

Governing Board Meeting

Agenda and Meeting Information

January 28, 2025

9:00 a.m.

Tampa Office

7601 US 301 North • Tampa, Florida
(813) 985-7481 • 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

**JANUARY 28, 2025
9:00 AM**

**7601 US 301 North, Tampa, FL 33637
(813) 985-7481**

All meetings are open to the public

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

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

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

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

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

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

The current Governing Board agenda and minutes of previous meetings are available at WaterMatters.org.

Bartow Office

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

Sarasota Office

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

Tampa Office

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

MEETING NOTICE

1. CONVENE PUBLIC MEETING

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

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Office of Inspector General Calendar Year 2025 Audit Plan
- 2.2 **Finance/Outreach and Planning Committee:** Budget Development Metrics
- 2.3 **Operations, Lands and Resource Monitoring Committee:** Gilley Creek North Cattle Lease, SWF Parcel No. 21-601-120X (Manatee County)
- 2.4 **Operations, Lands and Resource Monitoring Committee:** Gilley Creek South Cattle Lease, SWF Parcel No. 21-601-121X (Manatee County)
- 2.5 **Operations, Lands and Resource Monitoring Committee:** Perpetual Easement for Lake Okahumpka, SWF Parcel No. 19-020-127 (Sumter County)
- 2.6 **General Counsel's Report:** Approval of Consent Order – Environmental Resource Violations and Permit Condition Violations – Tampa Oaks Senior Living, LLC – Environmental Resource Permit No. 43042559.000 (Hillsborough County)
- 2.7 **General Counsel's Report:** Amended Perpetual Exclusive and Non-Exclusive Easements – Peace River Manasota Regional Water Supply Authority PR3 Reservoir Project – RV Griffin Reserve – SWF Parcel Nos. 20-223-124X and 20-223-125X (DeSoto County)
- 2.8 **Executive Director's Report:** Approve Governing Board Minutes – December 17, 2024

3. FINANCE/OUTREACH AND PLANNING COMMITTEE

- 3.1 **Discussion:** Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Investment Strategy Quarterly Update
- 3.3 **Discussion:** Action Item: Fiscal Year 2025 Budget Amendment for Repair of Damage and Debris Removal Resulting from Hurricanes Debby, Helene, and Milton
- 3.4 **Discussion:** Information Item: Status of the 2025 Consolidated Annual Report
- 3.5 **Submit & File:** Information Item: Budget Transfer Report
- 3.6 **Submit & File:** Information Item: Office of Inspector General Quarterly Update – October 1, 2024 to December 31, 2024

4. RESOURCE MANAGEMENT COMMITTEE

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

- 4.2 **Discussion:** Action Item: Pinellas County Chesnut Park ASR & Aquifer Recharge – Third-Party Review (Q142)

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

- 5.1 **Discussion:** Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-11), SWF Parcel No. 13-001-747S (Hillsborough County)
- 5.3 **Discussion:** Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-31), SWF Parcel No. 13-001-763S (Hillsborough County)

6. REGULATION COMMITTEE

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

7. GENERAL COUNSEL'S REPORT

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

8. COMMITTEE/LIAISON REPORTS

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

9. EXECUTIVE DIRECTOR'S REPORT

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

10. CHAIR'S REPORT

- 10.1 **Discussion:** Information Item: Chair's Report
- 10.2 **Discussion:** Information Item: Employee Milestones

11. TIME CERTAIN CLOSED DOOR ATTORNEY-CLIENT SESSION

- 11.1 Closed Door Attorney-Client Session Pursuant to Section 286.011(8), Florida Statutes – SWFWMD v. Citrus County, Case No. 2023-CA-000135, 5th Judicial Circuit, Citrus County – Mediation and Strategy Discussion –10:30 a.m.

ADJOURNMENT



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Michelle Williamson

Chair, Hillsborough

John Mitten

Vice Chair, Hernando, Marion

Jack Bispham

Secretary, Manatee

Ashley Bell Barnett

Treasurer, Polk

Ed Armstrong

Former Chair, Pinellas

Kelly S. Rice

Former Chair, Citrus, Lake,
Levy, Sumter

Josh Gamblin

DeSoto, Hardee, Highlands

John Hall

Polk

James Holton

Pinellas

Dustin Rowland

Pasco

Robert Stern

Hillsborough

Nancy Watkins

Hillsborough, Pinellas

Brian J. Armstrong, P.G.

