

Governing Board Meeting

Agenda and Meeting Information

February 24, 2026

9:00 a.m.

Brooksville Office

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

Southwest Florida
Water Management District

WATERMATTERS.ORG 1-800-423-1476



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

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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

FEBRUARY 24, 2026
9:00 AM

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

All meetings are open to the public

MEETING NOTICE

- › Viewing of the Board meeting will be available through the District's website at WaterMatters.org.
- › 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)

1. CONVENE PUBLIC MEETING

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

2. CONSENT AGENDA

- 2.1 **Finance/Outreach & Planning Committee:** Approval of the 2026 Consolidated Annual Report
- 2.2 **Resource Management Committee:** FARMS – Oak Ridge Fish Hatchery, Inc. – H842 (Hillsborough County)
- 2.3 **Operations, Lands & Resource Monitoring Committee:** Amendment to Easement to Tampa Electric Company – Little Manatee River Corridor – SWF Parcel No. 11-058-125XB (Hillsborough County)
- 2.4 **Operations, Lands & Resource Monitoring Committee:** Amendment to Utility Easement to Tampa Electric Company – Tampa Bypass Canal – SWF Parcel No. 13-001-752X (Hillsborough County)
- 2.5 **Operations, Lands & Resource Monitoring Committee:** Easement Agreement – ROMP 86 Replacement Well Site – SWF Parcel No. 13-020-160 (Pasco County)
- 2.6 **General Counsel's Report:** Approval of Consent Order between Southwest Florida Water Management District and New Florida Ventures Corp. – Water Use Permit and Well Construction Violations – Water Use Permit No.: 20001796.005 (DeSoto County)
- 2.7 **General Counsel's Report:** Interagency Agreement between the Florida Department of Transportation and Southwest Florida Water Management District for Environmental Mitigation
- 2.8 **General Counsel's Report:** Authorization to Initiate Litigation – Edward Medard Reservoir Toe Drain Replacement Project (Hillsborough County)
- 2.9 **General Counsel's Report:** Approval of Well Construction Permitting Delegation Agreements between the Southwest Florida Water Management District and Manatee County, Sarasota County, and the Department of Health (Marion County), and Initiation and Approval of Rulemaking to Incorporate the Agreements by Reference
- 2.10 **General Counsel's Report:** Approval of Rulemaking to Amend Rule 40D-2.321, Florida Administrative Code, to Promote the Use of Reclaimed Water and Encourage Quantifiable Potable Water Offsets, in Accordance with Section 373.250(9), Florida Statutes
- 2.11 **General Counsel's Report:** Partial Release of Conservation Easement – Environmental Resource Permit Application No. 925397 – Withlacoochee River Electric Cooperative, Inc. Transmission Line at Pasco Town Center (Pasco County)
- 2.12 **General Counsel's Report:** Approval of Settlement Agreement – Southwest Florida Water Management District and Stantec Consulting Services, Inc., – Gully Branch Upland Restoration Project (Hillsborough County)

2.13 **Executive Director's Report:** Approve Governing Board Minutes – January 27, 2026

3. RESOURCE MANAGEMENT COMMITTEE

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

3.2 **Discussion:** Information Item: Knowledge Management: Cooperative Funding Initiative Governing Board Policy

3.3 **Discussion:** Information Item: Fiscal Year 2027 Cooperative Funding Initiative Preliminary Project Evaluations

4. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

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

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

5. FINANCE/OUTREACH & PLANNING COMMITTEE

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

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

6. REGULATION COMMITTEE

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

7. GENERAL COUNSEL'S REPORT

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

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

8. COMMITTEE/LIAISON REPORTS

8.1 **Discussion:** Information Item: Environmental Advisory Committee

9. EXECUTIVE DIRECTOR'S REPORT

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

10. CHAIR'S REPORT

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

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

ADJOURNMENT



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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

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Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 2025

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

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE
Chair Dustin Rowland

REGULATION COMMITTEE
Chair James Holton

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

All Governing Board members are a member of each committee.

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

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

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

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

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

Governing Board Meeting

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

Governing Board Workshop

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

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

2026 – September 8 & 22

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

2025 – December 2

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

Environmental Advisory Committee – 10 a.m.

2025 – October 14

2026 – January 13, April 14, July 14

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

2025 – November 4

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

Public Supply Advisory Committee – 1 p.m.

2025 – November 4

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

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

2026 – February 18, July 8

Springs Coast Steering Committee – 2 p.m.

2026 – March 4, July 29

Meeting Locations

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

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

Governing Board Meeting
February 24, 2026

1. CONVENE PUBLIC MEETING

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1.2 Invocation and Pledge of Allegiance..... 7

1.3 Employee Recognition 8

1.4 Additions/Deletions to Agenda 9

1.5 Public Input for Issues Not Listed on the Published Agenda..... 10

CONVENE PUBLIC MEETING

February 24, 2026

Call to Order

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

Presenter:

John Mitten, Chair

CONVENE PUBLIC MEETING

February 24, 2026

Invocation and Pledge of Allegiance

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

Presenter:

John Mitten, Chair

CONVENE PUBLIC MEETING

February 24, 2026

Employee Recognition

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

Presenter:

John Mitten, Chair

CONVENE PUBLIC MEETING

February 24, 2026

Additions/Deletions to Agenda

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

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

Staff Recommendation:

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

Presenter:

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

CONVENE PUBLIC MEETING

February 24, 2026

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

John Mitten, Chair

Governing Board Meeting

February 24, 2026

2. CONSENT AGENDA

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

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2.2	Resource Management Committee: FARMS – Oak Ridge Fish Hatchery, Inc. – H842 (Hillsborough County)	12
2.3	Operations, Lands & Resource Monitoring Committee: Amendment to Easement to Tampa Electric Company – Little Manatee River Corridor – SWF Parcel No. 11-058-125XB (Hillsborough County)	15
2.4	Operations, Lands & Resource Monitoring Committee: Amendment to Utility Easement to Tampa Electric Company – Tampa Bypass Canal – SWF Parcel No. 13-001-752X (Hillsborough County)	41
2.5	Operations, Lands & Resource Monitoring Committee: Easement Agreement – ROMP 86 Replacement Well Site – SWF Parcel No. 13-020-160 (Pasco County).....	53
2.6	General Counsel's Report: Approval of Consent Order between Southwest Florida Water Management District and New Florida Ventures Corp. – Water Use Permit and Well Construction Violations – Water Use Permit No.: 20001796.005 (DeSoto County).....	61
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2.10	General Counsel's Report: Approval of Rulemaking to Amend Rule 40D-2.321, Florida Administrative Code, to Promote the Use of Reclaimed Water and Encourage Quantifiable Potable Water Offsets, in Accordance with Section 373.250(9), Florida Statutes	148
2.11	General Counsel's Report: Partial Release of Conservation Easement – Environmental Resource Permit Application No. 925397 – Withlacoochee River Electric Cooperative, Inc. Transmission Line at Pasco Town Center (Pasco County).....	151
2.12	General Counsel's Report: Approval of Settlement Agreement – Southwest Florida Water Management District and Stantec Consulting Services, Inc. – Gully Branch Upland Restoration Project (Hillsborough County).....	161
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CONSENT AGENDA

February 24, 2026

Finance/Outreach & Planning Committee: Approval of the 2026 Consolidated Annual Report

Purpose

To request approval of the District's 2026 Consolidated Annual Report (CAR) for distribution to the required agencies by March 1, 2026.

Background/History

Section 373.036, Florida Statutes (F.S.), requires the water management districts to prepare a "Consolidated Water Management District Annual Report." The CAR includes the following required components:

1. *Minimum Flows and Levels Annual Priority List and Schedule (Department of Environmental Protection (DEP)-approved)*
2. *Minimum Flows and Levels / Water Quality Grade for Projects Report*
3. *Annual Five-Year Capital Improvements Plan*
4. *Alternative Water Supplies Report*
5. *Five-Year Water Resource Development Work Program (DEP-approved)*
6. *Polk Regional Water Cooperative Status Report*
7. *Florida Forever Work Plan*
8. *Mitigation Donation Annual Report*
9. *Strategic Plan 2026-2030 and the 2025 Annual Work Plan Report*

The CAR was presented and discussed at the Board's January 27, 2026 meeting. Since the January presentation, scrivener's errors and minor wording edits were made.

Strategic Plan

As a legislatively mandated component of the CAR, the Strategic Plan outlines the District's four core areas of responsibility, the 12 strategic initiatives, 34 regional priorities and objectives, and 10 core business processes.

Exhibits

None.

Staff Recommendation:

Approve the 2026 Consolidated Annual Report and authorize its transmittal to the required agencies.

Presenter:

MaryMargaret C. Hull, PMP, APR, Senior Planner, Government and Community Affairs Office

CONSENT AGENDA

February 24, 2026

Resource Management Committee: FARMS – Oak Ridge Fish Hatchery, Inc. – H842 (Hillsborough County)

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Oak Ridge Fish Hatchery, Inc., and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$178,360 (74 percent of total project costs). The District Funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$240,361.

Project Proposal

The District received a project proposal from Oak Ridge Fish Hatchery, Inc., for their 48-acre aquaculture nursery property located three miles north of Plant City, in northeast Hillsborough County, within the Dover Plant City Water Use Caution Area (DPCWUCA) and Northern Tampa Bay Water Use Caution Area (NTB). A typical aquaculture nursery uses a flow through system, where water flows into the pond or vat at a constant rate and is discharged as the vat overflows. Oak Ridge Fish Hatchery, Inc. is proposing a more efficient system that will allow the water to be captured, filtered, treated, and recirculated instead of being discharged. This project will involve a water recirculation system, sterilization, filtration, and plumbing to offset permitted Upper Floridan aquifer groundwater used for aquaculture nursery. The recirculation system also includes a heating element that will also reduce groundwater used for cold protection in that portion of the nursery. The Water Use Permit (WUP) authorizes an annual average groundwater withdrawal of 253,600 gallons per day (gpd) and a cold protection quantity of 576,000 gpd. FARMS project components consist of recirculation pumps, mechanical filter system, UV sterilization system, chemical filtration system, aeration system, heating system, water storage, and associated piping.

Benefits/Costs

The proposed project involves water quantity best management practices for aquaculture supplemental water use and alternatives to using groundwater for frost/freeze protection within the proposed DPCWUCA. Therefore, the project qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is expected to offset 15,200 gpd used for supplemental water use and an additional 4,800 gpd of groundwater used for cold protection. Total estimated offset is 20,000 gpd. This offset yields a cost of \$5.29 per thousand gallons of groundwater reduced over the proposed seven-year contract term. This value is within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of improved irrigation techniques for nursery operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$2,792,509 remaining in its FARMS Program budget.

Strategic Plan

This project supports the District's Strategic Plan Water Supply Conservation Strategic Initiative and the Tampa Bay Planning Region – NTB WUCA and DPCWUCA Regional Priorities and Objectives.

Exhibits

Exhibit 1 – Location Map

Staff Recommendation:

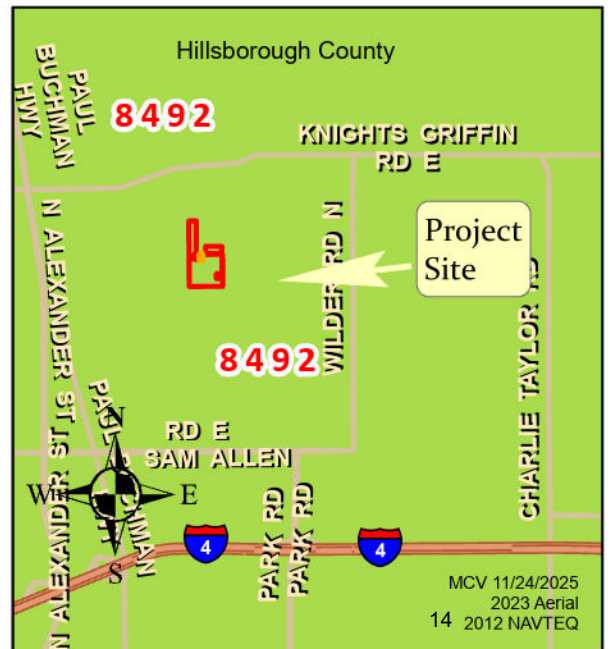
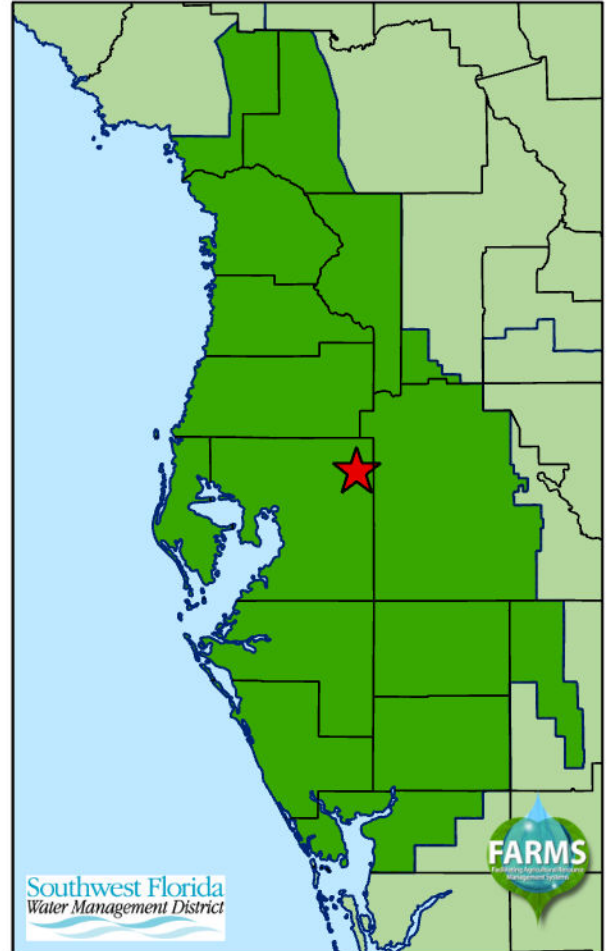
1. Approve the Oak Ridge Fish Hatchery, Inc. project for a not-to-exceed project reimbursement of \$178,360 provided by the Governing Board;
2. Authorize the transfer of \$178,360 from fund 010 H017 Governing Board FARMS Fund to the H842 Oak Ridge Fish Hatchery, Inc. project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

Presenter:

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

Location Map

Oak Ridge Fish Hatchery, Inc FARMS Project H842



Legend

- WUP 8492 Boundary
 - ▲ Proposed Recirculation Pumps
 - Proposed UV and Aeration
 - Proposed Filter Sump
 - Proposed Plumbing
- 0
35
70
Feet
- Proposed locations of project components may change based on site conditions

CONSENT AGENDA

February 24, 2026

Operations, Lands & Resource Monitoring Committee: Amendment to Easement to Tampa Electric Company – Little Manatee River Corridor – SWF Parcel No. 11-058-125XB (Hillsborough County)

Purpose

The purpose of this item is to request Governing Board approval for an Amendment (Amendment) to an existing Utility Easement (Easement) granted to the Tampa Electric Company (TECO) in the Little Manatee River Corridor for the installation of overhead transmission lines, supporting structures, and appurtenances.

Background/History

In April 2000, the District and Hillsborough County (County) jointly acquired the parent parcel, SWF Parcel No. 11-058-116, located in the Little Manatee River Corridor. The District holds the title to the land, while the County manages it. The acquisition was subject to an existing easement granted to TECO for the construction, operation, and maintenance of electric service transmission wires and related structures and appurtenances.

In early 2025, TECO approached the District with a request to amend their existing easement to expand the easement area from 0.71 acres to 2.18 acres, increasing it by approximately 1.47 acres. The proposed easement area is needed for the installation of overhead transmission lines, poles and wires to interconnect a planned solar site to TECO's power grid system as part of their Leonard Lee Road Transmission Line Project. The County does not object to the proposed amendment.

Benefits/Costs

There is no cost to the District other than staff time to process the Amendment request.

Strategic Plan

This Amendment supports the District's Strategic Plan Land Management Core Business Process.

Exhibits

Exhibit 1 – Location Map

Exhibit 2 – Site Map

Exhibit 3 – Existing Easement

Exhibit 4 – Amendment to Easement

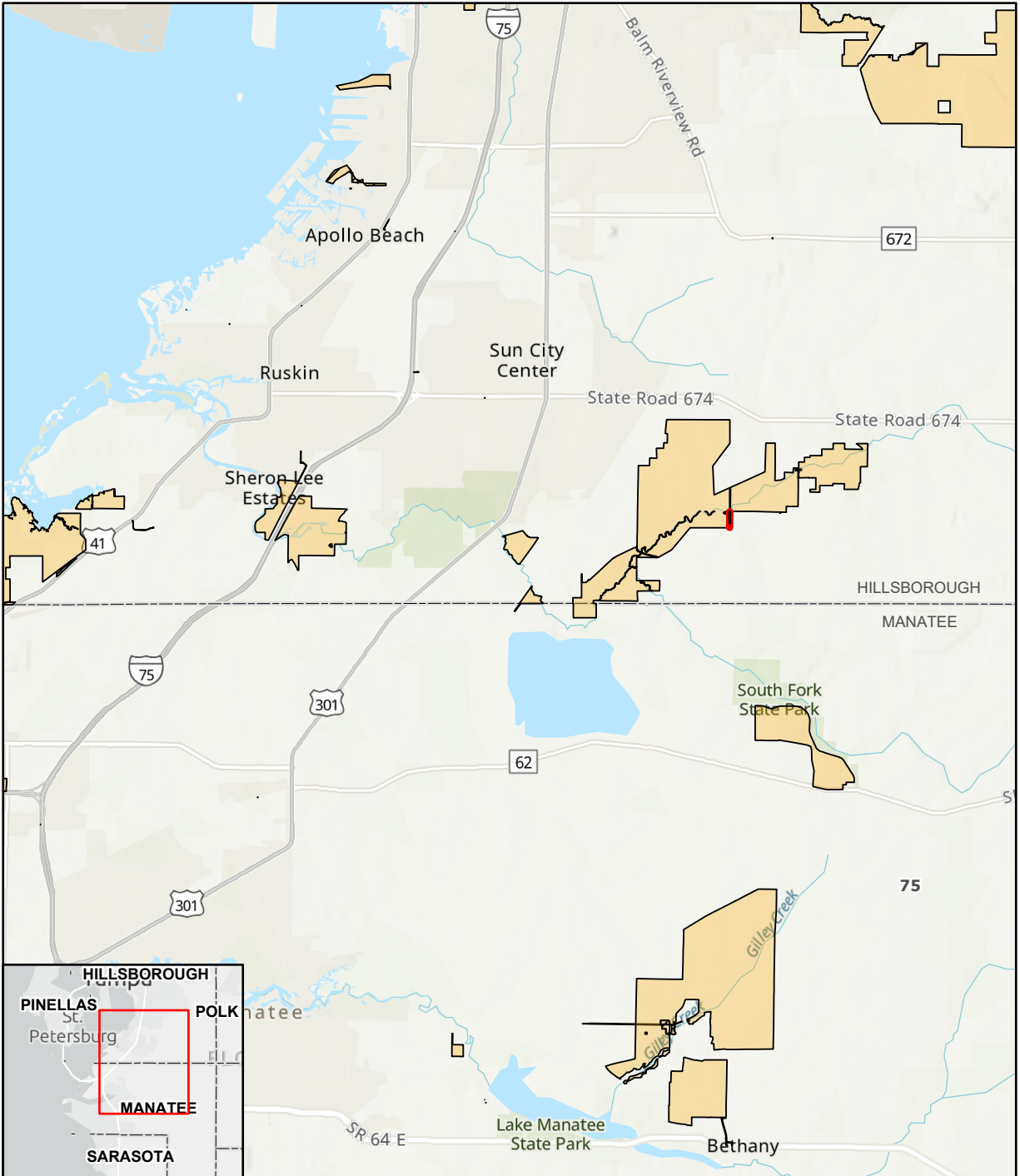
Staff Recommendation:

- Approve the Amendment to 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
Little Manatee River Corridor - SWF Parcel No. 11-058-125XB
Location Map**



Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- Proposed TECO Easement (SWF# 11-058-125XB)
- Existing TECO Easement
- District Owned Lands Fee Simple
- District Owned Land Easements

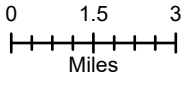
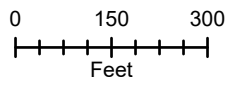


Exhibit 2
Little Manatee River Corridor - SWF Parcel No. 11-058-125XB
Site Map



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, State of Florida, Vantor

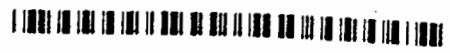
- Proposed TECO Easement (SWF# 11-058-125XB)
- Existing TECO Easement
- District Owned Lands Fee Simple



11-058-116

Exhibit 3

Project Name: Cardanell Farms-
Little Manatee River Corridor/ELAPP-SOR
Project #: 92-095-ELAPP
Sec. 26 &27, Twp. 32S, Rge. 20E
Folio #: 79690.0000
79689.0000



INSTR # 99057392
OR BK 09498 PG 1314
RECORDED 02/26/99 10:16 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK D Ruprecht

*W/c
Permanent with*

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that CARDANELL FARMS, a Florida General Partnership having a mailing address of 101 East Kennedy, Suite 1450, Tampa Florida 33602, herein called Grantor, in consideration of one dollar and other valuable considerations paid to Grantor by TAMPA ELECTRIC COMPANY, a Florida corporation, P. O. Box 111, Tampa, Florida 33601, herein called Grantee, its successors and assigns, a perpetual non-exclusive easement over and the right to enter upon the land (the "Land") in Hillsborough County, Florida, described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, replacing on and removing from said Land, installations described as follows:

Electrical service transmission and distribution wires, poles, guy wires, anchors, telecommunication lines, related supporting structures and necessary appurtenances.

The aforesaid rights and privileges granted shall include the right and privilege to trim and remove any and all trees or shrubs upon said Land, and the Grantee shall also have the right and privilege to trim or remove any and all trees or shrubs upon the Grantor's land immediately adjacent to said Land, wherever the Company may deem it necessary or desirable to do so, for the protection of said installations.

The Grantor shall not use said Land in any manner or for any purpose that will interfere or conflict with the use of the same by the Grantee for the purposes enumerated above or which will endanger any person or property, and in no event shall Grantor construct or install any improvement or structure thereon. Grantor is permitted to maintain fire lanes, trails, and other similar uses within said Land.

The Grantee, at its sole cost and expense, agrees to indemnify, defend, and hold Grantor harmless from any and all losses, costs and expenses, including attorney's fees, caused or alleged to be caused or otherwise arising out of Grantee's negligent operation, maintenance and/or repair of the aforementioned electrical and telecommunication equipment.

The terms "Grantor" and "Grantee" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" of the respective parties hereto, and the masculine, feminine or neuter gender, and the singular or plural, wherever the context so admits or requires.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in due form required by law, this 23rd day of February, 1999.

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:
WITNESS TO EXECUTION
BY GRANTOR:

GRANTOR:

Lynn A. Carter
Signature of First Witness

By: David S Ward Jr
DAVID WARD, JR.
GENERAL PARTNER
CARDANELL FARMS,
A Florida General Partnership
P.O. Box 349
Tampa, FL 33606
Address City State Zip

LYNN A. CARTER
Print or Type Name

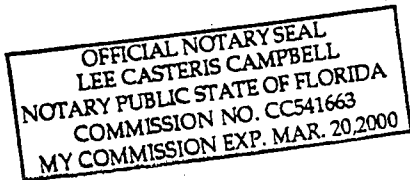
Lee Casteris Campbell
Signature of Second Witness

LEE CASTERIS CAMPBELL
Print or Type Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23 day of February, 1999,
by DAVID ^{E.}WARD, JR., who is personally known to me or who has produced
_____ as identification.

Witness my hand and official seal the date aforesaid.



Lee Casteris Campbell
Notary Public, State of Florida at Large

Notary: Print or Type Name
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

The following are the legal descriptions for TECO Easements A, B, C, D, E, F, G, H, I and J. Sketches are provided for illustrative purposes only. In the event of a discrepancy, the written legal will take precedence.

TECO Easement "A"

A Parcel of land lying in the Northwest Quarter of Section 27, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Southwest corner of said Northwest Quarter of Section 27, thence S. 88°57'27" E., a distance of 30.17 feet to the East maintained right of way line of County Road 579; thence N. 01°02'33" E. along said maintained right of way line, a distance of 1317.00 feet to the POINT of BEGINNING, thence S. 88°57'27" E. departing said maintained right of way line, a distance of 20.00 feet, thence N. 01°02'33" E. parallel with said maintained right of way line, a distance of 12.00 feet; thence N. 88°57'27" W, a distance of 20.00 feet to a point on said maintained right of way line; thence S. 01°02'33" W. along said maintained right of way line, a distance of 12.00 feet to the POINT of BEGINNING.

Containing 240.00 Square Feet More or Less.

AND

TECO Easement "B"

Description:

A Parcel of land lying in the Northwest Quarter of Section 27, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Southwest corner of said Northwest Quarter of Section 27, thence S. 88°57'27" E., a distance of 30.17 feet to the East maintained right of way line of County Road 579; thence N. 01°02'33" E. along said maintained right of way line, a distance of 865.00 feet to the POINT of BEGINNING, thence S. 88°57'27" E. departing said maintained right of way line, a distance of 12.00 feet, thence N. 01°02'33" E. parallel with said maintained right of way line, a distance of 12.00 feet; thence N. 88°57'27" W, a distance of 12.00 feet to a point on said maintained right of way line; thence S. 01°02'33" W. along said maintained right of way line, a distance of 12.00 feet to the POINT of BEGINNING.

Containing 144.00 Square Feet More or Less.

AND

TECO Easement "C"

Description:

A Parcel of land lying in the Northwest Quarter of Section 27, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Southwest corner of said Northwest Quarter of Section 27, thence S. $88^{\circ}57'27''$ E., a distance of 30.17 feet to the East maintained right of way line of County Road 579; thence N. $01^{\circ}02'33''$ E. along said maintained right of way line, a distance of 93.00 feet to the POINT of BEGINNING, thence S. $88^{\circ}57'27''$ E. departing said maintained right of way line, a distance of 22.00 feet, thence N. $01^{\circ}02'33''$ E. parallel with said maintained right of way line, a distance of 12.00 feet; thence N. $88^{\circ}57'27''$ W, a distance of 22.00 feet to a point on said maintained right of way line; thence S. $01^{\circ}02'33''$ W. along said maintained right of way line, a distance of 12.00 feet to the POINT of BEGINNING.

Containing 264.00 Square Feet More or Less.

AND

TECO Easement "D"

Description:

A Parcel of land lying in the Southwest Quarter of Section 27, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter of Section 27, thence N. $88^{\circ}51'01''$ W. along the South boundary of the said Southwest Quarter, a distance of 367.66 feet to a point on a non-tangent curve concave to the Southwest having a radius of 676.16 feet, a chord bearing of N $68^{\circ}01'57''$ W., a chord distance of 208.97 feet being the Westerly right of way line of County Road 579 as described in Deed Book 1759, page 534 of the public records of Hillsborough County, Florida, (said point being on Station 74+59.05 per said deed); thence along said curve Northwesterly, an arc distance of 209.81 feet; thence N. $76^{\circ}55'18''$ W. along said Westerly right of way, a distance of 885.67 feet to the beginning of a curve concave to the Northeast, having a radius of 2904.65 feet; thence Northwesterly along said curve, continuing along said right of way, through a central angle of $10^{\circ}39'00''$, an arc distance of 539.91 feet; thence N. $66^{\circ}14'22''$ W. along said right of way, a distance of 587.55 feet to the beginning of a curve, concave to the Northeast, having a radius 448.91 feet; thence Northwesterly continuing along said right of way through a central angle of $18^{\circ}14'53''$, an arc distance of 143.00 feet to the POINT of BEGINNING; thence S. $41^{\circ}58'35''$ W. on a radial line, departing said right of way, a distance of 12.00 feet; thence N. $47^{\circ}15'29''$ W., a distance of 12.32

feet; thence N. 43°30'27" E on a radial line, a distance of 12.00 feet to a point on a non-tangent curve, concave to the Northeast, having a radius of 448.91 feet, a chord bearing of S.47°15'29" E., a chord distance of 12.00 feet being said right of way line; thence Southeasterly along said curve, an arc distance of 12.00 feet to the POINT of BEGINNING.

Containing 145.53 Square Feet More or Less.

AND

TECO Easement "E"

Description:

A Parcel of land lying in the Southwest Quarter of Section 27, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter of Section 27, thence N.88°51'01" W. along the South boundary of the said Southwest Quarter, a distance of 367.66 feet to a point on a non-tangent curve concave to the Southwest having a radius of 676.16 feet, a chord bearing of N 68°01'57" W., a chord distance of 208.97 feet being the Westerly right of way line of County Road 579 as described in Deed Book 1759, page 534 of the public records of Hillsborough County, Florida, (said point being on Station 74+59.05 per said deed); thence along said curve Northwesterly, an arc distance of 209.81 feet; thence N. 76°55'18" W. along said Westerly right of way, a distance of 885.67 feet to the beginning of a curve concave to the Northeast, having a radius of 2904.65 feet; thence Northwesterly along said curve, continuing along said right of way, through a central angle of 10°39'00", an arc distance of 539.91 feet; thence N. 66°14'22" W. along said right of way, a distance of 449.00 feet to the POINT of BEGINNING; thence S. 23°45'38" W. departing said right of way, a distance of 19.00 feet; thence N. 66°14'22" W., a distance of 11.00 feet; thence N. 23°45'38" E., a distance of 19.00 feet to said right of way line; thence S. 66°14'22" E. along said right of way, a distance of 11.00 feet to the POINT of BEGINNING.

Containing 209.00 Square Feet More or Less.

AND

TECO Easement "F"

Description:

A Parcel of land lying in the Southwest Quarter of Section 27, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter of Section 27, thence N.88°51'01" W. along the South boundary of the said Southwest Quarter, a distance of 367.66 feet to a point on a non-tangent curve concave to the Southwest having a radius of 676.16 feet, a chord bearing of N 68°01'57" W., a chord distance of 208.97 feet being the Westerly right of way line of County Road 579 as described in Deed Book 1759, page 534 of the public records of Hillsborough County, Florida, (said point being on Station 74+59.05 per said deed); thence along said curve Northwesterly, an arc distance of 209.81 feet; thence N. 76°55'18" W. along said Westerly right of way, a distance

of 885.67 feet to the beginning of a curve concave to the Northeast, having a radius of 2904.65 feet; thence Northwesterly along said curve, continuing along said right of way, through a central angle of $7^{\circ}35'40''$, an arc distance of 385.01 feet to the POINT of BEGINNING; thence S. $20^{\circ}40'21''$ W., on a radial line, departing said right of way, a distance of 18.00 feet; thence N. $69^{\circ}10'46''$ W., a distance of 15.09 feet; thence N. $20^{\circ}58'07''$ E., on a radial line, a distance of 18.00 feet to a point on a non-tangent curve, concave to the Northeast, having a radius of 2904.65 feet, a chord bearing of S. $69^{\circ}10'46''$ E., a chord distance of 15.00 feet being the said right of way line; thence Southeasterly along said curve, an arc distance of 15.00 feet to the POINT of BEGINNING

Containing 270.60 Square Feet More or Less.

AND

TECO Easement "G"

Description:

A Parcel of land lying in the Southwest Quarter of Section 27, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter of Section 27, thence N. $88^{\circ}51'01''$ W. along the South boundary of the said Southwest Quarter, a distance of 367.66 feet to a point on a non-tangent curve concave to the Southwest having a radius of 676.16 feet, a chord bearing of N. $68^{\circ}01'57''$ W., a chord distance of 208.97 feet being the Westerly right of way line of County Road 579 as described in Deed Book 1759, page 534 of the public records of Hillsborough County, Florida, (said point being on Station 74+59.05 per said deed); thence along said curve Northwesterly, an arc distance of 209.81 feet; thence N. $76^{\circ}55'18''$ W. along said Westerly right of way, a distance of 885.67 feet to the beginning of a curve concave to the Northeast, having a radius of 2904.65 feet; thence Northwesterly along said curve, continuing along said right of way, through a central angle of $02^{\circ}16'06''$, an arc distance of 115.00 feet to the POINT of BEGINNING; thence S. $15^{\circ}20'48''$ W., on a radial line, departing said right of way, a distance of 18.00 feet; thence N. $74^{\circ}32'23''$ W., a distance of 11.57 feet; thence N. $15^{\circ}34'25''$ E., on a radial line, a distance of 18.00 feet to a point on a non-tangent curve, concave to the Northeast, having a radius of 2904.65 feet, a chord bearing of S. $74^{\circ}32'23''$ E., a chord distance of 11.50 feet being the said right of way line; thence Southeasterly along said curve, an arc distance of 11.51 feet to the POINT of BEGINNING

Containing 207.60 Square Feet More or Less.

AND

TECO Easement "H"

Description:

A Parcel of land lying in the Southwest Quarter of Section 27, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter of Section 27, thence N.88°51'01" W. along the South boundary of said Southwest Quarter, a distance of 226.44 feet to a point on a non-tangent curve concave to the Southwest having a radius of 756.16 feet, a chord bearing of N. 61°24'05" W., a chord distance of 303.92 feet being the Easterly right of way line of County Road 579 as described in Deed Book 1759, page 534 of the public records of Hillsborough County, Florida, (said point being on Station 74+59.05 per said deed); thence along said curve Northwesterly, an arc distance of 306.00 feet to the POINT of BEGINNING; thence N. 17°00'20" E. on a radial line departing said Easterly right of way, a distance of 13.00 feet; thence N. 73°22'24" W., a distance of 10.17 feet; thence S 16°14'52" W. on a radial line, a distance of 13.00 feet to a point on a non-tangent curve concave to the Southwest, having a radius of 756.16 feet, a chord bearing of S.73°22'24" E., a chord distance of 10.00 feet being said Easterly right of way line; thence Southeasterly along said curve, an arc distance of 10.00 feet to the POINT of BEGINNING.

Containing 131.22 Square Feet More or Less.

AND

TECO Easement "I"

Description:

A Parcel of land lying in the Southwest Quarter of Section 27, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter of Section 27, thence N.88°51'01" W. along the South boundary of the said Southwest Quarter, a distance of 226.44 feet to a point on a non-tangent curve concave to the Southwest having a radius of 756.16 feet, a chord bearing of N. 52°27'37" W., a chord distance of 69.98 feet being the Easterly right of way line of County Road 579 as described in Deed Book 1759, page 534 of the public records of Hillsborough County, Florida, (said point being on Station 74+59.05 per said deed); thence along said curve Northwesterly, an arc distance of 70.00 feet to the POINT of BEGINNING; thence N. 34°53'16" E. on a radial line departing said Easterly right of way, a distance of 15.00 feet; thence N. 55°29'28" W., a distance of 10.20 feet; thence on a radial line S 34°07'48" W., a distance of 15.00 feet to a point on a non-tangent curve concave to the Southwest having a radius of 756.16 feet, a chord bearing of S. 55°29'28" E., a chord distance of 10.00 feet being on said Easterly right of way line; thence Southeasterly along said curve, an arc distance of 10.00 feet to the POINT of BEGINNING.

Containing 151.59 Square Feet More or Less.

AND

TECO Easement "J"

Description:

A Parcel of land lying in the Northeast Quarter of Section 26, Township 32 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Northeast Quarter of said Section 26, thence S 89°54'36" W along the North boundary of Northeast Quarter of said Section 26, a distance of 30.00 feet to a POINT of BEGINNING; thence S 00°22'17" W along the West maintained right of way line for Leonard Lee Road, parallel with the East boundary of Northeast Quarter of said Section 26, a distance of 261.00 feet; thence S 00°07'20" W departing said right of way line, a distance of 118.04 feet; thence N 28°02'24" E, a distance of 63.50 feet to the East boundary of the Northeast Quarter of said Section 26; thence S 00°22'17" W along said East boundary, a distance of 43.07 feet; thence S 28°02' 24" W departing said East boundary, a distance of 63.26 feet; thence S 00°59'54" W, a distance of 314.68 feet; thence N 72°16'25" E to said East boundary, a distance of 34.53 feet; thence S 00°22'17" W along said East boundary, a distance of 21.04 feet; thence S 72°16'25" W departing said East boundary, a distance of 34.39 feet; thence S 01°50'29" E, a distance of 15.36 feet; thence S 01°50'20" E, a distance of 290.04 feet; thence S 02°03'46" E, a distance of 278.99 feet; thence N 84°36'04" E, a distance of 9.25 feet to said East boundary; thence S 00°22'17" W along said East boundary, a distance of 20.10 feet; thence S 84°36'04" W departing said East boundary, a distance of 8.40 feet; thence the following five courses:

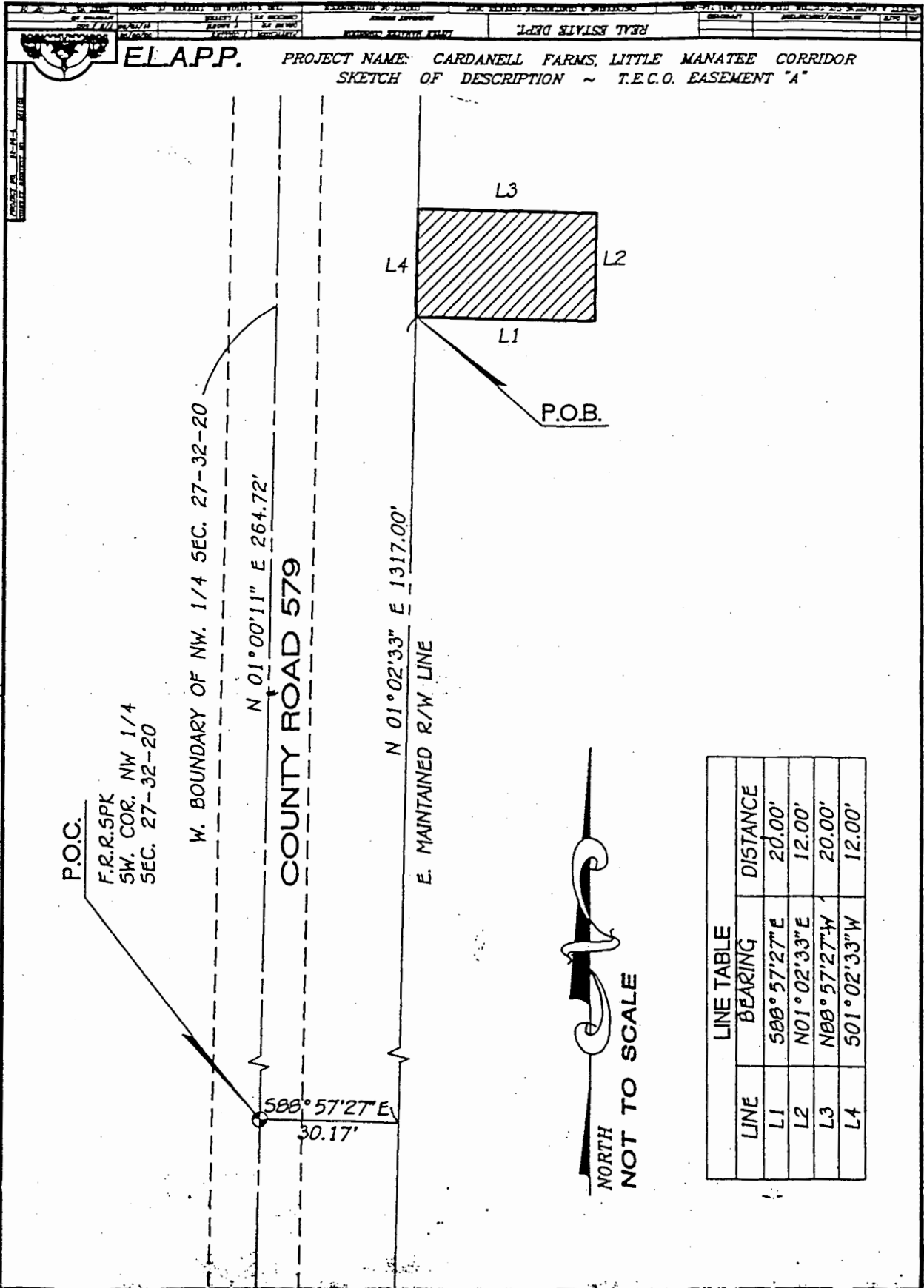
- 1.) S 02°03'46" E 31.74 feet
- 2.) N 89°38'05" W 14.19 feet
- 3.) N 48°24'24" W 31.86 feet
- 4.) N 40°57'16" E 25.26 feet
- 5.) N 02°03'46" W 289.70 feet

thence N 01°50'20" W, a distance of 290.03 feet to a point on a non-tangent curve, concave to the East having a radius of 25.00 feet, a chord bearing N 00°25'16" W, a chord distance of 46.31 feet; thence Northerly along said curve, an arc distance of 59.20 feet; thence N 00°59'54" E, a distance of 310.53 feet; thence N 00°07'21" E, a distance of 155.88 feet; thence N 00°22'17" E parallel with the East boundary of Northeast Quarter of said Section 26, a distance of 260.60 feet to the North boundary of Northeast Quarter of said Section 26; thence N 89°54'36" E along said North boundary, a distance of 20.00 feet to the POINT of BEGINNING.

