regarding the recent flooding that affected his property in the Lake Thonotosassa area.

Mr. Chris Ryan spoke regarding the recent flooding that affected his property in the Lake Thonotosassa area.

Mr. Jamie Slatton spoke regarding the recent flooding that affected his property in the Lake Thonotosassa area.

Chair Williamson stated that she recalled a local restaurant on the lake flooding frequently in the 1980s. Mr. Brian Armstrong, Executive Director, provided background information related to the tributaries that flow into and out of Lake Thonotosassa (Lake), which includes Baker Creek, Pemberton Creek and Flint Creek. He explained that Baker and Pemberton Creeks are mostly privately owned. Flint Creek is maintained by Hillsborough County. Mr. Armstrong stated that the District performed debris removal in 2023 to assist with the operation of the Flint Creek water conservation structure (Structure). He explained that prior to Hurricane Milton, the Lake was lowered an additional three inches, for a total of 14 inches, to its minimum guidance level. Mr. Armstrong stated the Lake's minimum guidance level has not changed since August 2000. The only change that was made was to the datum under which the elevation is recorded. He explained the District changed to North American Vertical Datum (NAVD) from National Geodetic Vertical Datum (NGVD) for the collection of data. Mr. Armstrong stated that even after lowering the Lake level, the

structure was unable to contain the historic rainfall from Hurricane Milton. He emphasized that all information is public record and encouraged the public to view it. Discussion ensued.

Board Member Joel Schleicher suggested workshops be considered that would involve other agencies to discuss coordination and preparation for future storm events.

Mr. Armstrong explained the challenges associated when balancing the efforts related to environmental and human concerns when operating structures.

Chair Williamson asked if the flooding issue could be added to discussion at the December Board Workshop. However, if time does not allow it, she asked that a separate workshop be considered for the first of the year. Mr. Chris Tumminia, General Counsel, stated although the agenda for the workshop has been set, staff will give it consideration.

Consent Agenda

Finance/Outreach and Planning Committee

2.1 Resolution to Request Disbursement of Funds from the Land Acquisition Trust Fund for Land Management

Staff recommended the Board approve Resolution 24-09, 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.

2.2 Knowledge Management: Approval of Governing Board Policy, Investments

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

Resource Management Committee

2.3 FARMS – McClure Properties, LTD Phase 2 – H830 (Manatee County)

Staff recommended the Board:

1. Approve the McClure Properties, LTD Phase 2 project for a not-to-exceed project reimbursement of \$195,706 provided by the Governing Board;
2. Authorize the transfer of \$195,706 from fund 010 H017 Governing Board FARMS Fund to the H830 McClure Properties, LTD Phase 2 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

Operations, Lands and Resource Monitoring Committee

2.4 Perpetual Easement – Peace River at Fort Meade; SWF Parcel No. 20-020-189 (Polk County)

Staff recommended the Board:

- Approve the 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.

General Counsel's Report

2.5 Approval of Settlement Agreement between Southwest Florida Water Management District and MGM of West Florida, LLC – Unauthorized Construction and Permit Condition Violations – Environmental Resource Permit No. 30586 (Manatee County)

Staff recommended the Board approve the Settlement Agreement between the District and MGM of West Florida, LLC.

2.6 Interagency Agreement between St. Johns River Water Management District and Southwest Florida Water Management District – Designation of Regulatory Responsibility to St. Johns River Water Management District for Environmental Resource Permits – Interstate-75 Widening (Marion and Sumter Counties)

Staff recommended the Board approve the Interagency Agreement between the St. Johns River Water Management District and the Southwest Florida Water Management District for the designation of regulatory responsibility for ERP for the Florida Department of Transportation for Phases I and II of the above-described Project.

Executive Director's Report

2.7 Approve Governing Board Minutes – October 22, 2024

Staff recommended the Board approve the minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio – 00:57:03)

Discussion

Finance/Outreach and Planning Committee

Treasurer Ashley Bell Barnett called the committee to order.

3.1 Consent Item(s) Moved to Discussion – None

3.2 Budget Transfer Report

This item was for information. No action was required.

Resource Management Committee

Board Member Dustin Rowland called the committee to order.

4.1 Consent Item(s) Moved to Discussion

2.3 FARMS – McClure Properties, LTD Phase 2 – H830 (Manatee County)

Board Member Joel Schleicher requested this item be moved to Discussion.

Ms. Carole Estes, FARMS Program Manager, presented an overview of the project, benefits associated and project costs. Ms. Estes responded to questions, which included outreach performed by the District.

Staff recommended the Board:

1. Approve the McClure Properties, LTD Phase 2 project for a not-to-exceed project reimbursement of \$195,706 provided by the Governing Board;
2. Authorize the transfer of \$195,706 from fund 010 H017 Governing Board FARMS Fund to the H830 McClure Properties, LTD Phase 2 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

A motion was made and seconded to approve staff's recommendation. The motion carried with eleven in favor and one opposed. (Audio – 01:07:05)

4.2 Peace River Manasota Regional Water Supply Authority Update

Mr. Richard Anderson, Peace River Manasota Regional Water Supply Authority Executive Director, presented an overview of the Authority which included a history, funding partnerships, water supply demands, current projects and proposed projects related to demand projections. Mr. Anderson responded to questions.

This item was for information. No action was required.

Operations, Lands and Resource Monitoring Committee

Board Member Robert Stern called the committee to order.

5.1 Consent Item(s) Moved to Discussion – None

5.2 District Hurricane Response

Mr. Dave Dickens, General Services Bureau Chief/Emergency Manager, presented an overview of the recent hurricanes and the District's preparedness activities. He explained the District uses the structured response process called National Incident Management System (NIMS) for emergency management. Mr. Dickens specifically addressed preparedness activities, staff actions during Hurricane Milton and post storm activities.

Mr. Dickens outlined the continuing assessment of damages associated with District lands and structures. He stated that due to the magnitude of Hurricane Milton, the District created a GIS damage assessment tool to assist field staff and explained how it is utilized. Mr. Dickens thanked the United States Army Corps of Engineers for providing pumps at the Medard Reservoir and engineering support for culverts at the Tampa Bypass Canal.

Mr. Dickens presented a video narrated by staff member Dr. Mark Fulkerson, Watershed Management Chief Professional Engineer, that outlined the impacts to watersheds and the District's responses as a result of Hurricane Milton. The Withlacoochee River was specifically addressed. Mr. Dickens explained that flooding conditions from the Withlacoochee River during Hurricane Milton broke the record established by Hurricane Donna in 1960. Mr. Dickens outlined the various agencies the District partnered with to assist with flooding as a result of Lake Bonny in Polk County.

This item was for information. No action was required.

Regulation Committee

Board Member James Holton called the committee to order.

6.1 Consent Item(s) Moved to Discussion - None

6.2 Denials Referred to the Governing Board

No denials were presented.

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion - None

7.2 Affirm Governing Board Committee Actions

Staff recommended the Board Affirm the actions taken by the Governing Board Committees.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:56:34)

Committee/Liaison Reports

8.1 Environmental Advisory Committee

Due to the cancellation of the October 8 meeting, no update was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, expressed appreciation to the Board for the confidence they have in staff.

Chair's Report

10.1 Chair's Report

Chair Williamson asked if the Board had any items to be discussed at the December meeting. No items were presented.

Secretary Jack Bispham suggested, in light of the public comments at the beginning of the meeting, consideration be given to developing documentation that will clarify the responsibilities of municipalities/agencies within the District.

Chair Williamson stated the next scheduled Board meeting is on Tuesday, December 17 at 9:00 a.m., in the Brooksville office. There is also a Governing Board Workshop following the meeting.

10.2 Employee Milestones

A written summary was provided.

Adjournment

The meeting adjourned at 11:04 a.m.