Executive Director

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 24, 2024

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

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE
Chair Dustin Rowland

REGULATION COMMITTEE
Chair James Holton

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair Ashley Bell Barnett*

All Governing Board members are a member of each committee.

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

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

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

Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2025

Governing Board Meeting

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

Governing Board Workshop

December 17, 2024 – 9:30 a.m., Brooksville Office
March 25, 2025 – 9:30 a.m., Tampa Office

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

2025 – September 9 & 23

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

2024 – December 3
2025 – March 11 (meeting replaced with March 7 tour), June 10, September 9

Environmental Advisory Committee – 10:00 a.m.

2024 – October 8 (Canceled)
2025 – January 14, April 8, July 8

Industrial Advisory Committee – 10:00 a.m.

2024 – November 5
2025 – February 11 (meeting replaced with Feb. 28 tour), May 6, August 12

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

2024 – November 5
2025 – February 11 (meeting replaced with Feb. 28 tour), May 6, August 12

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

2024 – October 23, December 4
2025 – January 8, February 19, May 21, July 9

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

2024 – November 6
2025 – January 22, March 5, July 23

Meeting Locations

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

Governing Board Meeting
January 28, 2025

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CONVENE PUBLIC MEETING

January 28, 2025

Call to Order

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

Presenter:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

January 28, 2025

Invocation and Pledge of Allegiance

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

Presenter:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

January 28, 2025

Employee Recognition

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

Presenter:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

January 28, 2025

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

January 28, 2025

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

Michelle Williamson, Chair

Governing Board Meeting

January 28, 2025

2. CONSENT AGENDA

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

2.1	Finance/Outreach and Planning Committee: Office of Inspector General Calendar Year 2025 Audit Plan	11
2.2	Finance/Outreach and Planning Committee: Budget Development Metrics	21
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2.6	General Counsel's Report: Approval of Consent Order – Environmental Resource Violations and Permit Condition Violations – Tampa Oaks Senior Living, LLC – Environmental Resource Permit No. 43042559.000 (Hillsborough County)	65
2.7	General Counsel's Report: Amended Perpetual Exclusive and Non-Exclusive Easements – Peace River Manasota Regional Water Supply Authority PR3 Reservoir Project – RV Griffin Reserve – SWF Parcel Nos. 20-223-124X and 20-223-125X (DeSoto County)	76
2.8	Executive Director's Report: Approve Governing Board Minutes – December 17, 2024.....	87

CONSENT AGENDA

January 28, 2025

Finance/Outreach and Planning Committee: Office of Inspector General Calendar Year 2025 Audit Plan

Background and Purpose:

In accordance with the Office of Inspector General Charter Governing Board Policy and Section 20.055(6)(i), Florida Statutes, the inspector general shall submit an audit plan to the District Governing Board that shows the individual audits and related resources to be devoted to the respective audits during the year. In addition, the audit plan shall also include a long-term projection. This plan, which is for audits only, is submitted to the Governing Board for approval on an annual basis and a copy of the approved plan will be submitted to the Auditor General.

The audit plan is the result of a District-wide risk assessment and reflects individual audits planned to begin over the next 12 months and also long-term. Findings from other audits and input from Board members, District management, and District staff was also included as part of the risk assessment for input into the development of the audit plan. The categorization of these audits into short-term and long-term is based on resources that will be allocated to auditing activities. The audit plan ensures that resources are available for additional functions of the inspector general such as special request, investigative, other accountability, and administrative activities.

Per the Office of Inspector General Charter Governing Board Policy and Section 20.055, Florida Statutes, the Governing Board may at any time request the inspector general to perform an audit of a special program, function, or organizational unit.

Staff Recommendation:

To approve the Office of Inspector General Calendar Year 2025 Audit Plan.

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General

OFFICE OF
INSPECTOR
GENERAL

Audit Plan

Short-Term and Long-Term



Governing Board
January 28, 2025

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INTRODUCTION

In accordance with the Office of Inspector General Charter Governing Board Policy, and Section 20.055(6)(i), Florida Statutes, the inspector general shall submit an audit plan to the District Governing Board that shows the individual audits and related resources to be devoted to the respective audits during the year. In addition, the audit plan shall also include a long-term projection. This plan is submitted to the Governing Board for approval and a copy of the approved plan will be submitted to the Auditor General.