Containing 0.71 Acres More or Less.

END OF LEGAL DESCRIPTION

T.E.C.O. EASEMENT "A"

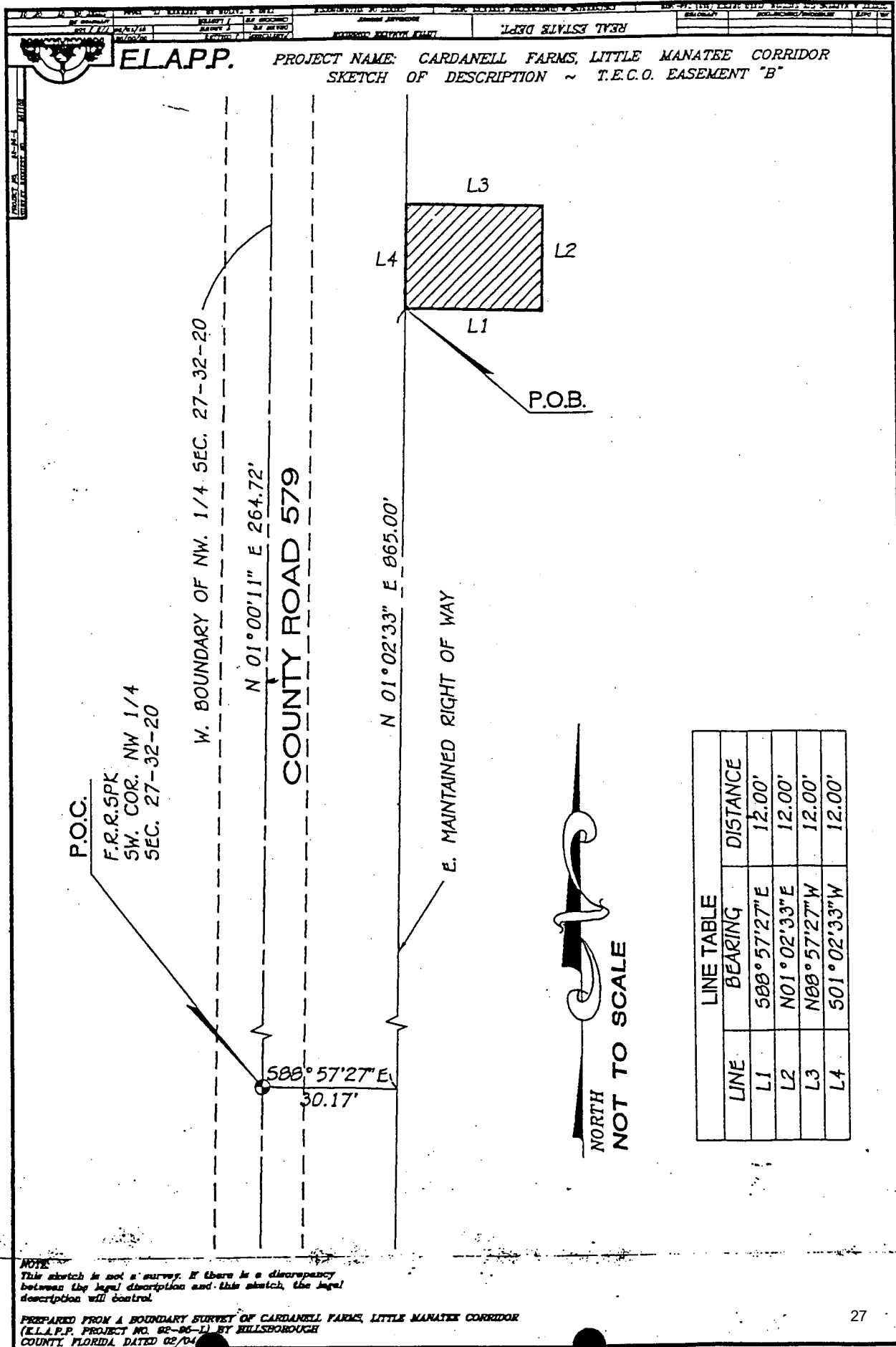


NOTE:
 This sketch is not a survey. If there is a discrepancy between the legal description and this sketch, the legal description will control.

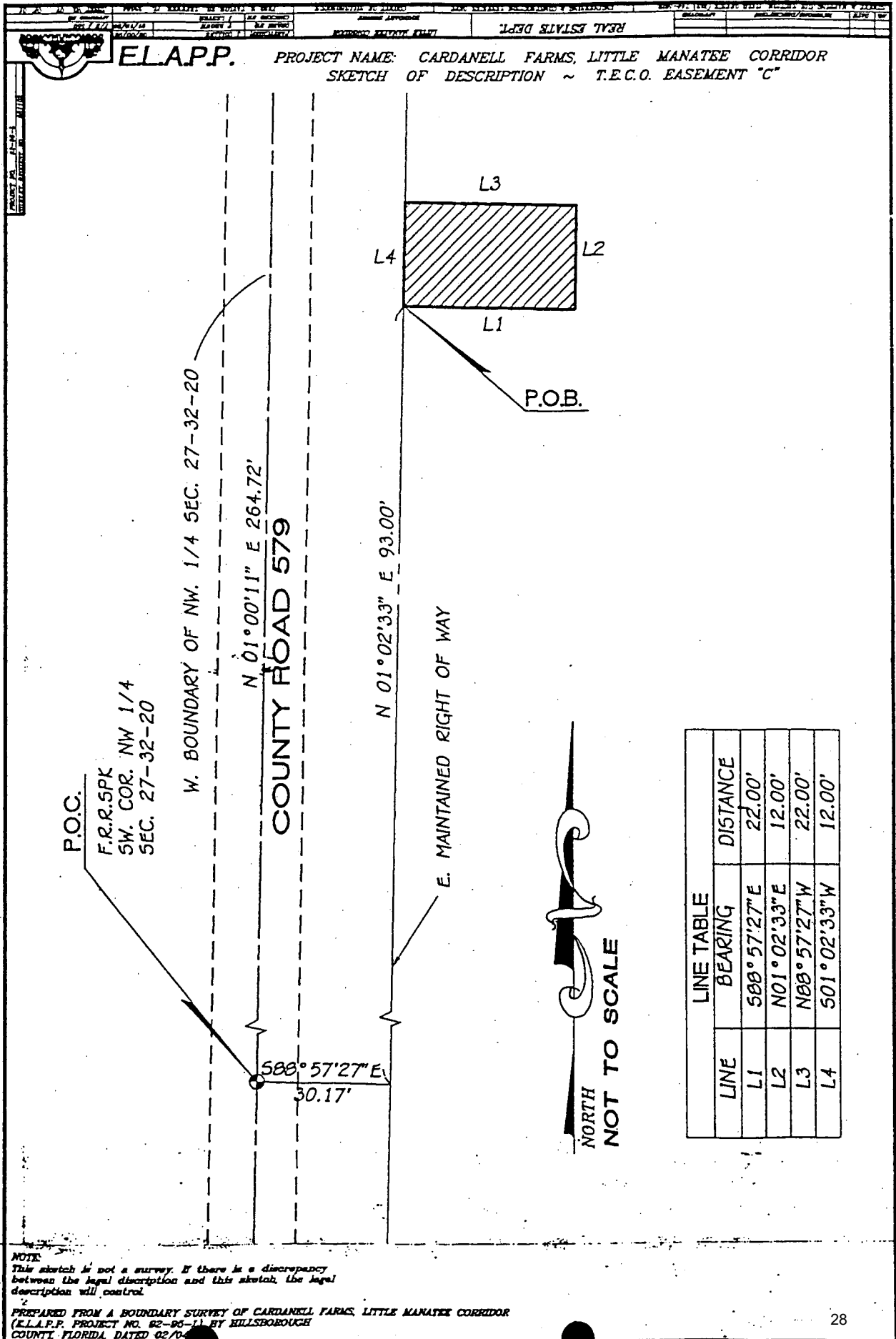
PREPARED FROM A BOUNDARY SURVEY OF CARDANELL FARMS, LITTLE MANATEE CORRIDOR
 (K.L.A.P.P. PROJECT NO. 62-96) BY HILLSBOROUGH COUNTY, FLORIDA, DATED 02/05/00

T.E.C.O. EASEMENT "B"

OR BK 09498 PG 1323



T.E.C.O. EASEMENT "C"

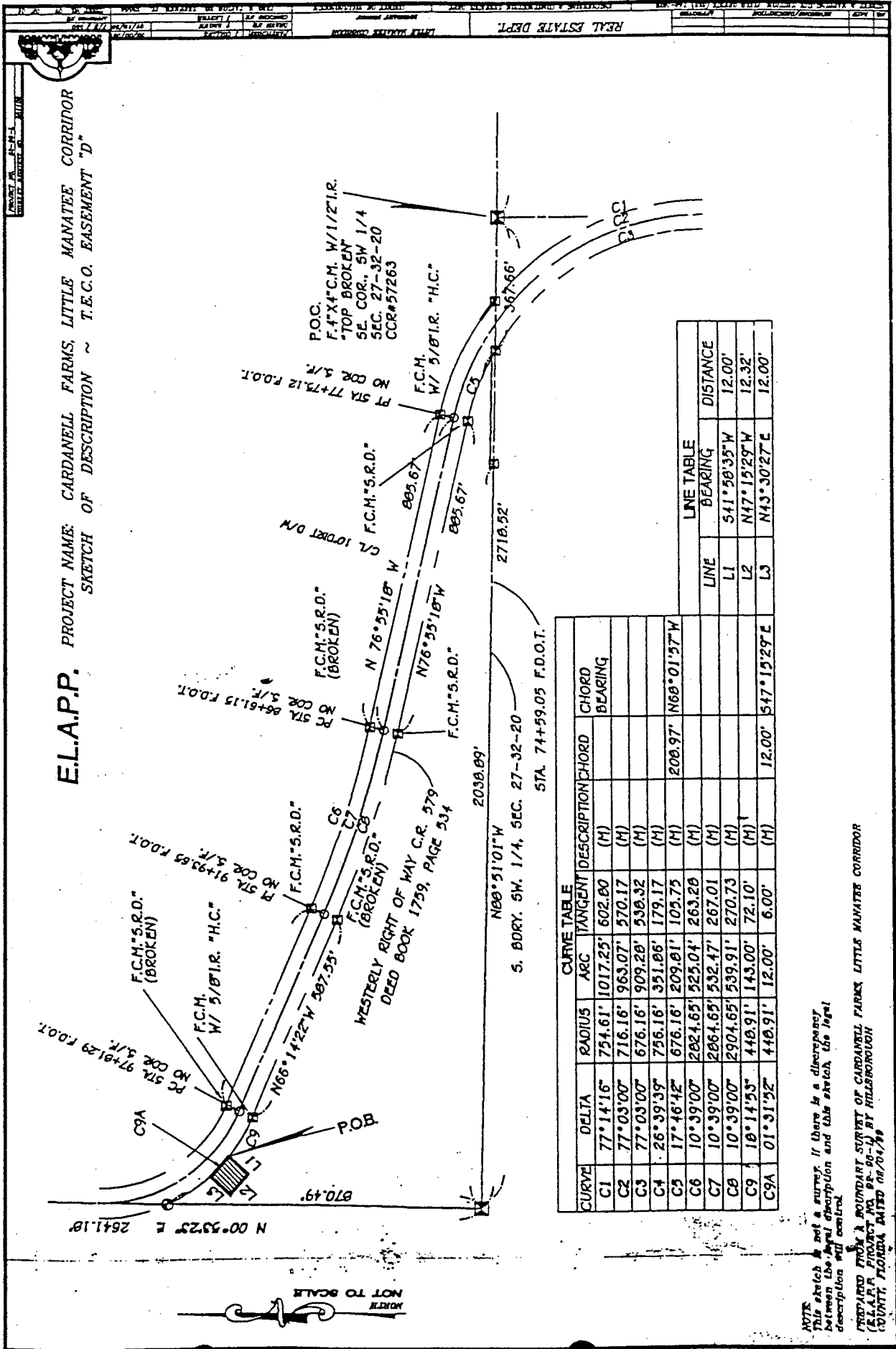


NOTE:
 This sketch is not a survey. If there is a discrepancy between the legal description and this sketch, the legal description will control.

PREPARED FROM A BOUNDARY SURVEY OF CARDANELL FARMS, LITTLE MANATEE CORRIDOR
 (E.L.A.P.F. PROJECT NO. 82-95-1) BY HILLSBOROUGH COUNTY, FLORIDA, DATED 02/01/02

T.E.C.O. EASEMENT "D"

OR BK 09498 PG 1325

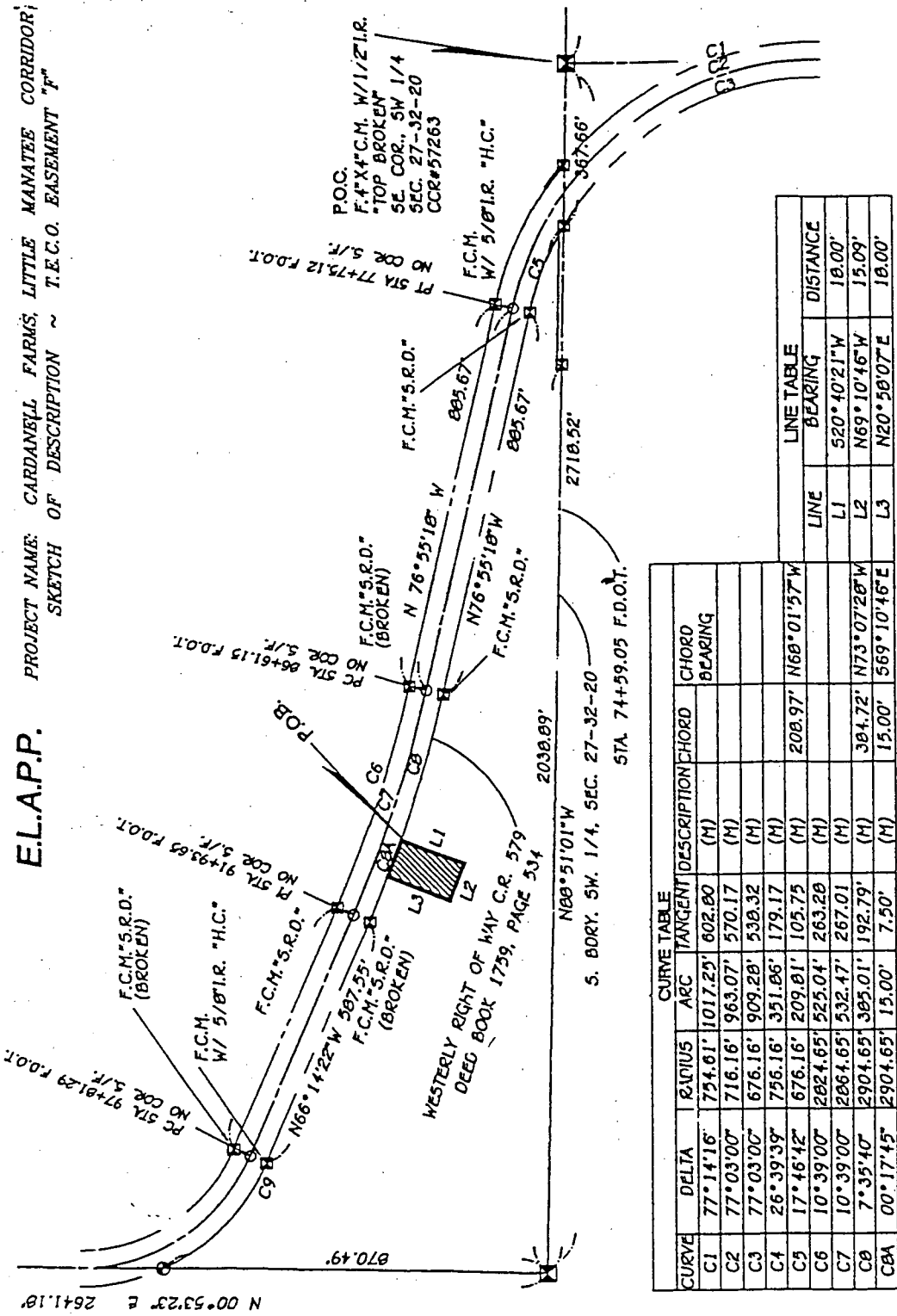


T.E.C.O. EASEMENT "F"

OR BK 09498 PG 1327

PROJECT NAME: CARDANELL FARMS, LITTLE MANATEE CORRIDOR;
 SKETCH OF DESCRIPTION ~ T.E.C.O. EASEMENT "F"

E.L.A.P.P.



CURVE	DELTA	RADIUS	ARC	TANGENT	DESCRIPTION	CHORD	CHORD BEARING
C1	77° 14' 16"	754.61'	1017.25'	602.80'	(M)		
C2	77° 03' 00"	716.16'	963.07'	570.17'	(M)		
C3	77° 03' 00"	676.16'	909.28'	530.32'	(M)		
C4	26° 39' 39"	756.16'	351.86'	179.17'	(M)		
C5	17° 46' 42"	676.16'	209.81'	105.75'	(M)	208.97'	N68° 01' 57" W
C6	10° 39' 00"	284.65'	525.04'	263.28'	(M)		
C7	10° 39' 00"	284.65'	532.47'	267.01'	(M)		
C8	7° 35' 40"	2904.65'	305.01'	192.79'	(M)	384.72'	N73° 07' 28" W
C8A	00° 17' 45"	2904.65'	15.00'	7.50'	(M)	15.00'	S69° 10' 46" E

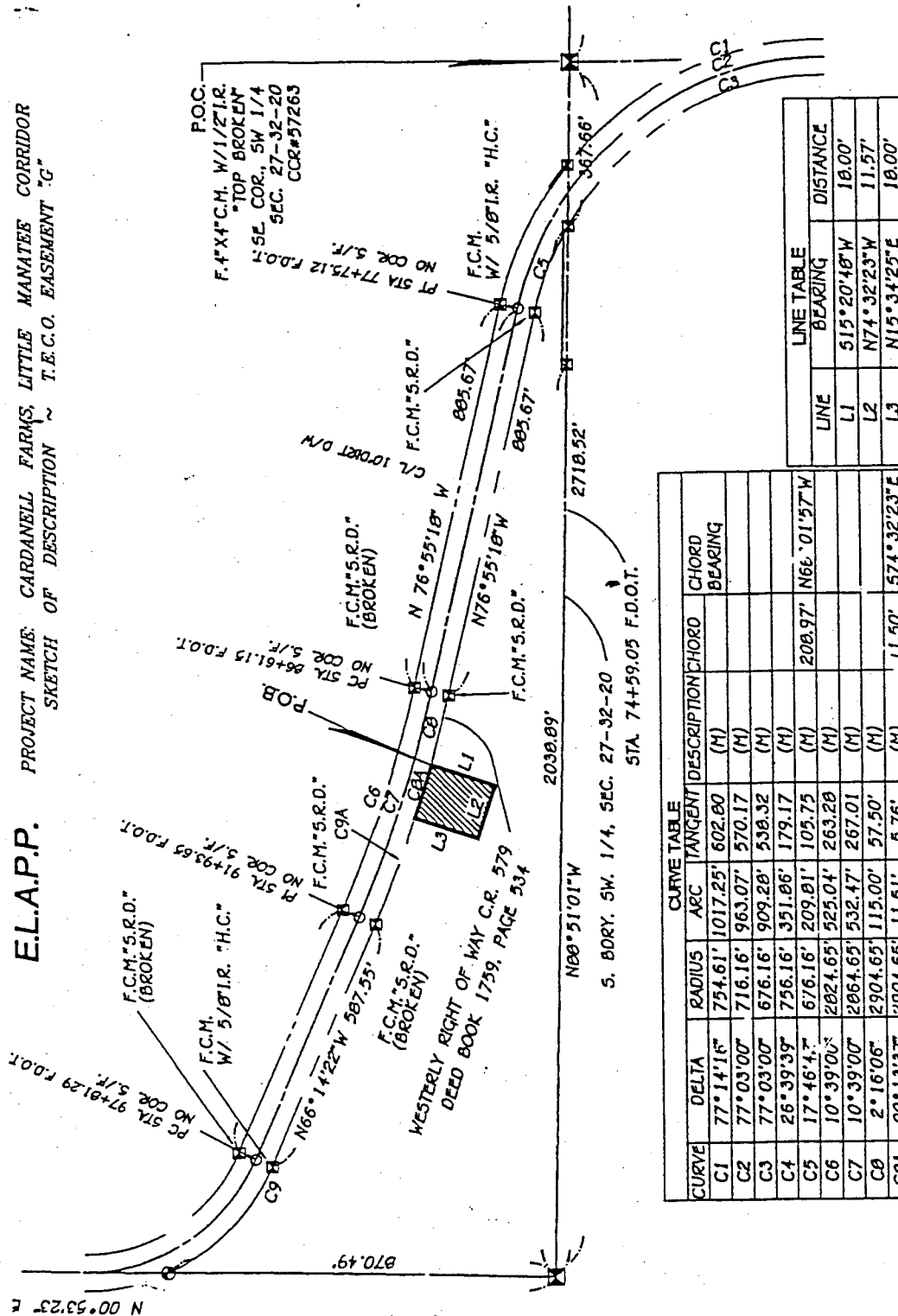
LINE	BEARING	DISTANCE
L1	S20° 40' 21" W	18.00'
L2	N69° 10' 46" W	15.09'
L3	N20° 50' 07" E	18.00'

NOTE: This sketch is not a survey. If there is a discrepancy between the legal description and this sketch, the legal description will control.
 PREPARED FROM A BOUNDARY SURVEY OF CARDANELL FARMS, LITTLE MANATEE CORRIDOR (E.L.A.P.P. PROJECT NO. 82-85-1) BY HILLSBOROUGH COUNTY, FLORIDA DATED 02/04/89

T.E.C.O. EASEMENT "G"

OR BK 09498 PG 1328

E.L.A.P.P. PROJECT NAME: CARDANELL FARMS, LITTLE MANATEE CORRIDOR
 SKETCH OF DESCRIPTION ~ T.E.C.O. EASEMENT "G"



CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	77°14'16"	754.61'	1017.25'
C2	77°03'00"	716.16'	963.07'
C3	77°03'00"	676.16'	909.28'
C4	26°39'39"	756.16'	351.06'
C5	17°46'47"	676.16'	209.01'
C6	10°39'00"	2024.65'	525.04'
C7	10°39'00"	2064.65'	532.47'
C8	2°16'06"	2904.65'	115.00'
C9A	00°13'37"	2904.65'	11.51'

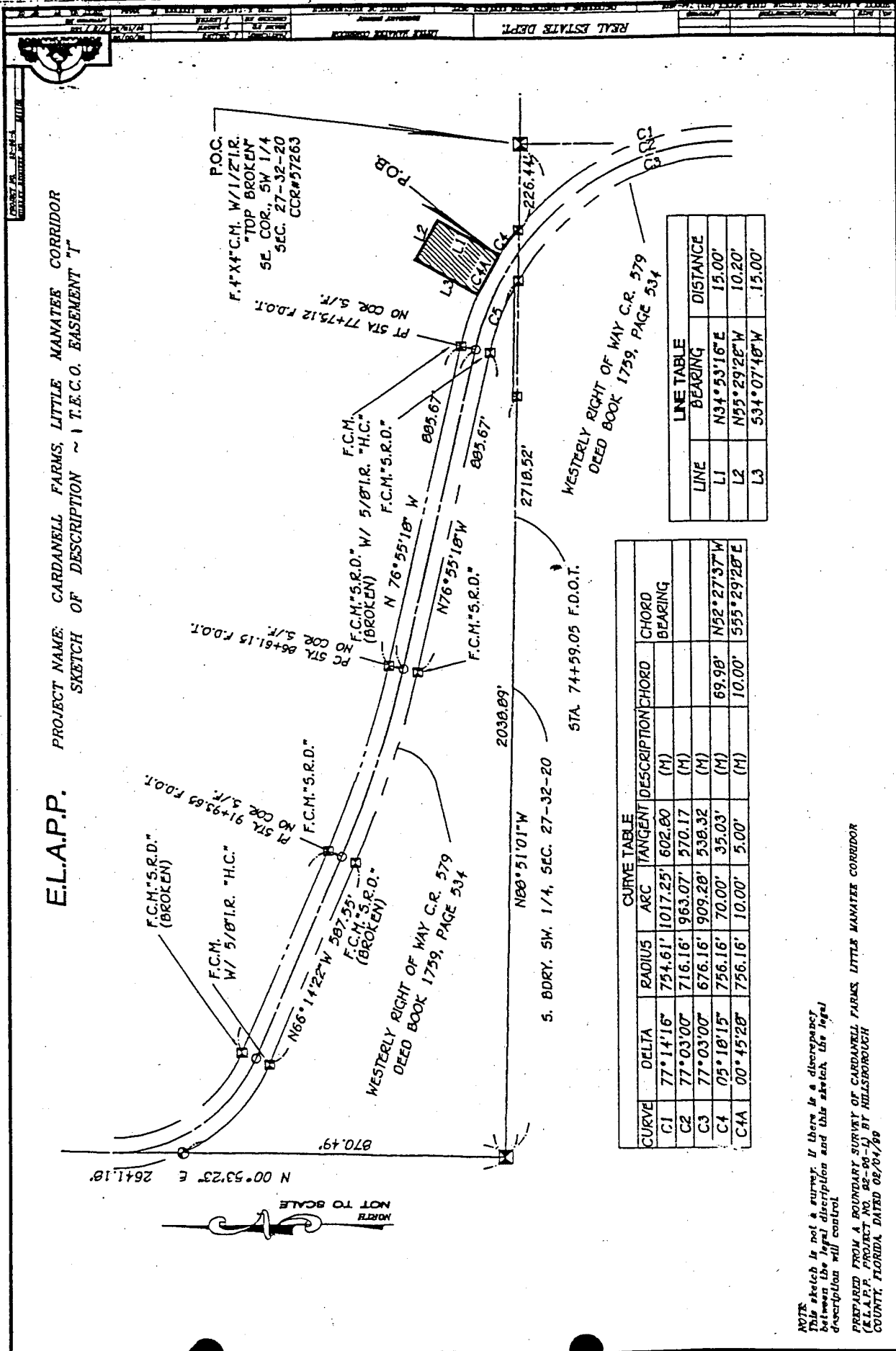
CHORD TABLE		
CURVE	CHORD	BEARING
C1	602.80'	(M)
C2	570.17'	(M)
C3	538.32'	(M)
C4	179.17'	(M)
C5	105.75'	(M)
C6	263.20'	(M)
C7	267.01'	(M)
C8	57.50'	(M)
C9A	5.76'	(M)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S15°20'48"W	18.00'
L2	N74°32'23"W	11.57'
L3	N15°34'25"E	18.00'

NOTE: This sketch is not a survey. If there is a discrepancy between the legal description and this sketch, the legal description will control.
 PREPARED FROM A BOUNDARY SURVEY OF CARDANELL FARMS, LITTLE MANATEE CORRIDOR (E.L.A.P.P. PROJECT NO. 02-05-1) BY HILLSBOROUGH COUNTY, FLORIDA, DATED 02/04/99

T.E.C.O. EASEMENT "I"

OR BK 09498 PG 1330



EL.A.P.P. PROJECT NAME: CARDANELL FARMS, LITTLE MANATEE CORRIDOR
 SKETCH OF DESCRIPTION ~ T.E.C.O. EASEMENT "I"

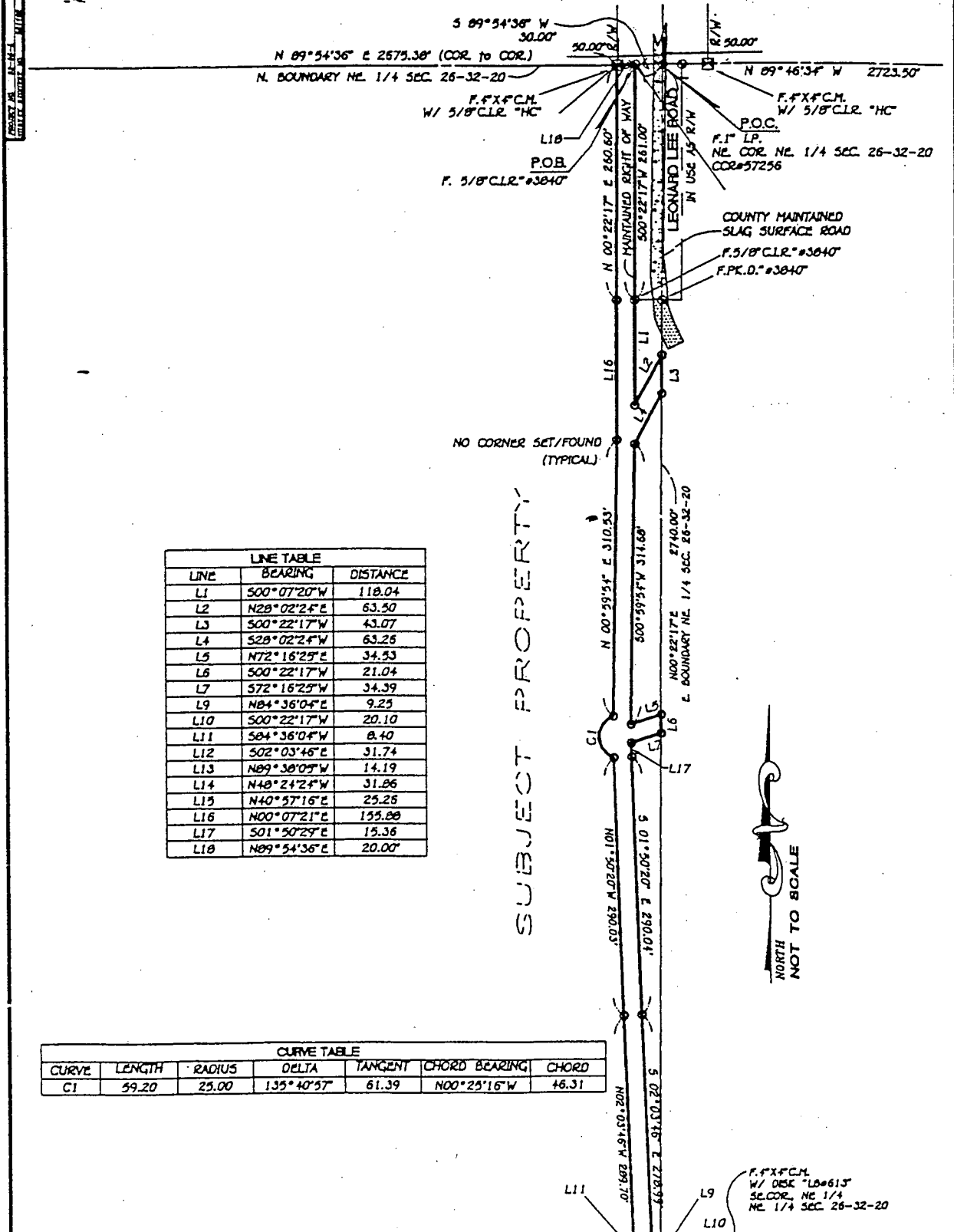
LINE	BEARING	DISTANCE
L1	N34°53'16"E	15.00'
L2	N55°29'28"W	10.20'
L3	S34°07'48"W	15.00'

CURVE	DELTA	RADIUS	ARC	TANGENT	DESCRIPTION	CHORD	CHORD BEARING
C1	77°14'16"	754.61'	1017.23'	602.80'	(M)		
C2	77°03'00"	716.16'	953.07'	570.17'	(M)		
C3	77°03'00"	676.16'	909.20'	538.32'	(M)		
C4	09°18'15"	756.16'	70.00'	35.03'	(M)	69.90'	N52°27'37"W
C4A	00°45'28"	756.16'	10.00'	5.00'	(M)	10.00'	S55°29'28"E

NOTE: This sketch is not a survey. If there is a discrepancy between the legal description and this sketch the legal description will control.
 PREPARED FROM A BOUNDARY SURVEY OF CARDANELL FARMS, LITTLE MANATEE CORRIDOR (EL.A.P.P. PROJECT NO. 52-96-1) BY HILLSBOROUGH COUNTY, FLORIDA, DATED 02/04/99

PROJECT NO.	DATE	BY	CHECKED	APPROVED

ELAPP. PROJECT NAME: CARDANELL FARMS, LITTLE MANATEE CORRIDOR
 SKETCH OF DESCRIPTION ~ T.E.C.O. EASEMENT "J"



LINE	BEARING	DISTANCE
L1	S00°07'20"W	118.04
L2	N28°02'24"E	63.50
L3	S00°22'17"W	43.07
L4	S28°02'24"W	63.25
L5	N72°16'25"E	34.53
L6	S00°22'17"W	21.04
L7	S72°16'25"W	34.39
L9	N84°36'04"E	9.23
L10	S00°22'17"W	20.10
L11	S84°36'04"W	8.40
L12	S02°03'46"E	31.74
L13	N89°30'05"W	14.19
L14	N48°24'24"W	31.86
L15	N40°57'16"E	25.25
L16	N00°07'21"E	155.88
L17	S01°50'29"E	15.36
L18	N89°54'36"E	20.00

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
CI	59.20	25.00	135°40'57"	61.39	N00°25'16"W	46.31

NOTE:
 This sketch is not a survey. If there is a discrepancy between the legal description and this sketch, the legal description will control.

Exhibit 4

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

AMENDMENT TO EASEMENT

This Amendment to Easement, agreed to this _____ day of _____, 2026, by the Southwest Florida Water Management District, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (“Grantor”), and Tampa Electric Company, a Florida corporation, having a mailing address of Post Office Box 111, Tampa, Florida 33601 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Hillsborough County, Florida, more particularly described in the deed recorded in the Public Records of Hillsborough County, Florida, at Official Records Instrument Number 2000104304 (Property); and

WHEREAS, Grantee was granted an easement (TECO Easement) over a portion of the Property on February 23rd, 1999, as recorded in the Public Records of Hillsborough County, Florida, at Official Records Instrument Number 99057392; and

WHEREAS, the Easement provided the Grantee, its agents, successors and assigns a perpetual easement for the purposes of ingress and egress for placing, constructing, operating, maintaining, replacing on and removing from said land, installations of electrical service transmission and distribution wires, poles, guy wires, anchors, telecommunication lines, related supporting structures and necessary appurtenances; and

WHEREAS, the Grantor and Grantee desire to amend the legal description of the Easement (Amendment).

NOW THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor and Grantee hereby amend the Easement to wit:

The legal description of the Property set forth in Exhibit "A", attached hereto and incorporated herein by this reference, replaces in its entirety the legal description set forth on page six (6) of TECO Easement and defined as TECO Easement "J" .

The covenants, terms and conditions of this Amendment shall be binding upon and inure to the benefit of the Grantor and Grantee, their personal representatives, heirs, successors, and assigns and continue as a servitude running in perpetuity with the Property.

Except as expressly modified in this Amendment, the Easement recorded in the Official Records of Hillsborough County, Florida at Official Records Instrument Number 99057392 shall continue in full force and effect according to its terms and conditions, and the Grantor and Grantee hereby ratify and affirm their respective rights and obligations under the Easement.

[signature pages follow]

IN WITNESS WHEREOF, Grantor 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.

Witnesses:

GRANTOR:

Southwest Florida Water Management District

Signature of First Witness

By: _____
John R. Mitten, Chair

Printed Name

2379 Broad Street
Brooksville, Florida 33604-6899

Address

ATTEST:

Signature of Second Witness

By: _____
Ashley Bell Barnett, Secretary

Printed Name

2379 Broad Street
Brooksville, Florida 33604-6899

Address

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2026, by John R. Mitten, Governing Board Chair, who is personally known to me or produced _____ as identification.