Governing Board Meeting
December 17, 2024

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	Discussion: Consent Item(s) Moved to Discussion	36
3.2	Discussion: Action Item: Preliminary Budget for Fiscal Year 2026.....	37
3.3	Submit & File: Information Item: Budget Transfer Report	39

FINANCE/OUTREACH AND PLANNING COMMITTEE

December 17, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

Michelle Weaver, P.E., Division Director, Employee, Outreach and General Services Division

FINANCE/OUTREACH AND PLANNING COMMITTEE**December 17, 2024****Discussion: Action Item: Preliminary Budget for Fiscal Year 2026***Purpose*

Submit fiscal year (FY) 2026 Preliminary Budget for consideration by the Governing Board as required by statute; and authorize staff to prepare the *Preliminary Budget Submission* based on the preliminary budget as presented, adjusted for any modifications made by the Governing Board on December 17, for submission to the Florida Legislature on or before January 15, 2025.

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 22, 2024 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 FY2026. The Governing Board approved the assumptions as presented at the meeting.

On December 17, 2024, staff will present the preliminary budget for FY2026 and request approval to submit the *FY2025-26 Preliminary Budget Submission* to the Florida Legislature by January 15, 2025. The preliminary budget has been prepared using the same budget assumptions as presented to the Governing Board on October 22, 2024.

The development of the District's final budget will begin in February 2025. All budget requests will be subject to Governing Board review and approval during the development of the final budget for FY2026. At the June 24, 2025 Governing Board meeting, staff will present and request approval of the FY2026 Recommended Annual Service Budget.

At the July 22, 2025 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 *FY2025-26 Tentative Budget Submission* to the Governor and Florida Legislature on August 1, 2025.

Staff Recommendation:

Authorize staff to prepare the *Preliminary Budget Submission* for FY2026 based on the preliminary budget as presented, adjusted for any modifications made by the Governing Board on December 17, for submission to the Florida Legislature on or before January 15, 2025.

Presenter:

Brandon Baldwin, Division Director, Business and IT Services Division

FINANCE/OUTREACH AND PLANNING COMMITTEE

December 17, 2024

Submit & File: Information Item: Budget Transfer Report

Purpose

Provide the Budget Transfer Report covering all budget transfers made during the month of November 2024.

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 2024.

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
November 2024

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason for Transfer	Transfer Amount
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category			
<u>Change from Original Budget Intent</u>					
1	Operations Contracted Construction	Data Collection Mapping Services	Transfer of funds originally budgeted for the Water Control Structures Deficiencies Restoration Program. The funds are no longer required due to savings achieved from work performed in-house. The funds are required in addition to the budgeted \$16,275 for an independent quality control review of the District's 2023 Land Use Land Cover map due to rate increases since budgeting.	\$	4,028.26
Total Change from Original Budget Intent					<u>4,028.26</u>
<u>Consistent with Original Budget Intent</u>					
1	Water Resources Other Contractual Services	Water Resources Rental of Other Equipment	Funds are needed for the original purpose budgeted for contractual services associated with the Aquifer Recharge Testing at Flatford Swamp project. The funds are being transferred to the appropriate accounting code to track the rental of chemical skids and portable restrooms used in conjunction with the operational testing of this project.		47,100.00
2	Operations Consultant Services Contracted Construction	Engineering and Project Management Consultant Services Contracted Construction	Funds are needed for the original purpose budgeted for the Medard Reservoir Water Conservation Structure Rehabilitation project. The funds are being transferred from the Structure Operations Section to the Design and Construction Management Section to manage the construction phase.		504,000.00
Total Consistent with Original Budget Intent					<u>551,100.00</u>
Total Amount Transferred					<u>\$ 555,128.26</u>

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

Governing Board Meeting
December 17, 2024

4. RESOURCE MANAGEMENT COMMITTEE

4.1	Discussion: Consent Item(s) Moved to Discussion	41
4.2	Discussion: Action Item: Fiscal Year 2026 Cooperative Funding Process	42
4.3	Discussion: Action Item: Peace River Manasota Regional Water Supply Authority – Regional Integrated Loop System Phase 3C Project – Storage and Pumping Improvements Third-Party Review (Q313).....	43
4.4	Submit & File: Information Item: Annual Status of the Southern Water Use Caution Area Recovery Strategy	46

RESOURCE MANAGEMENT COMMITTEE

December 17, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE

December 17, 2024

Discussion: Action Item: Fiscal Year 2026 Cooperative Funding Process

Purpose

To update the Board on the status of the fiscal year (FY) 2026 Cooperative Funding process and request approval to deviate from the Cooperative Funding Initiative (CFI) Policy regarding Regional Subcommittee meetings.

Background

On October 18, 2024, the District received 35 CFI applications, requesting \$196.8 million in FY2026. The applications include seven Prioritized AWS projects requesting \$148.8 million, 3 ongoing (1A) projects requesting \$1.5 million, 1 springs project requesting \$75,000 and 24 new projects requesting \$46.5 million.

Similar to the FY2025 CFI review process, staff recommends eliminating the eight Regional Subcommittee meetings for FY2026. In lieu of Regional Subcommittee meetings, project information, scoring and funding recommendations would be presented at the February and April Board meetings. The CFI Policy allows for deviation from the Regional Subcommittee review process if approved by the Board.

Discussion

The FY2026 CFI applications have been compiled by region, distributed to the Governing Board members, and posted on the District's website (<https://www.swfwmd.state.fl.us/business/coopfunding>). District staff are currently evaluating, scoring, and preparing evaluations for each project. Preliminary project evaluations will be provided to the Governing Board prior to the February Board meeting. The following topics are proposed for discussion at the February Board meeting:

- Summarize Funding Applications
- Review Preliminary Project Evaluations/Scores
- Receive Public/Stakeholder Input
- Select Projects for Presentations in April
- Review Timeline and Next Steps

Final staff evaluations will be presented in April along with the requested project presentations. Final approval of the FY2026 projects for inclusion in the Recommended Annual Service Budget (RASB) will be requested at the April Board meeting.

Staff Recommendation:

Approve eliminating the Regional Subcommittee meetings for the FY2026 CFI review process.

Presenter:

Kevin Wills, Cooperative Funding Initiative Lead, Engineering and Project Management Bureau

RESOURCE MANAGEMENT COMMITTEE**December 17, 2024****Discussion: Action Item: Peace River Manasota Regional Water Supply Authority – Regional Integrated Loop System Phase 3C Project – Storage and Pumping Improvements Third-Party Review (Q313)***Purpose*

The purpose of this item is to present the results of the independent third-party review (TPR) for the Peace River Manasota Regional Water Supply Authority (Authority) Regional Integrated Loop System Phase 3C (Phase 3C Interconnect) storage and pumping improvements at the Carlton facility and to request Governing Board approval to move forward with final design, permitting, and construction and update the overall Phase 3C Interconnect project (pipeline, storage and pumping improvements) cost to \$70,801,836. The District's funding for the overall project remains at \$26,550,000, which is 50 percent of the initial Board-approved amount of \$53,100,000.

Background/History

The Authority and the District entered into a Cooperative Funding Agreement in fiscal year (FY) 2023 for the Phase 3C Interconnect project. The project consists of the design, permitting and construction of a potable transmission interconnection system, including approximately 8 miles of pipeline and storage and pumping improvements, to supply additional alternative water. This interconnect is part of the Regional Integrated Loop System to extend the system further north from its current terminus at Clark Road (SR-72) to Fruitville Road. Since the pipeline component of the project is the most critical phase for the Authority to meet their requirement to provide water to Sarasota County on time, the Authority prioritized completion of the pipeline and decided to make storage and pumping improvements at the existing Carlton facility instead of constructing a new facility. As part of the pipeline design, the Authority updated the total project cost to \$63,850,000.