The audit plan is the result of a District-wide risk assessment and reflects individual audits planned to begin over the next 12 months and long-term. A risk assessment takes into consideration factors that might influence the operational success of a component or activity within an organization. To ensure the audit plan included the priorities of the Governing Board and the District, solicitation for input from Governing Board members is also included as part of the risk assessment in developing the audit plan. In addition, District strategies, objectives and priorities, prior audits, budgets, audited financial statements, a survey of information technology, associated risks, and other procedures were considered as part of the risk assessment process. The audit plan ensures that resources are available for additional functions of the inspector general such as special request, investigative, review, other accountability, and administrative activities.

The audit plan is subject to revision based upon the ongoing assessment of risk impacting District operations and management concerns. The ongoing risk assessment includes meetings with District staff, attendance at governing board meetings, and disposition of complaints. Per the Office of Inspector General Charter Governing Board Policy and 20.055(6), Florida Statutes, the Governing Board may at any time request the inspector general to perform an audit of a special program, function, or organizational unit.

AUDITS

Table 1
Estimated Allocation of Resources for 2025

Resources by Function	Hours
Audits and Complaints	1,200
Reviews	150
Other Reporting to the Board	150
Administration	200
Training/Holidays/Leave	380

Table 2
Estimated Resources Devoted to Audit Topics by Year

Calendar Year	Number of	
	Staff	Hours
2025	1	850
2026	1	850
2027	1	850
2028	1	850
2029	1	850
2030	1	850

Table 3
Tabulation of Short-Term and Long-Term Audit Topics

Audit Topics	12 Months	Long-Term
Audit Plan and Risk Assessment	✓	
Employee Reimbursements	✓	
Revenue Collections	✓	
Ad Valorem Collections		✓
Badge Access		✓
Budget		✓
Contract Management		✓
Cost Share Programs		✓
Critical Infrastructure		✓
Cybersecurity		✓
Data Collection Equipment		✓
Employee Awards		✓
Ethics and Fraud Training		✓
Expenditures		✓
Fund Balances		✓
Insurance		✓
Investments		✓
Land		✓
Other Revenues		✓
Overtime		✓
Performance Measures (District)		✓
Permits		✓
Procurement		✓
Property		✓
Purchasing Cards		✓
Receivables		✓
Remote Work		✓
Restricted Federal and State Expenditures		✓
Safety Programs		✓
Structures		✓
System Access Controls		✓
Vehicle Usage		✓

As part of all audits, an understanding of the policies, procedures, and internal controls will be gained for the specific topic. A brief summary of the planned audit work includes, but is not limited to:

- ◆ **Ad Valorem Collections** – Review the District’s processes and procedures over receiving ad valorem dollars remitted by the counties including the return of excess funds to the District pursuant to FAC 12D-11.008 and commissions paid to the counties. Determine if certified values from the county property appraisers used in determining the roll back rate was reasonable to what was collected.
- ◆ **Badge Access** – Review District issued identification badges used to access District buildings or properties to determine if issuance was in compliance with governing documents and removal was timely when certain access was no longer needed, upon termination, etc.
- ◆ **Budget** – Review the District’s procedure for monitoring the budget including whether budget transfers are in accordance with policies and procedures. Review expenditures to ensure they were recorded to the correct budget line item. In addition, review the long-term funding plan’s calculation including any assumptions and support.
- ◆ **Contract Management** – For selected contracts, determine whether deliverables are in accordance with contract terms, determine whether the District was monitoring and documenting performance, determine whether payments on the contract were appropriately authorized, supported, reviewed, and made after the receipt of deliverables, determine whether work was completed prior to the contract expiring, review the amount of time it took from the scope of work determination to when a final contract is completed, review change orders and amendments.
- ◆ **Cost Share Programs** – For selected cost share projects, ensure the application selection process, contracts, reimbursements, third party reviews, monitoring and any associated cooperator refunds/overpayments due back to the District are in accordance with the agreement, policies, and procedures. Cost share programs include the Cooperative Funding Initiative (CFI), Water Incentives Supporting Efficiency (WISE), Facilitating Agricultural Resource Management Systems (FARMS), Quality of Water Improvement Program (QWIP), etc. Determine if the District is monitoring the progress of the cooperator projects. Review significant projects that are delayed and significant projects that are cancelled by the cooperator.
- ◆ **Critical Infrastructure** – This will be a follow-up audit to determine if the District took corrective actions regarding recommendations made in the January 2024 Auditor General audit report. Determine whether the District documented risk assessment and established a security plan for all building, facility, and structure restricted access areas. Determine whether the District identified the personnel positions that should be subject to periodic criminal history checks.
- ◆ **Cybersecurity** – For selected cybersecurity continuous monitoring policies, procedures, activities, and processes, evaluate the adequacy of these controls. Determine whether the District had taken corrective actions regarding the recommendations made in the September 2024 OIG audit report.
- ◆ **Data Collection Equipment** – For selected equipment used to collect data, determine if equipment is maintained in accordance with policies, procedures, rules, and laws and determine whether calibration is documented.