Notary Public

(Notary Seal)

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

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name the day and year aforesaid.

Witnesses:

GRANTEE:

Tampa Electric Company

Signature of First Witness

By: _____
Name:
Title:

Printed Name

Address

Signature of Second Witness

Printed Name

Address

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2026, by _____, who is personally known to me or produced _____ as identification.

Notary Public

(Notary Seal)

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

Exhibit "A"

The East 50 feet of a parcel of land recorded in Official Records Book 10139, Page 798 of the Public Records of Hillsborough County, Florida, lying in the NE 1/4 of Section 26, Township 32 South, Range 20 East, more particularly described as follows:

BEGIN at the NE corner of Section 26, Township 32 South, Range 20 East, per Certified Corner Record #112544 filed with the Florida Department of Environmental Protection; Thence along the East line of the NE 1/4 of said Section 26, South 00°22'20" West, a distance of 1901.41 feet to the SE corner of the parcel of land recorded in Official Records Book 10139, Page 798 of the Public Records of Hillsborough County, Florida; thence along the South line of said parcel, South 89°48'07" West, a distance of 50.00 feet; thence run parallel to the aforementioned East line of the NE 1/4 of said Section 26, North 00°22'20" East, a distance of 1901.51 feet to a point on the North line of the NE 1/4 said Section 26, said point also being SW corner of the right of way line of Leonard Lee Road per Official Records Book 786, Page 55 of the Public Records of Hillsborough County, thence along the North line of the NE 1/4 of said Section 26, North 89°54'39" East, a distance of 50.00 feet to the POINT OF BEGINNING.

Remainder of this page intentionally left blank.

CONSENT AGENDA

February 24, 2026

Operations, Lands & Resource Monitoring Committee: Amendment to Utility Easement to Tampa Electric Company – Tampa Bypass Canal – SWF Parcel No. 13-001-752X (Hillsborough County)

Purpose

The purpose of this item is to request Governing Board approval for an Amendment to Easement (Amendment) to Tampa Electric Company (TECO) for the construction, operation and maintenance of underground utility facilities to a structure on a District-owned parcel along the Tampa Bypass Canal.

Background/History

The District acquired the parent parcel, SWF Parcel No. 13-001-122, along the Tampa Bypass Canal, in 1965 for the construction, operation, and maintenance of the Canal. A portion of the parent parcel was developed in the late 2000's for public use and a small building was constructed. The building and public use area is managed through a cooperative agreement with Plant High Rowing Association Inc. (PHRA). The TECO Easement provides power to the site.

In 2022, the District granted a perpetual utility easement on the parcel to TECO for the installation, operation, and maintenance of underground utility lines to the location, which replaced the easement for overhead utilities. The project was part of TECO's Storm Protection Plan, aimed at reducing power outages during severe weather events by replacing the existing overhead power lines with more reliable underground lines.

Earlier this year, TECO determined that the initial easement area was insufficient and requested an amendment to expand it. The Amendment will expand the easement area from 4,650 square feet to 10,500 square feet and will enable TECO to move forward with its conversion from overhead lines to underground service. Upon completion of the underground installation, TECO will remove the existing overhead power line and poles.

Benefits/Costs

Installing the new underground service will improve management by removing existing overhead power poles, making mowing and maintenance easier, enhancing the appearance of the public use portion of the Tampa Bypass Canal, and improving electrical service to the boathouse. There is no cost to the District aside from staff time to process the amendment request.

Exhibits

- Exhibit 1 – Location Map
- Exhibit 2 – Site Map
- Exhibit 3 – Existing Easement
- Exhibit 4 – Amendment to Easement

Staff Recommendation:

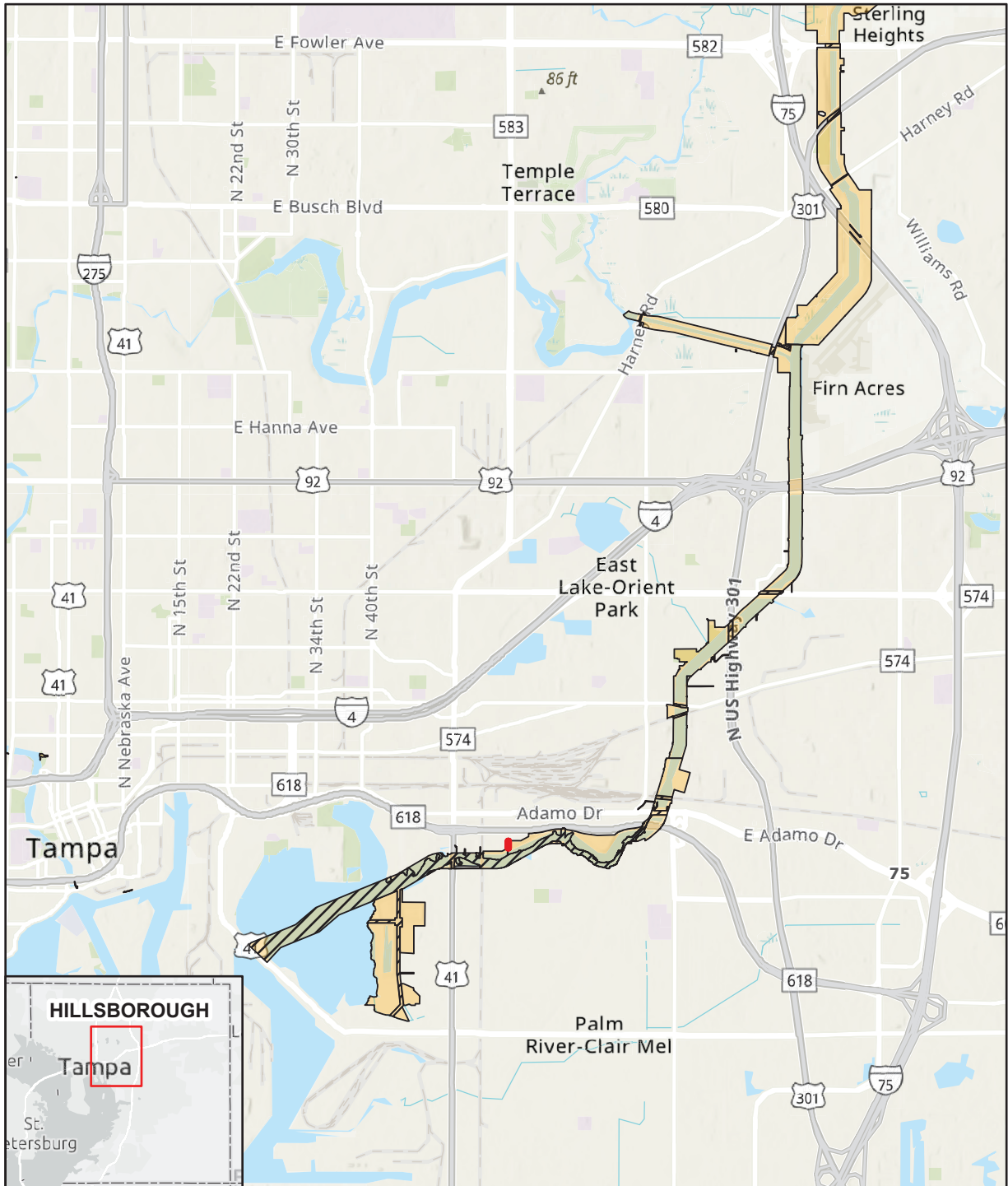
- Approve the Amendment to Easement and authorize the Chair and Secretary to execute on behalf of the District; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:




Ellen Morrison, Bureau Chief, Land Resources Bureau

This document complies with WCAG 2.2 AA standards

**Exhibit 1
Tampa Bypass Canal
SWF Parcel No. 13-001-752X Location Map**



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

-  SWF Parcel No. 13-001-752X
-  District Owned Lands Fee Simple
-  District Perpetual Easement

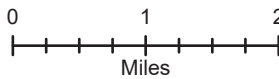


Exhibit 3

**SEC. 22 TWP. 29S. RGE. 19E.
FOLIO/PARCEL ID NO. 160869-0000
W.O. NO. 2277425**

**PREPARED BY
AND RETURN TO:**

**Beth E. Rosebrooks
ORC Utility & Infrastructure Land Services
2202 N West Shore Blvd. Suite 200
Tampa, FL 33607
SWF #13-001-752X**

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Southwest Florida Water Management District, whose address is: 2379 Broad St, Brooksville, FL 34604, hereinafter called the "Grantor", in consideration of One Dollar and other valuable considerations paid to Grantor by **TAMPA ELECTRIC COMPANY**, a Florida corporation, P.O. Box 111, Tampa, Florida 33601 ("Company"), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Hillsborough County, Florida, described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof ("Easement parcel")

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Aboveground and underground lines of wires, cables, data transmission and communication facilities, supporting structures, and necessary appurtenances ("Facilities").

The aforesaid rights and privileges granted shall include the right and privilege to trim or remove any and all trees or shrubs upon said land, and the Company shall also have the right and privilege to trim or remove any and all trees or shrubs upon the Grantor's lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

The Grantor may use said land for any purpose which will not interfere or conflict in any manner with the use of the same by the Company for the purposes enumerated above and which will not endanger any person or property, except that in no event shall any improvement or structure be installed or constructed thereon, grade changed, or water impounded thereon.

With respect to underground Facilities, Grantor acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (ch. 556 Fla. Stat.), that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work, and Grantor may be held responsible for costs and expenses incurred due to damage of Company's Facilities in the event Grantor fails to so notify.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 26 day of April, 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF WITNESSES TO EXECUTION BY GRANTOR:

Virginia Singer
Signature
Virginia Singer
Print or Type Name

Barbara Matron
Signature
Barbara Matrone
Print or Type Name

GRANTOR:
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation existing under Chapter 373, Florida Statutes

[Signature]
Chairman
Michelle Williams
Secretary

STATE OF Florida
COUNTY OF Hernando

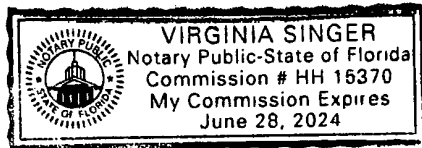
The foregoing instrument was acknowledged before me this 26 day of April, 2022 by means of physical presence or online notarization by Kelly Rice, as Chairman of the Governing Board of the Southwest Florida Water Management District who is personally known to me or has produced _____ as identification.

Witness my hand and official seal the date aforesaid.

Virginia Singer
Notary Public, State of Florida at Large

Virginia Singer
Notary: Print or Type Name

My Commission Expires:



STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 26 day of April, 2022 by means of physical presence or online notarization by Michelle Williamson, as Secretary of the Governing Board of the Southwest Florida Water Management District, who is personally known to me or has produced _____ as identification.

Witness my hand and official seal the date aforesaid.

Virginia Singer
Notary Public, State of Florida at Large

Virginia Singer
Notary: Print or Type Name

My Commission Expires:

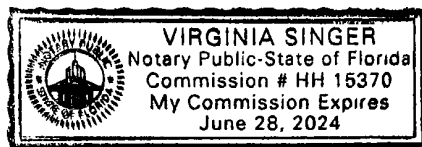


EXHIBIT "A"
(Legal Description)

The North 310.00 feet of the West 15.00 feet of a parcel of land identified as Folio Number 160869.0000 per Hillsborough County Property Appraiser, lying in the South ½ of the Northeast ¼, Section 22, Township 29 South, Range 19 East, Hillsborough County, Florida. Said Parcel being more particularly described as follows:

Lot 4 of WELL'S C W Subdivision, as recorded in Plat Book 1, Page 96 of the Public Records of Hillsborough County, Florida.

Exhibit 4

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

AMENDMENT TO EASEMENT

This Amendment to Easement, agreed to this _____ day of _____, 2026, by the Southwest Florida Water Management District, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (“Grantor”), and Tampa Electric Company, a Florida corporation, having a mailing address of Post Office Box 111, Tampa, Florida 33601 (“Grantee”).

WITNESSETH:

WHEREAS, the Grantor owns certain real property encumbered by a certain easement in favor of the Grantee, as recorded in Official Records INSTRUMENT # 2025410436, dated April 22, 2022, and recorded September 22, 2025, in the Public Records of HILLSBOROUGH County, Florida (the “Existing Easement”).

WHEREAS, the parties desire to modify and amend the land encumbered by the aforesaid Easement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The Existing Easement is hereby modified and amended to depict the easement area as shown on Exhibit “A” attached hereto and by reference made a part hereof.
2. Except as modified herein, all other provisions, terms and conditions of the Existing Easement recorded in Official Records INSTRUMENT # 2025410436, dated April 22, 2022, shall hereby remain ratified and confirmed by the parties.

[signature pages follow]

IN WITNESS WHEREOF, Grantor 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.

Witnesses:

GRANTOR:

Southwest Florida Water Management District

Signature of First Witness

By: _____
John R. Mitten, Chair

Printed Name

2379 Broad Street
Brooksville, Florida 33604-6899

Address

ATTEST:

Signature of Second Witness

By: _____
Ashley Bell Barnett, Secretary

Printed Name

2379 Broad Street
Brooksville, Florida 33604-6899

Address

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2026, by John R. Mitten, Governing Board Chair, who is personally known to me or produced _____ as identification.

Notary Public

(Notary Seal)

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

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name the day and year aforesaid.

Witnesses:

GRANTEE:

Tampa Electric Company

Signature of First Witness

By: _____
Chip Whitworth, V.P., Electric
Delivery

Printed Name

Post Office Box 111
Tampa, Florida 33601

Address

Signature of Second Witness

Printed Name

Address

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2026, by _____, who is personally known to me or produced _____ as identification.

Notary Public

(Notary Seal)

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

Exhibit "A"

[Sketch and Legal Description Exhibit "A" to be attached here]

Remainder of this page intentionally left blank.

CONSENT AGENDA

February 24, 2026

Operations, Lands & Resource Monitoring Committee: Easement Agreement – ROMP 86 Replacement Well Site – SWF Parcel No. 13-020-160 (Pasco County)

Purpose

Recommend the Governing Board approve an Easement Agreement between the District and the City of Zephyrhills (City). This Easement is required for access and long-term monitoring of one upper Floridan aquifer monitor well and one surficial aquifer monitor well at a city-owned parcel in Pasco County. The Easement will allow long-term access, installation, monitoring, and maintenance of the wells.

Background/History

Data collection began at the original ROMP 86 well site in 1978. The upper Floridan aquifer well was constructed in a possible paleo-sink and the water levels did not appear to represent the upper Floridan aquifer; therefore, the well was plugged in 2021 and a replacement well site is needed. A suitable location was identified at the east end of the parcel where the Zephyrhills police station is located. The City declined to grant a perpetual easement, however, has agreed to grant the District a 50-year easement.

Data from the new upper Florida aquifer monitor well and surficial aquifer monitor well will be used to analyze water levels in each monitored aquifer and to establish a relationship between the surficial and upper Floridan aquifers within a highly complex lithologic and hydrogeologic area. The data will also help determine hydraulic gradients in both aquifers and support resource monitoring in the Northern Tampa Bay region.

Benefits/Costs

There is no cost associated with the Easement. The estimated cost of the project well construction is \$348,000. Long-term water quality monitoring costs are approximately \$=350 per year. Long-term water level monitoring costs for the two wells are approximately \$4,750 (including equipment and initial setup) for the first year and about \$170 per year, thereafter.

Strategic Plan

This Easement supports the District's Strategic Plan Water Resources Planning and Monitoring.

Exhibits

- Exhibit 1 – Location Map
- Exhibit 2 – Site Map
- Exhibit 3 – Easement

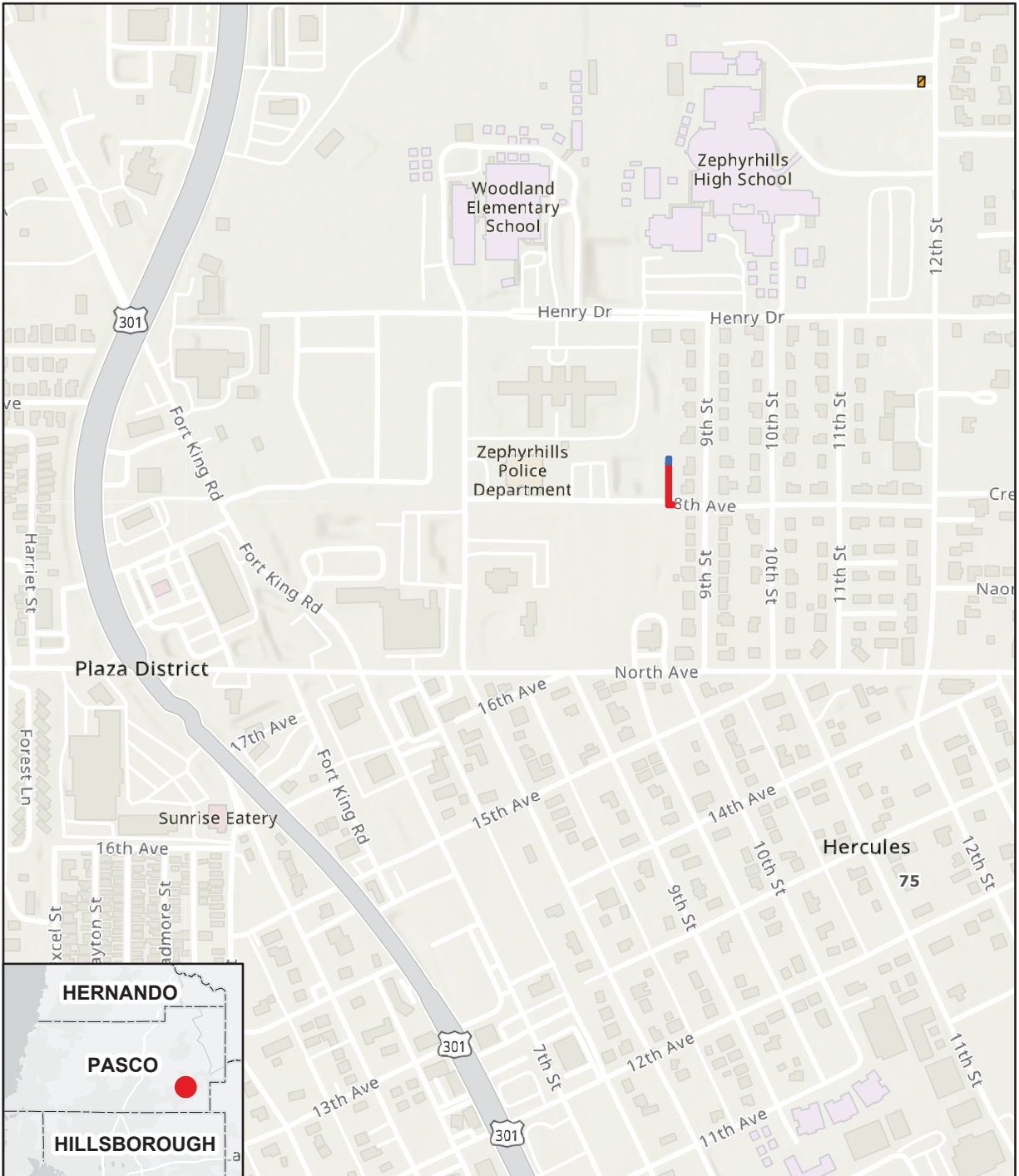
Staff Recommendation:

- Approve the Easement Agreement and authorize the Chair and Secretary to sign on behalf of the District.
- 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
 ROMP 86 Replacement Well Site
 SWF Parcel No. 13-020-160**



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- Proposed Well Site Easement
- Proposed Access Easement
- District Owned Land Easements

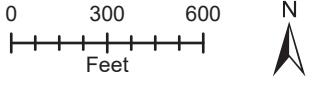




Exhibit 2 - Site Map
ROMP 86 Replacement Well Site
SWF Parcel No. 13-020-160



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, State of Florida, Microsoft, Vantor

-  Proposed Well Site Easement
-  Proposed Access Easement

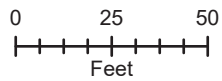


Exhibit 3

Prepared by:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899

Return recorded original to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Attn. Land Resources Bureau

EASEMENT AGREEMENT

This Easement (this "Easement") is made and entered into this ____ day of _____ 2025, by and between the City of Zephyrhills, a Florida municipal corporation, having an address of 5335 Eighth Street, Zephyrhills, Florida 33540, 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, for a term of fifty (50) years from the agreement date written above, a non-exclusive 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 "Access 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 and Access 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 without the prior written approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee hereby agrees to restore the Well Site Easement Area and Access Easement Area to the same condition as it was prior to any construction, maintenance, repair or access by Grantee.

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 or the Access 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.

[Reminder of page intentionally left blank. Signature pages to follow.]

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

Grantor:

Signed, sealed and delivered

City of Zephyrhills, a Florida municipal corporation

in the presence of:

Witness #1 Signature

By: _____
Kenneth M. Burgess, Jr.
City Council President

Print Witness #1 Name

Address for Witness #1

Witness #2 Signature

Print Witness #2 Name

Address for Witness #2

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by _____, as City Council President for the City of Zephyrhills, a Florida municipal corporation, on behalf of the City of Zephyrhills. He [] is personally known to me or has produced _____ as identification.

(Seal)

Signature of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____

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: John R. Mitten
Title: Chair

ATTEST:

Name:
Barnett

By: Ashley Bell
Title: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by John R. Mitten, as Governing Board Chair, for the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District. He/She [] is personally known to me or has produced _____ as identification.

(Seal)

Signature of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____

My Commission

Expires: _____

EXHIBIT "A"

Legal Description Parcel 13-020-160 (Access Area)

A portion of said Parent Tract described in Official Records Book 4684 Page 764 of the Public Records of Pasco County, Florida, located in the Southwest 1/4 of Section 2, Township 26 South, Range 21 East, Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of the Southwest 1/4 of section 2; Thence S 89° 52' 46" W (Field), along the said south boundary line of southwest 1/4 of section 2, a distance of 1163.00 feet; Thence leaving said south boundary line of southwest 1/4 of section 2, N 0°18'18" E (Field) to the south boundary line of said Parent Tract a distance of 618.55 feet (Field); Thence S 89°52'10" E along said south boundary line of Parent Tract a distance of 156.96 feet for a POINT OF BEGINNING; Thence N 0°13'26" E (along a line lying 23 feet east of and parallel with the east boundary line of said Parent Tract) a distance of 161.83 feet, thence N 89°46'29" E, a distance of 10.00 feet (42 feet south and parallel of north boundary line of said Parent Tract); Thence S 0°13'26" W, (13 feet west and parallel with the east boundary line of said Parent Tract) a distance of 151.89 feet; Thence S 89°52'10" E, a distance of 13.00 feet to an intersection with the East line of said Parent Tract; Thence S 0°13'26" W, a distance of 10.00 feet to the Southeast corner of said Parent Tract; Thence N 89°52'10" W, (along the south boundary line of Parent Tract) a distance of 23.00 feet; to the POINT OF BEGINNING.

Containing 1749 Square Feet / 0.04 Acres, More or Less

Legal Description Parcel 13-020-160 (Well Site Area)

A portion of said Parent Tract described in Official Records Book 4684 Page 764 of the Public Records of Pasco County, Florida, located in the Southwest 1/4 of Section 2, Township 26 South, Range 21 East, Pasco County, Florida, being further described as follows:

Commence at the Southeast corner of the Southwest 1/4 of section 2; Thence S 89° 52' 46" W (Field), along the said south boundary line of southwest 1/4 of section 2, a distance of 1163.00 feet; Thence leaving said south boundary line of southwest 1/4 of section 2, N 0°18'18" E (Field) to the south boundary line of said Parent Tract a distance of 618.55 feet (Field); Thence S 89°52'10" E along said south boundary line of Parent Tract a distance of 156.96 feet; Thence N 0°13'26" E (along a line lying 23 feet east of and parallel with the east boundary line of said Parent Tract) a distance of 161.83 feet, for a POINT OF BEGINNING; Thence N 00°13'26"E a distance of 20.00 feet; Thence N 89°46'29" E (along a line 22 feet south of and parallel with the north line of said Parent Tract) for a distance of 10.00 feet; Thence S 00°13'26" W (along a line lying 13 feet West and parallel with the East boundary line of said Parent Tract) a distance of 20.00 feet; Thence S 89°46'29" W (along a line 42 feet south of and parallel with the North line of said Parent Tract) a distance of 10.00 feet to The POINT OF BEGINNING.

Containing 200 Square Feet / 0.005 Acres, More or Less

CONSENT AGENDA

February 24, 2026

General Counsel's Report: Approval of Consent Order between Southwest Florida Water Management District and New Florida Ventures Corp. – Water Use Permit and Well Construction Violations – Water Use Permit No.: 20001796.005 (DeSoto County)

New Florida Ventures Corp. (“NFV”) is the owner of a commercial shell and sand mining operation located within the Southern Water Use Caution Area on approximately 92.5 acres at 3785 SW County Road 769, Arcadia, DeSoto County, Florida (“Property”).

On June 5, 2014, Water Use Permit (“WUP”) No. 20001796.005 was issued to a previous owner, New Florida Ventures Mining, LLC, authorizing mining and dewatering activities on the Property.

On June 4, 2024, NFV submitted a renewal application for the WUP. During review of the application, District staff identified several missing reports associated with the current WUP, and during a site visit, noted the mining operation was not in compliance with the mine plan. Notably, the mine footprint observed on site was significantly larger than what was authorized.

On August 8, 2025, the District’s Office of General Counsel (“OGC”) issued NFV a Notice of Violation (“NOV”) for WUP and well construction violations. On September 25, 2025, OGC issued a second NOV and proposed Consent Order. NFV has since submitted an approved Corrective Action Plan, ceased unauthorized dewatering activities, addressed the well construction violations, and submitted some of the required reports. NFV is still working on the current application to renew the WUP and to bring the mine footprint into compliance with approved plans.

NFV has agreed to the terms of the attached Consent Order, which includes payment of \$86,750.00 in penalties and \$3,000.00 in attorney’s fees to the District. Additionally, the Consent Order requires NFV obtain a current WUP for all mining activities, submit missing water level readings within 60 days of the Governing Board’s approval of the Consent Order, and achieve full compliance with Florida statutes, District rules, and the conditions of the WUP or any permit renewal, within 120 days of the Governing Board’s approval of the Consent Order.

Strategic Plan

This Consent Order supports the District's Core Business Processes by ensuring compliance with Florida law in District enforcement procedures and promoting consistency and efficiency for Regulation.

Exhibits

Exhibit 1 – Consent Order

Staff Recommendation:

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

Presenter:

Jennifer Soberal, Senior Attorney, Office of General Counsel

BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ORDER NO. SWF 26-_____

IN RE: NEW FLORIDA VENTURES CORP.
WUP NO. 20001796.005
WUP APP. NO. 20001796.006
CT NO. 439377
DESOTO COUNTY, FLORIDA

CONSENT ORDER

Pursuant to Sections 120.57(4) and 373.083, Florida Statutes ("F.S."), this Consent Order is entered into by and between the Southwest Florida Water Management District ("District") and New Florida Ventures Corp. ("Permittee"), collectively referred to as "the Parties," to settle certain matters at issue between the Parties. The Parties hereby voluntarily agree to the following findings of fact, conclusions of law, and corrective actions:

FINDINGS OF FACT

1. The District is the administrative agency charged with the responsibility to conserve, protect, manage, and control the water resources within its geographic boundaries, and to administer and enforce Chapter 373, F.S., and the rules promulgated thereunder as Chapters 40D-2, 40D-3, and 62-532, Florida Administrative Code ("F.A.C.").
2. Permittee, New Florida Ventures Corp., is a Florida profit corporation whose president is Joseph Stillwagon and whose principal address is 3785 CR 769 SW, Arcadia, Florida 34269. Permittee is the current landowner and owner of the mining operation.
3. The District is responsible for the administration of consumptive water use permitting and regulation of water wells within its jurisdiction pursuant to its authority

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granted under Chapter 373, F.S., and consistent with delegated authority from the Florida Department of Environmental Protection (“FDEP”).

4. To obtain a Water Use Permit (“WUP”) from the District, an applicant must demonstrate the conditions for permit issuance set forth in Rule 40D-2.301, F.A.C. Specifically, an applicant must provide “reasonable assurance” to the District that the proposed water use: (a) is a reasonable-beneficial use; (b) will not interfere with any presently existing legal use of water; and (c) is consistent with the public interest. Rule 40D-2.301(1)(a)-(c), F.A.C.

5. A WUP application submitted to the District for a mining operation with associated dewatering activities may require the applicant to present groundwater modeling, construction plans, mining plans, environmental assessments, monitoring requirements, or other items, which must provide reasonable assurance that the proposed mining and/or dewatering activities will meet the conditions for permit issuance.

6. In accordance with Rule 40D-2.381, F.A.C., when issuing a WUP, the District must include standard and special permit conditions. These conditions are designed to ensure the permit meets the conditions for permit issuance for the duration of the permit, and are typically, but not exclusively, based upon documentation or other items submitted by the applicant. Generally, if a permittee abides by all conditions, the permit will continue to meet the conditions for permit issuance; however, if a permittee fails to abide by the conditions, the District may no longer have reasonable assurance that the water use is a reasonable-beneficial use, will not interfere with any presently existing legal use of water, and is consistent with the public interest.

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7. On June 5, 2014, the District issued WUP No. 20001796.005 ("Permit") to New Florida Ventures Mining, LLC, authorizing water withdrawals in the amount of 10,000 gallons per day ("gpd") on an annual average basis to service a 92.5-acre commercial shell and sand mining operation located in DeSoto County, Florida, and within the Southern Water Use Caution Area. The Permit expired on June 5, 2024. WUP No. 20001796.005 was obtained in conjunction with Environmental Resource Permit ("ERP") Number MMR_261889-005, issued by the FDEP.

8. The ERP expired on November 7, 2022. Permittee submitted ERP application No. MMR_261889-006 to FDEP ten days later, on November 17, 2022, to modify and expand the mine footprint.

9. On June 4, 2024, Permittee submitted a renewal WUP application (No. 20001796.006) for the continuance of mining operations upon the expiration of the Permit. The Permit would have expired the following day on June 5, 2024. At the time the renewal application was submitted, the mining operations had already expanded beyond the boundaries allowed by the Permit without District authorization.

10. On June 10, 2024, the District issued Permittee a Request for Additional Information ("RAI") requesting missing information from the pending WUP application, including a proposed mining plan and impact analysis via groundwater modeling. Additionally, the RAI noted ongoing Permit violations due to missing weekly water level readings, missing Annual Environmental Management Plan Reports since 2018, and missing Annual Mining Plan Reports since 2018.

11. Approximately one year later, on June 17, 2025, District staff conducted a compliance site inspection and noted Permit violations, including missing or

nonfunctioning staff gauges and monitoring wells, and an active unpermitted mining area where District staff observed an unpermitted and improperly abandoned water well with a piece of wood lodged into it.

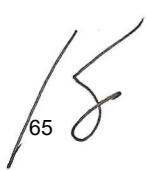
12. On June 25, 2025, District staff issued a Notice of Non-Compliance (“Notice”) to Permittee, which required the proper abandonment of the improperly plugged water well within 15 days of the Notice in compliance with Special Condition Nos. 4 and 9 of the Permit. Additionally, the Notice required Permittee to submit Annual Mining Plan reports since 2018, missing water level readings and replace missing or nonfunctioning monitoring devices, Annual Environmental Management Plan Reports since 2018, and to obtain the proper WUP and ERP for mining outside previously permitted boundaries within 30 days in compliance with Special Condition Nos. 3, 6, 7, and 8 and Standard Condition Nos. 8 and 12 of the Permit.

13. On July 17, 2025, Permittee modified WUP application No. 20001796.006 to include the expanded mining footprint.

14. On July 18, 2025, the District issued an RAI requesting missing information from the pending WUP application.

15. On July 28, 2025, the requested Annual Mining Plan Reports were submitted to the District.

16. On August 8, 2025, the District issued to Permittee a Notice of Violation for Permit Condition and Well Construction Violations (“NOV”), which included a 7-day deadline by which to apply for a Well Abandonment Permit and coordinate the water well abandonment observation with District staff, and a 21-day deadline by which to submit the missing water level readings and Annual Environmental Management Plan Reports

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since 2018. Additionally, Permittee was required to submit a Corrective Action Plan and a new proposed monitoring plan for current mining activities occurring at the project site within 21 days of the NOV.

17. On August 11, 2025, Permittee was issued a Well Abandonment Permit (No. 958825) by the District but failed to coordinate the water well abandonment observation with District staff or submit any of the remaining items within the time required by the NOV and Notice.

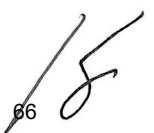
18. On September 24, 2025, FDEP issued ERP No. MMR_261889-006 for the expansion and modification of the mining footprint.

19. Permittee provided a draft Corrective Action Plan to the District on September 30, 2025. District staff worked with Permittee's consultant to modify the Corrective Action Plan and Environmental Monitoring Plan to the District's satisfaction. Permittee's consultant submitted a final Corrective Action Plan and Environmental Monitoring Plan on November 7, 2025, which the District approved. The Corrective Action Plan is attached hereto as "Exhibit A".

20. On October 24, 2025, Permittee was issued a second Well Abandonment Permit (No. 961529) by the District. After several attempts by Permittee's contractor under Well Abandonment Permit No. 958825, Permittee obtained a new contractor and completed the well abandonment on November 21, 2025, with District staff on site.

21. Permittee submitted the missing environmental management reports since 2018 on October 31, 2025, per the deadline in the approved Corrective Action Plan.

22. On December 17, 2025, District staff conducted a site visit and noted deviations from the mine plans in the construction of the recharge ditches.



23. On December 18, 2025, Permittee submitted survey reports for the monitoring wells and a modified Environmental Monitoring Plan to incorporate the installation of an additional monitoring device.

24. On December 19, 2025, Permittee submitted survey reports for the staff gauges.

25. In addition to the aforementioned historical violations, as of the date of this Consent Order, Permittee has not obtained a WUP for the expanded mining activities as WUP application No. 20001796.006 remains incomplete.

26. The Parties have agreed to resolve all disputed issues regarding the violations set forth above as described in this Consent Order.

CONCLUSIONS OF LAW

27. The District has jurisdiction over consumptive water use permitting for mining and dewatering activities pursuant to Chapter 373, F.S., and 40D-2, F.A.C.

28. The District has jurisdiction over water well construction, modification, repair, abandonment, the permitting of water wells, and the licensing of water well contractors pursuant to Chapter 373, F.S., Chapter 40D-3, F.A.C., and Chapter 62-532, F.A.C.

29. Section 373.313(1), F.S., and Rule 40D-3.041(1), F.A.C., provide that a permit shall be obtained from the District prior to abandoning a water well.

30. Rules 40D-3.517 and 40D-3.531, F.A.C., provide the approved method to properly abandon a water well, in accordance with subsection 62-532.500, F.A.C. Rule 40D-3.531, F.A.C., also requires that abandonment of a water well be performed by a licensed water well contractor.

31. Rule 40D-2.041, F.A.C., requires that a WUP be obtained from the District prior to any use, withdrawal, or diversion of water.

32. Section 120.60(4), F.S, provides that when a licensee has made timely and sufficient application for the renewal of a license which does not automatically expire by statute, the existing license shall not expire until the application for renewal has been finally acted upon by the agency or, in case the application is denied or the terms of the license are limited, until the last day for seeking review of the agency order or a later date fixed by order of the reviewing court.

33. Rule 40D-2.301, F.A.C., requires that an applicant for a WUP provide reasonable assurance that the consumptive use of water (a) is a reasonable-beneficial use; (b) will not interfere with any presently existing legal use of water; and (c) is consistent with the public interest.

34. Section 373.129, F.S., allows the District to seek a penalty of up to \$15,000.00 for each WUP violation for each date of violation, and is further authorized to recover its investigative costs, court costs, and reasonable attorneys' fees.

35. The actions and omissions described above constitute violations of Rules 40D-2.041, 40D-2.301, 40D-2.381, 40D-3.041, 40D-3.517, 40D-3.531, 62-532.500, F.A.C., Section 373.313(1), F.S., and the Permit's Special Condition Nos. 3, 4, 6, 7, 8, 9, and Standard Condition Nos. 8 and 12.

CORRECTIVE ACTIONS

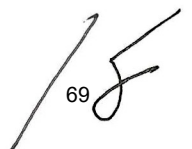
36. In settlement of the violations described in this Consent Order, the Parties agree to the following corrective actions:

- a. Permittee shall immediately cease all dewatering activities unless and until District staff has approved such activity;
- b. Permittee shall fully comply with any requests for additional information or clarification by the District for any WUP application within the time frame specified in the requests;
- c. Within sixty (60) days of approval of this Consent Order by the District's Governing Board, Permittee shall submit missing water level readings in compliance with Special Condition Nos. 6 and 7 of the Permit and obtain the proper WUP for all mining activities at the project site;
- d. Permittee shall achieve full compliance with Florida statutes, District rules, and the conditions of the Permit or any permit renewal, within one hundred twenty (120) days of approval of this Consent Order by the District's Governing Board.

37. Within ninety (90) days of approval of this Consent Order by the District's Governing Board, Permittee shall pay the District, by certified check or money order, penalties totaling \$86,750.00 and District attorneys' fees totaling \$3,000.00, for a grand total of \$89,750.00. If mailed, the address for payment is:

Southwest Florida Water Management District
Finance Department
2379 Broad Street
Brooksville, FL 34604-6899

38. For each day of delay beyond any due date specified in this Consent Order, Permittee shall pay to the District an additional sum of \$500.00 per day. This additional sum shall be paid by Permittee upon the District's mailing of a demand letter to Permittee for payment. This provision shall not be construed to preclude the District's right to



undertake other administrative, civil, or criminal action as appropriate in the event any due date is not met.

39. Permittee may apply to the District for an extension of the time limits contained in this Consent Order. A request for an extension of time must be made in writing and must be submitted to District staff and to the Office of General Counsel, simultaneously, no later than five (5) days prior to the expiration of such time limit. Only the Office of General Counsel may approve a request for an extension of time. Any purported approval of an extension of time that does not have the prior authorization of the Office of General Counsel will not constitute compliance with this provision of the Consent Order.

40. This Consent Order is not a license or permit.

41. Entry of this Consent Order shall not relieve Permittee of the duty to comply with all applicable federal, state, and local laws, regulations, and ordinances.