The results of the pipeline TPR were presented to the Governing Board in October 2023 and the project received authorization for continuation for final design, permitting and construction of the pipeline. The Governing Board also authorized the Authority to perform a later independent TPR of the storage and pumping improvements at the Carlton facility for the Phase 3C Interconnect project, with the Authority funding 100% of the TPR.

Benefits/Costs

In August 2024, the Authority completed the preliminary design package for the storage and pumping improvements. The cost estimate for the storage and pumping improvements is \$11,054,000. The Authority hired a consultant to perform the TPR and the work was completed in October 2024. The results of the storage and pumping improvements TPR found the proposed improvements are feasible and constructable. The TPR also found the cost estimate and proposed schedule to be feasible and appropriate for this level of design, and it is recommended that the cost and schedule be updated as design progresses.

With the revised estimate for the storage and pumping improvements, the overall project estimate has increased to \$70,801,836. Based on the current scoring criteria, the project remains cost effective. The Governing Board has budgeted a total of \$26,550,000 for the completion of the overall project, which is

50 percent of the initial Board-approved project costs. The project has also received \$2,500,000 from the Department of Environmental Protection from state appropriations for alternative water supply development. The Authority will apply the State funding towards cost increases in accordance with the District's Cooperative Funding Initiative policy. The revised FY2025 evaluation form is attached as an exhibit.

Governing Board authorization is needed to proceed with final design, permitting and construction of the storage and pumping improvements.

Staff Recommendation:

1. Authorize continuation of the project to proceed with final design, permitting and construction of the storage and pumping improvements at the Carlton facility.
2. Update the overall project cost to \$70,801,836 with District's share not to exceed \$26,550,000 for the Regional Integrated Loop System Phase 3C Project (Q313).

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

Eval Project No. Q313	Interconnects – PRMRWSA Regional Integrated Loop System Phase 3C			
PRMRWSA	FY2025			
Risk Level:	Type 2	Multi-Year Contract: Yes, Year 3 of 3		
Description				
Description:	Third-party review (TPR), design, permitting, and construction of a potable water transmission interconnection to supply additional alternative water, including pumping and storage improvements at the existing Carlton facility. This interconnect is part of the Regional Integrated Loop System to extend the system further north from its current terminus at Clark Road (SR-72) to Fruitville Road. This segment will be approximately 8 miles long and is expected to have a max day capacity of 40 million gallons per day (MGD) to supply anticipated demand from a high growth area in Sarasota County. At their own cost, the Authority performed an independent TPR of the preliminary design of the pumping and storage improvements at the Carlton facility. This project is a follow-up project to Q205, PRMRWSA Phase 3C Integrated Loop Routing Feasibility Study.			
Measurable Benefit:	The contractual measurable benefit is the design, permitting, and construction of the project capable of delivering a max day capacity of 40 MGD.			
Costs:	Total project cost: \$70,801,836 (design, TPR, permitting, and construction), initial board-approved project amount \$53,100,000 PRMRWSA: \$41,751,836 District: \$26,550,000 with \$13,244,319 budgeted in previous years, and \$13,305,681 budgeted in FY2025 FDEP: \$2,500,000 awarded in FY2023			
Evaluation				
Application Quality:	All information identified in the CFI Guidelines was provided at the time of application.			
Project Benefit:	The benefit of this project is the construction of a max day capacity of 40 MGD regional potable water transmission pipeline and pumping and storage improvements to the existing Carlton facility to supply alternative water to a high growth area of Sarasota County.			
Cost Effectiveness:	The cost effectiveness, based on staff evaluation and third-party review for the project, is within the expected range for the design level and type of project.			
Past Performance:	Good, based upon an assessment of the schedule and budget for the 3 ongoing projects.			
Complementary Efforts:	Applicant has complementary efforts that promote water conservation via education/outreach with the public and member governments.			
Project Readiness:	Project is ongoing and on schedule.			
Strategic Goals				
Strategic Goals:	Strategic Initiative - Alternative Water Supplies: Increase development of alternative sources of water to ensure groundwater and surface water sustainability. Southern Region Priority: Implement Southern Water Use Caution Area (SWUCA) Recovery Strategy.			
Overall Ranking and Recommendation				
AWS	The Governing Board approved the results of the TPR for the pipeline in October 2023, which found the pipeline preliminary design to be appropriate and the cost estimates to be reasonable for the level of design. The Authority, at their own cost, completed preliminary design and TPR for the pumping and storage improvements. The TPR found the preliminary design to meet industry standards and best practices and the cost estimates to be reasonable for the level of design. Based on the TPR results, District staff recommend Governing Board authorization for final design, permitting, and construction of the pumping and storage improvements and to update the total project cost to \$70,801,836. This project will assist in meeting regional water supply demands and implementation of SWUCA Recovery Strategy.			
Funding				
Funding Source	Prior	FY2025	Future	Total
District	\$13,244,319	\$13,305,681	\$0	\$26,550,000
PRMRWSA	\$20,615,681	\$14,184,319	\$6,951,836	\$41,751,836
FDEP	\$2,500,000	\$0	\$0	\$2,500,000
Total	\$36,360,000	\$27,490,000	\$6,951,836	\$70,801,836

RESOURCE MANAGEMENT COMMITTEE**December 17, 2024****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 2023.

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 and adjacent areas (Ridge area) 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. Principal goals of the Strategy to achieve by 2025 are:

1. Restore minimum levels to priority lakes in the 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 assessment 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 assessment of the Strategy encompassed the period FY2017 through FY2021 and concluded progress had been made on all four principal goals. The assessment was completed in 2023 and presented to the Board at their meeting in April 2023. The next planned assessment will encompass the period FY2022 through FY2025.

Progress has also been made 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. The start-up and initial testing of the recharge well and surface water facilities were completed, and the operational testing of the system is underway. 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. 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 been operating its South Hillsborough Aquifer Recharge Project (SHARP) since 2015 and currently, there are three recharge wells under operation with plans to expand the system to include three additional recharge wells in the near future. 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 met 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. The City of Haines City completed Cooperative Funding projects with the District that identified different recovery alternatives for Lake Eva and Lake Henry. 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 developed new minimum lake level standards for Ridge Lakes in 2022. Using the new standards, 14 Ridge Lakes are scheduled for reevaluation through 2027. 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 2023.

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 50 water bodies with adopted MFLs in the SWUCA: 32 lakes, 16 river segments (including 6 estuaries), one spring and one aquifer. In 2023, 43 (86 percent) water bodies were meeting, and 7 (14 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 6% in the percentage of MFLs met compared to the previous year (2022).

The number of lakes with minimum levels is 32, with 25 lakes met and 7 lakes not met in 2023 (Goal 1). All lakes, including lakes not meeting their minimum levels, have been on a stable or positive trend since 2019.

The minimum flow status assessment for the upper Peace River (Goal 2) shows all three gages being met from 2020 through 2023. 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. In addition, District staff continue working on the reevaluation of the minimum flows for the upper Peace River due for adoption in 2025.

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 2023, the 10-year average aquifer level was 15.0 feet marking the sixth of the required five years the level needs to equal or exceed the SWIMAL to be considered met. The 2023 level increased by 0.1 feet from the 2022 level.

The District continues to support the 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 FY2024, a review of ongoing and completed reuse projects within the SWUCA reveals a total of 12 ongoing District cooperatively funded reuse projects, which will result in approximately 4 million gallons per day (mgd) of additional reuse supply upon completion. Ongoing or completed public supply water conservation projects in FY2024 included a total of 9 District cooperatively funded conservation projects, which will result in approximately 0.32 mgd of additional conservation savings upon completion. An additional 10 water supply and water resource development projects, including those related to aquifer storage and recovery, brackish groundwater development, surface water storage, and potable water interconnects/line looping, were ongoing or completed in FY2024. These projects are projected to provide at least 22.5 mgd of new alternative water supply.