- ◆ **Employee Awards** – For employee awards such as milestones, awards of excellence, etc., obtain documentation to determine the expenditure was properly authorized and in accordance with applicable laws, rules, contract terms, and governing documents.
- ◆ **Employee Reimbursements** – This will be a follow-up audit to determine if the District took corrective actions regarding recommendations made in the September 2024 OIG audit report. For selected employee reimbursements for travel, education, trainings, testing, conferences, licenses, phone stipends, safety shoes, etc., obtain documentation to determine if the reimbursement is for the correct amount, adequately documented, made in accordance with applicable governing documents, laws, rules, and contract terms, and properly authorized and approved. Determine if there were any expenditures made by the District that should have been paid by the employee first and whether the reimbursements tested were reported as fringe benefits if applicable. For education reimbursements, determine if the District was required to recover reimbursements for terminating employees and if insufficient funds were available in the employee's last paycheck, determine if the District took steps to attempt to collect any remaining amounts.
- ◆ **Ethics and Fraud Training** – Determine if required ethics and fraud training were completed District wide and as required by departments such as Procurement. Determine if District procedures over conflicts of interest were in accordance with governing documents and any potential conflicts were properly addressed.
- ◆ **Expenditures** – For selected general expenditures such as District initiated projects, professional services, general services, promotional, wellness incentives, etc., obtain documentation to determine the expenditure is for the correct amount, adequately documented, determine whether the expenditure was made in accordance with applicable laws, rules, and contract terms, and was properly authorized and approved.
- ◆ **Fund Balances** – For non-spendable, restricted, committed, assigned, and unassigned fund balances, test classifications for propriety including encumbrances from ongoing projects.
- ◆ **Insurance** – For selected employees, retirees, and dependents, obtain documentation to ensure coverage is provided to only eligible individuals (medical, dental, vision, etc.) and was properly elected. Determine if qualifying events were documented. For selected transactions, determine whether correct premiums were charged and collected, pharmacy rebates were calculated correctly and properly remitted to the District, and tracking of claims before stop-gap insurance is initiated are accurate. Include a summary of the costs to offer insurance from the most recent audited fiscal year and include costs from other government entities for comparison.
- ◆ **Investments** – Determine whether investments were reconciled and if investments are in accordance with State law and District governing documents such as the credit rating, duration, and composition by type. Test the accuracy of selected investment income received and accounted for.
- ◆ **Land** – For selected transactions, review dispositions and acquisitions to determine compliance with state law and District governing documents. Review the monitoring of conservation easements and lease terms. Include a summary of the costs to operate and maintain land from the most recent audited fiscal year and include costs from other government entities for comparison.