42. Permittee shall allow authorized representatives of the District access to its property at all reasonable times without prior consent or notice for the purpose of determining compliance with this Consent Order, Chapter 373, F.S., District rules, and the terms of any permits including modification or renewal. The District shall attempt to notify Permittee prior to access.

43. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69, 373.083(1), and 373.129, F.S.

44. The Permittee hereby waives any right to an administrative hearing or judicial review of the terms of this Consent Order.

45. The District hereby expressly reserves and retains the right to initiate appropriate legal action against the Permittee to prevent or prohibit the future violation of any applicable statutes, rules, orders, or permit conditions, except as specifically addressed in this Consent Order.

46. For, and in consideration of, the complete and timely performance by the Permittee of the obligations set forth in this Consent Order, the District waives its right to pursue civil or administrative action for any violations described in this Consent Order. In the event Permittee fails to completely and timely perform its obligations under this Consent Order, the District retains the right to pursue civil or administrative action for any violations described herein.

47. The Permittee agrees to fully and completely comply with all terms and conditions of any permit issued by the District, including any modifications or renewals thereof. The Permittee acknowledges, by the execution of this Consent Order, that any future violation of Chapter 373, F.S., District rules, or the terms of any permit, including any modifications or renewals thereof, may subject Permittee to criminal prosecution, administrative action, or civil suit in which penalties of up to Fifteen Thousand Dollars (\$15,000.00) per day per offense may be imposed, as provided in Section 373.129(5), F.S.


48. The effectiveness of this Consent Order is subject to review and approval by the District's Governing Board. In the event the District's Governing Board does not approve this Consent Order, this Consent Order shall be null, void, and of no legal effect.

49. No modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by all Parties.

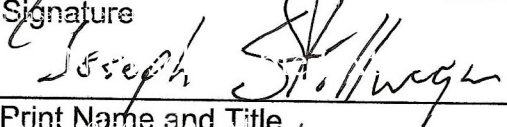
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50. Any person, who is not a party to this Consent Order, whose substantial interests are affected by the District's action in this Consent Order may request an administrative hearing in accordance with Sections 120.569 and 120.57(1), F.S., and to be represented by counsel or other qualified representative. Any request for a hearing must comply with the requirements set forth in Rules 28-106.104 and 28-106.201, F.A.C. Mediation under Section 120.573, F.S., is not available. A request for a hearing must be filed with (received by) the Agency Clerk at the District's Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637-6759, or by facsimile transmission to the Agency Clerk at (813) 367-9776, no later than twenty-one (21) days after receipt of this notice. A request for a hearing is deemed filed upon receipt of the complete request by the Agency Clerk at the District's Service Office in Tampa, Florida. A request for a hearing received by the Agency Clerk after 5:00 p.m., or on a Saturday, Sunday, or legal holiday, shall be deemed filed as of 8:00 a.m. on the next regular District business day. These requirements are set forth in Chapter 28-106, F.A.C., and in the District's Statement of Agency Organization and Operation, which is available for viewing at www.swfwmd.state.fl.us/about/agency-statement-organization-and-operation. Failure to file a request for a hearing within the specified time period constitutes a waiver of the right to an administrative hearing.

NEW FLORIDA VENTURES CORP.



Signature



Print Name and Title



Date

Approved by the Governing Board of the Southwest Florida Water Management

District this _____ day of _____, 2026.

Approved as to Legal Form and Content

Jennifer A. Soberal, Esq.
Office of General Counsel

By: _____
John Mitten, Chair

Attest: _____

Print Name: _____

Filed this _____ day of _____
_____ 2026.

(Seal)

Deputy Agency Clerk

NEW FLORIDA VENTURES CORP.
WUP NO. 20001796.005
WUP APP. NO. 20001796.006
CT NO. 439377
DESOTO COUNTY, FLORIDA

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CONSENT AGENDA

February 24, 2026

General Counsel's Report: Interagency Agreement between the Florida Department of Transportation and Southwest Florida Water Management District for Environmental Mitigation

Section 373.4137, Florida Statutes (F.S.), requires the water management districts to prepare plans and implement regional mitigation projects to compensate for adverse environmental impacts of transportation projects in the adopted Florida Department of Transportation (FDOT) work program, for which FDOT requests that the District provide mitigation. The statute also directs FDOT to coordinate and synchronize mitigation efforts with water management districts and the Florida Department of Environmental Protection (FDEP) to achieve regional, long-range mitigation planning to promote efficiency, timeliness in project delivery, and cost-effectiveness.

Increasing coordination and collaboration between FDOT and Southwest Florida Water Management District (SWFWMD) in these efforts will allow the agencies to better realize opportunities to meet both FDOT mitigation needs and District project, restoration, and preservation goals. Through the attached draft agreement, FDOT and SWFWMD commit to maximizing efforts to undertake a proactive and strategic approach to providing meaningful environmental benefits through transportation projects, while delivering their respective agency missions in an efficient, effective, and community-minded manner. This approach will capitalize on innovative mitigation approaches (in addition to mitigation banks), utilize the process outlined in Section 373.4137 F.S., leverage existing water quality rules, and/or establish project-specific Memorandums of Agreement, as appropriate, to achieve overarching mitigation goals for the state.

Strategic Plan

This Interagency Agreement supports the District's Core Business Processes, ensuring consistent and efficient regulation.

Exhibits

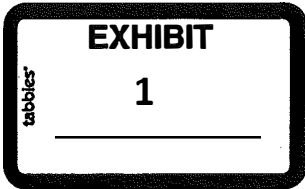
Exhibit 1 – Interagency Agreement

Staff Recommendation:

Approve the Interagency Agreement between the Florida Department of Transportation and Southwest Florida Water Management District.

Presenter:

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



AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

THIS AGREEMENT is entered into the _____ day of _____, 2026,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD).

WHEREAS, Section 373.4137, Florida Statutes (F.S), directs FDOT to coordinate and synchronize mitigation efforts with water management districts and the Florida Department of Environmental Protection (FDEP) to achieve regional, long-range mitigation planning to promote efficiency, timeliness in project delivery, and cost-effectiveness; and

WHEREAS, Section 334.044 (26), F.S. grants FDOT the ability to provide for the enhancement of environmental benefits, including water quality; and

WHEREAS, Section 339.66 (7), F.S., allows FDOT to consider innovative concepts to combine right-of-way acquisition with the acquisition of lands or easements to facilitate environmental mitigation or ecosystem, wildlife habitat, or water quality protection or restoration;

NOW, THEREFORE, the parties agree as follows:

Section 1: Purpose

FDOT and SWFWMD commit to maximizing efforts to undertake a proactive and strategic approach to providing meaningful environmental benefits through transportation projects, while delivering their respective agency missions in an efficient, effective, and community-minded manner. This approach will capitalize on innovative mitigation approaches (in addition to mitigation banks), utilize the process outlined in Section 373.4137 F.S., leverage existing water quality rules, and/or establish project-specific Memorandums of Agreement, as appropriate, to achieve over-arching mitigation goals for the state.

Section 2: Implementation

1. Primary coordination with SWFWMD under this agreement will occur through the FDOT Chief Engineer of Production.
 - a. FDOT and SWFWMD will identify decision makers and points of contact to coordinate outcomes of this agreement.
 - b. FDOT will provide the SWFWMD with preliminary functional loss estimates and anticipated mitigation bank availability for projects to be used under this agreement on an annual basis.

- c. The SWFWMD will provide information to FDOT regarding possible mitigation strategies to offset the functional loss of anticipated impacts for the identified projects.
 - d. Projects identified for innovative mitigation approaches will be listed in Appendix A of this document and will include related project mitigation costs for inclusion in FDOT's 5-Year Work Program.
 - e. Additional program management meetings between the Department and SWFWMD may be used to review upcoming projects and vet potential mitigation approaches as transportation projects are being considered for future years within the FDOT 5-Year Work Program or future restoration projects are being contemplated by the SWFWMD.
2. An annual meeting with FDEP to review the agreed upon innovative mitigation strategy will be conducted.
 3. If the workload required because of this agreement becomes substantial enough for the SWFWMD to require an FDOT-funded, dedicated position, the SWFWMD and FDOT will work together to modify existing Agency Operating and Funding Agreements under the FDOT Efficient Transportation Decision Making (ETDM) program to provide this position.

Section 3: Administrative

1. In the exercise of their respective rights and obligations under this agreement, FDOT and SWFWMD each act in an independent capacity, and neither is to be considered the office, agent, or employee of the other.
2. Each party will carry out financial obligations as listed in Section 337.4137, F.S. and other laws, rules, and regulations, as outlined by the State of Florida.
3. Nothing herein shall be construed as a waiver of, or contract with respect to, the regulatory and permitting authority of either party as it now or hereafter exists under applicable laws, rules, and regulations.

This agreement is solely for the benefit of the parties and no right or cause of action accrue to or for the benefit of any third party any not a party hereto.

This agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date(s) herein written.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Approved as to legal form:

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____

Date: _____

John R. Mitten, Chairman

Approved as to legal form:

Christopher A. Tumminia, General Counsel

Appendix A

Project: River Road Truck Parking FM #457698-1

Mitigation Basin: Myakka River

Projected Impacts: 5 acres of wetland impacts

Regulatory Need: To be determined

Mitigation: The mitigation plan for this project is still in the planning phase. Impacts can be offset by the preservation, restoration, and enhancement of additional conservation lands in the Myakka River basin. A detailed mitigation plan(s) demonstrating how the impacts will be offset will be completed concurrently with the FDOT permit application(s) as needed to address all proposed impacts.

CONSENT AGENDA

February 24, 2026

General Counsel's Report: Authorization to Initiate Litigation – Edward Medard Reservoir Toe Drain Replacement Project (Hillsborough County)

The Edward Medard Park and Reservoir is a former phosphate mine site and current public recreation area with a 700-acre reservoir located on Turkey Creek Road, in Plant City, Hillsborough County, Florida. The Medard reservoir dam (Dam), a high-hazard-potential dam, is operated by the District for flood control.

The toe drain replacement project (Project) at the Dam consisted of a toe drain replacement design and construction at the southwest embankment of the reservoir. Construction of the replacement toe drain system was completed in 2022; and was intended to resolve drainage problems at the Dam.

The replacement toe drain system was designed by Black & Veatch Corporation (B&V) as Engineer of Record (EOR) and constructed by Thalle Construction Co. Inc. (Thalle). B&V also provided the District with construction engineering and inspection (CEI) services for the Project through 2024. Following the Project completion, the District observed continuing problems with the toe drain system and the associated drainage and hydrogeology at the Dam. The District discussed these continuing problems with B&V and Thalle. After extensive investigation and attempts at remediation, the problems with drainage in the Project area persist. After consulting with experts, it was determined that the replacement of the toe drain system did not address the root cause of the drainage/hydrogeology problems that were observed at the Dam, which the replacement toe drain system was intended to resolve. Further, investigations revealed a number of defects in Thalle's construction of the toe drain replacement system.

Neither Thalle nor B&V is proposing to remedy the issues with the performance of their contractual obligations or address the root cause of the ongoing problems at the Dam. Therefore, it will be necessary for the District to incur additional expenses to address the root cause of the drainage problems and to repair the defects in Thalle's construction.

Accordingly, District staff request authorization from the Governing Board to initiate litigation against B&V, Thalle, and any other necessary party for damages, costs, and attorneys' fees associated with defects, breaches of duty and of standard of care for the Project.

Strategic Plan

Litigation associated with this publicly funded project supports the District's Core Business Processes by protecting public funds for Financial Sustainability and ensuring the District's water control structures, maintained by Structure Operations, meet the relevant state and federal standards.

Exhibits

None.

Staff Recommendation:

Authorize District staff to file a civil lawsuit against any necessary party for the recovery of damages, investigative costs, legal costs, and attorneys' fees associated with the Edward Medard Reservoir Toe Drain Replacement, including the filing of any appeals, if necessary.

Presenter:

Elizabeth Fernandez, Deputy General Counsel, Office of General Counsel

CONSENT AGENDA

February 24, 2026

General Counsel's Report: Approval of Well Construction Permitting Delegation Agreements between the Southwest Florida Water Management District and Manatee County, Sarasota County, and the Department of Health (Marion County), and Initiation and Approval of Rulemaking to Incorporate the Agreements by Reference

Purpose

The existing delegation agreements are set to expire on May 31, 2026, and must be reviewed and renewed prior to their expiration for the delegated programs to continue.

Background/History

The District has a long-standing relationship with Sarasota, Marion, and Manatee counties concerning the regulation of water well construction. Since 1978, the District has delegated its authority to Sarasota and Manatee counties to administer the District's well construction permitting program, and since 2007, it has delegated this same authority to Marion County. The program is administered by Manatee County's Natural Resources Department, the Florida Department of Health's Marion County office, and the Florida Department of Health's Sarasota County office. The current well construction permitting agreement between the District and the counties expires on June 1, 2026. The District and each respective county desire to continue the delegation of water well construction permitting.

The delegation agreements are adopted by reference in Rule 40D-1.002, F.A.C. That rule provision must be updated to reference the latest agreements. As a result, District staff is also requesting approval to initiate rulemaking to effectuate the rule amendment. A copy of the proposed amendments to Rule 40D-1.002, to incorporate the agreements by reference, is also included for consideration and approval as an exhibit to this agenda item. A Statement of Estimated Regulatory Costs is not required, as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Benefits

The proposed delegation agreements are implemented at no cost to the District while allowing the District to continue collecting data related to well construction permitting.

Strategic Plan

These delegation agreements support the District's Strategic Plan Regulation and Engagement

Exhibits

- Exhibit 1 – Well Construction Delegation Agreement between the District and Manatee County
- Exhibit 2 – Well Construction Delegation Agreement between the District and Sarasota County
- Exhibit 3 – Well Construction Delegation Agreement between the District and the Department of Health (Marion County)
- Exhibit 4 – Proposed amendments to Rule 40D-1.002

Staff Recommendation:

1. Approve the Well Construction Permitting Agreement between the District and the Florida Department of Health for Marion County, Florida, which shall be in effect from June 1, 2026, until May 31, 2031.
2. Approve the Well Construction Permitting Agreement between the District and Sarasota County, Florida, which shall be in effect from June 1, 2026, until May 31, 2031.
3. Approve the Well Construction Permitting Agreement between the District and Manatee County, Florida, which shall be in effect from June 1, 2026, until May 31, 2031.
4. Initiate and approve rulemaking to amend Rule 40D-1.002, Florida Administrative Code, to incorporate the Agreement by reference, and authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process.

Presenter:

Destin J. Dawsy, Attorney, Office of General Counsel

WELL CONSTRUCTION PERMITTING AGREEMENT
BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND MANATEE COUNTY

THIS AGREEMENT is made by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT," and MANATEE COUNTY, hereinafter referred to as "MANATEE," effective June 1, 2026.

INTRODUCTION AND INTENT

WHEREAS, the DISTRICT has the authority and responsibility, within its geographical jurisdiction, for the administration and enforcement of rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, Florida Statutes (F.S.), and applicable portions of Chapters 40D-3, 62-524, 62-528, 62-531, 62-532, and 62-555, Florida Administrative Code (F.A.C.); and

WHEREAS, MANATEE has the authority and responsibility, within the boundaries of Manatee County, Florida to protect public health and prevent disease caused by natural and manmade factors in the environment, as set forth in Chapter 381, F.S.; and

WHEREAS, Manatee County is within the geographical jurisdiction of the DISTRICT, as described in Section 373.069, F.S., and is therefore subject to the rules, regulations, authority, and orders of the DISTRICT, pursuant to Part III, Chapter 373, F.S.; and

WHEREAS, pursuant to Sections 373.308 and 373.309, F.S., the District is authorized to delegate to MANATEE by interagency agreement the authority to regulate the permitting and construction of water wells within Manatee County; and

WHEREAS, the DISTRICT and MANATEE have entered into agreements, effective since April 5, 1978, which have delegated to MANATEE the authority to administer and enforce rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532 and 62-555, F.A.C.; and

WHEREAS, the parties desire to continue the regulation of water wells and water well contractors in Manatee County through delegation to MANATEE of the DISTRICT's authority to implement Part III of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C., in a manner that ensures regulatory consistency throughout Manatee County and protects public health, safety and welfare.

THEREFORE, based upon the mutual consideration contained in this Agreement, the parties hereby agree as follows:

1. This Agreement shall take effect on June 1, 2026. MANATEE will continue

to review and evaluate well construction permit applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells in Manatee County, with the following exceptions:

- a. permits issued in accordance with Chapter 62-524, F.A.C.; and
- b. permits for wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT.

2. MANATEE will review and evaluate applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells for Class V, Group 1 injection wells, which include wells associated with thermal energy exchange, specifically air conditioning return flow wells and cooling water return flow wells. Class V, Group I wells serving multifamily residential units or business establishments, require prior permission from the Florida Department of Environmental Protection (FDEP), and FDEP Form 62-528.900(4) must be completed and attached to the permit application. Class V, Group 1 injection wells serving single-family air-conditioning return flow well systems do not need prior FDEP permission; however, FDEP Form 62-528.900(9) needs to be attached to the permit.

3. MANATEE will review and evaluate permit applications as described in paragraphs 1 and 2 herein based solely upon the applicable provisions of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.

4. The DISTRICT will review and evaluate applications and issue or deny permits for wells constructed, repaired, modified, or abandoned in accordance with the provisions of Chapter 62-524, F.A.C., and for any wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT. The DISTRICT will provide MANATEE with a copy of permits issued by the DISTRICT for informational purposes, if requested.

5. MANATEE will administer water well contractor and water well construction regulation and require all wells be constructed, repaired, modified, or abandoned in accordance with the requirements of Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.

6. MANATEE will use the forms adopted by the DISTRICT in Chapter 40D-1, F.A.C., which includes the most recent versions of the State of Florida Permit Application to Construct, Repair, Modify or Abandon a Well, Well Completion Report, Well Grouting/Abandonment Form, Well Construction Inspection Checklist, and Public Supply Well Information and Classification Form. MANATEE will use any revised or additional well construction-related forms that hereafter may be adopted by the DISTRICT.

7. MANATEE shall be responsible for providing any permit data, guidance, or

well construction information related to the construction, repair, modification, and abandonment of water wells, for which MANATEE has delegated authority under this Agreement, when requested by the public, state, or local agencies.

8. MANATEE will continue to participate in the on-line permitting program implemented through the DISTRICT's Water Management Information System (WMIS) or subsequent permitting program upon written notification by the DISTRICT. MANATEE will use the DISTRICT's fee payment vendor unless otherwise approved by the DISTRICT in writing, and MANATEE will comply with the twelve (12) requirements of the Payment Card Industry Data Security Standard (PCI-DSS) as set forth in Appendix 1: District Procedures for Payment Card Industry (PCI) Compliance, attached hereto and incorporated herein. In accordance with DISTRICT PCI Compliance procedures:

- a. MANATEE will notify the DISTRICT in writing within thirty (30) days regarding any change in MANATEE's Payment Card procedures affecting compliance with the PCI-DSS, after which the DISTRICT reserves the right to terminate this Agreement; and
- b. MANATEE will be responsible for maintaining compliance with federal, state, and local laws, rules, regulations, and ordinances pertaining to card payments and processing. MANATEE will indemnify the DISTRICT and its officers, directors, employees, and representatives against, and hold them harmless from: (1) any claims or allegations made or that arise from or relate to any such obligations, and (2) any litigation, arbitration, judgments, awards, settlements, damages, expenses, losses, attorneys' fees, and costs arising from or relating to any such claims or allegations.

In the event MANATEE desires to cease participating in WMIS or subsequent on-line permitting program, MANATEE will provide the DISTRICT with ninety (90) days prior written notice, after which this Agreement will terminate.

9. Prior to issuing well construction permits, MANATEE will determine whether water well contractors possess a valid State of Florida water well contractor license and are in compliance with the requirements of Chapter 62-531, F.A.C., and that all conditions for permit issuance set forth in Section 40D-3.301, F.A.C., are met. The DISTRICT will provide MANATEE with access to an appropriate computer database containing contractor licensing information.

10. MANATEE will require permit applicants to submit the permit application form described in Paragraph 6 herein, or use the on-line WMIS or subsequent permitting application process. For applications submitted on the permit application form, MANATEE will enter the data into WMIS, or subsequent permitting program, on a daily basis and scan the application and any related permit documents into WMIS, or subsequent permitting program, within five business days. All document scanning required pursuant to this Agreement will be in accordance with Paragraph 17 of this Agreement and will comply with the document standards established by the DISTRICT.

11. For Well Completion Reports submitted on paper, MANATEE will enter the data and scan the document into WMIS, or subsequent permitting program, within five business days.

12. MANATEE will witness the grouting operations on all wells that are abandoned in accordance with Section 40D-3.531, F.A.C. MANATEE may waive this requirement if the conditions of Rule 40D-3.531(4), F.A.C., have been satisfied. MANATEE will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). MANATEE will scan the completed forms into WMIS, or subsequent permitting program, within five business days.

13. In accordance with Chapters 40D-3, 62-555, and 64E-8, F.A.C., MANATEE will issue permits, conduct well site inspections and witness the grouting operations for public supply wells. MANATEE may waive this witnessing requirement if the conditions specified in Rule 40D-3.461(6), F.A.C., are met. MANATEE will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). MANATEE will scan the forms into WMIS, or subsequent permitting program, within five business days.

14. MANATEE will conduct random well construction inspections for a minimum of twenty percent (20%) of all permitted wells, calculated on an annual average basis (running 12-month average). The inspectors will utilize the Well Construction Inspection Checklist referenced in Paragraph 6 herein, and will complete the form for each inspection. MANATEE will scan the form into WMIS, or subsequent permitting program, within five business days. MANATEE must address any deficiencies noted during the inspections.

15. MANATEE will implement and maintain an effective compliance program, in cooperation with the DISTRICT, to ensure compliance with applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C. The compliance program will include but is not limited to the investigation of all unpermitted and unlicensed activities, and monitoring of compliance with well construction standards and permit conditions. As part of the compliance program:

- a. MANATEE will carry out an inspection program, as described in more detail in Paragraphs 12, 13, and 14 herein;
- b. MANATEE will report all unlicensed activities to the DISTRICT and will take appropriate enforcement action against the unlicensed individual or company;
- c. MANATEE will take enforcement action against licensed water well contractors as set forth in Chapter 62-531, F.A.C, and implemented by the Water Well Construction Disciplinary Guidelines and Citations Dictionary, June 2014 (or later version adopted by the District). Where appropriate, as described in the guidance documents, MANATEE will comply with the due process requirements of Chapter 120, F.S.;

- d. MANATEE will report enforcement actions to the DISTRICT within thirty (30) days of commencement of an enforcement action. The DISTRICT will report the appropriate information to the Statewide Clearinghouse, if applicable;
- e. The DISTRICT may conduct audits of MANATEE's compliance and enforcement programs, as the DISTRICT deems appropriate. The DISTRICT may direct MANATEE to take specified enforcement actions if the DISTRICT finds MANATEE has failed to do so where appropriate; and
- f. The DISTRICT will, upon request, provide technical support and assist with the resolution of significant technical and policy disputes that cannot otherwise be resolved despite good faith efforts by MANATEE and the contractor.

Nothing in this Agreement will limit the independent enforcement authority of either party.

16. MANATEE will maintain a sufficient staff level to efficiently administer the delegated program. Staff levels will consist of, at a minimum, the following type of positions:

- a. Supervisor – at least one person possessing the requisite level of knowledge and experience of well construction to direct the program and be responsible for the submittal of the required reports to the DISTRICT;
- b. Technicians – a sufficient number of persons responsible for field inspections and witnessing of grouting and abandonment of wells, issuance of permits, well contractor compliance, well contractors' license investigation and coordination with the DISTRICT on related water use permit conditions; and
- c. Clerical – at least one person responsible for coordinating the submittal of documents and reports to the DISTRICT, document scanning and records management.

17. MANATEE will implement records management procedures that comply with the applicable provisions of Chapters 119, 257, 286, F.S., and the standards and requirements for records management set forth in Chapters 1B-24 and 1B-26, F.A.C. MANATEE will produce documents in ISO-compliant format into WMIS, or subsequent permitting program, on a daily basis:

- a. Well Completion Reports;
- b. Well Construction, Repair, Modification or Abandonment Permit applications, permits issued and any permit applications that are denied;
- c. Well Grouting/Abandonment forms;

- d. Public Supply Well Information and Classification forms;
- e. Well Construction Inspection Checklist forms; and
- f. Documents Relevant to the Review of Well Construction Permit Applications.

18. Nothing in this Agreement will be construed to limit or delegate the DISTRICT's exclusive authority to review, evaluate, and issue Water Use Permits pursuant to Chapter 373, F.S., and applicable rules. If the withdrawal from the proposed or affected well will require a Water Use Permit, MANATEE will withhold issuance of any Well Construction, Repair, Modification or Abandonment Permit until after the Water Use Permit has been issued by the DISTRICT, or until the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit in writing.

19. The DISTRICT will maintain responsibility to administer examinations and issue licenses for water well contractors pursuant to Chapter 373, F.S., and applicable rules.

20. MANATEE will have the authority to charge and retain well construction permit fees, in accordance with Sections 373.109 and 373.309, F.S, and at a minimum in accordance with Rule 40D-1.607, F.A.C. It is the intention of the parties that MANATEE will operate the program in an efficient and cost-effective manner. In the event any fees proposed to be assessed by MANATEE will exceed the fees currently charged by MANATEE as set forth in Appendix 2: Fee Schedule, attached hereto and incorporated herein, MANATEE must obtain the DISTRICT's concurrence. At the written request of the DISTRICT, MANATEE will prepare and provide to the District a program financial audit justifying the proposed fee or increase. Any new or increased fee must be adopted by the Manatee County Board of County Commissioners.

21. MANATEE will permit the DISTRICT, upon request, to examine all project records relating to the subject matter of this Agreement, including the right to audit such related books, documents and papers during the Agreement period or following termination of this Agreement. MANATEE will maintain public records associated with this Agreement for at least three (3) years from their receipt or creation. This period will continue after the termination of this Agreement. MANATEE recognizes and agrees that it is subject to the Public Records provisions of Chapter 119, F.S., and that all public records, as defined by Chapter 119, F.S., made or received by MANATEE in conjunction with this Agreement are subject to said provisions.

22. MANATEE will submit to the DISTRICT an Annual Report summarizing activities occurring in conjunction with this Agreement, to include the following at a minimum:

- a. a comparison of well construction permits issued versus well completion reports received during the previous year;

- b. a comparison of well permits issued for abandonment versus abandonment inspection reports received during the previous year;
- c. a comparison of well permits issued for public supply wells versus well grouting inspection reports for public supply wells received during the previous year;
- d. the number of random inspections conducted during the previous year; and
- e. reports of any enforcement proceedings, including the status of any ongoing enforcement cases and copies of all Warning Letters, Notices of Violation, Consent Orders and Final Orders relating thereto.

This report will be submitted to the DISTRICT by March 15 of each year.

23. The timing and content of the reports required under this Agreement may be revised upon the mutual agreement of the project managers for each party.

24. DISTRICT staff and MANATEE staff will meet at least semi-annually, and more frequently if deemed appropriate by the parties, to review water well activities and clarify procedures.

25. The DISTRICT will provide MANATEE with appropriate training on water well regulation, and will provide technical assistance as necessary to enable proper review of permit applications or to resolve compliance problems with existing wells. The DISTRICT will provide MANATEE with appropriate training on WMIS or subsequent permitting program, scanning and document management procedures as needed.

26. The DISTRICT will provide MANATEE with information concerning proposed changes to relevant rules, and current technical and administrative procedures.

27. MANATEE may not further delegate its authority under this Agreement.

28. Unless terminated by either the DISTRICT or MANATEE upon ninety (90) days prior written notice, this Agreement will continue in effect until May 31, 2026, and may be extended upon terms mutually acceptable to both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as indicated below.

[Signature page to follow.]

Approved as to Legal Form and Content

Attorney

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
John Mitten, Chair

Attest: _____
Ashley Bell Barnett, Secretary

Filed this _____ of
_____, 2026.

Deputy Agency Clerk

(Seal)

MANATEE COUNTY, a political subdivision of
the State of Florida
By: Board of County Commissioners

By: _____
Vanessa Baugh, Chairperson

Date: _____

ATTEST:
ANGELINA "ANGEL" COLONNESO
Clerk of Circuit Court & Comptroller of
Manatee County, Florida

By: _____
Deputy Clerk

(Seal)

Approved as to form and correctness:

By: _____
County Attorney

Appendix 1

EXECUTIVE DIRECTOR PROCEDURE	
Southwest Florida Water Management District	
Title: Payment Card Industry (PCI) Compliance	
Document Owner:	Finance Bureau Chief
Approved By:	Executive Director
Effective Date:	09/14/2021
Supersedes:	10/22/2018

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PURPOSE

This procedure outlines the requirements for compliance to the Payment Card Industry Data Security Standards (*PCI-DSS*). It is designed to protect cardholder information of patrons that utilize a *Payment Card* to transact business with the Southwest Florida Water Management District’s (District) or its delegated partners. Compliance with this procedure is a condition of the District, or its delegated partners, acceptance of *Payment Cards* from citizens and businesses in exchange for District Services.

The contents of this procedure are derived from the standards in the *PCI-DSS*, as established and revised by the *PCI Security Standards Council*. When appropriate, this procedure will be updated to reflect any changes in the *PCI-DSS* standards, as defined by the *PCI Security Standards Council*.

SCOPE

This procedure applies to all District employees, applicable IT service providers, contractors, vendors, delegated counties, and other individuals that accept or have access to *Payment Card* transactions while performing District business.

This procedure also applies to all credit card data created, owned, stored, managed or under the control of the District, regardless of the media which contains the information, including but not limited to paper, microfilm, microfiche or any analog or digital format.

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AUTHORITY

The promulgation of this procedure is authorized by Governing Board Policy Technology Assets and Executive Director Procedure Data Security and Privacy.

DEFINITIONS

District's IT Service Provider(s). The individuals/organizations that are responsible for providing, operating, and maintaining systems or processes relating to the District accepting credit card payments.

Merchant Account. A type of bank account that accepts payments by *Payment Cards*. A *Merchant Account* is coordinated through and established by the Finance Bureau in consultation with the District's bank.

Payment Card. A debit or credit card that is accepted as payment for goods, services, or other obligations owed.

Payment Card Data. Full magnetic strip or the Primary Account Number, Chip and/or Pin, including any of the following: (1) Cardholder Name, (2) Expiration Date, (3) card verification value (CVV) and (4) Service Code.

Payment Card Industry (PCI) Compliance. Adherence to a set of security and reporting standards developed to protect cardholder information during and after the processing of a *Payment Card* transaction.

Payment Card Industry Data Security Standard (PCI-DSS). A set of twelve (12) broad security requirements established by the PCI Security Standards Council. The District Bureaus that accept *Payment Card* transactions are required to meet *PCI-DSS* standards or risk losing the capability to accept *Payment Cards* for services.

Payment Card Industry (PCI) Security Standards Council. A consortium of major *Payment Card* providers that have established data security standards for merchants. The *PCI Security Standards Council* also defines credentials and qualifications for assessor. The PCI requirements set by the *PCI Security Standards Council* do not allow for exceptions. Questions about *PCI Compliance* implementation should be forwarded to the Finance Bureau.

Primary Account Number (PAN) or Account Number. The *Payment Card* number (credit or debit) that identifies the issuer and individual cardholder account.

Self-Assessment Questionnaire (SAQ). The *PCI Self-Assessment Questionnaire* is a validation tool primarily used by merchants to demonstrate compliance with the *PCI-DSS*.

Payment Service Provider. A PCI compliant third party that is used to process all *Payment Card* and E-Check payments on behalf of the District.

Delegated County. A political subdivision, agency, municipality, or other local government of the State of Florida, to whom the District has delegated specific authorities outlined in its respective delegation agreements.

EXECUTIVE DIRECTOR PROCEDURE**Title: Payment Card Industry (PCI) Compliance****Effective Date:** 09/14/2021**Page 3 of 8****STANDARDS**

Payment Card Industry Data Security Standard (PCI-DSS). A set of twelve (12) broad security requirements established by the *PCI Security Standards Council*.

Control Objectives	PCI-DSS Requirements
Build and Maintain a Secure Network	1. Install and maintain a <u>firewall</u> configuration to protect cardholder data
	2. Do not use vendor-supplied defaults for system <u>passwords</u> and other security parameters
Protect Cardholder Data	3. Protect stored cardholder data
	4. Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5. Protect all systems against malware and regularly update anti-virus software or programs
	6. Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7. Restrict access to cardholder data by business need-to-know
	8. Identify and authenticate access to system components
	9. Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10. Track and monitor all access to network resources and cardholder data
	11. Regularly test security systems and processes
Maintain an Information Security Policy	12. Maintain a policy that addresses information security

PROCEDURE**1) Responsibilities****a) Global District Responsibilities**

- i) The District will use *Payment Service Providers* to encrypt, process and store *Payment Card Data*.
- ii) The District Bureaus are prohibited from storing any *Payment Card Data* in an electronic format on any District computer, server, or database and further are prohibited from electronically transmitting *Payment Card Data*. In addition, any *Payment Card Data* that is written down must be shredded immediately upon transaction completion.
- iii) Any *payment service provider, contractor, vendor, or delegated county* working with the District to process *Payment Card Data* is legally obligated to maintain compliance with the twelve (12) security requirements established by the *PCI Security Standards Council*.
- iv) Payment service providers, contractors, and vendors excluding delegated counties, involved in the payment process must provide certification of their continued compliance with *PCI-DSS* annually to the District's Finance Bureau. Delegated counties are legally obligated to follow the 12 requirements of the *PCI-DSS*.
- v) The District Bureaus must request and obtain authorization to process *Payment Card* transactions from the Finance Bureau and Information Technology Bureau.

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- vi) Each District Bureau Chief is responsible for ensuring its Bureau's compliance with this procedure.
- vii) The Finance and Information Technology Bureaus will be responsible for completing the required annual *Self-Assessment Questionnaire* (SAQ). Any recommended actions identified in this assessment or by the Information Technology Bureau must be implemented immediately by the Bureaus to ensure continued *PCI Compliance*.
- viii) Each District Bureau is responsible for ensuring its employees who process *Payment Card* transactions receive annual *PCI-DSS* compliance training provided by the Finance or Information Technology Bureau. The level and content of training will be appropriate to the job functions of the employee.
 - (1) Existing employees whose position is authorized to process *Payment Card* transactions, that are not current with this training and do not have a Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form on file, shall not be allowed to process *Payment Card* transactions.
 - (2) New employees whose position is authorized to process *Payment Card* transactions must receive PCI compliance training and sign the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form prior to processing any *Payment Card* transactions.
- ix) Each District Bureau will provide its employees access to equipment and systems for processing *Payment Card* transactions based on job duties and not linked directly to the individual employee or the Bureau that they work for. For example, just because you work for Finance does not mean you have access to equipment or systems related to payment card transactions.
 - (1) When an authorized employee's job duties no longer require access to equipment or systems that process *Payment Card* transactions, access must be removed by the Finance and the Information Technology Bureau staff from the respective Microsoft Active Directory (AD) groups.
 - (2) The District Bureau Chiefs or their designee must, at a minimum, annually review their list of employees, contractors, vendors, or delegated counties that process *Payment Card* transactions to ensure continued authorization is warranted and to update (add, delete, or modify) the authorization list.
- b) District Employees, Contractors, Vendors, or Delegated Counties Responsibilities.
 - i) All employees, contractors, vendors, or delegated counties who process *Payment Card* transactions must comply with this procedure.
 - ii) All District employees must only use District provided *Payment Card* equipment, systems, and information. *Payment Card* equipment systems will only be used to take *Payment Card* information while physically connected to the District's secured internal Local Area Network (LAN).
 - iii) Any District employee authorized to process *Payment Card* transactions must complete the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form.
 - iv) Violation of this procedure by any District employee, accessing or using *Payment Card Data* for reasons other than the intended purpose (identified herein) or beyond the scope of the individual's duties, may result in disciplinary action, up to and including termination of employment.
 - v) In the case of contractors or vendors, violation of this procedure is a breach of contract and subject to civil and/or criminal action, as applicable.

EXECUTIVE DIRECTOR PROCEDURE

Title: **Payment Card Industry (PCI) Compliance**

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- vi) In the case of Delegated Counties, violation of this procedure is a violation of the delegation agreement and may result in the termination of such agreement. The District will work with the Delegated County to attempt to correct the violation(s), prior to the termination of the agreement.

- c) Information Technology Bureau Responsibilities
 - i) Oversee enforcement, in partnership with the Finance Bureau, of this procedure and investigate any reported or potential violations of this procedure.
 - ii) Lead investigations pertaining to suspected or actual *Payment Card* security breaches.
 - iii) Control access, in partnership with the Finance Bureau, to protected information if employee fails to comply with this procedure.
 - iv) Work in partnership with the Finance Bureau to create and maintain standard contract language specific to *PCI Compliance* requirements.
 - v) Maintain daily and quarterly operational security procedures consistent with the latest *PCI-DSS* standards, including administrative and technical procedures for each of the *PCI-DSS* standards.
 - vi) Provide results of all required network scans with the appropriate remediation steps for any identified noncompliant results to the Finance Bureau.
 - vii) Coordinate the annual review of this procedure in partnership with the Finance Bureau.
 - viii) Work with the District Bureaus, in partnership with the Finance Bureau, to provide annual *PCI Compliance* training to employees.

- d) Finance Bureau Responsibilities
 - i) Oversee enforcement, in partnership with the Information Technology Bureau, of this procedure and investigate any reported violations of the procedure.
 - ii) Work in partnership with the Information Technology Bureau to create and maintain standard contract language specific to *PCI Compliance* requirements.
 - iii) Review the contract language annually to ensure it remains current.
 - iv) Keep a current list of *Payment Service Providers* utilized by the District for *Payment Card* processing.
 - v) On an annual basis, work in partnership with the Information Technology Bureau, to collect documentation from *Payment Service Providers* that certifies that they are PCI compliant.
 - vi) Work with the District's Bureaus to replace vendors that are not PCI compliant.
 - vii) Serve as the primary contact for the District Bureaus with business operations questions about this procedure.
 - viii) Working in partnership with the Information Technology Bureau, ensure that all solicitations involving services or hardware used to process *Payment Card* transactions include the requirement for the *Payment Service Provider* to maintain *PCI Compliance* while performing services for the District.
 - ix) Work with Information Technology Bureau to verify all awarded solicitations include documentation acknowledging that the proposed service or hardware/software is PCI compliant.
 - x) Ensure that standard *PCI Compliance* language is included in contracts and agreements with vendors and contractors that provide *Payment Card* services for the District.