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 2023. 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 486 million gallons per day (MGD) since 2012. 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, although several sites still remain below adopted MFLs. Average rainfall over the past 10 years is 1.0 inch 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 2021, total groundwater withdrawals over the last 10 years averaged 486 MGD, well below the SWUCA recovery plan target of 600 MGD identified by 2025.

Staff Recommendation:

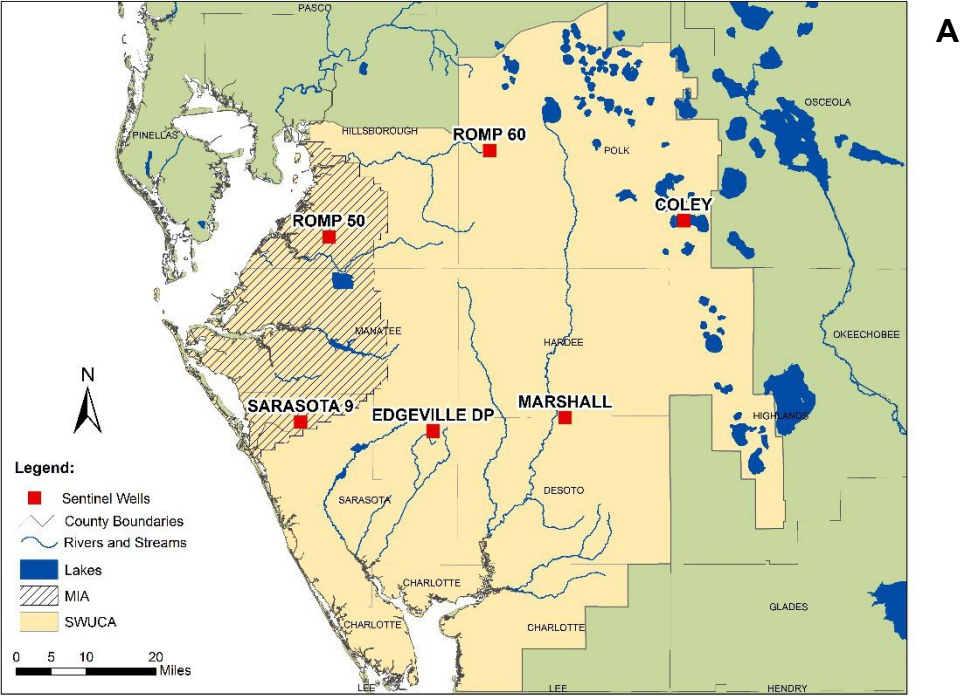
This item is for the Board's information only, and no action is required.

Presenter:

Jill Qi, Professional Geologist, Natural Systems and Restoration Bureau

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



B

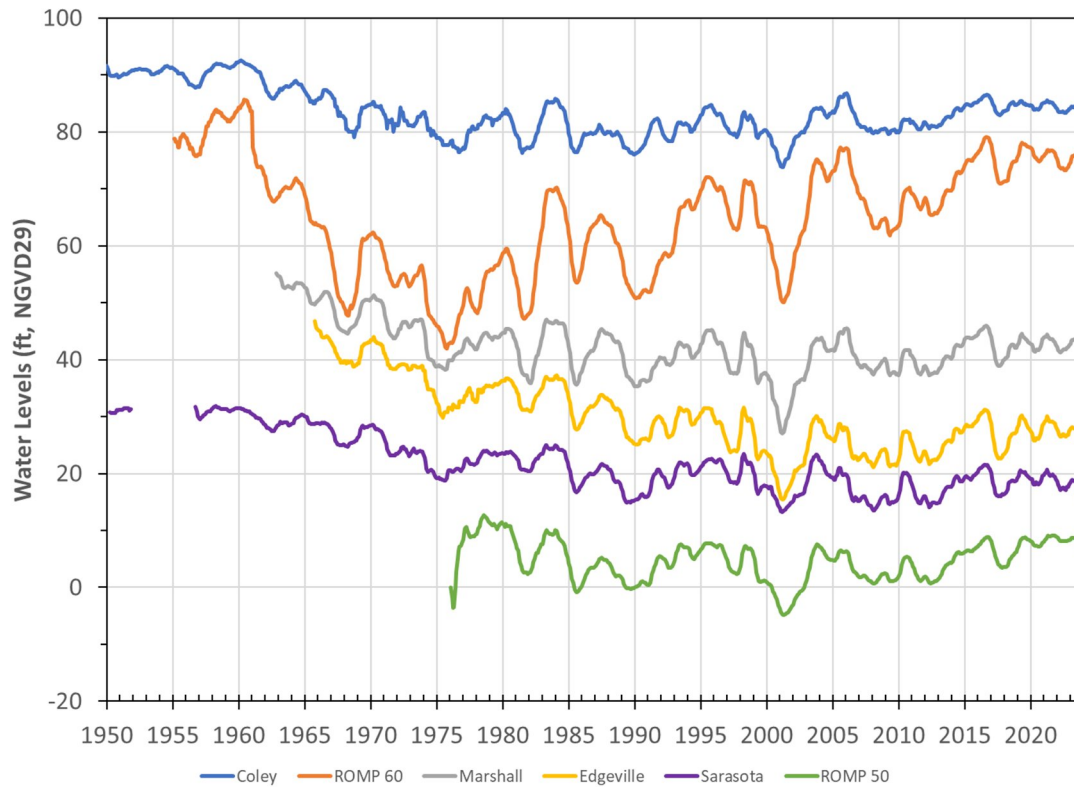


Figure 1. A). Map of the sentinel well locations; B) Water levels of the monitoring wells in the SWUCA (average level for 12-month moving periods)