- ◆ **Other Revenues** – Other revenues include sales from timber, hog hunts, cattle and apiary leases, etc. For selected transactions, ensure proper accountability. Compare rates charged to other government entities and the private sector.
- ◆ **Overtime** – For selected overtime payments or compensatory time earned, determine if the overtime was documented, reviewed and approved by the appropriate supervisor, and in compliance with District policies and procedures. In addition, for overtime payments, determine if the amount is supported by the approved pay rate. Payments for emergency events such as hurricane disaster and other special payment types would be included as part of this audit.
- ◆ **Performance Measures (District)** – Select one of the following District performance measures to evaluate the District's effectiveness in reporting reliable and valid data as reported in the Comprehensive Annual Report (CAR) over the District's areas of responsibilities in water supply (reclaimed water), flood protection (capital improvement plan), water quality (5 first magnitude spring BMAP's), or natural systems (Upper Peace River minimum flows).
- ◆ **Permits** – Review the controls over the issuance and authorization of well construction, water use, and environmental use permits including mitigation banks. Review whether required documentation such as surveys are maintained. Review the collection of fees and determine if the fees collected are correct. Determine compliance with rules prior to permit being authorized such as permit deviations or as-built deviations. Review the monitoring of permit compliance.
- ◆ **Procurement** – Determine if the District complied with its procurement guidelines, there were any trends in vendor preference, long-standing contracts that have not been bid, or there were multiple contracts/purchases under competitive requirements. Obtain documentation to determine if a certificate of insurance was obtained, was appropriate and consistent with similar projects, and is up to date when applicable.
- ◆ **Property** – Review subsidiary records of tangible personal property, including non-capitalized items under \$5,000 such as IT equipment, and for selected property from the field and property from the subsidiary record, determine if the item exists and is included in District records. Review the procedures in place for purchase and sale of assets, use of District property, and protection of high-risk assets or inventory like aquatic chemicals, tools, electronics.
- ◆ **Purchasing Cards** – Review the issuance, assignment, and credit limits of purchasing cards including cards used to purchase fuel. For selected p-card transactions, determine if the transaction was documented, reviewed and approved, and for a public-purpose.
- ◆ **Receivables** – For selected transactions, test the completeness of the receivable and subsequent collection.
- ◆ **Remote Work** – Determine if the District complied with applicable Governing Documents.
- ◆ **Restricted Federal and State Expenditures** – Examine District records supporting disbursements to determine whether District controls were adequate to separately account for and properly expend restricted Federal and State resources.

- ◆ **Revenue Collections** – This will be a follow-up audit to determine if the District took corrective actions regarding recommendations made in the January 2024 Auditor General audit report. For selected collections, evaluate governing documents and District procedures supporting revenue collections received by check or money order at the District headquarters and service office locations.
- ◆ **Safety Program** – For areas involving safety such as driving District vehicles, first aid administration, and operation of equipment, test whether trainings were completed and documented in accordance with policies and procedures. For selected site visits, determine if District requirements for safety are being followed, AED's/fire extinguishers have been inspected, incident/crash reports are completed for District vehicle accidents, etc. Determine District processes over monitoring of staff for when trainings are required. Determine whether expenditures for safety program items are in accordance with governing documents.
- ◆ **Structures** – For selected water control structures, determine the District's process for ongoing monitoring, operation, maintenance, and capital projects. For selected structures the District maintains, determine whether the District has ownership.
- ◆ **System Access Controls** – Determine if access privileges to assigned users are within the assigned job duties as they relate to the financial, banking, and HR applications. Review the monitoring of access privileges. Review controls over the banking system such as if there are restrictions on amounts disbursed, the validation of funds, and the validation of vendor tables.
- ◆ **Vehicle Usage** – Determine if use of District vehicles is in accordance with Governing Documents. Include a summary of the costs to operate and maintain vehicles from the most recent audited fiscal year and include costs from other government entities for comparison.

Respectfully Submitted By: Brian Werthmiller Date: January 28, 2025

CONTACT INFORMATION

Brian Werthmiller, CPA, CFE, CIG Inspector General

2379 Broad Street Brooksville, Florida 34604-6899

◆ Fraud and Compliance Hotline (352) 754-3482

CONSENT AGENDA

January 28, 2025

Finance/Outreach and Planning Committee: Budget Development Metrics

Purpose

Request approval to retire two budget development metrics that have met their objectives.

Background/History

Since FY2014, the Board has used three metrics as guidance for staff when developing the annual budget: Project Budget, Salaries and Benefits, and Operating Budget metrics. These budget metrics are incorporated in the employment agreement between the District and the Executive Director. Currently, the budget development metrics are defined as follows:

1. Project budget must be at least 50% of total budget.
2. Salaries and benefits funded with ad valorem must not exceed 50% of ad valorem revenue.
3. Operating budget must not exceed 80% of ad valorem revenue.