2) Security of Payment Device Hardware

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The purpose of applying security to payment device hardware is to protect the District's inventory of *Payment Card* device hardware and to provide procedures to ensure compliance with *PCI-DSS* requirements to restrict physical access to hardware that processes *Payment Card Data*. The *PCI-DSS* requirements are to maintain an inventory of and periodically inspect *Payment Card* devices to guard against tampering and/or unauthorized device substitution.

This section pertains to all *Payment Card* device hardware in use throughout the District, regardless of the procurement method. This includes, but is not limited to, workstations/laptops.

- a) Inventory of Payment Card Devices
 - i) The Information Technology Bureau is responsible for tracking *Payment Card* devices.
 - ii) The Information Technology Bureau will maintain a current inventory of all hardware used to process payments. Inventory should track the equipment type and model number (e.g., Ingenico ICT250), S/N# which is a unique alphanumeric identifier on the bottom of the device), connectivity method (e.g., wireless, dial-up, IP/Ethernet), assigned District Bureau, District user, and District Office. Payment cards devices can include, but are not limited to, workstations, mobile devices, and peripherals.
 - iii) Inventory logs are kept in the Information Technology Bureau.
 - iv) Inventory logs are reviewed as part of the District's annual physical IT inventory.

- b) Security of Payment Card Devices
 - i) Each District Bureau will ensure none of its wireless *Payment Card* devices (also covers mobile devices i.e., iPads, iPhones) is left unattended while performing District business. When the device is not in use, it must be stored in a secure location. USB devices such as magstripe readers shall be tethered to the assigned workstation and tagged by the Information Technology Bureau with tamper evident seals. Store all spare hardware in a secure location. The District Bureaus that use the *Payment Card* devices to conduct District business are responsible for providing the necessary secure storage locations.
 - ii) Contact the Information Technology Bureau to have devices repaired, replaced, and/or securely disposed of.

- c) Inspection of Payment Card Devices
 - i) *Payment Card* device inspections will be completed by the District Bureau that has been issued the device to conduct District business. The Information Technology Bureau is responsible for addressing malfunctioning equipment, as well as investigating suspected equipment alterations. The District Bureaus must inform the Information Technology Bureau of any such instances.
 - ii) The Bureau that has been issued the device to conduct District business will inspect all devices daily and track each device's inspection date, passed/failed inspection result, and resolution for failed devices.
 - iii) Each District Bureau will validate SWF numbers printed on the terminal.
 - iv) Each District Bureau will inspect devices for tampering:
 - (1) Damaged or altered tamper seals, wiring, or labels.
 - (2) Mismatched keypad keys.
 - (3) False keypad overlay.
 - (4) External wires, other than the USB/power cable installed into the device.

EXECUTIVE DIRECTOR PROCEDURE

Title: Payment Card Industry (PCI) Compliance

Effective Date: 09/14/2021

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- (5) Missing screws or visible scratching around the screws that hold the pin pad case.
- (6) Tinfoil or other metallic material or electronic device placed in the cards scanning area.
- (7) Holes in the terminal or anything else unusual.
- v) If a device fails inspection, the Bureau will immediately stop using it and notify the Information Technology Bureau.
- vi) Each District Bureau will report devices that consistently do not work properly.
- vii) Quarterly inspection logs are reviewed by the Information Technology Bureau, as part of the District's annual PCI audit.

DISTRIBUTION

This procedure will be stored in the Governing Documents Repository. It will also be posted in the District's document management system and the link emailed to Finance Bureau Staff, Information Technology Bureau Staff, the General Counsel, specifically identified Regulation Staff (that will handle Payment Card Transactions).

REFERENCES

PCI Security Standards Council

PnP Certification

Governing Board Policy *Technology Assets*

Executive Director Procedure *Data Security and Privacy*

Technical Memorandum *PCI Authorization Acknowledgement Form*

REVIEW PERIOD

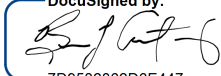
This procedure will be reviewed annually by the Information Technology Bureau Chief and the Finance Bureau Chief or their designee(s).

EXECUTIVE DIRECTOR PROCEDURE
Title: Payment Card Industry (PCI) Compliance
Effective Date: 09/14/2021
Page 8 of 8

DOCUMENT DETAILS

Document Name	Payment Card Industry (PCI) Compliance
Formerly Known As	N/A
Document Type	Procedure
Author(s)	Finance Bureau Chief, Accounting Manager, Information Technology Bureau (ITB) Chief, ITB Cybersecurity Architect, ITB Applications Systems Manager
Reviewing Stakeholder(s)	Office of General Counsel, Senior Staff, and Executive Staff
Document Owner Name	Melisa Lowe
Document Owner Title	Finance Bureau Chief
Review Period (in days)	365
Span of Control	District
Supersedes Date	10/22/2018
Effective Date	09/14/2021

APPROVAL

DocuSigned by:

 7D9632062D8E447...

 Brian Armstrong, P.G.
 Executive Director

09/14/2021

 Date

Certificate Of Completion

Envelope Id: F2A3CF0AA6964A8CBD3F794313E5A6DE	Status: Completed
Subject: Please DocuSign: PaymentCardIndustry(PCI)Compliance.docx	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Shellie Ferreira-Lee
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2379 Broad Street
	Brooksville, FL 34604
	Shellie.Ferreira@swfwmd.state.fl.us
	IP Address: 204.76.240.236

Record Tracking

Status: Original	Holder: Shellie Ferreira-Lee	Location: DocuSign
9/9/2021 11:55:32 AM	Shellie.Ferreira@swfwmd.state.fl.us	

Signer Events

Brian Armstrong
 brian.armstrong@swfwmd.state.fl.us
 Executive Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 7D9532862D8E447...
 Signature Adoption: Drawn on Device
 Using IP Address: 174.211.104.3
 Signed using mobile

Timestamp

Sent: 9/9/2021 11:59:12 AM
 Viewed: 9/9/2021 12:09:02 PM
 Signed: 9/14/2021 10:24:46 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/9/2021 12:09:02 PM
 ID: 520457ae-07cd-49e9-bf47-6e336abd523d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Virginia Singer
 Virginia.Singer@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/14/2021 10:24:47 AM
 Viewed: 9/14/2021 10:32:52 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Melisa Lowe
 melisa.lowe@swfwmd.state.fl.us
 Finance Bureau Chief
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/14/2021 10:24:47 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Michael Attard
 michael.attard@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/14/2021 10:24:48 AM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/9/2021 11:59:12 AM
Certified Delivered	Security Checked	9/9/2021 12:09:02 PM
Signing Complete	Security Checked	9/14/2021 10:24:46 AM
Completed	Security Checked	9/14/2021 10:24:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.

Appendix 2

**PARKS AND NATURAL RESOURCES DEPARTMENT
WATER WELL PERMITTING FEE SCHEDULE**

<u>PUBLIC SUPPLY WELL</u>	\$500
<u>WELL ABANDONMENT</u>	\$75
<u>ALL OTHERS</u>	\$265 (see footnote 1)

FOOTNOTE:

- 1 “All others” includes, but is not limited to: irrigation wells; industrial wells; livestock wells; well repair and modification; test holes; exploratory/monitoring wells; A/C – return and discharge wells; recovery wells; and sealed water wells.

WELL CONSTRUCTION PERMITTING AGREEMENT
BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND SARASOTA COUNTY, FLORIDA

THIS AGREEMENT is made by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT," and SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," effective June 1, 2026.

INTRODUCTION AND INTENT

WHEREAS, the DISTRICT has the authority and responsibility, within its geographical jurisdiction, for the administration and enforcement of rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, Florida Statutes (F.S.), and applicable portions of Chapters 40D-3, 62-524, 62-528, 62-531, 62-532, and 62-555, Florida Administrative Code (F.A.C.); and

WHEREAS, the COUNTY has the authority and responsibility, within its jurisdiction, to protect public health and prevent disease caused by natural and manmade factors in the environment, as set forth in Chapter 381, F.S.; and

WHEREAS, the COUNTY is within the geographical jurisdiction of the DISTRICT, as described in Section 373.069, F.S., and is therefore subject to the rules, regulations, authority, and orders of the DISTRICT, pursuant to Part III, Chapter 373, F.S.; and

WHEREAS, pursuant to Sections 373.308 and 373.309, F.S., the District is authorized to delegate to the COUNTY by interagency agreement the authority to regulate the permitting and construction of water wells within the COUNTY; and

WHEREAS, the DISTRICT and the COUNTY have entered into agreements, effective since April 5, 1978, which have delegated to the COUNTY the authority to administer and enforce rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532 and 62-555, F.A.C.; and

WHEREAS, the parties desire to continue the regulation of water wells and water well contractors in Sarasota County through delegation to the COUNTY of the DISTRICT's authority to implement Part III of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C., in a manner that ensures regulatory consistency throughout Sarasota County and protects public health, safety and welfare; and

WHEREAS, the COUNTY has and desires to continue to designate the Florida Department of Health in Sarasota County (FDOH-S) as the department within the county to perform the functions delegated to the COUNTY under this Agreement;

THEREFORE, based upon the mutual consideration contained in this Agreement, the parties hereby agree as follows:

1. This Agreement shall take effect on June 1, 2026. The COUNTY will continue to review and evaluate well construction permit applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells in Sarasota County, with the following exceptions:

- a. permits issued in accordance with Chapter 62-524, F.A.C.; and
- b. permits for wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT.

2. The COUNTY will review and evaluate applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells for Class V, Group 1 injection wells, which include wells associated with thermal energy exchange, specifically air conditioning return flow wells and cooling water return flow wells. Class V, Group 1 wells serving multifamily residential units or business establishments, require prior permission from the Florida Department of Environmental Protection (FDEP), and FDEP Form 62-528.900(4) must be completed and attached to the permit application. Class V, Group 1 injection wells serving single-family air-conditioning return flow well systems do not need prior FDEP permission; however, FDEP Form 62-528.900(9) needs to be attached to the permit.

3. The COUNTY will review and evaluate permit applications as described in paragraphs 1 and 2 herein based solely upon the applicable provisions of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.

4. The DISTRICT will review and evaluate applications and issue or deny permits for wells constructed, repaired, modified, or abandoned in accordance with the provisions of Chapter 62-524, F.A.C., and for any wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT. The DISTRICT will provide the COUNTY with a copy of permits issued by the DISTRICT for informational purposes, if requested.

5. The COUNTY will administer water well contractor and water well construction regulation and require all wells be constructed, repaired, modified, or abandoned in accordance with the requirements of Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.

6. The COUNTY will use the forms adopted by the DISTRICT in Chapter 40D-1, F.A.C., which includes the most recent versions of the State of Florida Permit Application to Construct, Repair, Modify or Abandon a Well, Well Completion Report, Well Grouting/Abandonment Form, Well Construction Inspection Checklist, and Public Supply Well Information and Classification Form. The COUNTY will use any revised or additional well construction-related forms that hereafter may be adopted by the DISTRICT.

7. The COUNTY shall be responsible for providing any permit data, guidance, or well construction information related to the construction, repair, modification, and abandonment of water wells, for which the COUNTY has delegated authority under this Agreement, when requested by the public, state, or local agencies.

8. The COUNTY will continue to participate in the on-line permitting program implemented through the DISTRICT's Water Management Information System (WMIS) or subsequent permitting program upon written notification by the DISTRICT. The COUNTY will use the DISTRICT's fee payment vendor unless otherwise approved by the DISTRICT in writing, and the COUNTY will comply with the twelve (12) requirements of the Payment Card Industry Data Security Standard (PCI-DSS) as set forth in Appendix 1: District Procedures for Payment Card Industry (PCI) Compliance, attached hereto and incorporated herein. In accordance with DISTRICT PCI Compliance procedures:

- a. The COUNTY will notify the DISTRICT in writing within thirty (30) days regarding any change in the COUNTY's Payment Card procedures affecting compliance with the PCI-DSS, after which the DISTRICT reserves the right to terminate this Agreement; and
- b. The COUNTY will be responsible for maintaining compliance with federal, state, and local laws, rules, regulations, and ordinances pertaining to card payments and processing. The COUNTY will indemnify the DISTRICT and its officers, directors, employees, and representatives against, and hold them harmless from: (1) any claims or allegations made or that arise from or relate to any such obligations, and (2) any litigation, arbitration, judgments, awards, settlements, damages, expenses, losses, attorneys' fees, and costs arising from or relating to any such claims or allegations.

In the event the COUNTY desires to cease participating in WMIS or subsequent on-line permitting program, the COUNTY will provide the DISTRICT with ninety (90) days prior written notice, after which this Agreement will terminate.

9. Prior to issuing well construction permits, the COUNTY will determine whether water well contractors possess a valid State of Florida water well contractor license and are in compliance with the requirements of Chapter 62-531, F.A.C., and that all conditions for permit issuance set forth in Section 40D-3.301, F.A.C., are met. The DISTRICT will provide the COUNTY with access to an appropriate computer database containing contractor licensing information.

10. The COUNTY will require permit applicants to submit the permit application form described in Paragraph 6 herein, or use the on-line WMIS or subsequent permitting application process. For applications submitted on the permit application form, the COUNTY will enter the data into WMIS, or subsequent permitting program, on a daily basis and scan the application and any related permit documents into WMIS, or subsequent permitting program, within five business days. All document scanning required pursuant to this Agreement will be in accordance with Paragraph 17 of this Agreement and will comply with the document standards established by the DISTRICT.

11. For Well Completion Reports submitted on paper, the COUNTY will enter the data and scan the document into WMIS, or subsequent permitting program, within five business days.

12. The COUNTY will witness the grouting operations on all wells that are abandoned in accordance with Section 40D-3.531, F.A.C. The COUNTY may waive this requirement if the conditions of Rule 40D-3.531(4), F.A.C., have been satisfied. The COUNTY will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). The COUNTY will scan the completed forms into WMIS, or subsequent permitting program, within five business days.

13. In accordance with Chapters 40D-3, 62-555, and 64E-8, F.A.C., the COUNTY will issue permits, conduct well site inspections and witness the grouting operations for public supply wells. The COUNTY may waive this witnessing requirement if the conditions specified in Rule 40D-3.461(6), F.A.C., are met. The COUNTY will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). The COUNTY will scan the forms into WMIS, or subsequent permitting program, within five business days.

14. The COUNTY will conduct random well construction inspections for a minimum of twenty percent (20%) of all permitted wells, calculated on an annual average basis (running 12-month average). The inspectors will utilize the Well Construction Inspection Checklist referenced in Paragraph 6 herein, and will complete the form for each inspection. The COUNTY will scan the form into WMIS, or subsequent permitting program, within five business days. The COUNTY must address any deficiencies noted during the inspections.

15. The COUNTY will implement and maintain an effective compliance program, in cooperation with the DISTRICT, to ensure compliance with applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C. The compliance program will include but is not limited to the investigation of all unpermitted and unlicensed activities, and monitoring of compliance with well construction standards and permit conditions. As part of the compliance program:

- a. The COUNTY will carry out an inspection program, as described in more detail in Paragraphs 12, 13, and 14 herein;
- b. The COUNTY will report all unlicensed activities to the DISTRICT and will

take appropriate enforcement action against the unlicensed individual or company;

- c. The COUNTY will take enforcement action against licensed water well contractors as set forth in Chapter 62-531, F.A.C, and implemented by the Water Well Construction Disciplinary Guidelines and Citations Dictionary, June 2014 (or later version adopted by the District). Where appropriate, as described in the guidance documents, the COUNTY will comply with the due process requirements of Chapter 120, F.S.;
- d. The COUNTY will report enforcement actions to the DISTRICT within thirty (30) days of commencement of an enforcement action. The DISTRICT will report the appropriate information to the Statewide Clearinghouse, if applicable;
- e. The DISTRICT may conduct audits of the COUNTY's compliance and enforcement programs, as the DISTRICT deems appropriate. The DISTRICT may direct the COUNTY to take specified enforcement actions if the DISTRICT finds the COUNTY has failed to do so where appropriate; and
- f. The DISTRICT will, upon request, provide technical support and assist with the resolution of significant technical and policy disputes that cannot otherwise be resolved despite good faith efforts by the COUNTY and the contractor.

Nothing in this Agreement will limit the independent enforcement authority of either party.

16. The COUNTY will maintain a sufficient staff level to efficiently administer the delegated program. Staff levels will consist of, at a minimum, the following type of positions:

- a. Supervisor – at least one person possessing the requisite level of knowledge and experience of well construction to direct the program and be responsible for the submittal of the required reports to the DISTRICT;
- b. Technicians – a sufficient number of persons responsible for field inspections and witnessing of grouting and abandonment of wells, issuance of permits, well contractor compliance, well contractors' license investigation and coordination with the DISTRICT on related water use permit conditions;
- c. Clerical – at least one person responsible for coordinating the submittal of documents and reports to the DISTRICT, document scanning and records management.

17. The COUNTY will implement records management procedures that

comply with the applicable provisions of Chapters 119, 257, 286, F.S., and the standards and requirements for records management set forth in Chapters 1B-24 and 1B-26, F.A.C. The COUNTY will produce documents in ISO-compliant format into WMIS, or subsequent permitting program, on a daily basis:

- a. Well Completion Reports;
- b. Well Construction, Repair, Modification or Abandonment Permit applications, permits issued and any permit applications that are denied;
- c. Well Grouting/Abandonment forms;
- d. Public Supply Well Information and Classification forms;
- e. Well Construction Inspection Checklist forms; and
- f. Documents Relevant to the Review of Well Construction Permit Applications.

18. Nothing in this Agreement will be construed to limit or delegate the DISTRICT's exclusive authority to review, evaluate, and issue Water Use Permits pursuant to Chapter 373, F.S., and applicable rules. If the withdrawal from the proposed or affected well will require a Water Use Permit, the COUNTY will withhold issuance of any Well Construction, Repair, Modification or Abandonment Permit until after the Water Use Permit has been issued by the DISTRICT, or until the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit in writing.

19. The DISTRICT will maintain responsibility to administer examinations and issue licenses for water well contractors pursuant to Chapter 373, F.S., and applicable rules.

20. The COUNTY will have the authority to charge and retain well construction permit fees, in accordance with Sections 373.109 and 373.309, F.S, and at a minimum in accordance with Rule 40D-1.607, F.A.C. It is the intention of the parties that the COUNTY will operate the program in an efficient and cost-effective manner. In the event any fees proposed to be assessed by the COUNTY will exceed the fees currently charged by the COUNTY as set forth in Appendix 2: Fee Schedule, attached hereto and incorporated herein, the COUNTY must obtain the DISTRICT's concurrence. At the written request of the DISTRICT, the COUNTY will prepare and provide to the District a program financial audit justifying the proposed fee or increase. Any new or increased fee must be adopted by the Sarasota County Board of County Commissioners.

21. The COUNTY will permit the DISTRICT, upon request, to examine all project records relating to the subject matter of this Agreement, including the right to audit such related books, documents and papers during the Agreement period or following termination of this Agreement. The COUNTY will maintain public records associated with this Agreement for at least three years from their receipt or creation. This period will continue after the termination of this Agreement. The COUNTY recognizes

and agrees that it is subject to the Public Records provisions of Chapter 119, F.S., and that all public records, as defined by Chapter 119, F.S., made or received by the COUNTY in conjunction with this Agreement are subject to said provisions.

22. The COUNTY will submit to the DISTRICT an Annual Report summarizing activities occurring in conjunction with this Agreement, to include the following at a minimum:

- a. a comparison of well construction permits issued versus well completion reports received during the previous year;
- b. a comparison of well permits issued for abandonment versus abandonment inspection reports received during the previous year;
- c. a comparison of well permits issued for public supply wells versus well grouting inspection reports for public supply wells received during the previous year;
- d. the number of random inspections conducted during the previous year; and
- e. reports of any enforcement proceedings, including the status of any ongoing enforcement cases and copies of all Warning Letters, Notices of Violation, Consent Orders and Final Orders relating thereto.

This report will be submitted to the DISTRICT by March 15 of each year.

23. The timing and content of the reports required under this Agreement may be revised upon the mutual agreement of the project managers for each party.

24. DISTRICT staff and the COUNTY staff will meet at least semi-annually, and more frequently if deemed appropriate by the parties, to review water well activities and clarify procedures.

25. The DISTRICT will provide the COUNTY with appropriate training on water well regulation, and will provide technical assistance as necessary to enable proper review of permit applications or to resolve compliance problems with existing wells. The DISTRICT will provide the COUNTY with appropriate training on WMIS or subsequent permitting program, scanning and document management procedures as needed.

26. The DISTRICT will provide the COUNTY with information concerning proposed changes to relevant rules, and current technical and administrative procedures.

27. The COUNTY may not further delegate its authority under this Agreement.

28. Unless terminated by either the DISTRICT or the COUNTY upon ninety (90) days prior written notice, this Agreement will continue in effect until May 31, 2026,

and may be extended upon terms mutually acceptable to both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as indicated below.

Approved as to Legal Form and Content

Attorney

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
John Mitten, Chair

Attest: _____
Ashley Bell Barnett, Secretary

Filed this _____ of
_____, 2026.

Deputy Agency Clerk

(Seal)

BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY

By: _____
Alan Maio, Chairman

Date: _____

ATTEST:
KAREN E. RUSHING,
Clerk of Circuit Court & Ex-Officio Clerk
Of Sarasota County, Florida

By: _____
Deputy Clerk

(Seal)

Approved as to form and correctness:

By: _____
County Attorney

DRAFT

Appendix 1

EXECUTIVE DIRECTOR PROCEDURE	
Southwest Florida Water Management District	
Title: Payment Card Industry (PCI) Compliance	
Document Owner:	Finance Bureau Chief
Approved By:	Executive Director
Effective Date:	09/14/2021
Supersedes:	10/22/2018

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PURPOSE

This procedure outlines the requirements for compliance to the Payment Card Industry Data Security Standards (*PCI-DSS*). It is designed to protect cardholder information of patrons that utilize a *Payment Card* to transact business with the Southwest Florida Water Management District’s (District) or its delegated partners. Compliance with this procedure is a condition of the District, or its delegated partners, acceptance of *Payment Cards* from citizens and businesses in exchange for District Services.

The contents of this procedure are derived from the standards in the *PCI-DSS*, as established and revised by the *PCI Security Standards Council*. When appropriate, this procedure will be updated to reflect any changes in the *PCI-DSS* standards, as defined by the *PCI Security Standards Council*.

SCOPE

This procedure applies to all District employees, applicable IT service providers, contractors, vendors, delegated counties, and other individuals that accept or have access to *Payment Card* transactions while performing District business.

This procedure also applies to all credit card data created, owned, stored, managed or under the control of the District, regardless of the media which contains the information, including but not limited to paper, microfilm, microfiche or any analog or digital format.

EXECUTIVE DIRECTOR PROCEDURE

Title: **Payment Card Industry (PCI) Compliance**

Effective Date: 09/14/2021

Page 2 of 8

AUTHORITY

The promulgation of this procedure is authorized by Governing Board Policy Technology Assets and Executive Director Procedure Data Security and Privacy.

DEFINITIONS

District's IT Service Provider(s). The individuals/organizations that are responsible for providing, operating, and maintaining systems or processes relating to the District accepting credit card payments.

Merchant Account. A type of bank account that accepts payments by *Payment Cards*. A *Merchant Account* is coordinated through and established by the Finance Bureau in consultation with the District's bank.

Payment Card. A debit or credit card that is accepted as payment for goods, services, or other obligations owed.

Payment Card Data. Full magnetic strip or the Primary Account Number, Chip and/or Pin, including any of the following: (1) Cardholder Name, (2) Expiration Date, (3) card verification value (CVV) and (4) Service Code.

Payment Card Industry (PCI) Compliance. Adherence to a set of security and reporting standards developed to protect cardholder information during and after the processing of a *Payment Card* transaction.

Payment Card Industry Data Security Standard (PCI-DSS). A set of twelve (12) broad security requirements established by the PCI Security Standards Council. The District Bureaus that accept *Payment Card* transactions are required to meet *PCI-DSS* standards or risk losing the capability to accept *Payment Cards* for services.

Payment Card Industry (PCI) Security Standards Council. A consortium of major *Payment Card* providers that have established data security standards for merchants. The *PCI Security Standards Council* also defines credentials and qualifications for assessor. The PCI requirements set by the *PCI Security Standards Council* do not allow for exceptions. Questions about *PCI Compliance* implementation should be forwarded to the Finance Bureau.

Primary Account Number (PAN) or Account Number. The *Payment Card* number (credit or debit) that identifies the issuer and individual cardholder account.

Self-Assessment Questionnaire (SAQ). The *PCI Self-Assessment Questionnaire* is a validation tool primarily used by merchants to demonstrate compliance with the *PCI-DSS*.

Payment Service Provider. A PCI compliant third party that is used to process all *Payment Card* and E-Check payments on behalf of the District.

Delegated County. A political subdivision, agency, municipality, or other local government of the State of Florida, to whom the District has delegated specific authorities outlined in its respective delegation agreements.

EXECUTIVE DIRECTOR PROCEDURE**Title: Payment Card Industry (PCI) Compliance****Effective Date:** 09/14/2021**Page 3 of 8****STANDARDS**

Payment Card Industry Data Security Standard (PCI-DSS). A set of twelve (12) broad security requirements established by the *PCI Security Standards Council*.

Control Objectives	PCI-DSS Requirements
Build and Maintain a Secure Network	1. Install and maintain a <u>firewall</u> configuration to protect cardholder data
	2. Do not use vendor-supplied defaults for system <u>passwords</u> and other security parameters
Protect Cardholder Data	3. Protect stored cardholder data
	4. Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5. Protect all systems against malware and regularly update anti-virus software or programs
	6. Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7. Restrict access to cardholder data by business need-to-know
	8. Identify and authenticate access to system components
	9. Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10. Track and monitor all access to network resources and cardholder data
	11. Regularly test security systems and processes
Maintain an Information Security Policy	12. Maintain a policy that addresses information security

PROCEDURE**1) Responsibilities****a) Global District Responsibilities**

- i) The District will use *Payment Service Providers* to encrypt, process and store *Payment Card Data*.
- ii) The District Bureaus are prohibited from storing any *Payment Card Data* in an electronic format on any District computer, server, or database and further are prohibited from electronically transmitting *Payment Card Data*. In addition, any *Payment Card Data* that is written down must be shredded immediately upon transaction completion.
- iii) Any *payment service provider, contractor, vendor, or delegated county* working with the District to process *Payment Card Data* is legally obligated to maintain compliance with the twelve (12) security requirements established by the *PCI Security Standards Council*.
- iv) Payment service providers, contractors, and vendors excluding delegated counties, involved in the payment process must provide certification of their continued compliance with *PCI-DSS* annually to the District's Finance Bureau. Delegated counties are legally obligated to follow the 12 requirements of the *PCI-DSS*.
- v) The District Bureaus must request and obtain authorization to process *Payment Card* transactions from the Finance Bureau and Information Technology Bureau.

EXECUTIVE DIRECTOR PROCEDURE

Title: Payment Card Industry (PCI) Compliance

Effective Date: 09/14/2021

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- vi) Each District Bureau Chief is responsible for ensuring its Bureau's compliance with this procedure.
- vii) The Finance and Information Technology Bureaus will be responsible for completing the required annual *Self-Assessment Questionnaire* (SAQ). Any recommended actions identified in this assessment or by the Information Technology Bureau must be implemented immediately by the Bureaus to ensure continued *PCI Compliance*.
- viii) Each District Bureau is responsible for ensuring its employees who process *Payment Card* transactions receive annual *PCI-DSS* compliance training provided by the Finance or Information Technology Bureau. The level and content of training will be appropriate to the job functions of the employee.
 - (1) Existing employees whose position is authorized to process *Payment Card* transactions, that are not current with this training and do not have a Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form on file, shall not be allowed to process *Payment Card* transactions.
 - (2) New employees whose position is authorized to process *Payment Card* transactions must receive PCI compliance training and sign the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form prior to processing any *Payment Card* transactions.
- ix) Each District Bureau will provide its employees access to equipment and systems for processing *Payment Card* transactions based on job duties and not linked directly to the individual employee or the Bureau that they work for. For example, just because you work for Finance does not mean you have access to equipment or systems related to payment card transactions.
 - (1) When an authorized employee's job duties no longer require access to equipment or systems that process *Payment Card* transactions, access must be removed by the Finance and the Information Technology Bureau staff from the respective Microsoft Active Directory (AD) groups.
 - (2) The District Bureau Chiefs or their designee must, at a minimum, annually review their list of employees, contractors, vendors, or delegated counties that process *Payment Card* transactions to ensure continued authorization is warranted and to update (add, delete, or modify) the authorization list.
- b) District Employees, Contractors, Vendors, or Delegated Counties Responsibilities.
 - i) All employees, contractors, vendors, or delegated counties who process *Payment Card* transactions must comply with this procedure.
 - ii) All District employees must only use District provided *Payment Card* equipment, systems, and information. *Payment Card* equipment systems will only be used to take *Payment Card* information while physically connected to the District's secured internal Local Area Network (LAN).
 - iii) Any District employee authorized to process *Payment Card* transactions must complete the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form.
 - iv) Violation of this procedure by any District employee, accessing or using *Payment Card Data* for reasons other than the intended purpose (identified herein) or beyond the scope of the individual's duties, may result in disciplinary action, up to and including termination of employment.
 - v) In the case of contractors or vendors, violation of this procedure is a breach of contract and subject to civil and/or criminal action, as applicable.

EXECUTIVE DIRECTOR PROCEDURE**Title: Payment Card Industry (PCI) Compliance****Effective Date:** 09/14/2021**Page 5 of 8**

- vi) In the case of Delegated Counties, violation of this procedure is a violation of the delegation agreement and may result in the termination of such agreement. The District will work with the Delegated County to attempt to correct the violation(s), prior to the termination of the agreement.
- c) Information Technology Bureau Responsibilities
- i) Oversee enforcement, in partnership with the Finance Bureau, of this procedure and investigate any reported or potential violations of this procedure.
 - ii) Lead investigations pertaining to suspected or actual *Payment Card* security breaches.
 - iii) Control access, in partnership with the Finance Bureau, to protected information if employee fails to comply with this procedure.
 - iv) Work in partnership with the Finance Bureau to create and maintain standard contract language specific to *PCI Compliance* requirements.
 - v) Maintain daily and quarterly operational security procedures consistent with the latest *PCI-DSS* standards, including administrative and technical procedures for each of the *PCI-DSS* standards.
 - vi) Provide results of all required network scans with the appropriate remediation steps for any identified noncompliant results to the Finance Bureau.
 - vii) Coordinate the annual review of this procedure in partnership with the Finance Bureau.
 - viii) Work with the District Bureaus, in partnership with the Finance Bureau, to provide annual *PCI Compliance* training to employees.
- d) Finance Bureau Responsibilities
- i) Oversee enforcement, in partnership with the Information Technology Bureau, of this procedure and investigate any reported violations of the procedure.
 - ii) Work in partnership with the Information Technology Bureau to create and maintain standard contract language specific to *PCI Compliance* requirements.
 - iii) Review the contract language annually to ensure it remains current.
 - iv) Keep a current list of *Payment Service Providers* utilized by the District for *Payment Card* processing.
 - v) On an annual basis, work in partnership with the Information Technology Bureau, to collect documentation from *Payment Service Providers* that certifies that they are PCI compliant.
 - vi) Work with the District's Bureaus to replace vendors that are not PCI compliant.
 - vii) Serve as the primary contact for the District Bureaus with business operations questions about this procedure.
 - viii) Working in partnership with the Information Technology Bureau, ensure that all solicitations involving services or hardware used to process *Payment Card* transactions include the requirement for the *Payment Service Provider* to maintain *PCI Compliance* while performing services for the District.
 - ix) Work with Information Technology Bureau to verify all awarded solicitations include documentation acknowledging that the proposed service or hardware/software is PCI compliant.
 - x) Ensure that standard *PCI Compliance* language is included in contracts and agreements with vendors and contractors that provide *Payment Card* services for the District.

2) Security of Payment Device Hardware

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The purpose of applying security to payment device hardware is to protect the District's inventory of *Payment Card* device hardware and to provide procedures to ensure compliance with *PCI-DSS* requirements to restrict physical access to hardware that processes *Payment Card Data*. The *PCI-DSS* requirements are to maintain an inventory of and periodically inspect *Payment Card* devices to guard against tampering and/or unauthorized device substitution.

This section pertains to all *Payment Card* device hardware in use throughout the District, regardless of the procurement method. This includes, but is not limited to, workstations/laptops.

- a) Inventory of Payment Card Devices
 - i) The Information Technology Bureau is responsible for tracking *Payment Card* devices.
 - ii) The Information Technology Bureau will maintain a current inventory of all hardware used to process payments. Inventory should track the equipment type and model number (e.g., Ingenico ICT250), S/N# which is a unique alphanumeric identifier on the bottom of the device), connectivity method (e.g., wireless, dial-up, IP/Ethernet), assigned District Bureau, District user, and District Office. *Payment Card* devices can include, but are not limited to, workstations, mobile devices, and peripherals.
 - iii) Inventory logs are kept in the Information Technology Bureau.
 - iv) Inventory logs are reviewed as part of the District's annual physical IT inventory.

- b) Security of Payment Card Devices
 - i) Each District Bureau will ensure none of its wireless *Payment Card* devices (also covers mobile devices i.e., iPads, iPhones) is left unattended while performing District business. When the device is not in use, it must be stored in a secure location. USB devices such as magstripe readers shall be tethered to the assigned workstation and tagged by the Information Technology Bureau with tamper evident seals. Store all spare hardware in a secure location. The District Bureaus that use the *Payment Card* devices to conduct District business are responsible for providing the necessary secure storage locations.
 - ii) Contact the Information Technology Bureau to have devices repaired, replaced, and/or securely disposed of.

- c) Inspection of Payment Card Devices
 - i) *Payment Card* device inspections will be completed by the District Bureau that has been issued the device to conduct District business. The Information Technology Bureau is responsible for addressing malfunctioning equipment, as well as investigating suspected equipment alterations. The District Bureaus must inform the Information Technology Bureau of any such instances.
 - ii) The Bureau that has been issued the device to conduct District business will inspect all devices daily and track each device's inspection date, passed/failed inspection result, and resolution for failed devices.
 - iii) Each District Bureau will validate SWF numbers printed on the terminal.
 - iv) Each District Bureau will inspect devices for tampering:
 - (1) Damaged or altered tamper seals, wiring, or labels.
 - (2) Mismatched keypad keys.
 - (3) False keypad overlay.
 - (4) External wires, other than the USB/power cable installed into the device.

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- (5) Missing screws or visible scratching around the screws that hold the pin pad case.
- (6) Tinfoil or other metallic material or electronic device placed in the cards scanning area.
- (7) Holes in the terminal or anything else unusual.
- v) If a device fails inspection, the Bureau will immediately stop using it and notify the Information Technology Bureau.
- vi) Each District Bureau will report devices that consistently do not work properly.
- vii) Quarterly inspection logs are reviewed by the Information Technology Bureau, as part of the District's annual PCI audit.

DISTRIBUTION

This procedure will be stored in the Governing Documents Repository. It will also be posted in the District's document management system and the link emailed to Finance Bureau Staff, Information Technology Bureau Staff, the General Counsel, specifically identified Regulation Staff (that will handle Payment Card Transactions).

REFERENCES

PCI Security Standards Council

PnP Certification

Governing Board Policy *Technology Assets*

Executive Director Procedure *Data Security and Privacy*

Technical Memorandum *PCI Authorization Acknowledgement Form*

REVIEW PERIOD

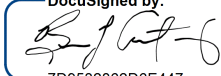
This procedure will be reviewed annually by the Information Technology Bureau Chief and the Finance Bureau Chief or their designee(s).

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Title: Payment Card Industry (PCI) Compliance
Effective Date: 09/14/2021
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DOCUMENT DETAILS

Document Name	Payment Card Industry (PCI) Compliance
Formerly Known As	N/A
Document Type	Procedure
Author(s)	Finance Bureau Chief, Accounting Manager, Information Technology Bureau (ITB) Chief, ITB Cybersecurity Architect, ITB Applications Systems Manager
Reviewing Stakeholder(s)	Office of General Counsel, Senior Staff, and Executive Staff
Document Owner Name	Melisa Lowe
Document Owner Title	Finance Bureau Chief
Review Period (in days)	365
Span of Control	District
Supersedes Date	10/22/2018
Effective Date	09/14/2021

APPROVAL

DocuSigned by:

 7D9632062D8E447...

 Brian Armstrong, P.G.
 Executive Director

09/14/2021

 Date

Certificate Of Completion

Envelope Id: F2A3CF0AA6964A8CBD3F794313E5A6DE	Status: Completed
Subject: Please DocuSign: PaymentCardIndustry(PCI)Compliance.docx	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Shellie Ferreira-Lee
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2379 Broad Street
	Brooksville, FL 34604
	Shellie.Ferreira@swfwmd.state.fl.us
	IP Address: 204.76.240.236

Record Tracking

Status: Original	Holder: Shellie Ferreira-Lee	Location: DocuSign
9/9/2021 11:55:32 AM	Shellie.Ferreira@swfwmd.state.fl.us	

Signer Events

Brian Armstrong
 brian.armstrong@swfwmd.state.fl.us
 Executive Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 174.211.104.3
 Signed using mobile

Timestamp

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 Signed: 9/14/2021 10:24:46 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Virginia Singer
 Virginia.Singer@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Melisa Lowe
 melisa.lowe@swfwmd.state.fl.us
 Finance Bureau Chief
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Michael Attard
 michael.attard@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)

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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/9/2021 12:09:02 PM
Signing Complete	Security Checked	9/14/2021 10:24:46 AM
Completed	Security Checked	9/14/2021 10:24:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.