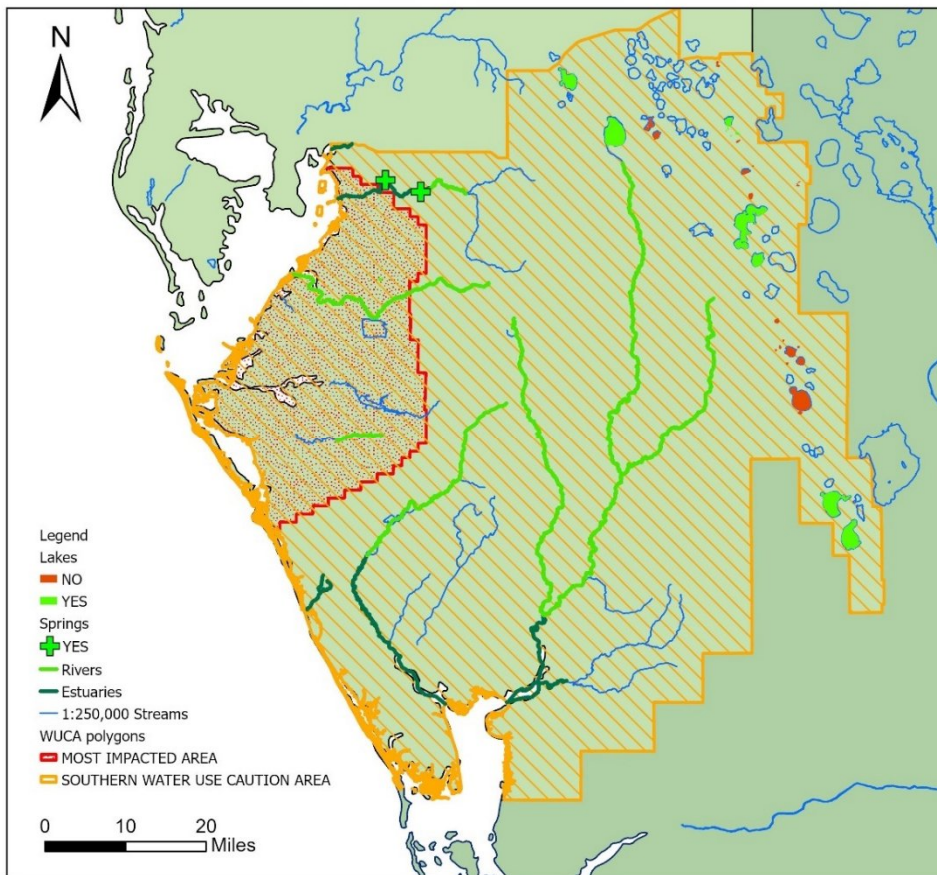


Figure 2. Status of MFL water bodies in the SWUCA

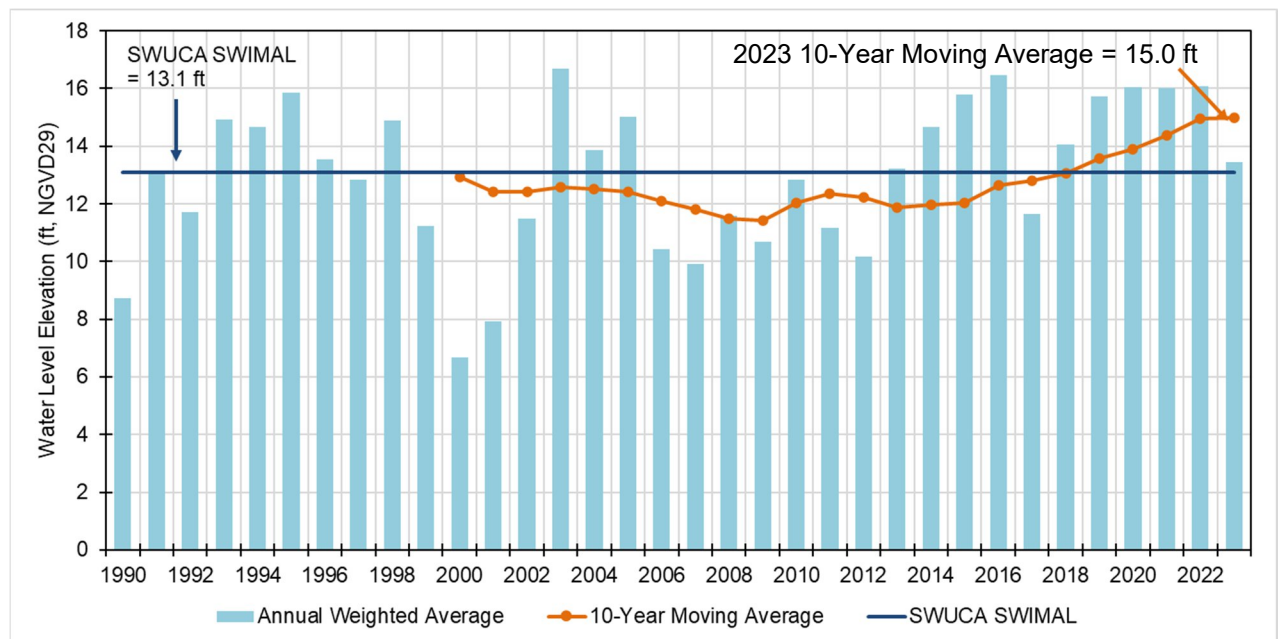


Figure 3. Status of the Upper Floridan aquifer level in the Most Impacted Area of the SWUCA