Proposal

Upon reviewing the metrics and their objectives, it has been determined that the first two metrics have fulfilled their intended purposes and staff propose retiring them.

Project Budget Metric: This metric was established to ensure the District reduced its unappropriated reserves balances. With the implementation of the District's long-term financial planning model that prioritizes funding for large-scale water supply development with three regional water supply authorities, this goal is projected to be achieved within the next five years.

Salaries and Benefits Metric: This metric was designed to ensure reserve funds were not utilized for staffing expenses. With inclusion of salaries and benefits within the Operating Budget metric, staff have determined there is no longer a benefit to adhering to the Salaries and Benefits metric.

Prudent management of the District's fiscal resources remains a core value within the District's culture. By ensuring the Operating Budget remains at no more than 80% of ad valorem tax revenues, along with the Board's continued oversight, direction, and approval throughout the budget development process, the District maintains the discipline essential for long-term success. Accordingly, staff propose no changes to the Operating Budget metric.

Staff anticipate meeting all three metrics with the FY2026 budget development. Therefore, the proposal is to phase out the Project Budget and Salaries and Benefits metrics effective with the FY2027 budget development. Additionally, since budget metrics are part of the Executive Director's employment agreement with the District, an amendment to the agreement is necessary to reflect these changes.

Staff Recommendation:

1. Approve retirement of the Project Budget metric beginning with the FY2027 budget development.
2. Approve retirement of the Salaries and Benefits metric beginning with the FY2027 budget development.

3. Authorize the Chair to approve and execute an amendment to the agreement between the District and the Executive Director to address the retirement of budget metrics, along with any related and necessary revisions.

Presenter:

Brandon Baldwin, Division Director, Business and IT Services Division

CONSENT AGENDA

January 28, 2025

Operations, Lands and Resource Monitoring Committee: Gilley Creek North Cattle Lease, SWF Parcel No. 21-601-120X (Manatee County)

Purpose

The purpose of this item is to request the Governing Board approve the proposed Gilley Creek North Cattle Lease (Lease) between the District and Little Everglades Cattle Company (Lessee) and authorize the Governing Board Chair to execute the Lease on behalf of the District. The Lease covers approximately 626 acres in Manatee County within the Edward Chance Reserve Gilley Creek Tract (Property). A general location map and the proposed Lease are attached as Exhibits 1 and 2 respectively.

Background/History

On November 5, 2024, the District advertised the Request for Offers (RFO) regarding the Property. The Property is comprised of approximately 521± acres of grazeable Bahia grass pasture and has been managed as a cow-calf operation. The other natural communities on the Property consist of approximately 105± acres of flatwoods, hammocks, and depressional marshes. The Property will be leased for cattle grazing (cow-calf) and haying purposes only.

The maximum stocking rate for the property is 85 Animal Units (an Animal Unit is one bull or one cow with or without one un-weaned calf). The Lessee may stock any number of Animal Units on the Property at or below the maximum without adjustment to the annual rent payment.

The term of the Lease is five years, with an option for the Lessee to request renewal for an additional term of five years. On November 14, 2024, a voluntary site visit was held with twenty-six individuals attending. On December 5, 2024, District staff held the opening for RFO 2501. Nineteen sealed offers were received, with the highest offer being submitted by Lessee in the amount of \$67.54 per acre, for an annual lease amount of \$42,282.55.

Benefits/Costs

The Lease will provide the District with annual revenue in the amount of \$42,282.55, while also requiring Lessee to perform certain land management functions. The Lessee is responsible for managing invasive plant species, including tropical soda apple, during the duration of the Lease, for maintaining pasture areas and fencing, and otherwise managing certain aspects of the Property. The Lease contains an indemnification clause by Lessee in favor of the District and requires the Lessee to pay any ad valorem taxes assessed on the Property during the duration of the Lease.