Appendix 2: Fee Schedule*

Permit Fees	Effective
Augmentation Well	\$300.00
Public Supply Well (WUP Required)	\$500.00
Public Supply	\$300.00
Commercial Irrigation Well (WUP)	\$300.00
Commercial Irrigation Well	\$200.00
Other Irrigation Well (excluding	\$115.00
Private Well (New)	\$140.00
Redrill	\$125.00
Repair	\$150.00
Sandpoint Well (up to 3	\$150.00
Elevator Shaft	\$500.00
Monitor Wells (per well)	\$75.00
Plugging (6" diameter or greater)	\$100.00
Plugging (less than 6")	\$50.00
Heat Exchange (Geothermal) Well (commercial)	\$300.00
Heat Exchange (Geothermal) Well (residential)	\$150.00
Air Sparging Well (up to 8	\$75.00
Demolition Permit Processing	\$75.00
Setback Variance Permit Processing	\$75.00
Late fee for Limited Use Public Water System	
Permit renewal after October	\$100.00
Change of permitted well use	\$75.00
 Water Sample / Analysis Fees	
Sample Collection Fee	\$40.00
Bacteriological (Bact)	\$20.00
Partial Chemical Testing	\$50.00
Single Chemical Analysis	\$10.00
Monthly Public Bact (includes collection	\$60.00
Public Supply Well Clearance (20 samples)	\$250.00
Public Supply Well Retest (per sample)	\$20.00
Late fee for Public Water Systems monthly, quarterly annual chemical and bacteriological analysis results after the 15th of the following month they are due	\$100.00

*Appendix 2 – from Sarasota County Health Department, Well Drilling Policy and Procedures Manual, October 14, 2008.

WELL CONSTRUCTION PERMITTING AGREEMENT
BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
THE FLORIDA DEPARTMENT OF HEALTH

THIS AGREEMENT is made by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as the "DISTRICT," and THE FLORIDA DEPARTMENT OF HEALTH, with offices located in Marion County, hereinafter referred to as the "DEPARTMENT," effective June 1, 2026.

INTRODUCTION AND INTENT

WHEREAS, the DISTRICT has the authority and responsibility, within its jurisdiction, for the administration and enforcement of rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, Florida Statutes (F.S.), and applicable portions of Chapters 40D-3, 62-524, 62-528, 62-531, 62-532, and 62-555, Florida Administrative Code (F.A.C.); and

WHEREAS, the DEPARTMENT has the authority and responsibility, within its jurisdiction, to protect public health and prevent disease caused by natural and manmade factors in the environment, as set forth in Chapter 381, F.S.; and

WHEREAS, a portion of the lands within the boundaries of Marion County are within the geographical jurisdiction of the DISTRICT, as described in Section 373.069, F.S., and are therefore subject to the rules, regulations, authority, and orders of the DISTRICT, pursuant to Part III, Chapter 373, F.S.; and

WHEREAS, another portion of the lands within the boundaries of Marion County are within the geographical jurisdiction of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD), as described in Section 373.069, F.S., and is therefore subject to the rules, regulations, authority, and orders of the SJRWMD, pursuant to Part III, Chapter 373, F.S.; and

WHEREAS, pursuant to Sections 373.308 and 373.309, F.S., the District is authorized to delegate to the DEPARTMENT by interagency agreement the authority to regulate the permitting and construction of water wells within that portion of Marion County that is situated within the geographical jurisdiction of the DISTRICT; and

WHEREAS, the DISTRICT and the DEPARTMENT entered into Well Construction Permitting Agreements, effective October 1, 2005 and June 1, 2016, which delegated to the DEPARTMENT the authority to administer and enforce rules and regulations governing water wells and water well contractors as set forth in Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.;

WHEREAS, the parties desire to continue the regulation of water wells and water well contractors in Marion County through delegation to the DEPARTMENT of the DISTRICT'S authority to implement Part III of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C., in a manner that ensures regulatory consistency throughout the portion of lands in Marion County that are within the jurisdiction of the DISTRICT and protects public health, safety and welfare;

THEREFORE, based upon the mutual consideration contained in this Agreement, the parties hereby agree as follows:

1. This Agreement shall take effect on June 1, 2026. The DEPARTMENT will continue to review and evaluate well construction permit applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells within the DISTRICT's geographical jurisdiction that are within the boundaries of Marion County, with the following exceptions:

- a. permits issued in accordance with Chapter 62-524, F.A.C.; and
- b. permits for wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT.

2. The DEPARTMENT will review and evaluate applications and issue or deny permits for the construction, repair, modification, or abandonment of water wells for Class V, Group 1 injection wells, which include wells associated with thermal energy exchange, specifically air conditioning return flow wells and cooling water return flow wells. Class V, Group 1 wells serving multifamily residential units or business establishments, require prior permission from the Florida Department of Environmental Protection (FDEP), and FDEP Form 62-528.900(4) must be completed and attached to the permit application. Class V, Group 1 injection wells serving single-family air-conditioning return flow well systems do not need prior FDEP permission; however, DEP Form 62-528.900(9) needs to be attached to the permit.

3. The DEPARTMENT will review and evaluate permit applications as described in paragraphs 1 and 2 herein based solely upon the applicable provisions of Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.

4. The DISTRICT will review and evaluate applications and issue or deny permits for wells constructed, repaired, modified, or abandoned in accordance with the provisions of Chapter 62-524, F.A.C., and for any wells located within any areas subject to the Memorandum of Agreement Between the U.S. Environmental Protection Agency, Region IV, Superfund Division and the DISTRICT. The DISTRICT will provide the DEPARTMENT with a copy of permits issued by the DISTRICT for informational purposes, if requested.

5. The DEPARTMENT will administer water well contractor and water well

construction regulation and require all wells be constructed, repaired, modified, or abandoned in accordance with the requirements of Part III, Chapter 373, F.S., and applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C.

6. The DEPARTMENT will use the forms adopted by the DISTRICT in Chapter 40D-1, F.A.C., which includes the most recent versions of the State of Florida Permit Application to Construct, Repair, Modify or Abandon a Well, Well Completion Report, Well Grouting/Abandonment Form, Well Construction Inspection Checklist, and Public Supply Well Information and Classification Form. The DEPARTMENT will use any revised or additional well construction-related forms that hereafter may be adopted by the DISTRICT.

7. The DEPARTMENT shall be responsible for providing any permit data, guidance, or well construction information related to the construction, repair, modification, and abandonment of water wells, for which the DEPARTMENT has delegated authority under this agreement, when requested by the public, state, or local agencies.

8. The DEPARTMENT will continue to participate in the on-line permitting program implemented through the DISTRICT's Water Management Information System (WMIS) or subsequent permitting program upon written notification by the DISTRICT. The DEPARTMENT will use the DISTRICT's fee payment vendor unless otherwise approved by the DISTRICT in writing, and the DEPARTMENT will comply with the twelve (12) requirements of the Payment Card Industry Data Security Standard (PCI-DSS) as set forth in Appendix 1: District Procedures for Payment Card Industry (PCI) Compliance, attached hereto and incorporated herein. In accordance with DISTRICT PCI Compliance procedures:

- a. The DEPARTMENT will notify the DISTRICT in writing within thirty (30) days regarding any change in the DEPARTMENT's Payment Card procedures affecting compliance with the PCI-DSS, after which the DISTRICT reserves the right to terminate this Agreement; and
- b. The DEPARTMENT will be responsible for maintaining compliance with federal, state, and local laws, rules, regulations, and ordinances pertaining to card payments and processing. The DEPARTMENT will indemnify the DISTRICT and its officers, directors, employees, and representatives against, and hold them harmless from: (1) any claims or allegations made or that arise from or relate to any such obligations, and (2) any litigation, arbitration, judgments, awards, settlements, damages, expenses, losses, attorneys' fees, and costs arising from or relating to any such claims or allegations.

In the event the DEPARTMENT desires to cease participating in WMIS or subsequent on-line permitting program, the DEPARTMENT will provide the DISTRICT with ninety (90) days prior written notice, after which this Agreement will terminate.

9. Prior to issuing well construction permits, the DEPARTMENT will determine whether water well contractors possess a valid State of Florida water well contractor license and are in compliance with the requirements of Chapter 62-531, F.A.C., and that all conditions for permit issuance set forth in Section 40D-3.301, F.A.C., are met. The DISTRICT will provide the DEPARTMENT with access to an appropriate computer database containing contractor licensing information.

10. The DEPARTMENT will require permit applicants to submit the permit application form described in Paragraph 6 herein, or use the on-line WMIS or subsequent permitting application process. For applications submitted on the permit application form, the DEPARTMENT will enter the data into WMIS, or subsequent permitting program, on a daily basis and scan the application and any related permit documents into WMIS, or subsequent permitting program, within five business days. All document scanning required pursuant to this Agreement will be in accordance with Paragraph 17 of this Agreement and will comply with the document standards established by the DISTRICT.

11. For Well Completion Reports submitted on paper, the DEPARTMENT will enter the data and scan the document into WMIS, or subsequent permitting program, within five business days.

12. The DEPARTMENT will witness the grouting operations on all wells that are abandoned in accordance with Section 40D-3.531, F.A.C. The DEPARTMENT may waive this requirement if the conditions of Rule 40D-3.531(4), F.A.C., have been satisfied. The DEPARTMENT will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). The DEPARTMENT will scan the completed forms into WMIS, or subsequent permitting program, within five business days.

13. In accordance with Chapters 40D-3, 62-555, and 64E-8, F.A.C., the DEPARTMENT will issue permits, conduct well site inspections and witness the grouting operations for public supply wells. The DEPARTMENT may waive this witnessing requirement if the conditions specified in Rule 40D-3.461(6), F.A.C., are met. The DEPARTMENT will fully complete for each such well a Well Grouting/Abandonment Form (see Paragraph 6 herein). The DEPARTMENT will scan the forms into WMIS, or subsequent permitting program, within five business days.

14. The DEPARTMENT will conduct random well construction inspections for a minimum of twenty percent (20%) of all permitted wells, calculated on an annual average basis (running 12-month average). The inspectors will utilize the Well Construction Inspection Checklist referenced in Paragraph 6 herein, and will complete the form for each inspection. The DEPARTMENT will scan the form into WMIS, or subsequent permitting program, within five business days. The DEPARTMENT must address any deficiencies noted during the inspections.

15. The DEPARTMENT will implement and maintain an effective compliance program, in cooperation with the DISTRICT, to ensure compliance with applicable portions of Chapters 40D-3, 62-528, 62-531, 62-532, and 62-555, F.A.C. The

compliance program will include but is not limited to the investigation of all unpermitted and unlicensed activities, and monitoring of compliance with well construction standards and permit conditions. As part of the compliance program:

- a. The DEPARTMENT will carry out an inspection program, as described in more detail in Paragraphs 12, 13, and 14 herein;
- b. The DEPARTMENT will report all unlicensed activities to the DISTRICT and will take appropriate enforcement action against the unlicensed individual or company;
- c. The DEPARTMENT will take enforcement action against licensed water well contractors as set forth in Chapter 62-531, F.A.C, and implemented by the Water Well Construction Disciplinary Guidelines and Citations Dictionary, June 2014 (or later version adopted by the District). Where appropriate, as described in the guidance documents, the DEPARTMENT will comply with the due process requirements of Chapter 120, F.S.;
- d. The DEPARTMENT will report enforcement actions to the DISTRICT within thirty (30) days of commencement of an enforcement action. The DISTRICT will report the appropriate information to the Statewide Clearinghouse, if applicable;
- e. The DISTRICT may conduct audits of the DEPARTMENT's compliance and enforcement programs, as the DISTRICT deems appropriate. The DISTRICT may direct the DEPARTMENT to take specified enforcement actions if the DISTRICT finds the DEPARTMENT has failed to do so where appropriate; and
- f. The DISTRICT will, upon request, provide technical support and assist with the resolution of significant technical and policy disputes that cannot otherwise be resolved despite good faith efforts by the DEPARTMENT and the contractor.

Nothing in this Agreement will limit the independent enforcement authority of either party.

16. The DEPARTMENT will maintain a sufficient staff level to efficiently administer the delegated program. Staff levels will consist of, at a minimum, the following type of positions:

- a. Supervisor – at least one person possessing the requisite level of knowledge and experience of well construction to direct the program and be responsible for the submittal of the required reports to the DISTRICT;
- b. Technicians – a sufficient number of persons responsible for field inspections and witnessing of grouting and abandonment of wells, issuance of permits, well contractor compliance, well contractors' license investigation and coordination with the DISTRICT on related water use

permit conditions;

- c. Clerical – at least one person responsible for coordinating the submittal of documents and reports to the DISTRICT, document scanning and records management.

17. The DEPARTMENT will implement records management procedures that comply with the applicable provisions of Chapters 119, 257, 286, F.S., and the standards and requirements for records management set forth in Chapters 1B-24 and 1B-26, F.A.C. The DEPARTMENT will produce documents in ISO-compliant format into WMIS, or subsequent permitting program, on a daily basis:

- a. Well Completion Reports;
- b. Well Construction, Repair, Modification or Abandonment Permit applications, permits issued and any permit applications that are denied;
- c. Well Grouting/Abandonment forms;
- d. Public Supply Well Information and Classification forms;
- e. Well Construction Inspection Checklist forms; and
- f. Documents Relevant to the Review of Well Construction Permit Applications.

18. Nothing in this Agreement will be construed to limit or delegate the DISTRICT's exclusive authority to review, evaluate, and issue Water Use Permits pursuant to Chapter 373, F.S., and applicable rules. If the withdrawal from the proposed or affected well will require a Water Use Permit, the DEPARTMENT will withhold issuance of any Well Construction, Repair, Modification or Abandonment Permit until after the Water Use Permit has been issued by the DISTRICT, or until the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit in writing.

19. The DISTRICT will maintain responsibility to administer examinations and issue licenses for water well contractors pursuant to Chapter 373, F.S., and applicable rules.

20. The DEPARTMENT will have the authority to charge and retain well construction permit fees, in accordance with Sections 373.109 and 373.309, F.S, and at a minimum in accordance with Rule 40D-1.607, F.A.C. It is the intention of the parties that the DEPARTMENT will operate the program in an efficient and cost-effective manner. In the event any fees proposed to be assessed by the DEPARTMENT will exceed the fees currently charged by the DEPARTMENT as set forth in Appendix 2: Fee Schedule, attached hereto and incorporated herein, the DEPARTMENT must obtain the DISTRICT's concurrence. At the written request of the DISTRICT, the DEPARTMENT will prepare and provide to the District a program financial audit justifying the proposed fee or increase. Any new or increased fee must be adopted by the Marion County Board

of County Commissioners.

21. The DEPARTMENT will permit the DISTRICT, upon request, to examine all project records relating to the subject matter of this Agreement, including the right to audit such related books, documents and papers during the Agreement period or following termination of this Agreement. The DEPARTMENT will maintain public records associated with this Agreement for at least three years from their receipt or creation. This period will continue after the termination of this Agreement. The DEPARTMENT recognizes and agrees that it is subject to the Public Records provisions of Chapter 119, F.S., and that all public records, as defined by Chapter 119, F.S., made or received by the DEPARTMENT in conjunction with this Agreement are subject to said provisions.

22. The DEPARTMENT will submit to the DISTRICT an Annual Report summarizing activities occurring in conjunction with this Agreement, to include the following at a minimum:

- a. a comparison of well construction permits issued versus well completion reports received during the previous year;
- b. a comparison of well permits issued for abandonment versus abandonment inspection reports received during the previous year;
- c. a comparison of well permits issued for public supply wells versus well grouting inspection reports for public supply wells received during the previous year;
- d. the number of random inspections conducted during the previous year; and
- e. reports of any enforcement proceedings, including the status of any ongoing enforcement cases and copies of all Warning Letters, Notices of Violation, Consent Orders and Final Orders relating thereto.

This report will be submitted to the DISTRICT by March 15 of each year.

23. The timing and content of the reports required under this Agreement may be revised upon the mutual agreement of the project managers for each party.

24. DISTRICT staff and DEPARTMENT staff will meet at least semi-annually, and more frequently if deemed appropriate by the parties, to review water well activities and clarify procedures.

25. The DISTRICT will provide the DEPARTMENT with appropriate training on water well regulation, and will provide technical assistance as necessary to enable proper review of permit applications or to resolve compliance problems with existing wells. The DISTRICT will provide the DEPARTMENT with appropriate training on WMIS or subsequent permitting program, scanning and document management procedures as needed.

26. The DISTRICT will provide the DEPARTMENT with information concerning proposed changes to relevant rules, and current technical and administrative procedures.

27. The DEPARTMENT may not further delegate its authority under this Agreement.

28. Unless terminated by either the DISTRICT or the DEPARTMENT upon ninety (90) days prior written notice, this Agreement will continue in effect until May 31, 2026, and may be extended upon terms mutually acceptable to both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as indicated below.

Approved as to Legal Form and Content

Attorney

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
John Mitten, Chair

Attest: _____
Ashley Bell Barnett, Secretary

Filed this _____ of
_____, 2026.

Deputy Agency Clerk

(Seal)

THE FLORIDA DEPARTMENT OF HEALTH -
MARION COUNTY

By: _____
Mark Lander
Administrator

Date: _____

ATTEST:

(Seal)

DRAFT

Appendix 1

EXECUTIVE DIRECTOR PROCEDURE	
Southwest Florida Water Management District	
Title: Payment Card Industry (PCI) Compliance	
Document Owner:	Finance Bureau Chief
Approved By:	Executive Director
Effective Date:	09/14/2021
Supersedes:	10/22/2018

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PURPOSE

This procedure outlines the requirements for compliance to the Payment Card Industry Data Security Standards (*PCI-DSS*). It is designed to protect cardholder information of patrons that utilize a *Payment Card* to transact business with the Southwest Florida Water Management District’s (District) or its delegated partners. Compliance with this procedure is a condition of the District, or its delegated partners, acceptance of *Payment Cards* from citizens and businesses in exchange for District Services.

The contents of this procedure are derived from the standards in the *PCI-DSS*, as established and revised by the *PCI Security Standards Council*. When appropriate, this procedure will be updated to reflect any changes in the *PCI-DSS* standards, as defined by the *PCI Security Standards Council*.

SCOPE

This procedure applies to all District employees, applicable IT service providers, contractors, vendors, delegated counties, and other individuals that accept or have access to *Payment Card* transactions while performing District business.

This procedure also applies to all credit card data created, owned, stored, managed or under the control of the District, regardless of the media which contains the information, including but not limited to paper, microfilm, microfiche or any analog or digital format.

EXECUTIVE DIRECTOR PROCEDURE

Title: **Payment Card Industry (PCI) Compliance**

Effective Date: 09/14/2021

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AUTHORITY

The promulgation of this procedure is authorized by Governing Board Policy Technology Assets and Executive Director Procedure Data Security and Privacy.

DEFINITIONS

District's IT Service Provider(s). The individuals/organizations that are responsible for providing, operating, and maintaining systems or processes relating to the District accepting credit card payments.

Merchant Account. A type of bank account that accepts payments by *Payment Cards*. A *Merchant Account* is coordinated through and established by the Finance Bureau in consultation with the District's bank.

Payment Card. A debit or credit card that is accepted as payment for goods, services, or other obligations owed.

Payment Card Data. Full magnetic strip or the Primary Account Number, Chip and/or Pin, including any of the following: (1) Cardholder Name, (2) Expiration Date, (3) card verification value (CVV) and (4) Service Code.

Payment Card Industry (PCI) Compliance. Adherence to a set of security and reporting standards developed to protect cardholder information during and after the processing of a *Payment Card* transaction.

Payment Card Industry Data Security Standard (PCI-DSS). A set of twelve (12) broad security requirements established by the PCI Security Standards Council. The District Bureaus that accept *Payment Card* transactions are required to meet *PCI-DSS* standards or risk losing the capability to accept *Payment Cards* for services.

Payment Card Industry (PCI) Security Standards Council. A consortium of major *Payment Card* providers that have established data security standards for merchants. The *PCI Security Standards Council* also defines credentials and qualifications for assessor. The PCI requirements set by the *PCI Security Standards Council* do not allow for exceptions. Questions about *PCI Compliance* implementation should be forwarded to the Finance Bureau.

Primary Account Number (PAN) or Account Number. The *Payment Card* number (credit or debit) that identifies the issuer and individual cardholder account.

Self-Assessment Questionnaire (SAQ). The *PCI Self-Assessment Questionnaire* is a validation tool primarily used by merchants to demonstrate compliance with the *PCI-DSS*.

Payment Service Provider. A PCI compliant third party that is used to process all *Payment Card* and E-Check payments on behalf of the District.

Delegated County. A political subdivision, agency, municipality, or other local government of the State of Florida, to whom the District has delegated specific authorities outlined in its respective delegation agreements.

EXECUTIVE DIRECTOR PROCEDURE**Title: Payment Card Industry (PCI) Compliance****Effective Date:** 09/14/2021**Page 3 of 8****STANDARDS**

Payment Card Industry Data Security Standard (PCI-DSS). A set of twelve (12) broad security requirements established by the *PCI Security Standards Council*.

Control Objectives	PCI-DSS Requirements
Build and Maintain a Secure Network	1. Install and maintain a <u>firewall</u> configuration to protect cardholder data
	2. Do not use vendor-supplied defaults for system <u>passwords</u> and other security parameters
Protect Cardholder Data	3. Protect stored cardholder data
	4. Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5. Protect all systems against malware and regularly update anti-virus software or programs
	6. Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7. Restrict access to cardholder data by business need-to-know
	8. Identify and authenticate access to system components
	9. Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10. Track and monitor all access to network resources and cardholder data
	11. Regularly test security systems and processes
Maintain an Information Security Policy	12. Maintain a policy that addresses information security

PROCEDURE**1) Responsibilities****a) Global District Responsibilities**

- i) The District will use *Payment Service Providers* to encrypt, process and store *Payment Card Data*.
- ii) The District Bureaus are prohibited from storing any *Payment Card Data* in an electronic format on any District computer, server, or database and further are prohibited from electronically transmitting *Payment Card Data*. In addition, any *Payment Card Data* that is written down must be shredded immediately upon transaction completion.
- iii) Any *payment service provider, contractor, vendor, or delegated county* working with the District to process *Payment Card Data* is legally obligated to maintain compliance with the twelve (12) security requirements established by the *PCI Security Standards Council*.
- iv) Payment service providers, contractors, and vendors excluding delegated counties, involved in the payment process must provide certification of their continued compliance with *PCI-DSS* annually to the District's Finance Bureau. Delegated counties are legally obligated to follow the 12 requirements of the *PCI-DSS*.
- v) The District Bureaus must request and obtain authorization to process *Payment Card* transactions from the Finance Bureau and Information Technology Bureau.

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- vi) Each District Bureau Chief is responsible for ensuring its Bureau's compliance with this procedure.
- vii) The Finance and Information Technology Bureaus will be responsible for completing the required annual *Self-Assessment Questionnaire* (SAQ). Any recommended actions identified in this assessment or by the Information Technology Bureau must be implemented immediately by the Bureaus to ensure continued *PCI Compliance*.
- viii) Each District Bureau is responsible for ensuring its employees who process *Payment Card* transactions receive annual *PCI-DSS* compliance training provided by the Finance or Information Technology Bureau. The level and content of training will be appropriate to the job functions of the employee.
 - (1) Existing employees whose position is authorized to process *Payment Card* transactions, that are not current with this training and do not have a Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form on file, shall not be allowed to process *Payment Card* transactions.
 - (2) New employees whose position is authorized to process *Payment Card* transactions must receive PCI compliance training and sign the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form prior to processing any *Payment Card* transactions.
- ix) Each District Bureau will provide its employees access to equipment and systems for processing *Payment Card* transactions based on job duties and not linked directly to the individual employee or the Bureau that they work for. For example, just because you work for Finance does not mean you have access to equipment or systems related to payment card transactions.
 - (1) When an authorized employee's job duties no longer require access to equipment or systems that process *Payment Card* transactions, access must be removed by the Finance and the Information Technology Bureau staff from the respective Microsoft Active Directory (AD) groups.
 - (2) The District Bureau Chiefs or their designee must, at a minimum, annually review their list of employees, contractors, vendors, or delegated counties that process *Payment Card* transactions to ensure continued authorization is warranted and to update (add, delete, or modify) the authorization list.
- b) District Employees, Contractors, Vendors, or Delegated Counties Responsibilities.
 - i) All employees, contractors, vendors, or delegated counties who process *Payment Card* transactions must comply with this procedure.
 - ii) All District employees must only use District provided *Payment Card* equipment, systems, and information. *Payment Card* equipment systems will only be used to take *Payment Card* information while physically connected to the District's secured internal Local Area Network (LAN).
 - iii) Any District employee authorized to process *Payment Card* transactions must complete the Payment Card Industry (PCI) Compliance Authorization Acknowledgement Form.
 - iv) Violation of this procedure by any District employee, accessing or using *Payment Card Data* for reasons other than the intended purpose (identified herein) or beyond the scope of the individual's duties, may result in disciplinary action, up to and including termination of employment.
 - v) In the case of contractors or vendors, violation of this procedure is a breach of contract and subject to civil and/or criminal action, as applicable.

EXECUTIVE DIRECTOR PROCEDURE**Title: Payment Card Industry (PCI) Compliance****Effective Date:** 09/14/2021**Page 5 of 8**

- vi) In the case of Delegated Counties, violation of this procedure is a violation of the delegation agreement and may result in the termination of such agreement. The District will work with the Delegated County to attempt to correct the violation(s), prior to the termination of the agreement.
- c) Information Technology Bureau Responsibilities
- i) Oversee enforcement, in partnership with the Finance Bureau, of this procedure and investigate any reported or potential violations of this procedure.
 - ii) Lead investigations pertaining to suspected or actual *Payment Card* security breaches.
 - iii) Control access, in partnership with the Finance Bureau, to protected information if employee fails to comply with this procedure.
 - iv) Work in partnership with the Finance Bureau to create and maintain standard contract language specific to *PCI Compliance* requirements.
 - v) Maintain daily and quarterly operational security procedures consistent with the latest *PCI-DSS* standards, including administrative and technical procedures for each of the *PCI-DSS* standards.
 - vi) Provide results of all required network scans with the appropriate remediation steps for any identified noncompliant results to the Finance Bureau.
 - vii) Coordinate the annual review of this procedure in partnership with the Finance Bureau.
 - viii) Work with the District Bureaus, in partnership with the Finance Bureau, to provide annual *PCI Compliance* training to employees.
- d) Finance Bureau Responsibilities
- i) Oversee enforcement, in partnership with the Information Technology Bureau, of this procedure and investigate any reported violations of the procedure.
 - ii) Work in partnership with the Information Technology Bureau to create and maintain standard contract language specific to *PCI Compliance* requirements.
 - iii) Review the contract language annually to ensure it remains current.
 - iv) Keep a current list of *Payment Service Providers* utilized by the District for *Payment Card* processing.
 - v) On an annual basis, work in partnership with the Information Technology Bureau, to collect documentation from *Payment Service Providers* that certifies that they are PCI compliant.
 - vi) Work with the District's Bureaus to replace vendors that are not PCI compliant.
 - vii) Serve as the primary contact for the District Bureaus with business operations questions about this procedure.
 - viii) Working in partnership with the Information Technology Bureau, ensure that all solicitations involving services or hardware used to process *Payment Card* transactions include the requirement for the *Payment Service Provider* to maintain *PCI Compliance* while performing services for the District.
 - ix) Work with Information Technology Bureau to verify all awarded solicitations include documentation acknowledging that the proposed service or hardware/software is PCI compliant.
 - x) Ensure that standard *PCI Compliance* language is included in contracts and agreements with vendors and contractors that provide *Payment Card* services for the District.

2) Security of Payment Device Hardware

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The purpose of applying security to payment device hardware is to protect the District's inventory of *Payment Card* device hardware and to provide procedures to ensure compliance with *PCI-DSS* requirements to restrict physical access to hardware that processes *Payment Card Data*. The *PCI-DSS* requirements are to maintain an inventory of and periodically inspect *Payment Card* devices to guard against tampering and/or unauthorized device substitution.

This section pertains to all *Payment Card* device hardware in use throughout the District, regardless of the procurement method. This includes, but is not limited to, workstations/laptops.

- a) Inventory of Payment Card Devices
 - i) The Information Technology Bureau is responsible for tracking *Payment Card* devices.
 - ii) The Information Technology Bureau will maintain a current inventory of all hardware used to process payments. Inventory should track the equipment type and model number (e.g., Ingenico ICT250), S/N# which is a unique alphanumeric identifier on the bottom of the device), connectivity method (e.g., wireless, dial-up, IP/Ethernet), assigned District Bureau, District user, and District Office. Payment cards devices can include, but are not limited to, workstations, mobile devices, and peripherals.
 - iii) Inventory logs are kept in the Information Technology Bureau.
 - iv) Inventory logs are reviewed as part of the District's annual physical IT inventory.

- b) Security of Payment Card Devices
 - i) Each District Bureau will ensure none of its wireless *Payment Card* devices (also covers mobile devices i.e., iPads, iPhones) is left unattended while performing District business. When the device is not in use, it must be stored in a secure location. USB devices such as magstripe readers shall be tethered to the assigned workstation and tagged by the Information Technology Bureau with tamper evident seals. Store all spare hardware in a secure location. The District Bureaus that use the *Payment Card* devices to conduct District business are responsible for providing the necessary secure storage locations.
 - ii) Contact the Information Technology Bureau to have devices repaired, replaced, and/or securely disposed of.

- c) Inspection of Payment Card Devices
 - i) *Payment Card* device inspections will be completed by the District Bureau that has been issued the device to conduct District business. The Information Technology Bureau is responsible for addressing malfunctioning equipment, as well as investigating suspected equipment alterations. The District Bureaus must inform the Information Technology Bureau of any such instances.
 - ii) The Bureau that has been issued the device to conduct District business will inspect all devices daily and track each device's inspection date, passed/failed inspection result, and resolution for failed devices.
 - iii) Each District Bureau will validate SWF numbers printed on the terminal.
 - iv) Each District Bureau will inspect devices for tampering:
 - (1) Damaged or altered tamper seals, wiring, or labels.
 - (2) Mismatched keypad keys.
 - (3) False keypad overlay.
 - (4) External wires, other than the USB/power cable installed into the device.

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- (5) Missing screws or visible scratching around the screws that hold the pin pad case.
- (6) Tinfoil or other metallic material or electronic device placed in the cards scanning area.
- (7) Holes in the terminal or anything else unusual.
- v) If a device fails inspection, the Bureau will immediately stop using it and notify the Information Technology Bureau.
- vi) Each District Bureau will report devices that consistently do not work properly.
- vii) Quarterly inspection logs are reviewed by the Information Technology Bureau, as part of the District's annual PCI audit.

DISTRIBUTION

This procedure will be stored in the Governing Documents Repository. It will also be posted in the District's document management system and the link emailed to Finance Bureau Staff, Information Technology Bureau Staff, the General Counsel, specifically identified Regulation Staff (that will handle Payment Card Transactions).

REFERENCES

PCI Security Standards Council

PnP Certification

Governing Board Policy *Technology Assets*

Executive Director Procedure *Data Security and Privacy*

Technical Memorandum *PCI Authorization Acknowledgement Form*

REVIEW PERIOD

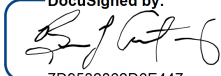
This procedure will be reviewed annually by the Information Technology Bureau Chief and the Finance Bureau Chief or their designee(s).

EXECUTIVE DIRECTOR PROCEDURE
Title: Payment Card Industry (PCI) Compliance
Effective Date: 09/14/2021
Page 8 of 8

DOCUMENT DETAILS

Document Name	Payment Card Industry (PCI) Compliance
Formerly Known As	N/A
Document Type	Procedure
Author(s)	Finance Bureau Chief, Accounting Manager, Information Technology Bureau (ITB) Chief, ITB Cybersecurity Architect, ITB Applications Systems Manager
Reviewing Stakeholder(s)	Office of General Counsel, Senior Staff, and Executive Staff
Document Owner Name	Melisa Lowe
Document Owner Title	Finance Bureau Chief
Review Period (in days)	365
Span of Control	District
Supersedes Date	10/22/2018
Effective Date	09/14/2021

APPROVAL

DocuSigned by:

 7D9632062D8E447...

 Brian Armstrong, P.G.
 Executive Director

09/14/2021

 Date

Certificate Of Completion

Envelope Id: F2A3CF0AA6964A8CBD3F794313E5A6DE	Status: Completed
Subject: Please DocuSign: PaymentCardIndustry(PCI)Compliance.docx	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Shellie Ferreira-Lee
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2379 Broad Street
	Brooksville, FL 34604
	Shellie.Ferreira@swfwmd.state.fl.us
	IP Address: 204.76.240.236

Record Tracking

Status: Original	Holder: Shellie Ferreira-Lee	Location: DocuSign
9/9/2021 11:55:32 AM	Shellie.Ferreira@swfwmd.state.fl.us	

Signer Events

Brian Armstrong
 brian.armstrong@swfwmd.state.fl.us
 Executive Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Drawn on Device
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 Signed using mobile

Timestamp

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Virginia Singer
 Virginia.Singer@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Melisa Lowe
 melisa.lowe@swfwmd.state.fl.us
 Finance Bureau Chief
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Michael Attard
 michael.attard@swfwmd.state.fl.us
 Security Level: Email, Account Authentication (None)

COPIED

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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/9/2021 12:09:02 PM
Signing Complete	Security Checked	9/14/2021 10:24:46 AM
Completed	Security Checked	9/14/2021 10:24:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

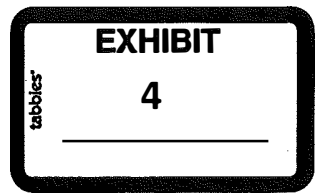
To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.

Appendix 2: Fee Schedule*

Service Description	State Fee	County Fee	Total Fee
DRINKING WATER			
Limited Use Public Water System Construction Permit	\$90.00		\$90.00
Application for Limited Use Public Water System Operation	\$90.00		\$90.00
Multi-Family Water System Construction Permit	\$75.00		\$75.00
Microbiological Sample Collection (trip charge not incl. analysis)	\$50.00		\$50.00
Chemical Sample Collection (trip charge not incl. analysis)	\$60.00		\$60.00
Combined Microbiological and Chemical Collection (not incl. analysis)	\$70.00		\$70.00
Laboratory Analysis Fee - Bacteriological		\$15.00	\$15.00
Laboratory Analysis Fee - Chemical each		\$22.00	\$22.00
Reinspection of Multi-family Water System	\$40.00	\$10.00	\$50.00
Reinspection of Limited Use Public Water System	\$40.00	\$10.00	\$50.00
Delineated Area Clearance Fee	\$50.00		\$50.00
Limited Use Commercial Public Water System registration	\$15.00		\$15.00
Family Day Care Establishment, Annual Permit Fee	\$30.00		\$30.00
• Penalty Fee for late/missed submission of quarterly water sample		\$50.00	\$50.00
Sewage Treatment Plant Certification Program			
Annual Certification Fee		\$150.00	\$150.00
Well Construction Program-Delegated from WMDs			
Public Wells		\$200.00	\$200.00
Private Wells		\$100.00	\$100.00
Irrigation / Monitoring Wells		\$75.00	\$75.00
Abandonment Permit		\$50.00	\$50.00
Group Care / Sanitation Inspection			
Inspection Fee		\$50.00	\$50.00
Late Permit fees			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee
Reinspection Fees			
All Permitted Facilities	varies	\$50.00	\$50.00 plus applicable state fee



40D-1.002 Delegation of Authority.

(1) The Board of Trustees of the Internal Improvement Trust Fund, pursuant to Rule 18-21.0051, F.A.C., has delegated to the Governing Board the authority to review and take final agency action on certain applications to use state-owned lands. Rule 18-21.0051, F.A.C., also provides that the Governing Board may delegate review and decision making authority to District staff. Therefore, the Governing Board further delegates this authority to the Executive Director, the Assistant Executive Director, the Division Director for Regulation, and the Environmental Resource Permit Bureau Chief, or the Regulation Managers, when an application to use state-owned lands involves an activity which is reviewed pursuant to individual and the general permit procedures of Chapter 62-330, F.A.C., and Chapters 40D-4 and 40D-40, F.A.C., for environmental resource permits grandfathered pursuant to Section 373.4131(4), 373.414(11), (12)(a), (13), (14), (15), or (16), F.S.

(2) The Governing Board delegates to the Executive Director, the Assistant Executive Director, the Division Director for Regulation, the Water Use Permit Bureau Chief, and the Demand Management Program Manager the authority to take final agency action on petitions for variances and waivers pursuant to Rule 40D-22.303, F.A.C.

(3) The Governing Board hereby incorporates by reference the following documents:

(a) Well Construction Permitting Agreement Between the Southwest Florida Water Management District and Manatee County, effective June 1, 2026, available at (<https://www.flrules.org/Gateway/reference.asp?No=Ref-13890>).

(b) Well Construction Permitting Agreement Between the Southwest Florida Water Management District and Sarasota County, effective June 1, 2026, available at (<https://www.flrules.org/Gateway/reference.asp?No=Ref-13892>).

(c) Well Construction Permitting Agreement Between the Southwest Florida Water Management District and Florida Department of Health (Marion County), effective June 1, 2026, available at (<https://www.flrules.org/Gateway/reference.asp?No=Ref-13891>).

Rulemaking Authority 373.044, 373.103, 373.113, 373.118, 373.171, 373.219, 373.309 FS. Law Implemented 253.002, 373.083, 373.103, 373.149, 373.171, 373.175, 373.219, 373.223, 373.224, 373.226, 373.246, 373.308, 373.309, 373.427 FS. History—New 3-1-84, Amended 3-10-96, 7-22-99, 12-2-99, 9-26-02, 7-20-04, 10-19-05, 5-21-06, 7-13-06, 12-24-07, 5-12-08, 12-7-09, 7-22-10, 12-7-10, 12-4-11, 6-29-14, 2-18-15, 9-20-16, 11-28-21.

CONSENT AGENDA

February 24, 2026

General Counsel's Report: Approval of Rulemaking to Amend Rule 40D-2.321, Florida Administrative Code, to Promote the Use of Reclaimed Water and Encourage Quantifiable Potable Water Offsets, in Accordance with Section 373.250(9), Florida Statutes

In 2024, the Florida Legislature amended Section 373.250, Florida Statutes, to instruct the water management districts, in coordination with the Florida Department of Environmental Protection, to develop rules to promote the use of reclaimed water and encourage potable quantifiable water offsets that produce significant water savings beyond those required in a water use permit.

The rules must provide that if an applicant proposes a water supply development or water resource development project using reclaimed water that meets the advanced wastewater treatment standards for total nitrogen and total phosphorous as part of an application for a water use permit, the applicant is eligible for a permit duration of up to 30 years if there is sufficient data to provide reasonable assurance that the conditions for permit issuance will be met for the duration of the permit.