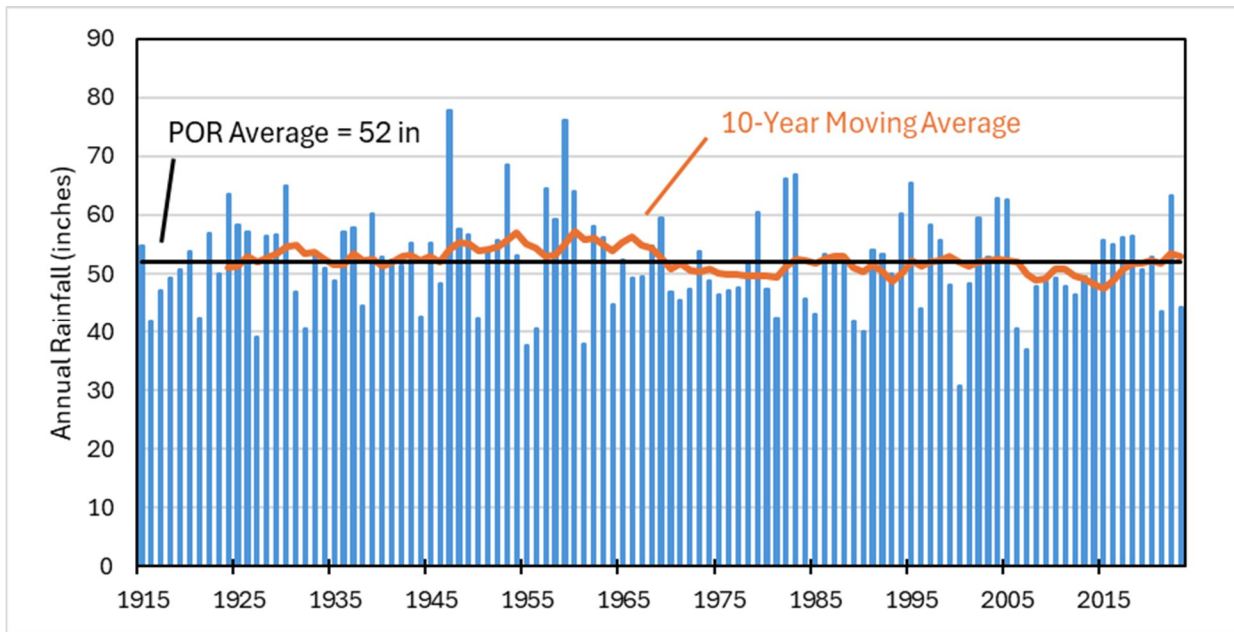


Figure 4. Long-term rainfall as depicted for the Peace River Basin

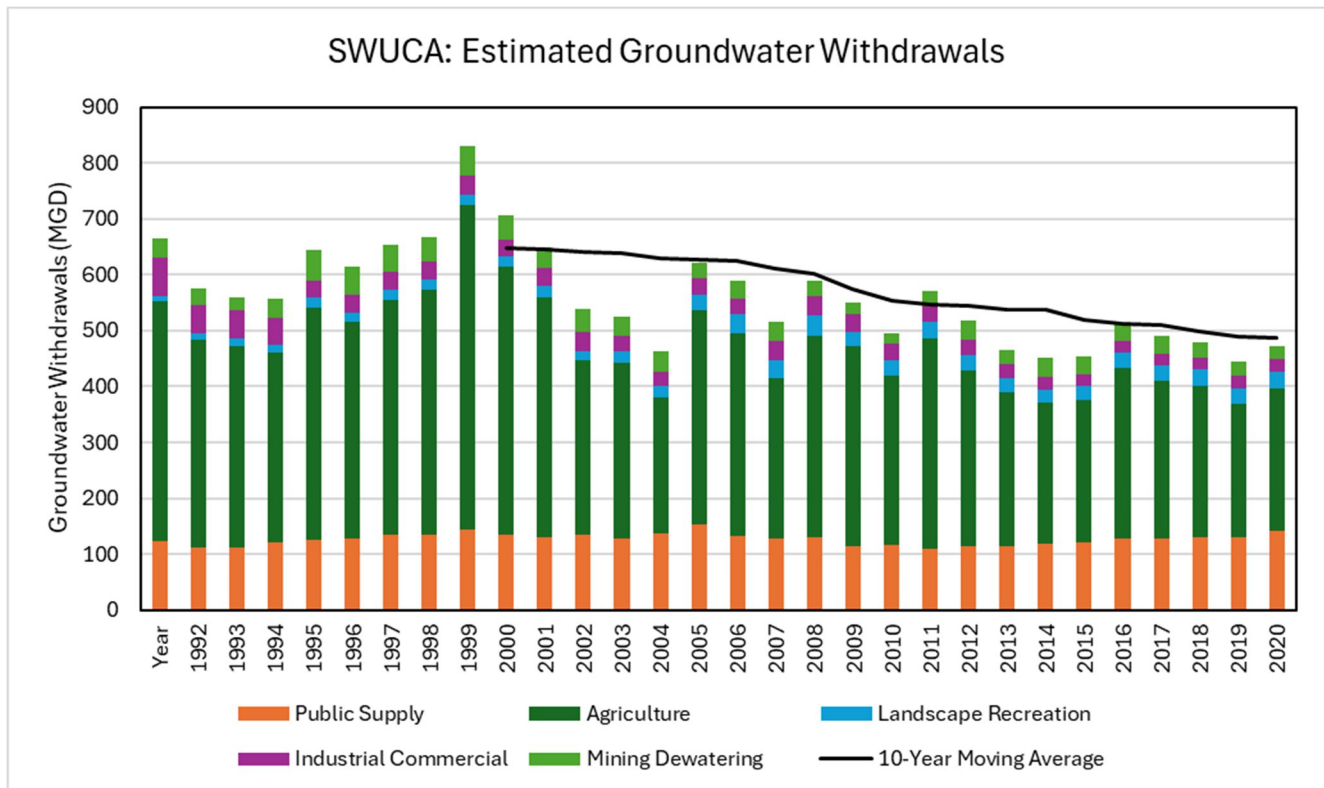


Figure 5. Total estimated/actual groundwater withdrawals in the SWUCA

Governing Board Meeting
December 17, 2024

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 17, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 17, 2024

Discussion: Information Item: Hydrologic Conditions Report

- November is the second month of the eight-month dry season (October through May). Rainfall during the first 19 days of November was minimal, with some rainfall inland. High pressure conditions have been dominant since Hurricane Milton in early October, which resulted in very dry conditions across much of the District in November. The highest rainfall totals occurred in the inland, central, and southern regions.
- **Rainfall:** Provisional (Nov. 1-19) rainfall totals are much below normal in all three regions of the District. The Districtwide 12-month cumulative rainfall total decreased from a surplus of 9.49 inches above the long-term historical average in October to a surplus of 7.79 inches above the long-term historical average by November 19th.
- **Streamflow:** Provisional (Nov. 1-18) streamflow decreased at eleven monitoring stations and increased at one monitoring station (Withlacoochee River near Holder), compared to last month. Three stations reported normal streamflow, two stations reported above-normal streamflow, and seven reported much above-normal streamflow. Regional streamflow, based on three index rivers, is much above normal in all three regions of the District.
- **Groundwater:** Provisional (Nov. 1-17) regional aquifer-level percentiles slightly increased in the northern region, while a decrease was reported in the central and southern regions, compared to last month. Aquifer levels are above normal in the northern and central counties, while within the normal range in the southern counties.
- **Lake Levels:** Provisional (Nov. 1-18) regional lake levels decreased in the Northern, Tampa Bay, and Polk Uplands regions, while there was a slight increase in the Lake Wales Ridge region, compared to last month. Regional levels are within the normal range in all four lake regions of the District.
- **Overall:** Regional hydrologic indicators have generally decreased in November, compared to last month, but are still within the normal to above-normal range for the year. The National Oceanic and Atmospheric Administration (NOAA) predicts below-normal rainfall during the composite three-month period of December 2024 through February 2025.

Staff Recommendation:

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

Presenter:

Tamera McBride, Hydrologic Data Manager, Data Collection Bureau

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 17, 2024

Discussion: Action Item: Oilwell Road Timber Harvest Agreement

Purpose

The purpose of this item is to request Governing Board approval and execution of the Oilwell Road Timber Harvest Agreement (Agreement), Exhibit A. This timber harvest occurs within the Green Swamp Wilderness Preserve West Tract in Pasco County. This Agreement is the result of the District's Request for Offer (RFO) 2402 to Purchase Renewable Resources on District Conservation Lands. As a result of the RFO process, Bodaca Timber Inc. was the successful high offer, and this Agreement is the contract to perform a timber harvest of 425 acres of the Oilwell Road stand. Based on the stand's timber inventory, it is estimated that this timber sale will generate approximately \$450,000 in revenue.

Background/History

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

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

Staff Recommendation:

Approve and execute the Oilwell Road Timber Harvest Agreement #2025LMREV001.

Presenter:

Chris Reed, Land Management Manager, Land Resources Bureau

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

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

WITNESSETH:

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

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

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

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

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

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

Project Manager for the DISTRICT: Allen Milligan

Project Manager for the CONTRACTOR: David Cauley

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

3. SCOPE OF WORK. Upon receipt of a written Notice to Proceed from the DISTRICT, the CONTRACTOR agrees to purchase, harvest, and remove pine timber from the PROPERTY in accordance with the Scope of Work attached hereto as Exhibit "A". The CONTRACTOR must furnish all equipment and manpower required and necessary to complete the work. Any changes to the Scope of Work attached hereto and incorporated herein as Exhibit "A" must be mutually agreed upon and memorialized in a written amendment to this Agreement prior to being performed by the CONTRACTOR.
4. PAYMENT. The CONTRACTOR shall:
- 4.1 Pay the DISTRICT twenty-five dollars and twenty-eight cents (\$25.28) for every ton of pine timber removed and fifteen dollars and zero cents (\$15.00) for every ton of pine topwood removed. Payment documentation must include load summaries showing the number of loads removed, the number of tons in each load removed, the date of removal, and destination of the load. Payments and payment documentation shall be submitted weekly by the CONTRACTOR to the DISTRICT at the following address:
- Cashier/Accounting
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899
- 4.2 Pay the DISTRICT, not as a penalty but as liquidated damages for any timber not designated by the DISTRICT which is cut, burned, or otherwise injured by the CONTRACTOR. For violation of this provision, the CONTRACTOR shall: i) pay the DISTRICT twenty dollars (\$20.00) per tree for pulpwood and chip-n-saw size trees and thirty-five dollars (\$35.00) per tree for saw timber size trees, for each damaged or cut tree as determined by the DISTRICT; ii) indemnify the DISTRICT for all costs and expenses incurred by the DISTRICT in connection with its investigation of the number of trees damaged, restoration work and removal of trees, and replanting, as performed by employees or contractors of the DISTRICT; iii) indemnify the DISTRICT for all costs and expenses incurred by the DISTRICT related to fire suppression and fire damage to other DISTRICT property; and iv) indemnify the DISTRICT for any other damages or costs incurred by the DISTRICT. Any payments due to the DISTRICT under this provision shall be made to the DISTRICT within fifteen (15) business days from receipt of the DISTRICT'S request for payment.
5. TERM. This Agreement shall be effective upon execution and shall remain in effect for twenty-four (24) months, or upon satisfactory completion of the PROJECT, whichever occurs first, unless amended in writing by the parties or unless terminated, pursuant to Paragraph 10 or 11 below.
6. PROJECT RECORDS AND DOCUMENTS. The CONTRACTOR, upon request, shall permit the DISTRICT to examine or audit all PROJECT-related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. The CONTRACTOR shall pay the DISTRICT any additional payments determined to be owed to the DISTRICT under this Agreement, by an audit, within fifteen (15) business days from receipt of written notice from the DISTRICT. The CONTRACTOR shall maintain all such records and documents for at least three (3) years following the expiration or termination

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

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

6.2 If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this Agreement, contact the custodian of public records by telephone at 352-224-9733, by email at peggy.meinhardt@watermatters.org, or at the following mailing address:

**Peggy Meinhardt, Records Manager
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

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

7. OWNERSHIP. The DISTRICT shall retain ownership to all timber on the Property until such timber is removed in accordance with the Scope of Work attached hereto as Exhibit "A". Upon termination or expiration of this Agreement, the DISTRICT shall retain ownership of all timber not removed from DISTRICT property.
8. INDEMNIFICATION. The CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT and all DISTRICT agents, employees, and officers from and

against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs, or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this Agreement. This provision shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

- 9.3 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
- 9.4 The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. If the CONTRACTOR does not carry workers' compensation coverage, the CONTRACTOR must submit to the DISTRICT both an affidavit stating that the CONTRACTOR meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.
- 9.5 The CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.