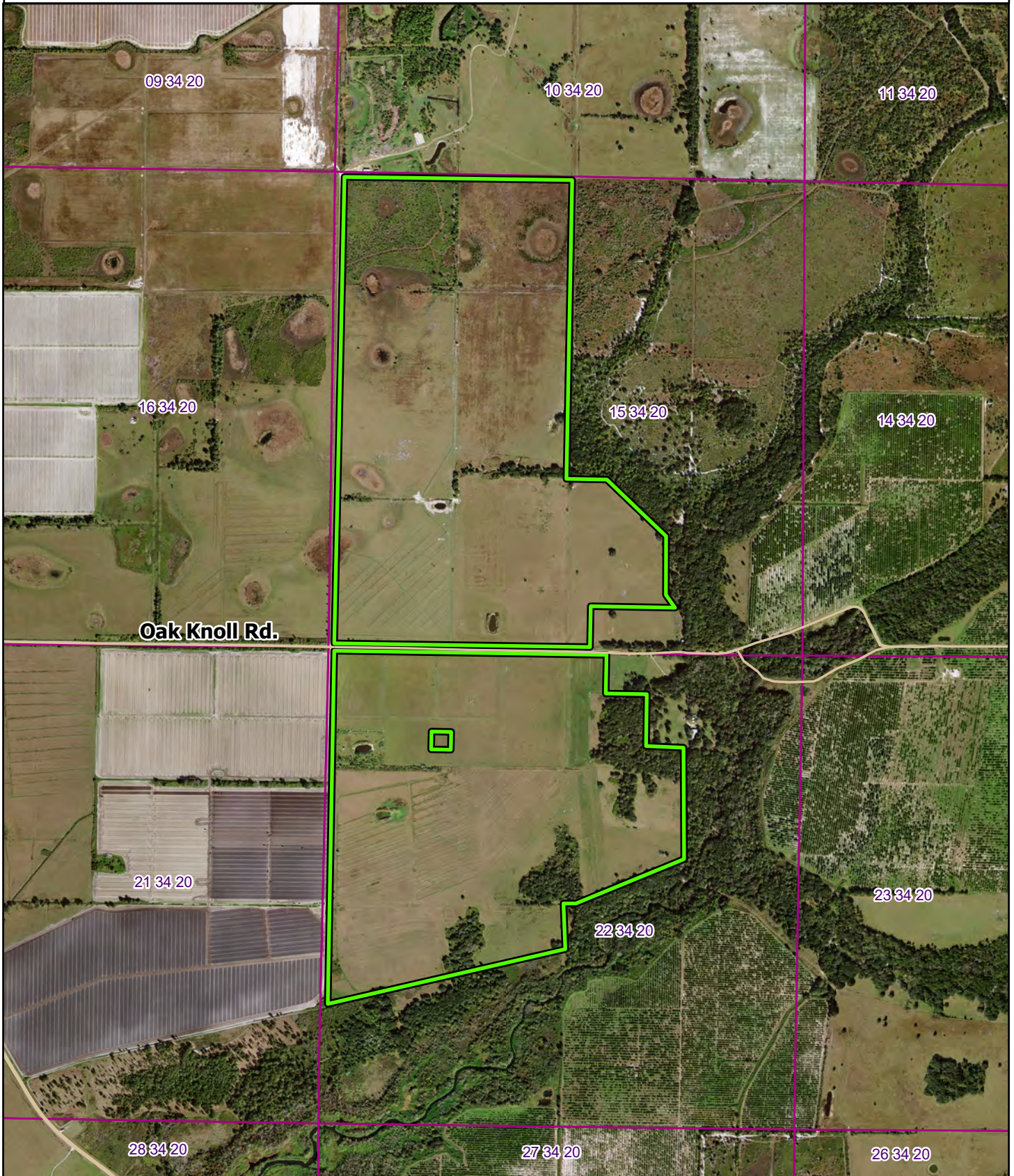
Staff Recommendation:

Approve the award of the Gilley Creek North Cattle Lease to Little Everglades Cattle Company and authorize the Governing Board Chair to execute the Lease on behalf of the District.

Presenter:


Chris Reed, Land Management Manager, Land Resources Bureau

Exhibit 1
Edward Chance Reserve - Gilley Creek Tract
Manatee County, Florida
Section 15 & 22, Township 34 South, Range 20 East



Southwest Florida
Water Management District

WaterMatters.org • 1-800-423-1476

 Gilley Creek North Cattle Lease
(SWF# 21-601-120X)



0 750 1,500
24
US Feet

Exhibit 2

CATTLE GRAZING LEASE AGREEMENT

THIS LEASE, made this 28th day of January 2025, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter called the "LESSOR", and Little Everglades Cattle Company LLC., having an address of 3412 West Lykes Avenue, Tampa, Florida 33609, hereinafter called the "LESSEE."