The bill also required that the rules must provide authorization for permit extensions of up to 10 years if a permittee proposes a water supply development or water resource development project using reclaimed water that meets the advanced wastewater treatment standards for total nitrogen and total phosphorous during the term of its permit which results in the reduction of groundwater or surface water withdrawals or is completed to benefit a waterbody with a minimum flow or minimum water level with a recovery or prevention strategy.

As directed by the Legislature, the water management districts and DEP developed the proposed rule language cooperatively, and produced proposed rule language that each district would need to adopt into its own rules. This matter was brought before the Board in July 2025, and the Board approved. It came before the Board again in October 2025, after substantive changes had been made to the draft language as a result of public comment. Staff then proceeded with the formal rulemaking process for Rules 40D-2.321 (Duration of Permits) and 40D-2.331 (Modification of Permits), F.A.C. However, the version of the language that was adopted for Rule 40D-2.321 was erroneous and requires correction. These corrections reflect the correct, final version of the rule language drafted by the districts and DEP. Therefore, this item is before the Board for approval of the corrected rule language.

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

Strategic Plan

This rulemaking supports the District's Core Business Processes for Regulation and Water Resources Planning and Monitoring.

Exhibits

Exhibit 1 – Proposed Rule

Staff Recommendation:

Approve the proposed rule language to amend Rule 40D-2.321, F.A.C., to add the proposed language shown in Exhibit 1, in accordance with s. 373.250(9), F.S.

Presenter:

Michael Bray, Assistant General Counsel, Office of General Counsel

Exhibit A

40D-2.321 Duration of Permits.

(1) through (7), No change.

(8) An applicant is eligible for a permit duration of up to thirty years if the applicant proposes a new water supply development or water resource development project using reclaimed water that meets the advanced waste treatment standards for total nitrogen and total phosphorous as defined in paragraph section 403.086(4)(a), F.S. (2025 2024), as part of an application for consumptive use, provided the following conditions are met:

(a) No change.

(b) The applicant demonstrates how the quantifiable savings of the source utilized by the applicant associated with the new water supply development ~~or of~~ water resource development project either meets water demands beyond a 20-year permit duration or is completed for the purpose of meeting the requirements of a prevention or recovery strategy established pursuant to section Section 373.0421, F.S. (2025); and

(c) No change.

(d) The specific permit duration shall be calculated based on the following factors: the quantity of potable water offsets that will produce significant water savings, quantity of groundwater made available by the development of impact offsets, the duration for which the impact offset as defined in subparagraph 373.250(5)(a)1., F.S. (2025), addresses potential impacts to a minimum flow or minimum water level in prevention or recovery, the project implementation timeframe, and the demonstration of water demand based on projected growth, as calculated at the time of the application; and

(e) through (h), No change.

Rulemaking Authority 373.044, 373.103, 373.113, 373.171 FS. Law Implemented 373.103, 373.171, 373.219, 373.223, 373.227, 373.236, 373.250 FS. History—New 10-5-74, Amended 12-31-74, 10-24-76, 1-6-82, 3-11-82, Formerly 16J-2.13, Amended 10-1-89, 7-28-98, 1-1-03, 1-1-07, 2-13-08, 12-30-08, 6-30-10, 1-1-13, 5-19-14, 9-29-15, 12-28-25, _____.

CONSENT AGENDA

February 24, 2026

General Counsel's Report: Partial Release of Conservation Easement – Environmental Resource Permit Application No. 925397 – Withlacoochee River Electric Cooperative, Inc. Transmission Line at Pasco Town Center (Pasco County)

On September 2, 2025, PTC Community Development District (Applicant) submitted an Environmental Resource Permit (ERP) Application 925397 (Application) to authorize the partial release of a Conservation Easement for the construction of a transmission line along State Road 52 in Pasco County, known as the Withlacoochee River Electric Cooperative (WREC) Transmission Line at Pasco Town Center (Project). The Project area overlaps a .754-acre portion of a Conservation Easement (CE) currently held by the Southwest Florida Water Management District (District), originally conveyed by Sun Coast Factory Shops Limited Partnership (Sun Coast) as required under Permit No. 4313829.00 (Original Permit). The Original Permit was issued in 1997. PTC Community Development District and the Florida Department of Transportation (FDOT) are the successors-in-interest to Sun Coast and are the current fee-simple landowners of the Project area. For District staff to be able to approve the Application and issue the ERP for the Project, the District's Governing Board must authorize the partial release of the CE. Upon release of the CE, the Applicant will have the requisite ownership and control over the Project area to proceed with their application.

To address the economic value of the interest to be released, the Applicants are proposing compensation in the amount of \$8,000.00 payable to the District for the release of the CE. District staff have reviewed the proposal and determined that the compensation is reasonable and appropriately addresses the economic value of the interest to be released. To address the environmental value, the Applicants have purchased mitigation bank credits.

The release of the CE will be effectuated through a Partial Release of Conservation Easement and Quit Claim Deed, which is provided for the Governing Board's review as an exhibit to this recap. After the Partial Release of Conservation Easement and Quit Claim Deed is executed and recorded, and the Applicants pay the agreed-upon compensation to the District for the economic value of the interest to be released, then the Applicant will be able to proceed with their application for the ERP.

Strategic Plan

The release of this conservation easement aligns with the District's Core Business Processes, ensuring consistency in regulation and efficiency for land management resources.

Exhibits

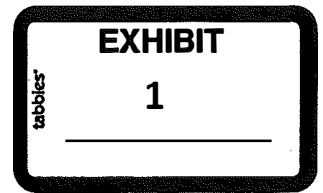
Exhibit 1 – Partial Release of Conservation Easement and Quit Claim Deed

Staff Recommendation:

Approve, accept, and execute the attached Partial Release of Conservation Easement and Quit Claim Deed for the WREC Transmission Line at Pasco Town Center.

Presenter:

Allison Dhand, Senior Attorney, Office of General Counsel



This instrument was prepared by and should be returned to:

Keith C. Smith, Esq.
Taylor Duma, LLP
238 N. Massachusetts Ave.
Lakeland, FL 33801

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

THIS PARTIAL RELEASE OF CONSERVATION EASEMENT AND QUIT CLAIM DEED (this "Release") is made and entered into this ___ day of _____, 2025 (the "Effective Date"), by the **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida public corporation, with an address of 2379 Broad Street, Brooksville, Florida 34604-6899 ("**SWFWMD**") in favor of **PTC COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government ("**PTC**"), with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** ("**FDOT**") with an address of 11201 McKinley Drive, Tampa, Florida 33612-6456.

WHEREAS, Sun Coast Factory Shops Limited Partnership, a Delaware limited partnership ("Sun Coast"), and SWFWMD entered into that certain Perpetual Conservation Easement, recorded August 25, 1997, in Official Records Book 3793, Page 1751, of the Public Records of Pasco County, Florida (the "Easement Agreement"), whereby Sun Coast granted to SWFWMD a perpetual conservation easement, as defined in Florida Statutes, Section 704.06 (the "Conservation Easement");

WHEREAS, PTC and FDOT, as successors-in-interest to Sun Coast, own certain parcels of real property encumbered by the Conservation Easement;

WHEREAS, FDOT desires that SWFWMD agree to the partial termination and release of the Conservation Easement over the land more particularly described in the attached **Exhibit A** (the "FDOT Released Acres"), and PTC also desires that SWFWMD agree to the partial termination and release of the Conservation Easement over the land more particularly described in the attached **Exhibit B** (the "PTC Released Acres");

WHEREAS, the PTC Released Acres and the FDOT Released Acres are collectively referred to as the "Released Acres";

WHEREAS, PTC and FDOT desire for SWFWMD to release the Released Acres from

the Conservation Easement to allow for Withlacoochee River Electric Cooperative, Inc., a Florida not for profit corporation, to construct and maintain electric utility facilities on the Released Acres;

WHEREAS, SWFWMD has agreed to the release of the Conservation Easement over the Released Acres.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SWFWMD hereto agrees as follows:

1. The recitals set forth above are true and correct and are incorporated into this Release by this reference.

2. Pursuant to Florida Statutes, Section 704.06(4), SWFWMD hereby voluntarily releases the PTC Released Acres from the Conservation Easement, and remises releases and quit claims all rights, title, interest conveyed to SWFWMD by the Conservation Easement in the PTC Released Acres to PTC. As of the Effective Date, all rights, benefits and obligations set forth in the Easement Agreement or related to the Conservation Easement are hereby extinguished and will no longer encumber or benefit, as the case may be, title to the PTC Released Acres or be binding on the owner(s) thereof, or their successors and/or assigns.

3. Pursuant to Florida Statutes, Section 704.06(4), SWFWMD hereby voluntarily releases the FDOT Released Acres from the Conservation Easement, and remises releases and quit claims all rights, title, interest conveyed to SWFWMD by the Conservation Easement in the FDOT Released Acres to FDOT. As of the Effective Date, all rights, benefits and obligations set forth in the Easement Agreement or related to the Conservation Easement are hereby extinguished and will no longer encumber or benefit, as the case may be, title to the FDOT Released Acres or be binding on the owner(s) thereof, or their successors and/or assigns.

4. This Release may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument. The terms of this Release will be binding upon the parties hereto, and their respective successors and/or assigns. Each person executing this Release on behalf of an entity, represents and warrants that he or she has the right, power and authority to execute and deliver this Release on behalf of such entity. The parties hereto will promptly execute such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Release. This Release will be governed and construed in accordance with the laws of the State of Florida.

[The remainder of this page is intentionally left blank. Signature page follows.]

[SIGNATURE PAGE TO PARTIAL RELEASE OF CONSERVATION EASEMENT AND QUIT CLAIM DEED]

IN WITNESS WHEREOF, SWFWMD has caused this Release to be executed by its Governing Board as of this ___ day of _____, 2025.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a Florida public corporation

By: _____

Name: _____

Its: _____

(SEAL)

ATTESTED:

By: _____

Name: _____

Its: _____

EXHIBIT A
(FDOT Released Acres)

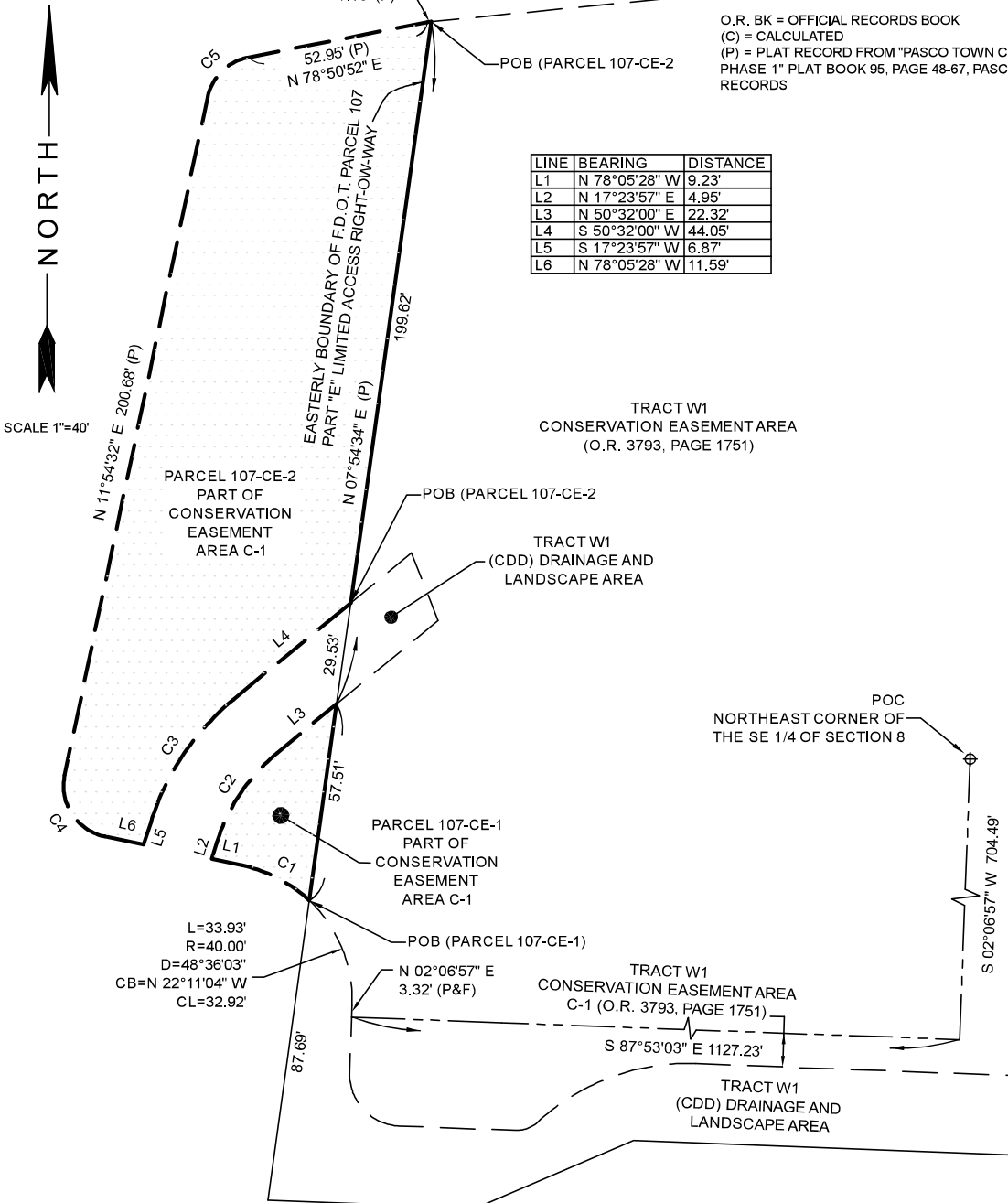
PREPARED BY:
PENINSULA SURVEYING & MAPPING CO., LLC
38820 OTIS ALLEN ROAD
ZEPHYRHILLS, FL 33540

SKETCH OF DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS:
POC = Point of Commencement
POB = Point of Beginning

O.R. BK = OFFICIAL RECORDS BOOK
(C) = CALCULATED
(P) = PLAT RECORD FROM "PASCO TOWN CENTER PHASE 1" PLAT BOOK 95, PAGE 48-67, PASCO CO. RECORDS



LINE	BEARING	DISTANCE
L1	N 78°05'28" W	9.23'
L2	N 17°23'57" E	4.95'
L3	N 50°32'00" E	22.32'
L4	S 50°32'00" W	44.05'
L5	S 17°23'57" W	6.87'
L6	N 78°05'28" W	11.59'

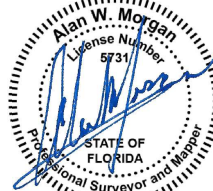
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.00'	22.07'	31°36'28"	S 62°17'14" E	21.79'
C2	55.00'	31.81'	33°08'03"	S 33°57'59" W	31.37'
C3	75.00'	43.37'	33°08'03"	S 33°57'59" W	42.77'
C4	15.00'	23.56'	90°00'00"	N 33°05'28" W	21.21'
C5	15.00'	17.52'	66°56'20"	N 45°22'42" E	16.54'

PROPERTY ADDRESS:

CERTIFIED TO:

WITHLACOOCHIE RIVER ELECTRIC COOPERATIVE, INC. ("WREC")

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALAN W. MORGAN, P.S.M 5731 ON 11/06/2025.



PENINSULA
Surveying & Mapping Co.

EXHIBIT "A" PARCEL DESCRIPTIONS

PARCEL 107-CE-1, being part of Conservation Easement Area C in Tract W-1 (per Plat of PASCO TOWN CENTER PHASE 1, as recorded in Plat Book 95, Pages 48–67, of the Public Records of Pasco County, Florida).

DESCRIPTION:

A parcel of land lying in Section 8, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

Beginning at the Northeast corner of the Southeast 1/4 of said Section 8; run thence along the East boundary of said Section 8, S.02°06'57"W., 704.49 feet; thence N.87°53'03"W., 1127.23 feet; thence N.02°06'57"E., 3.32 feet to a point of curvature; thence Northwesterly, 33.93 feet along the arc of a curve to the left having a radius of 40.00 feet and a central angle of 48°35'57" (chord bearing N.22°11'02"W., 32.92 feet) to a point on the Easterly boundary of F.D.O.T. Parcel 107, Part "E" as described in O.R. Book 8935, Page 2766 (and the West line of said Tract W-1) and the Point of Beginning; thence N.07°54'34"E., 57.51 feet; thence S.50°32'00"W., 44.05 feet to a point of curvature; thence Southwesterly, 31.81 feet along the arc of a curve to the left having a radius of 55.00 feet and a central angle of 33°08'03" (chord bearing S.33°57'59"W., 31.37 feet); thence S. 17°23'57"W, 4.95 feet; thence S.78°05'28"E., 9.23 feet to a point of curvature; thence Southeasterly, 22.07 feet along the arc of a curve to the left having a radius of 40.00 feet and a central angle of 31°36'28" (chord bearing S.62°17'14"E., 21.79 feet) to the Point of Beginning. Containing 1,005 square feet, or 0.02 acres, more or less.

AND

PARCEL 107-CE-2, being part of Conservation Easement Area C in Tract W-1 (per Plat of PASCO TOWN CENTER PHASE 1, as recorded in Plat Book 95, Pages 48–67, of the Public Records of Pasco County, Florida).

DESCRIPTION:

A parcel of land lying in Section 8, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

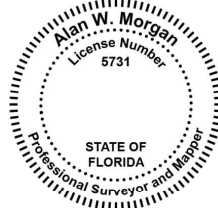
Beginning at the Northeast corner of the Southeast 1/4 of said Section 8; run thence along the East boundary of said Section 8, S.02°06'57"W., 704.49 feet; thence N.87°53'03"W., 1127.23 feet; thence N.02°06'57"E., 3.32 feet to a point of curvature; thence Northwesterly, 33.93 feet along the arc of a curve to the left having a radius of 40.00 feet and a central angle of 48°35'57" (chord bearing N.22°11'02"W., 32.92 feet) to a point on the Easterly boundary of F.D.O.T. Parcel 107, Part "E" as described in O.R. Book 8935, Page 2766 (and the West line of said Tract W-1); thence N.07°54'34"E., 87.04 feet to the Point of Beginning; thence S.50°50'32"W., 44.05 feet to a point of curvature; thence Southwesterly, 43.37 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 33°08'03" (chord bearing S.33°57'59"W., 42.77 feet); thence S. 17°23'57"W, 9.87 feet; thence N.78°05'28"W., 11.59 feet to the point of curvature.; thence Northwesterly, 23.56 feet along of a curve to the right having a radius of 15.00 feet and a central angle of 90°00'00" (chord bearing N.33°05'28"W., 21.21 feet); thence N.11°54'32"E., 200.68 feet to a point of curvature; thence Northeasterly 17.52 feet along a curve to the right having a radius of 15.00 feet and a central angle of 66°56'20 (chord bearing N.45°22'42"W., 16.54 feet; thence N.78°50'52"E., 52.95 feet; thence N.84°25'25"E., 1.15 feet; thence S.07°54'34"W., 170.09 feet to the Point of Beginning. Containing 13,666 square feet, or 0.314 acres, more or less.

PROPERTY ADDRESS:

CERTIFIED TO:

WITHLACOOCHEE RIVER ELECTRIC
COOPERATIVE, INC. ("WREC")

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND
ACCURATE REPRESENTATION OF A SURVEY PREPARED
UNDER MY DIRECTION. THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY ALAN W. MORGAN,
P.S.M 5731 ON 10/24/2025.



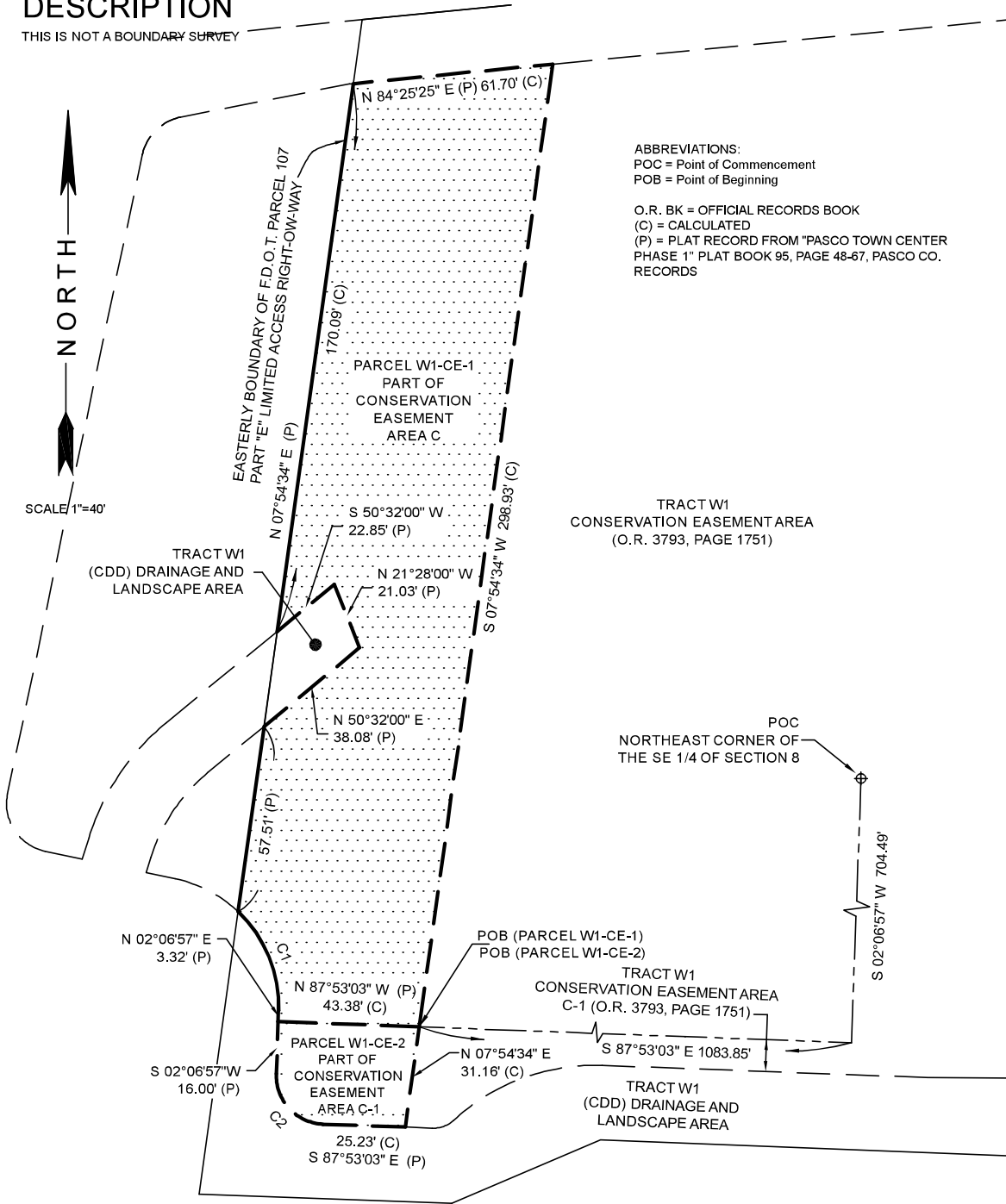
PENINSULA
Surveying & Mapping Co.

EXHIBIT B
(PTC Released Acres)

SKETCH OF DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

PREPARED BY:
PENINSULA SURVEYING & MAPPING CO., LLC
38820 OTIS ALLEN ROAD
ZEPHYRHILLS, FL 33540



ABBREVIATIONS:
POC = Point of Commencement
POB = Point of Beginning

O.R. BK = OFFICIAL RECORDS BOOK
(C) = CALCULATED
(P) = PLAT RECORD FROM "PASCO TOWN CENTER PHASE 1" PLAT BOOK 95, PAGE 48-67, PASCO CO. RECORDS

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	40.00'	33.93'	48°36'03"	N 22°11'04" W	32.92'
C2	15.00'	23.56'	90°00'00"	S 42°53'03" E	21.21'

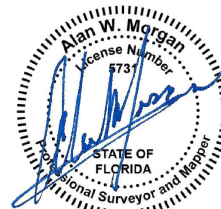
PAGE 1 OF 2 (NOT COMPLETE WITHOUT PAGE 2)

PROPERTY ADDRESS:

CERTIFIED TO:

WITHLACOCHEE RIVER ELECTRIC COOPERATIVE, INC. ("WREC")

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALAN W. MORGAN, P.S.M 5731 ON 10/27/2025.



PENINSULA
Surveying & Mapping Co.

EXHIBIT "B" PARCEL DESCRIPTIONS

PARCEL W1-CE-1 being part of Conservation Easement Area C in Tract W-1 (per Plat of PASCO TOWN CENTER PHASE 1, as recorded in Plat Book 95, pages 48-67, Official Records of Pasco County, Florida).

DESCRIPTION: A parcel of land lying in Section 8, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

From the Northeast corner of the Southeast 1/4 of said Section 8, run thence along the East boundary of said Section 8, S.02°06'57"W., 704.49 feet; thence N.87°53'03"W., 1083.85 feet to the POINT OF BEGINNING; thence continue N.87°53'03"W., 43.38 feet; thence N.02°06'57"E., 3.32 feet to a point of curvature; thence Northwesterly, 33.93 feet along the arc of a curve to the left having a radius of 40.00 feet and a central angle of 48°35'57" (chord bearing N.22°11'02"W., 32.92 feet) to a point on the Easterly boundary of F.D.O.T. Parcel 107 Part "E" as described in O.R. Book 8935, page 2766 (and the West line of said Tract W-1); thence N.07°54'34"E., 57.51 feet; thence N.50°32'00"E., 38.08 feet; thence N.21°28'00"W., 21.03 feet; thence S.50°32'00"W., 22.85 feet; thence N.07°54'34"E., 57.51 feet; thence N.07°54'34"E., 170.09 feet; thence N.84°25'25"E., 61.70 feet; thence along a line lying 60.00 feet East of and parallel with said West line of said Tract W-1, S.07°54'34"W., 298.93 feet to the POINT OF BEGINNING.

Containing 16,694 square feet, or 0.383 acres, more or less.

AND

PARCEL W1-CE-2 being part of Conservation Easement Area C-1 in Tract W-1 (per Plat of PASCO TOWN CENTER PHASE 1, as recorded in Plat Book 95, pages 48-67, Official Records of Pasco County, Florida).

DESCRIPTION: A parcel of land lying in Section 8, Township 25 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

From the Northeast corner of the Southeast 1/4 of said Section 8, run thence along the East boundary of said Section 8, S.02°06'57"W., 704.49 feet; thence N.87°53'03"W., 1083.85 feet to the POINT OF BEGINNING; thence continue N.87°53'03"W., 43.38 feet; thence S.02°06'57"W., 16.00 feet to a point of curvature; thence Southeasterly, 23.56 feet along the arc of a curve to the left having a radius of 15.00 feet and a central angle of 90°00'00" (chord bearing S.42°53'03"E., 23.56 feet) to a point of tangency; thence S.87°53'03"E., 25.23 feet; thence N.07°54'34"E., 31.16 feet to the POINT OF BEGINNING.

Containing 1,248 square feet, or 0.029 acres, more or less.

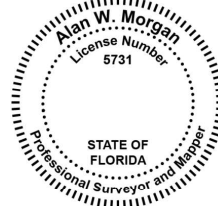
PAGE 2 OF 2 (NOT COMPLETE WITHOUT PAGE 1)

PROPERTY ADDRESS:

CERTIFIED TO:

WITHLACOCHEE RIVER ELECTRIC
COOPERATIVE, INC. ("WREC")

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND
ACCURATE REPRESENTATION OF A SURVEY PREPARED
UNDER MY DIRECTION. THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY ALAN W. MORGAN,
P.S.M 5731 ON 10/24/2025.



PENINSULA
Surveying & Mapping Co.

CONSENT AGENDA

February 24, 2026

General Counsel's Report: Approval of Settlement Agreement – Southwest Florida Water Management District and Stantec Consulting Services, Inc., – Gully Branch Upland Restoration Project (Hillsborough County)

The Gully Branch Upland Restoration Project (Project) is a District initiative for the restoration of an upland habitat on approximately 444 acres of predominantly fallow farm fields located in southeastern Hillsborough County, Florida. The objectives of the Project consist of eradication of all non-native plant species from the Project site, re-establishment of native herbaceous groundcover, and three years of maintenance of the Project site to prevent regrowth of non-native and nuisance plant communities.

In April 2019, the District awarded the contract to Cardno, Inc. (Cardno) in the amount of \$1,391,355. Cardno as bond principle, and Westchester Fire Insurance Company as surety, issued a Performance, Payment and Guaranty Bond securing all Cardno's payment, performance and guaranty obligations under the contract. In August 2023, with the District's consent, Cardno assigned all its rights under the contract to Stantec Consulting Services Inc. (Stantec) and Stantec assumed all rights and obligations of Cardno under the contract.

After a portion of the Project work was completed, certain disputes arose between the District and Stantec concerning the contract and the Project. After multiple attempts to resolve the disputes were unsuccessful, Stantec agreed to enter into a Settlement Agreement under the following terms: the contract will be cancelled as a termination without cause; the parties will agree to a full mutual general release discharging each other, and the surety, from all obligations and liability related to the contract; Stantec will pay \$1,400,000 to the District; and Stantec will remove all Stantec-generated trash including discarded silt fence, and all Stantec equipment from the Project, and will leave the existing hog fence and BMPs in place on the Project.

As of the date of this recap, Stantec has completed site preparation tasks, continued maintenance, and has established seeding over an approximate 50-acre area; and the District has paid Stantec approximately \$645,000.

Exhibits

Exhibit 1 – Proposed Settlement Agreement

Staff Recommendation:

1. Approve the proposed Settlement Agreement.
2. Authorize the General Counsel to execute all documents necessary to implement the Settlement Agreement and to make minor, non-substantive revisions as needed to correct errors or ensure consistency with the terms of the Settlement Agreement.

Presenter:

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

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this ___ day of February, 2026 (the “**Execution Date**”), by and between SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (the “**District**”) and STANTEC CONSULTING SERVICES INC. (“**Stantec**”). (The District and Stantec are sometimes hereafter individually referred to as a “**Party**,” and collectively referred to as “**Parties**”).

Background

A. On or about April 30, 2019, the District entered into a written agreement (the “**Agreement**”) with Cardno, Inc. (“**Cardno**”), wherein Cardno agreed to perform upland habitat restoration on approximately 444 acres of predominantly fallow farm fields located in the southeastern reaches of Hillsborough County, Florida, on a project known as the Gully Branch Upland Restoration Project (the “**Project**”);

B. Cardno as bond principal and Westchester Fire Insurance Company (“**WFIC**”) as surety, issued a Performance, Payment and Guaranty Bond (the “**Bond**”), securing all Cardno’s payment, performance and guaranty obligations under the Agreement. A copy of the Bond was recorded on April 22, 2019 as Instrument #2019163159 in O.R. Book 26552, pages 1877-1880 of the Public Records of Hillsborough County, Florida;

C. On or about October 6, 2022, the District and Cardno amended the Agreement to extend the expiration date of the Agreement to April 30, 2026 (“**First Amendment**”);

D. On or about August 4, 2023, Cardno assigned all its rights under the Agreement to Stantec; Stantec assumed all rights, obligations, terms, conditions, liability and indemnities of Cardno under the Agreement; and the District consented to such assignment and assumption;

E. On or about November 25, 2024, the District and Stantec further amended the Agreement to allow the use of Unmanned Aircraft Systems on the Project (“**Second Amendment**”). The Agreement, as amended by the First Amendment and Second Amendment is hereby referred to as the “**Agreement, as Amended**.”

F. Certain disputes have arisen between the District and Stantec concerning the Agreement, as Amended and the Project; and

G. The District and Stantec have agreed to resolve all outstanding disputes concerning the Agreement, as Amended and the Project on the terms and conditions set forth below.

Terms

1. **Background Recitals.** The foregoing background recitals are integral parts of this Settlement Agreement and are incorporated herein by reference.

2. **Contingency.** This Settlement Agreement shall be binding on the Parties, upon full execution hereof by both Parties, subject to the following contingency: Approval by the

District's Governing Board ("**Contingency**"). If the Contingency is not satisfied on or before February 25, 2026, this Settlement Agreement shall be null and void, and both Parties shall be released from all further obligations under this Settlement Agreement; and the Agreement, as Amended, shall remain in full force and effect and shall continue to govern the Parties' relationship on the Project. The date of approval of this Settlement Agreement by the District's Governing Board is hereby defined as the "**Effective Date.**"

3. **Stantec's Closing Obligations.** Within fifteen (15) days after the Effective Date, Stantec shall:

- a. make payment to the District by wire transfer in the amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00) ("**Settlement Payment**") in accordance with the wire transfer instructions to be provided by the District to Stantec;
- b. remove all Stantec-generated trash, including discarded silt fence from the Project; and
- c. remove all Stantec equipment from the Project.

TIME IS OF THE ESSENCE with respect to Stantec's obligations under paragraph 3a-c above. In addition, Stantec shall leave the existing hog fence and BMPs in place on the Project.

4. **Cancellation of Agreement, as Amended.** Upon the District's receipt of the Settlement Payment and the clearance thereof, the Agreement, as Amended shall be deemed cancelled, as a result of a mutual termination for convenience by both Parties.

5. **Payment of Subcontractors and Suppliers.** Stantec represents and warrants to the District that Stantec has paid in full, or will pay in full no later than February 23, 2026, all subcontractors and suppliers of any tier who performed work or furnished labor, materials, equipment or supplies on the Project for or on behalf of Stantec.

6. **Mutual Release.** Subject to the exception set forth in paragraph 6 below, the District and Stantec hereby waive, release and forever discharge each other and the other's predecessors, successors, parents, subsidiaries, affiliates, assigns, partners, stockholders, members, managers, officers, directors, heirs, executors, administrators, agents, associates, servants, employees, insurers, sureties (specifically including WFIC) and representatives, from any and all claims, actions and causes of action of any nature, whether at law or in equity, debts, liabilities and obligations, damages and demands, whether known or unknown and subsequently discovered, directly or indirectly relating to the Agreement, as Amended and the Project.

7. **Exception to Mutual Release.** Notwithstanding the foregoing, the mutual release set forth in paragraph 5 above shall not apply to the Parties' respective obligations under this Settlement Agreement.

8. **Discharge of Bond.** WFIC and Stantec are hereby released and forever discharged of any liability under the Bond.

9. **Interim Work.** Notwithstanding anything to the contrary in this Settlement Agreement, between the Execution Date and the Effective Date, the Parties agree that Stantec shall continue to perform the following work under the Agreement, as Amended: attend field progress meeting scheduled February 12, 2026, or such other date as is mutually agreed by the Parties.

10. **No Admission.** This Settlement Agreement represents the settlement of disputed claims and shall not constitute an admission by any Party hereto.

11. **Advice of Counsel; Mutual Negotiation.** The Parties represent and warrant that this Settlement Agreement was signed only after due consideration by each Party and after due consultation with their respective counsel, and that no Party was fraudulently induced, coerced or intimidated to sign this Settlement Agreement. Each Party acknowledges in signing this Settlement Agreement that it did not rely upon any oral or written statement or acts of any Party, other than as expressly stated in writing in this Settlement Agreement.

12. **Reliance upon Facts.** The Parties agree and understand that the facts upon which this Settlement Agreement is based may hereafter prove to be different from the facts known or believed to be true, and that facts not now known may be later discovered. The Parties accept and assume the risk that the facts may prove to be different or that facts that are not known may be discovered, and agree that all terms of this document shall in all respects be effective and that no mistake as to such facts, whether mutual or unilateral, nor any discovery of facts not now known, will justify rescission of this Settlement Agreement or any part hereof.

13. **Authorization, Non-Assignment.** Each Party to this Settlement Agreement represents and warrants to the other Party that the signatory on behalf of each Party is authorized to sign for and bind that Party and that they are the sole owners and holders of the claims referenced and released herein and have not assigned or transferred the rights to any claim that is the subject of this Settlement Agreement.

14. **Severance of Unenforceable Provisions.** Any paragraph or part of this Settlement Agreement that is found void or unenforceable shall be severed from this Settlement Agreement, and all other provisions of the Settlement Agreement shall remain in effect.

15. **Each Party Responsible for Their Own Fees and Costs.** Each Party shall be responsible for its own attorneys' fees and costs incurred through the Effective Date.

16. **Binding on Successors.** This Settlement Agreement will be binding on, and will inure to the benefit of, the Parties and their respective heirs, legal representatives, successors, and assigns.

17. **Attorneys' Fees and Costs.** In the event of any litigation related to or arising out of this Settlement Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

18. **Venue; Jurisdiction.** The Parties agree that the state courts for Hillsborough County, Florida shall be the sole and exclusive venue and jurisdiction for any litigation relating

to or arising out of this Settlement Agreement; and the Parties waive the right or privilege to venue and jurisdiction in any other location.

19. **Entire Agreement.** This Settlement Agreement represents the entire, integrated agreement between the Parties hereto, and supersedes all prior understandings, discussions, and agreements, oral or written, between the Parties hereto with respect to the subject matter hereof.

20. **Signatures.** By executing this Settlement Agreement, each Party declares, affirms and warrants that it understands and agrees to all provisions thereof.

21. **Counterparts; Facsimile/Electronic Transmission.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Settlement Agreement shall be binding upon the Parties upon the facsimile transmission or electronic transmission of an executed copy hereof by all Parties hereto.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

**STANTEC CONSULTING SERVICES
INC.**

By: _____

By: _____

Its: _____

Its: _____

CONSENT AGENDA

February 24, 2026

Executive Director's Report: Approve Governing Board Minutes – January 27, 2026

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



GOVERNING BOARD MEETING
TUESDAY, JANUARY 27, 2026 – 9:00 A.M.
7601 U.S.HIGHWAY 301 NORTH, TAMPA FL 33637
(813) 985-7481

Board Members Present

Ashley Bell Barnett, Secretary (Acting Chair)
Jack Bispham, Vice Chair*
John Hall, Treasurer
Kelly Rice, Member
Michelle Williamson, Member
Dustin Rowland, Member
James Holton, Member
Robert Stern, Member
Nancy H. Watkins, Member
Josh Gamblin, Member*
James Turner, Member
Brian Aungst, Jr., Member

*Attended via Electronic Media

Board Member(s) Absent

John Mitten, Chair

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 January 27 at 9:00 a.m., in the Tampa Office at 7601 U.S. Highway 301 North, Tampa, Florida 33637. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

Secretary Ashley Bell Barnett 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. Secretary Barnett 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. Secretary Barnett also requested that several individuals requesting 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 Oath of Office Board for Board Member

Secretary Barnett stated that Governor DeSantis appointed Mr. Brian Aungst, Jr., to the Governing Board.