- 9.6 The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.
10. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR shall be liable for any funds due to the DISTRICT up to the date of termination. In the case the Agreement is terminated under this paragraph or Paragraph 11, Default, the CONTRACTOR shall promptly remove any part or all of its equipment and supplies from the project site within two (2) business days. If the CONTRACTOR fails to do so, the DISTRICT shall have the right to remove such equipment and supplies and the CONTRACTOR shall indemnify the DISTRICT for such costs. This provision shall survive the expiration or termination of this Agreement.
11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. In addition, the initiation, either by the CONTRACTOR or against the CONTRACTOR, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the CONTRACTOR becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by the CONTRACTOR entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT.
- 11.1 In the event this Agreement is terminated by the DISTRICT due to the CONTRACTOR'S default as set forth above, the CONTRACTOR shall be responsible to pay for the DISTRICT'S costs in finding a new contractor, and the difference between the CONTRACTOR'S unit price and the price of the DISTRICT'S new contractor, through the original one (1) year term of this Agreement. The CONTRACTOR shall make the above-referenced payments to the DISTRICT within fifteen (15) business days from receipt of written notice by the DISTRICT requesting such payment.
- 11.2 In addition to any other remedies set forth above, the DISTRICT may avail itself of any and all remedies available under Florida law due to CONTRACTOR'S failure to comply with any term or condition of this Agreement. The DISTRICT'S waiver of any

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

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

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

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

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

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Michelle Williamson Date
Governing Board Chair

CONTRACTOR

By: _____
James D. Cauley Date
President

COPY

EXHIBIT "A"
SCOPE OF WORK

PROJECT DESCRIPTION

The CONTRACTOR shall purchase, cut, and remove pine timber outlined below from within the defined project boundary of approximately 425 acres. All leave trees may be marked with blue paint. In areas that may not be marked, operator select harvest will be utilized. In areas not marked, operator selection will be conducted to remove approximately 50% of the standing volume by removing poor form, suppressed or weak trees, while maintaining approximately 50-60 ft²/acre basal area of dominant and co-dominant leave trees. This timber stand improvement will prioritize the removal of pulpwood and only the chip-n-saw necessary to conduct the harvest or achieve the desired basal area. There will be no removal of sawtimber. The stand is located on the Green Swamp Wilderness Preserve - West Tract Preserve in Pasco County, Florida.

The DISTRICT agrees to comply with the following:

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

The CONTRACTOR agrees to comply with the following requirements:

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

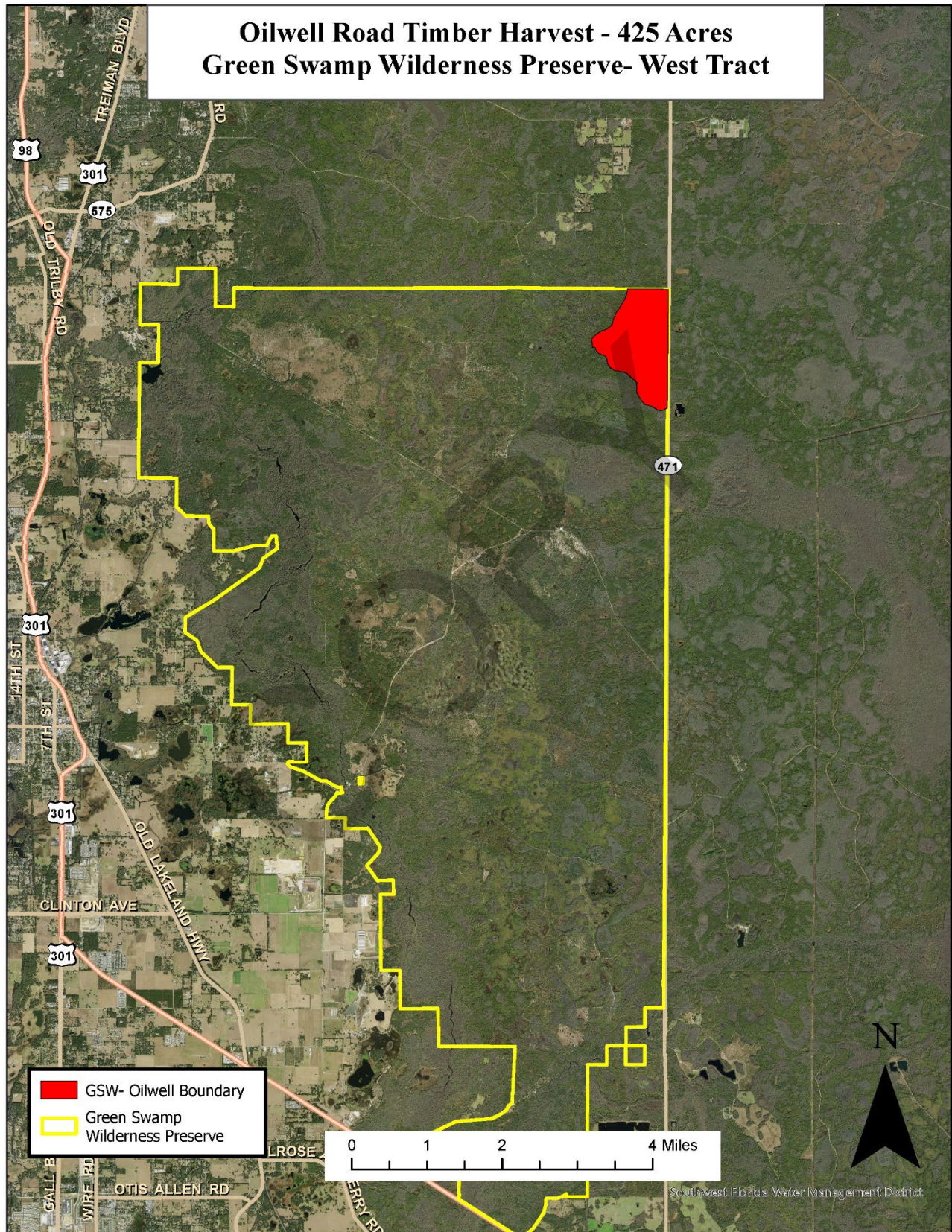
6. Exercise due care and comply with industry standards against starting and spreading fires while performing work under this Agreement. The CONTRACTOR shall be responsible for any violation of this provision as provided in Paragraph 4.2 of the Agreement.
7. Protect from damage all gates, culverts, fences, and ditches on or adjacent to the land. Any property damage caused by the CONTRACTOR or its agents shall be repaired by the CONTRACTOR at its expense. Determination of necessary repairs to be completed shall be at the DISTRICT'S sole discretion.
8. At all times keep firebreaks, roads, and trails free of brush, debris, and equipment. The CONTRACTOR shall be responsible for keeping roads traversable at all times. Repair and restore promptly to its original condition, at the CONTRACTOR'S expense, any firebreaks, roads, or trails used by the CONTRACTOR in connection with this Agreement that are damaged beyond ordinary wear and tear by the CONTRACTOR or its agents which shall be determined by the DISTRICT in its sole discretion. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property.
9. Weigh all timber at mill or yard and be responsible for the DISTRICT'S load ticket system for all loads removed. Track the weight of pine timber harvested and removed and provide a written account with the weekly settlement payments in accordance with Paragraph 4 of this Agreement. The DISTRICT may install photo, video, or other recording devices at or near the PROJECT site.
10. In compliance with Florida's Silvicultural Best Management Practices for timber harvesting, take extra care and precautions in avoiding all wetlands and under no circumstances violate wetland areas with equipment.
11. To prevent the spread of invasive exotic weeds, clean all equipment prior to entering District property and again upon completion of the PROJECT at a site approved by the DISTRICT.
12. Obtain all required permits and approvals prior to commencing any work.