Ms. Virginia Singer administered the Oath of Office to the new Board Member.

1.3 Invocation and Pledge of Allegiance

Board Member James Holton offered the invocation and led the Pledge of Allegiance.

1.4 Additions/Deletions to Agenda

Mr. Brian Armstrong, Executive Director, stated the following item was being moved from Consent to Discussion:

General Counsel's Report

2.6 Authorization to Issue Administrative Complaint and Order – Water Use Permit Violations: Overpumpage – Taylor Woodrow Communities at Artisan Lakes, L.L.C. – Water Use Permit No.: 20003744.013 (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 Gore spoke regarding managing of Florida hydrology.

Ms. Kim Wagler spoke in opposition of a proposed sand mine that may impact Saddlebag Lake Resort.

Ms. Kathy Pratt requested the District pre-empt the normal sequencing review process to evaluate potential environmental impacts for a proposed sand mine that may affect Saddlebag Lake Resort.

Mr. Vincent Accomando spoke regarding maintaining a fire break between his property in the Thousand Oaks subdivision and the District's adjacent property. He also requested that the District address trees that have fallen on his property as a possible result of previous fire break maintenance done by the District.

Mr. Brian Starford, Operations, Land and Resource Monitoring Division Director, stated that maintenance of fire breaks is prioritized based on the drought index of the District's properties. Staff are aware of Mr. Accomando's concerns and will contact him to re-evaluate conditions on the District's property. Board Member Michelle Williamson asked to be kept apprised.

Mr. David Ballard Geddis, Jr., addressed concerns related to county-authority regarding imposed fees and potential requirements for water pipe replacements by homeowners.

Consent Agenda

Finance/Outreach and Planning Committee

2.1 Office of Inspector General Calendar Year 2026 Audit Plan

Staff recommended the Board approve the Office of Inspector General Calendar Year 2026 Audit Plan.

Resource Management Committee

2.2 FARMS – Bowlegs Citrus, LLC – H840 (Polk County)

Staff recommended the Board:

1. Approve the Bowlegs Citrus LLC project for a not-to-exceed project reimbursement of \$76,550 provided by the Governing Board;
2. Authorize the transfer of \$76,550 from fund 010 H017 Governing Board FARMS Fund to the H840 Bowlegs Citrus, LLC project fund;
3. Authorize the Division Director to sign the agreement.

2.3 FARMS – Sweet Roots Family Farms Corp – H844 (Polk County)

Staff recommended the Board:

1. Approve the Sweet Roots Family Farms Corp project for a not-to-exceed project reimbursement of \$36,378 provided by the Governing Board;
2. Authorize the transfer of \$36,378 from fund 010 H017 Governing Board FARMS Fund to the H844 Sweet Roots Family Farms Corp project fund;
3. Authorize the Division Director to sign the agreement.

2.4 FARMS – Magic Greens Inc. – H845 (Hillsborough County)

Staff recommended the Board:

1. Approve the Magic Greens Inc. project for a not-to-exceed project reimbursement of \$544,985 provided by the Governing Board;
2. Authorize the transfer of \$544,985 from fund 010 H017 Governing Board FARMS Fund to the H845 Magic Greens Inc. project fund;
3. Authorize Assistant Executive Director to sign the agreement.

2.5 Starkey M10 Stormwater Facility Quality Improvements – Reduction of Scope and Budget (W106)

Staff recommended the Board authorize staff to amend the Starkey M10 Stormwater Facility Quality Improvements (W106) Cooperative Funding Agreement to:

1. Remove Pond 6C from the scope of work;
2. Decrease the treatment acres to 74, the TN removal to 310 lbs./yr., and the TP removal to 96 lbs./yr.;
3. Revise the project budget from \$648,000 to \$408,240 with the District and the County each contributing \$204,120.

General Counsel's Report

~~2.6 Authorization to Issue Administrative Complaint and Order – Water Use Permit Violations: Overpumpage – Taylor Woodrow Communities at Artisan Lakes, L.L.C. – Water Use Permit No.: 20003744.013 (Manatee County)~~

- ~~1. Authorize District staff to issue an Administrative Complaint and Order to Taylor Woodrow Communities at Artisan Lakes, L.L.C., and any other necessary party, to obtain compliance (including permit revocation), to recover an administrative fine/civil penalty, and to recover enforcement costs, litigation costs, and attorney's fees, if appropriate.~~
- ~~2. Authorize District staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Administrative Complaint and Order, including filing any appropriate actions in circuit court, if necessary.~~

2.7 Approval of Settlement Agreement and Consent Order – Permit Challenge DOAH Case No. 25-4171– Southeastern Freight Lines, Inc. v. Piper Road Owner, LLC and Southwest Florida Water Management District – Environmental Resource Permit No. 43045609.000 (Charlotte County)

Staff recommended the Board:

1. Approve the Consent Order.
2. Approve the Settlement Agreement.
3. Authorize District staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Consent Order and Settlement Agreement, including filing any appropriate actions in circuit court against any necessary party, if necessary.

Executive Director's Report

2.8 Approve Governing Board Minutes

Staff recommended the Board approve minutes as presented.

2.9 Approve Governing Board Workshop Minutes – December 16, 2025

Staff recommended the Board approve minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio – 00:24:09)

Finance/Outreach and Planning Committee

Treasurer John Hall called the committee to order.

3.1 Consent Item(s) Moved to Discussion – None

3.2 Investment Strategy Quarterly Update

Mr. John Grady, PTMA Financial Solutions, summarized the current economic forecast, which included Gross Domestic Product, inflation, consumer confidence, crypto currency, jobs/unemployment rates, consumer price index, interest rates and expectations. Mr. Grady provided an overview of the District's investment portfolios.

Staff recommended the Board accept and place on file the District's Quarterly Investment Report for the quarter ended December 31, 2025.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 00:43:32)

3.3 Status of the 2026 Consolidated Annual Report

Ms. MaryMargaret Hull, PMP, APR, Senior Planner, presented an overview and status update regarding the 2026 Consolidated Annual Report (CAR). She explained that water management districts are statutorily mandated to provide this report. Ms. Hull summarized the reports that are comprised within the CAR. She outlined highlights and summarized updates to the 2026-2030 Strategic Plan and annual work plan. A timeline associated with finalizing the report was also presented.

Ms. Hull stated that due to extreme weather in 2024, flood protection was added as a priority in all four planning regions and is reflected in funding associated with the Cooperative Funding Initiative program. In addition, resiliency has been added as a new core business process. She also explained the data and project information which was updated. Ms. Hull asked the Board to provide any comments by February 6.

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

3.4 Office of Inspector General Quarterly Update – October 1, 2025 to December 31, 2025

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

3.5 Budget Transfer Report

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

3.6 Florida Department of Revenue (FDOR) – Truth in Millage (TRIM) Certification

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

Resource Management Committee

Board Member Dustin Rowland called the committee to order.

4.1 Consent Item(s) Moved to Discussion - None

4.2 Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum Levels for Lake Angelo and Lake Denton in Highlands County and Accept the Final Draft Reports

Mr. T.J. Venning, PWS, Senior Environmental Scientist, outlined the criteria, legal directives and adaptive management processes that are used to develop and implement Minimum Flows and Levels (MFLs). Mr. Venning provided a timeline of activities associated with the re-evaluation of MFLs currently established for Lakes Angelo and Denton. He summarized the processes, environmental criteria, and hydrologic modeling that were used. Mr. Venning described the peer-reviewed standards, including the Xeric Wetland Offset Standard, that were used for development of re-evaluated, proposed MFLs for each lake. He also summarized screening information that was assessed for the lakes to ensure all relevant environmental values were considered for development of the proposed MFLs. Mr. Venning responded to questions.

Staff recommended the Board:

1. Accept the report entitled "Reevaluation of Minimum Levels for Lake Angelo in Highlands County, Florida, November 18, 2025."
2. Accept the report entitled "Reevaluation of Minimum Levels for Lake Denton in Highlands County, Florida, November 18, 2025."
3. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
4. Initiate rulemaking and approve the proposed rule language to amend Rule 40D-8.624, F.A.C., to replace the previously approved minimum levels with the proposed minimum levels for Lakes Angelo and Denton in Highlands County, as shown in the Exhibit.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio –01:15:37)

4.3 Lower Hillsborough River Recovery Strategy – Third Five-Year Assessment

This was for information only. No action was required.

Regulation Committee

Board Member James Holton called the committee to order.

5.1 Consent Item(s) Moved to Discussion – None

5.2 Modification of Water Shortage Order SWF 25-015 from Phase I to Modified Phase II

Ms. April Breton, Water Use Bureau Chief, provided information regarding current hydrologic conditions. This included data indicating current conditions are critically below normal. She summarized the four phases of the District water shortages. Ms. Breton provided an overview of the proposed modified water shortage order.

Staff recommended the Board approve the First Modification to Water Shortage Order No. SWF 25-015 to move from Phase I to a modified Phase II water shortage.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:23:43)

Operations, Lands and Resource Monitoring Committee

No items were presented.

6.1 Consent Item(s) Moved to Discussion - None

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion

2.6 Authorization to Issue Administrative Complaint and Order – Water Use Permit Violations: Overpumpage – Taylor Woodrow Communities at Artisan Lakes, L.L.C. – Water Use Permit No.: 20003744.013 (Manatee County)

Mr. Chris Tumminia, General Counsel, explained that this item was moved due to a conflict of interest for Board Member James Turner.

Board Member Turner recused himself from any discussion and voting on this item. He explained his family maintains a contractual relationship with Taylor Morrison.

1. Authorize District staff to issue an Administrative Complaint and Order to Taylor Woodrow Communities at Artisan Lakes, L.L.C., and any other necessary party, to obtain compliance (including permit revocation), to recover an administrative fine/civil penalty, and to recover enforcement costs, litigation costs, and attorney's fees, if appropriate.
2. Authorize District staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Administrative Complaint and Order, including filing any appropriate actions in circuit court, if necessary.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:24:41)

7.2 Affirm Governing Board Committee Actions

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:24:38)

Board Member Michelle Williamson asked about the request that was presented during public comments regarding a potential sand mine. She asked General Counsel if the District has the authority to review for environmental impacts prior to receiving a permit. Mr. Chris Tumminia stated that the District does not control the order of sequencing for projects. He summarized statutory language that prohibits the District from conditioning a permit from another agency.

Board Member Williamson asked if there were merits to the issues presented. Ms. Michelle Hopkins, Regulation Division Director, stated that at this time there is a lack of information to provide that determination. She explained that a water use permit will be required and staff will make determinations based on evaluation of the application. Ms. Hopkins stated the District's statutory authority is limited but staff will provide any assistance possible. Discussion ensued.

Committee/Liaison Reports

8.1 Agricultural & Green Industry Advisory Committee

A written summary of the December 2 meeting was provided.

Executive Director's Report

9.1 Executive Director's Report

No items were presented.

Chair's Report

10.1 Chair's Report

Secretary Barnett asked if the Board had any matters which should be considered for discussion or action at the next meeting. None were presented.

The next meeting is scheduled for Tuesday, February 24 at 9:00 a.m., at the Brooksville office.

10.2 Employee Milestones

A written summary was provided.

Adjournment

The meeting adjourned at 10:36 a.m.

DRAFT

Governing Board Meeting

February 24, 2026

3.	RESOURCE MANAGEMENT COMMITTEE	
3.1	Discussion: Consent Item(s) Moved to Discussion	174
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RESOURCE MANAGEMENT COMMITTEE

February 24, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE

February 24, 2026

Discussion: Information Item: Knowledge Management: Cooperative Funding Initiative Governing Board Policy

Purpose

To discuss proposed updates to the Cooperative Funding Initiative (CFI) Governing Board Policy.

Background/History

At the Governing Board Meeting on December 16, 2025, the Board approved the elimination of the Regional Subcommittee meetings for the FY2027 CFI review process. Additionally, the Board discussed potential revisions to the CFI Policy to formalize this change. Currently, the CFI Policy allows for deviations from the Regional Subcommittee review process if approved by the Board.

In line with the Board's direction, staff has proposed revisions to the CFI Policy that will remove the Regional Subcommittee meetings from future CFI review processes. Under the proposed policy, the Board will directly review project information, scoring, and funding recommendations, ultimately providing final funding approval.

The proposed revisions are detailed in the attached exhibit of the CFI Policy. The revised policy will be presented to the Governing Board for consideration and approval at a future meeting.

Strategic Plan

This Knowledge Management document supports the District's Cooperative Funding Initiative (CFI) program and the District Core Business Processes of Knowledge Management.

Exhibits

- Exhibit 1 – Cooperative Funding Initiative Governing Board Policy – Clean Draft
- Exhibit 2 – Cooperative Funding Initiative Governing Board Policy – Redline Draft

Staff Recommendation:

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

Presenter:

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

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Cooperative Funding Initiative

Document Owner: Resource Management Division Director

Approved By: Board Chair

Effective Date: MM/DD/YYYY

Supersedes: 03/28/2023

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PURPOSE

In accordance with Chapter 373, Florida Statutes (F.S.), the Governing Board (Board) may participate and cooperate with counties, municipalities, water supply authorities, and other interested entities in water management programs and projects of mutual benefit, provided such programs and projects are consistent with the District's statutory authority and will ensure proper development, utilization, and conservation of the water resources and ecology within the jurisdictional boundaries of the District. In addition, the Governing Board will implement the state's Water Protection and Sustainability Program through its Cooperative Funding Initiative if state funds are appropriated for this program.

SCOPE

This Policy applies to projects submitted by cooperators as a part of the Cooperative Funding Initiative.

AUTHORITY

Chapter 373, Florida Statutes

DEFINITIONS

N/A.

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date: MM/DD/YYYY

Page 2 of 6

POLICY GUIDELINES

The following guidelines apply to all projects. The Board may deviate from the guidelines for a specific project if it determines that such deviation would be appropriate.

- 1) The Board will give priority consideration to those projects designed to further the implementation of the District Strategic Plan, Water Management Plan, Comprehensive Watershed Management Plans, Surface Water Improvement and Management Plans, and Regional Water Supply Plan.
- 2) The Board will consider the applicant's efforts in developing, implementing, and enforcing best water management practices, including but not limited to, conservation-oriented water rate structures and irrigation, landscape and flood protection ordinances.
- 3) Funding may be provided to assist with the cost of data collection, research, feasibility studies, conservation and environmental education initiatives; ecosystem restoration, water resource investigation and plan development; and design, permitting and construction of capital projects. Funding is not available for operation and maintenance, payment of debt, and projects required by local, state or federal permits, unless approved by the Board.
- 4) Funding assistance will be contingent upon concurrent project action and commitment by the applicant to ensure the project goals will be implemented.
- 5) The Board will consider funding based on the applicant's ability to demonstrate that such funding is necessary to make the project economically feasible.
- 6) The applicant must demonstrate any matching funds have been appropriated, are contained within a Capital Improvement Plan, or otherwise committed to the project.
- 7) State and federal appropriations and grants:
 - a) The cooperator's funding match is based on the initial Board-approved project amount and cannot include state or federal appropriations, or grant monies.
 - b) District funding will not increase above the Board-approved funding amount. The District will not fund any project cost increases.
 - c) State or federal appropriations, or grant monies, may be used to cover project cost increases. Should those state or federal appropriations, or grant monies, exceed project cost increases, the remaining funds will be used to equally reduce the District's funding amount and the cooperator's Board-approved match.
 - d) If project costs are equal to or less than the initial Board-approved project amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the cooperator's Board-approved match.
 - e) The National Estuary Program is excluded from this provision.
- 8) Pursuant to the provisions of Section 288.06561, F.S., the Board may reduce or waive requirements for matching funds when requested by rural counties or municipalities, as defined by Subsection 288.0656(2), F.S.

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date: MM/DD/YYYY

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- 9) All applications submitted for funding consideration must be signed by a single Senior Administrator acting as a coordinator for the Cooperative Funding Initiative. If an applicant submits multiple applications, an overall ranking of the projects is required. Final decisions regarding the funding of project proposals are the exclusive responsibility of the Board.
- 10) To be eligible for District cooperative funding, a septic conversion project must receive at least 50% funding based on the initial Board-approved project amount from the state or the Florida Department of Environmental Protection; the project must be located within a first-magnitude spring Basin Management Action Plan boundary; and local ordinances must be in place supporting Florida Statutes to require connection and restrict new conventional septic systems.
- 11) The Board will review project information, project scoring and funding recommendations and will provide final funding approval.
- 12) All funding applications for construction projects will require preliminary design plans and cost estimates be submitted at the time of application. The applicant will be required to submit the results of an independent third-party review with the funding application if the project is estimated to cost more than \$5,000,000. This review is to confirm the project cost, schedule, and ability of the project to meet the proposed resource benefit.
- 13) The Governing Board delegates contract execution authority for Board approved projects to the Executive Director who may delegate, in writing, any or all approval to one or more designee.
- 14) In determining whether, and how much funding will be provided by the District, the District will consider the project benefit and costs effectiveness metrics.

The following additional guidelines apply to potable alternative water supply projects:

It is the express intent of the Board to utilize its incentive based funding to encourage the development of fully integrated, robust, multijurisdictional water supply systems composed of diverse sources (i.e., groundwater, surface water, off-stream reservoirs, desalination, etc.), managed in a manner that takes full advantage of Florida's intense climatic cycles to ensure reliable, sustainable and drought resistant systems, which maximize the use of alternative supplies to the greatest extent practicable. Alternative water supplies include indirect and direct potable reuse (IPR/DPR) projects. Multijurisdictional means two or more water utilities or local governments that have been organized into a larger entity or have entered into an interlocal agreement or contract for the purpose of more efficiently pursuing water supply development or alternative water supply development projects pursuant to a regional water supply plan. The water supply systems of the multijurisdictional entity must be interconnected and must have a formalized operational management agreement that ensures the interconnected supplies are managed in a manner consistent with the Board's intent as described herein. All operational agreements between multijurisdictional entities will be evaluated by the District and must be deemed consistent with the Board's intent as described herein.

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Consistent with Section 373.707, F.S., the District shall prioritize funding for alternative water supply projects owned, operated and controlled, or perpetually controlled by a Regional Water Supply Authority (RWSA) or a regional entity created by an interlocal agreement that establishes a separate legal entity, with sufficient authority to fund, own, construct, operate and maintain alternative potable water supply systems. The regional entity must be recognized by the Board through a commitment of funds that assist in the establishment of the entity.

- 1) Projects that do not meet the multijurisdictional criteria will not be considered for funding.
- 2) If a member government of a RWSA proposes a potable water supply project, it must be submitted by the RWSA to be considered for District funding.
- 3) Projects submitted by non-member governments within the service area of a RWSA will be considered for funding only if the non-member government has reviewed its plan with the RWSA to ensure the project is not inconsistent with the RWSA plan. The non-member government must submit an affirmative written statement from the RWSA indicating that the project is not inconsistent with RWSA plan.
- 4) All potable alternative water supply projects will be required to identify the quantity of alternative water supply that will be made available upon completion of the project. It is the intent of the Board that the quantity made available will be used as "base supply". The base supply will be clearly defined by the cooperator on a project-by-project basis and will include, but not be limited to, the overall alternative water supply system capacity, typically expressed in million gallons per day, the expected annual average use for the life of the project, as well as the frequency and timing of use of the available alternative water supply quantities. The base supply defined by the cooperator will be reviewed and approved by the Board as a part of the Cooperative Funding Initiative project review and budgeting process. The cooperative funding agreement between the District and the cooperator will include the base supply requirements approved by the Board. The Board may consider adjustments to a project's base supply quantity and definition by amendment of the cooperative funding agreement.

DISTRIBUTION

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

REFERENCES

Chapter 373, Florida Statutes

Chapter 40D-2, Florida Administrative Code

REVIEW PERIOD

This Policy will be reviewed annually by staff. Any necessary changes will be brought to the Governing Board.

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date: MM/DD/YYYY

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DOCUMENT DETAILS

Document Name	Cooperative Funding Initiative
Formerly Known As	N/A
Document Type	Policy
Author(s)	Scott Letasi, P.E., Engineering and Project Management Bureau Chief
Reviewing Stakeholder(s)	Office of General Counsel, Senior Staff, and Executive Staff
Document Owner Name	Jennette Seachrist, P.E.
Document Owner Title	Resource Management Division Director
Review Period (in days)	365
Span of Control	Governing Board
Supersedes Date	03/28/2023
Effective Date	MM/DD/YYYY

APPROVAL

John Mitten
Chair

Date

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Cooperative Funding Initiative

Document Owner: Resource Management Division Director

Approved By: Board Chair

Effective Date: 03/28/2023

Supersedes: 03/28/2023 ~~07/26/2022~~

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PURPOSE

In accordance with Chapter 373, Florida Statutes (F.S.), the Governing Board (Board) may participate and cooperate with counties, municipalities, water supply authorities, and other interested entities in water management programs and projects of mutual benefit, provided such programs and projects are consistent with the District's statutory authority and will ensure proper development, utilization, and conservation of the water resources and ecology within the jurisdictional boundaries of the District. In addition, the Governing Board will implement the state's Water Protection and Sustainability Program through its Cooperative Funding Initiative if state funds are appropriated for this program.

SCOPE

This Policy applies to projects submitted by cooperators as a part of the Cooperative Funding Initiative.

AUTHORITY

Chapter 373, Florida Statutes

DEFINITIONS

N/A.

GOVERNING BOARD POLICY

Title: Cooperative Funding Initiative

Effective Date: ~~03/28/2023~~

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POLICY GUIDELINES

The following guidelines apply to all projects. The Board may deviate from the guidelines for a specific project if it determines that such deviation would be appropriate.

- 1) The Board will give priority consideration to those projects designed to further the implementation of the District Strategic Plan, Water Management Plan, Comprehensive Watershed Management Plans, Surface Water Improvement and Management Plans, and Regional Water Supply Plan.
- ~~2) The District is committed to supplier diversity in the performance of all contracts associated with District Cooperative Funding projects. The District requires the cooperator to make good faith efforts to encourage the participation of minority and women-owned business enterprises, both as prime contractors and sub-contractors, in accordance with applicable laws.~~
- 3) The Board will consider the applicant's efforts in developing, implementing, and enforcing best water management practices, including but not limited to, conservation-oriented water rate structures and irrigation, landscape and flood protection ordinances.
- 4) Funding may be provided to assist with the cost of data collection, research, feasibility studies, conservation and environmental education initiatives; ecosystem restoration, water resource investigation and plan development; and design, permitting and construction of capital projects. Funding is not available for operation and maintenance, payment of debt, and projects required by local, state or federal permits, unless approved by the Board.
- 5) Funding assistance will be contingent upon concurrent project action and commitment by the applicant to ensure the project goals will be implemented.
- 6) The Board will consider funding based on the applicant's ability to demonstrate that such funding is necessary to make the project economically feasible.
- 7) The applicant must demonstrate any matching funds have been appropriated, are contained within a Capital Improvement Plan, or otherwise committed to the project.
- 8) State and federal appropriations and grants:
 - a) The cooperator's funding match is based on the initial Board-approved project amount and cannot include state or federal appropriations, or grant monies.
 - b) District funding will not increase above the Board-approved funding amount. The District will not fund any project cost increases.
 - c) State or federal appropriations, or grant monies, may be used to cover project cost increases. Should those state or federal appropriations, or grant monies, exceed project cost increases, the remaining funds will be used to equally reduce the District's funding amount and the cooperator's Board-approved match.
 - d) If project costs are equal to or less than the initial Board-approved project amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the cooperator's Board-approved match.
 - e) The National Estuary Program is excluded from this provision.

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- 9) Pursuant to the provisions of Section 288.06561, F.S., the Board may reduce or waive requirements for matching funds when requested by rural counties or municipalities, as defined by Subsection 288.0656(2), F.S.
- 10) All applications submitted for funding consideration must be signed by a single Senior Administrator acting as a coordinator for the Cooperative Funding Initiative. If an applicant submits multiple applications, an overall ranking of the projects is required. Final decisions regarding the funding of project proposals are the exclusive responsibility of the Board.
- 11) To be eligible for District cooperative funding, a septic conversion project must receive at least 50% funding based on the initial Board-approved project amount from the state or the Florida Department of Environmental Protection; the project must be located within a first-magnitude spring Basin Management Action Plan boundary; and local ordinances must be in place supporting Florida Statutes to require connection and restrict new conventional septic systems.
- ~~12) The Board will review project information, project scoring and funding recommendations and will provide final funding approval. create four regional sub-committees that match the District's regional water supply planning areas. The subcommittees will consist of Governing Board members from those areas and Board members from other areas as needed to create a committee of at least three members who will be appointed by the Board Chair. The regional sub-committees will hold two public meetings to review project applications, unless the Governing Board approves a deviation from the regional sub-committee review process. The role of the sub-committees will be to:
 - a) Review project information, project scoring, and funding recommendations;
 - b) Accept cooperator and general public comments on projects;
 - c) Identify any projects that need to be presented for full Board consideration;
 - d) Provide funding recommendations to the Board for all projects in that region.
 - e) The Board will provide final funding approval on all projects.~~
- 13) All funding applications for construction projects will require preliminary design plans and cost estimates be submitted at the time of application. The applicant will be required to submit the results of an independent third-party review with the funding application if the project is estimated to cost more than \$5,000,000. This review is to confirm the project cost, schedule, and ability of the project to meet the proposed resource benefit.
- 14) The Governing Board delegates contract execution authority for Board approved projects to the Executive Director who may delegate, in writing, any or all approval to one or more designee.
- 15) In determining whether, and how much funding will be provided by the District, the District will consider the project benefit and costs effectiveness metrics.

The following additional guidelines apply to potable alternative water supply projects:

It is the express intent of the Board to utilize its incentive based funding to encourage the development of fully integrated, robust, multijurisdictional water supply systems composed of diverse sources (i.e., groundwater, surface water, off-stream reservoirs, desalination, etc.), managed in a manner that takes full advantage of Florida's intense climatic cycles to ensure

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reliable, sustainable and drought resistant systems, which maximize the use of alternative supplies to the greatest extent practicable. Alternative water supplies include indirect and direct potable reuse (IPR/DPR) projects. Multijurisdictional means two or more water utilities or local governments that have been organized into a larger entity or have entered into an interlocal agreement or contract for the purpose of more efficiently pursuing water supply development or alternative water supply development projects pursuant to a regional water supply plan. The water supply systems of the multijurisdictional entity must be interconnected and must have a formalized operational management agreement that ensures the interconnected supplies are managed in a manner consistent with the Board's intent as described herein. All operational agreements between multijurisdictional entities will be evaluated by the District and must be deemed consistent with the Board's intent as described herein.

Consistent with Section 373.707, F.S., the District shall prioritize funding for alternative water supply projects owned, operated and controlled, or perpetually controlled by a Regional Water Supply Authority (RWSA) or a regional entity created by an interlocal agreement that establishes a separate legal entity, with sufficient authority to fund, own, construct, operate and maintain alternative potable water supply systems. The regional entity must be recognized by the Board through a commitment of funds that assist in the establishment of the entity.

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REFERENCES

Chapter 373, Florida Statutes

Chapter 40D-2, Florida Administrative Code

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REVIEW PERIOD

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DOCUMENT DETAILS

Document Name	Cooperative Funding Initiative
Formerly Known As	N/A
Document Type	Policy
Author(s)	Scott Letasi, P.E., Engineering and Project Management Bureau Chief
Reviewing Stakeholder(s)	Office of General Counsel, Senior Staff, and Executive Staff
Document Owner Name	Jennette Seachrist, P.E.
Document Owner Title	Resource Management Division Director
Review Period (in days)	365
Span of Control	Governing Board
Supersedes Date	07/26/2022 03/28/2023
Effective Date	03/28/2023

APPROVAL

~~John Mitten-Joel A. Schleicher~~
Chair

Date

RESOURCE MANAGEMENT COMMITTEE

February 24, 2026

Discussion: Information Item: Fiscal Year 2027 Cooperative Funding Initiative Preliminary Project Evaluations

Purpose

To update the Board on the fiscal year (FY) 2027 Cooperative Funding Initiative (CFI) preliminary project evaluations and scores, select projects for future presentation and discuss funding options, the timelines and next steps in the CFI process.

Background

On October 3, 2025, the District received 28 CFI applications, requesting \$77.3 million in FY2027 District funding. The applications include seven prioritized alternative water supply projects requesting \$65.3 million and 21 new projects requesting \$12.0 million.

The FY2027 CFI applications have been compiled by region, distributed to the Governing Board members at the December Board meeting, and posted on the District's website at <https://www.swfwmd.state.fl.us/business/finance/cooperative-funding-initiative>

Discussion

District staff have evaluated, scored, and prepared preliminary evaluations for each project. The evaluations can be viewed on the CFI Webpage. Staff will present a summary of the funding applications received, preliminary project evaluations and scores, request projects for future presentation and discuss funding options, the timelines and next steps in the CFI process.

Final staff evaluations will be presented in April along with the requested project presentations. Final approval of the FY2027 projects for inclusion in the Recommended Annual Service Budget (RASB) will be requested at the April Board meeting.

Strategic Plan

The FY2027 CFI supports the following Strategic Initiatives, Regional Priorities and Core Business Processes of the Districts Strategic Plan.

- Alternative Water Supplies
- Water Conservation
- Water Quality Maintenance and Improvement
- Water Quality Assessment and Planning
- Natural Systems Conservation, Restoration and Management
- Floodplain Management
- Flood Protection Programs, Projects and Regulations
- Heartland Region Priority: Implement Southern Water Use Caution Area (SWUCA) Recovery Strategy
- Tampa Bay Region Priority: Implement Minimum Flow and Level (MFL) Recovery Strategies.
- Tampa Bay Region Priority: Improve Lake Thonotosassa, Tampa Bay, Lake Tarpon and Lake Seminole.
- All Region Priority – Flood Protection
- Innovative Projects

Exhibits

To be provided under separate cover.

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting
February 24, 2026

4. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

4.1 **Discussion:** Consent Item(s) Moved to Discussion 189

4.2 **Discussion:** Information Item: Hydrologic Conditions Report 190

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

February 24, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

February 24, 2026

Discussion: Information Item: Hydrologic Conditions Report

- January marks the fourth month of the eight-month dry season (October through May). Rainfall was scattered, lower-than-expected, regionally variable and associated with multiple cold front systems. Several cold weather systems brought unusually cold, dry air and freezing temperatures to areas of the District.
- Rainfall: Provisional (Jan. 1-31) rainfall totals were significantly below normal in all three regions of the District. The Districtwide 12-month cumulative rainfall total worsened, ending the month at a deficit of 13.60 inches below the long-term historical average.
- Streamflow: Monthly streamflow decreased at ten of 12 monitoring stations, while flow remained unchanged at two stations, compared to last month. Six stations had below-normal flow, five had much-below-normal flow, while one had normal flow. Regional streamflow, based on three index rivers, ended the month much below normal in the northern and southern counties, while below normal in the central counties.
- Groundwater: Regional aquifer-level percentiles decreased in the northern and central counties, while increasing in the southern counties, compared to last month. Regional aquifer-level percentiles ended the month below normal in the northern and southern counties, while normal in the central counties.
- Lake Levels: Regional lake levels declined in all four lake regions of the District, compared to last month. Average lake levels ended the month below normal in the Northern, Tampa Bay and Lake Wales Ridge regions, while normal in the Polk Uplands region.
- Overall: Below-normal rainfall in January resulted in further declines in hydrologic conditions. The National Oceanic and Atmospheric Administration (NOAA) predicts below-normal rainfall through April 2026. Extended drier-than-normal rainfall conditions into spring would worsen overall hydrologic conditions. The risk for wildfire in January increased in many areas of the District.

Strategic Plan

Water Resources Planning and Monitoring Core Business Process.

Exhibits

None.

Staff Recommendation:

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

Presenter:

Tamera McBride, Hydrologic Data Manager, Data Collection Bureau

Governing Board Meeting
February 24, 2026

5. FINANCE/OUTREACH & PLANNING COMMITTEE

5.1 **Discussion:** Consent Item(s) Moved to Discussion 191

5.2 **Submit & File:** Information Item: Budget Transfer Report..... 192

FINANCE/OUTREACH & PLANNING COMMITTEE

February 24, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

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

FINANCE/OUTREACH & PLANNING COMMITTEE

February 24, 2026

Submit & File: Information Item: Budget Transfer Report

Purpose

Provide the Budget Transfer Report covering all budget transfers made during the month of January 2026.

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of January 2026.

Exhibits

Exhibit 1 – Budget Transfer Report

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
January 2026

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason for Transfer	Transfer Amount
<u>Change from Original Budget Intent</u>				
1	Communications and Board Services Other Contractual Services	Communications and Board Services Training Events Onsite	Transfer of funds originally budgeted for document remediation to meet the Americans with Disabilities Act (ADA) website accessibility standards. Funds are no longer required due to current year expenditures anticipated to be less than budgeted. The funds are required for Districtwide training on new ADA website accessibility standards that will take effect in 2027 for state and local governments.	\$ 15,775.00
2	Information Technology Cloud Software Usage Fees	Information Technology Other Contractual Services	Transfer of funds originally budgeted for the second year of cloud subscription fees for a new Information Technology Services Management (ITSM) system. Funds are no longer needed due to implementation of the new ITSM system not being initiated before the current fiscal year. Funds are required for a certified implementation specialist to lead configuration and rollout of the new ITSM system, ensuring the system is optimized for District-specific workflows.	65,608.92
3	Land Resources Information Technology Helicopter Services Equipment - Non-Capital Outlay	Information Technology Equipment - Outside	Transfer of funds originally budgeted for helicopter services to support aerial prescribed burning on conservation lands, as well as a new observation drone for various land management activities. Expenditures for helicopter services are expected to be less than originally anticipated due to drought conditions limiting aerial burning opportunities this year. The savings in helicopter services are being transferred to provide an additional \$5,500 required to procure a new observation drone that meets federal regulations. The budget was based on a model that is no longer in production and the funds are being transferred to the appropriate accounting codes to track District assets since the cost now exceeds the \$5,000 capitalization threshold.	10,000.00
4	Natural Systems & Restoration Cooperative Program - USGS	Operations Rental of Other Equipment Landfill and Disposal Fees Parts and Supplies Equipment - Non-Capital Outlay Contracted Construction Other Contractual Services	Transfer of funds originally budgeted for surface water data collection and reporting with the U.S. Geological Survey (USGS) to support the District's Minimum Flows and Levels (MFL) program. Funds are no longer required due to a reduction in services from the USGS, resulting in savings from some data collection being performed in-house. Funds are required for various activities associated with establishing the newly acquired Kirkland Ranch Preserve property for conservation purposes. Activities include refurbishment of a security residence, removal of unsafe and non-repairable structures, maintenance of roads, trees and trails, and installation of fencing.	60,000.00
Total Change from Original Budget Intent				\$ 151,383.92
<u>Consistent with Original Budget Intent</u>				
1	Operations Micro/Digital Imaging Services	General Services Micro/Digital Imaging Services	Funds are needed for the original budgeted purpose for outsourced file conversion of Structure Operations records from paper to digital. The funds are being transferred from the Structure Operations section to the Records Services section for oversight of the project.	\$ 20,000.00

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
January 2026

Item No.	--- TRANSFERRED FROM ---	--- TRANSFERRED TO ---	Reason for Transfer	Transfer Amount
	Bureau / Expenditure Category	Bureau / Expenditure Category		
2	Land Resources Capitalized - Contracted Construction	Land Resources Equipment - Non-Capital Outlay	Funds are needed for the original budgeted purpose for a wastewater dump tank and containment tank associated with improvements to support the campground host site at Potts Preserve. The cost of the equipment is less than anticipated, therefore the funds are being transferred for the appropriate accounting of equipment below the \$5,000 capitalization threshold.	3,000.00
3	Water Resources Engineering and Project Management Grant - Financial Assistance	Water Resources Engineering and Project Management Grant - Financial Assistance	Funds are needed for the original budgeted purpose for two Cooperative Funding Initiatives (CFI) with Pinellas County; the Pinellas County Real-Time Flood Forecasting, Phase 1 and the Chestnut Park Aquifer Storage Recovery. The funds are being transferred between the two projects to reassign Pinellas-Anclote Basin funds to the project that will utilize the funds sooner.	600,000.00
Total Consistent with Original Budget Intent				<u>\$ 623,000.00</u>
Total Amount Transferred				<u>\$ 774,383.92</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
February 24, 2026

6. REGULATION COMMITTEE

6.1 **Discussion:** Consent Item(s) Moved to Discussion195

REGULATION COMMITTEE

February 24, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

Governing Board Meeting
February 24, 2026

7. GENERAL COUNSEL'S REPORT

7.1 **Discussion:** Consent Item(s) Moved to Discussion 196

7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions..... 197

GENERAL COUNSEL'S REPORT

February 24, 2026

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

GENERAL COUNSEL'S REPORT

February 24, 2026

Discussion: Action Item: Affirm Governing Board Committee Actions

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

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

Staff Recommendation:

Affirm the actions taken by the Governing Board Committees.

Presenter:

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

COMMITTEE/LIAISON REPORTS

February 24, 2026

Discussion: Information Item: Environmental Advisory Committee

Staff Recommendation:

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

Presenter:

Joshua Gamblin, Board Member

EXECUTIVE DIRECTOR'S REPORT

February 24, 2026

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

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

Presenter:

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

CHAIR'S REPORT

February 24, 2026

Discussion: Information Item: Chair's Report

Staff Recommendation:

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

Presenter:

John Mitten, Chair

CHAIR'S REPORT

February 24, 2026

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

John Mitten, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	02/04/2021	Jenni Williams	Legal Assistant	Tampa	Office General Counsel	2026	02/04/2026
5	02/08/2021	Ari Horowitz	Staff Procurement Specialist	Brooksville	Procurement Service Office	2026	02/08/2026
5	02/08/2021	Jennifer Soberal	Senior Attorney	Tampa	Office General Counsel	2026	02/08/2026
5	02/15/2021	Darius Connelly	Staff Business Application Developer	Brooksville	InformationTechnology	2026	02/15/2026
20	02/06/2006	Danielle Rogers	Environmental Project Manager	Brooksville	Natural Systems and Restoration	2026	02/06/2026
20	02/13/2006	Jillian Garrage	Business Analyst	Brooksville	Regulatory Support	2026	02/13/2026