PERFORMANCE SCHEDULE

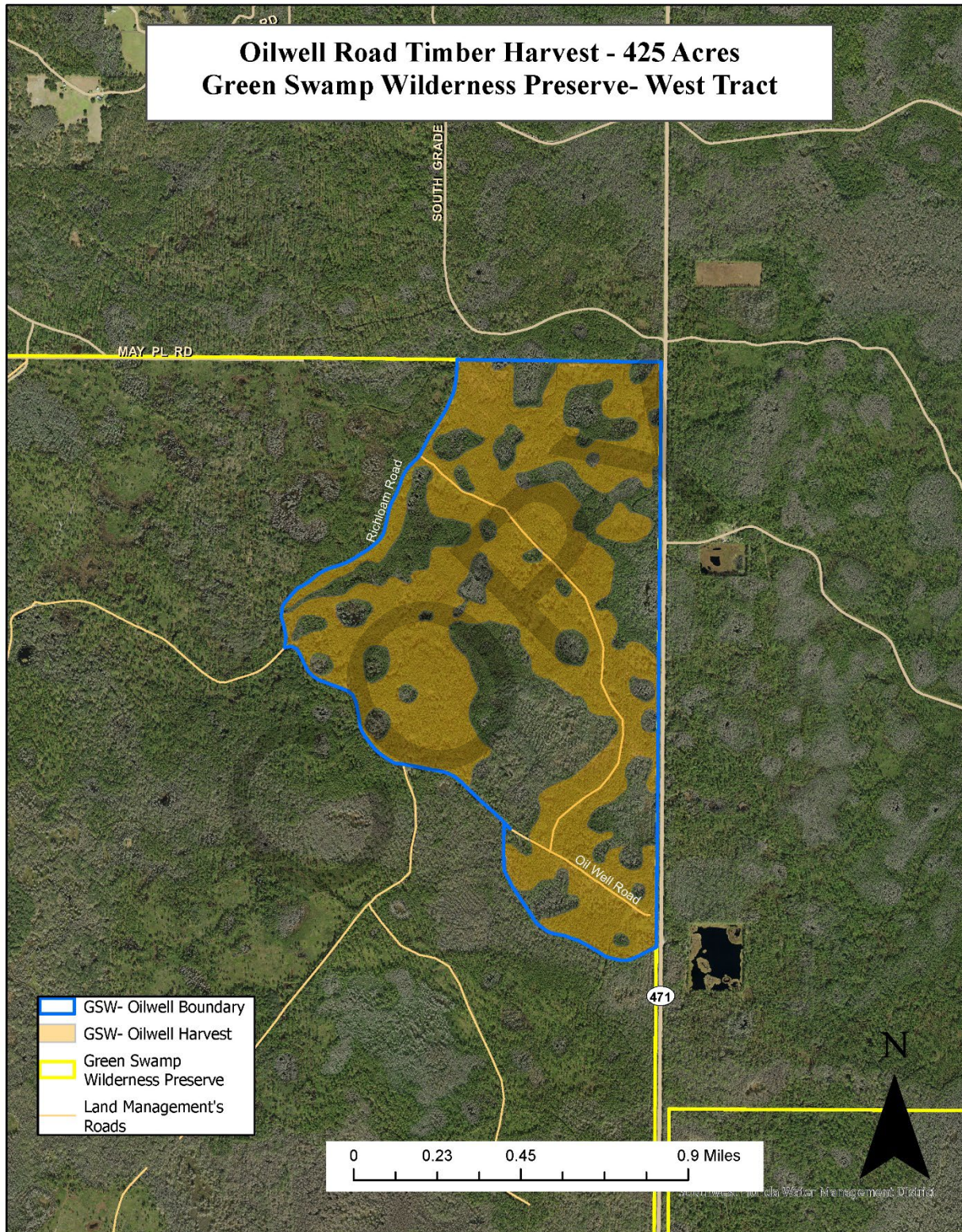
425 acres harvested within twenty-four (24) months from the effective date of Agreement.

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ATTACHMENT 1
LOCATION MAP



ATTACHMENT 2
HARVEST MAP



Governing Board Meeting

December 17, 2024

6. REGULATION COMMITTEE

- 6.1 **Discussion:** Consent Item(s) Moved to Discussion70
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board71

REGULATION COMMITTEE

December 17, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

REGULATION COMMITTEE

December 17, 2024

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 Division

Governing Board Meeting

December 17, 2024

7. GENERAL COUNSEL'S REPORT

7.1	Discussion: Consent Item(s) Moved to Discussion	72
7.2	Discussion: Action Item: Affirm Governing Board Committee Actions	73

GENERAL COUNSEL'S REPORT

December 17, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

GENERAL COUNSEL'S REPORT

December 17, 2024

Discussion: Action Item: Affirm Governing Board Committee Actions

The Governing Board has established four committees for conducting District business: the Finance/Outreach & Planning Committee; the Operations, Land, & Resource Monitoring Committee; the Regulation Committee; and the Resource Management Committee. Each committee is a committee of the whole with all Governing Board members serving as committee members.

The Governing Board, sitting as a committee, considers and takes action on discussion agenda items during each Governing Board meeting. In order to clarify for the record that the Governing Board has taken action, the actions taken by the committees will be presented to the Board for affirmation.

Staff Recommendation:

Affirm the actions taken by the Governing Board Committees.

Presenter:

Christopher A. Tumminia, General Counsel, Office of General Counsel

COMMITTEE/LIAISON REPORTS

December 17, 2024

Discussion: Information Item: Industrial Advisory Committee

Staff Recommendation:

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

Presenter:

James Holton, Board Member

COMMITTEE/LIAISON REPORTS

December 17, 2024

Discussion: Information Item: Public Supply Advisory Committee

Staff Recommendation:

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

Presenter:

Robert Stern, Board Member

EXECUTIVE DIRECTOR'S REPORT

December 17, 2024

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 17, 2024

Discussion: Information Item: Chair's Report

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

CHAIR'S REPORT

December 17, 2024

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
10	12/10/2014	Jeff Connor	Senior Systems Administrator	Brooksville	InformationTechnology	2024	12/10/2024
10	12/29/2014	Brian Szenay	Professional Geologist	Tampa	Water Use Permit	2024	12/29/2024
20	12/01/2004	Dan Golus	Professional Senior Engineer	Sarasota	Environment Resource Permit	2024	12/01/2024
25	12/20/1999	Matt Jablonski	Supervisor, Chemistry Lab	Brooksville	Data Collection	2024	12/20/2024
35	12/27/1989	George Prine	Lead Hydrologic Data Field Technician	Sarasota	Data Collection	2024	12/27/2024
40	12/30/1984	Jim Marshall	Compliance Inspector	Brooksville	Regulatory Support	2024	12/30/2024