WITNESSETH:

The LESSOR, for and in consideration of the rents, covenants and agreements hereinafter contained, does hereby lease to the LESSEE, all that certain property located in Manatee County Florida, hereinafter referred to as the "PROPERTY", depicted in Exhibit "A", and described in Exhibit "B" attached hereto, subject to the following terms and conditions:

1. **RENT:** The LESSEE agrees to pay the LESSOR an annual rental amount of forty-two thousand two hundred eighty-two dollars and fifty-five cents (\$42,282.55) for 626 acres per year, or at the rate of sixty-seven dollars and fifty-four cents (\$67.54) per acre per year. The first payment is due upon execution of this Lease and subsequent payments will be due annually on the anniversary of the execution date of this Lease ("Anniversary Date").

2. **TERM:** This Lease will be for a term of five (5) years commencing on the date of execution of this Lease, unless otherwise renewed by the LESSOR pursuant to the terms and conditions set forth in Paragraph 20. If this Lease is renewed then the term will commence on the date of execution by the LESSOR.

3. **USE:** The LESSEE may use the PROPERTY for cattle grazing and haying purposes only.

4. **STOCKING RATE:** An Animal Unit is one (1) bull or one (1) cow with or without one (1) un-weaned calf. The maximum Stocking Rate for the PROPERTY is eighty-five (85) Animal Units. The LESSEE may stock any number of Animal Units at or below the maximum stocking rate stated without an adjustment to the annual rent payment. Upon written request from the LESSEE, the stocking rate may be increased upon a favorable evaluation and written approval by the LESSOR. The LESSOR reserves the right to inspect the condition of the PROPERTY at any time during this Lease and adjust the Stocking Rate due to the PROPERTY being overgrazed based on this inspection and/or forage production analysis. The amount of rent due will be increased or decreased by an amount equal to the percentage change in the number of Animal Units approved by the LESSOR. The change in the Stocking Rate will be effective on the next date rent is due to the LESSOR following the LESSOR'S approval of the increase.

5. **ASSIGNMENT:** The LESSEE may not assign this Lease, or any interest herein, without the prior written approval of the LESSOR. Neither this Lease nor any interest of the LESSEE herein is assignable or transferable in proceedings by or against the LESSEE in execution, bankruptcy, or insolvency, or in any other manner by operation of law. Any assignment or change of control made either in whole or in part without the prior written approval of the LESSOR shall be void and without legal effect. Any purported assignment or change of control in violation of this Paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease.

6. SUBLEASES: The LESSEE will not sublease the PROPERTY, unless the LESSEE obtains prior written approval of the terms and conditions of the sublease from the LESSOR. Any sublease not approved in writing by the LESSOR will be void and without legal effect. Any purported sublease in violation of this Paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease. The LESSOR'S approval of a particular sublease does not constitute a waiver of the right to withhold approval of subsequent subleases.

7. FENCING AND IMPROVEMENTS:

- (a) Unless another type of fencing is approved by the District, new fences will be constructed consisting of four (4) strands of barbed wire, attached to pressure treated or iron fence posts. Post spacing will not exceed twenty (20) feet. All fences remain the property of the LESSOR.
- (b) The LESSEE will maintain all fences and gates in good condition during the term of this Lease. In the event an existing fence on the PROPERTY is damaged or inadequate, the LESSEE shall repair or replace it within fourteen (14) days. Fences that must be repaired or replaced will be constructed in compliance with the criteria established in paragraph 7(a)
- (c) The LESSEE must obtain prior written approval from the LESSOR before constructing any additional interior fences upon the PROPERTY. The LESSEE will maintain in good repair, any existing improvements upon the PROPERTY, e.g. troughs, sheds, and other structures, or any improvements that may be placed upon the PROPERTY during the term of this Lease. The LESSEE may not make improvements to the PROPERTY without the prior written approval of the LESSOR. All permanent improvements will remain the property of the LESSOR, e.g. well(s) for cattle watering purposes.
- (d) The LESSEE must use portable cattle pens or construct pens. The LESSEE is solely responsible for expenses incurred in the use or construction of cattle pens.
- (e) The LESSEE will be responsible for establishing a dependable water source on the PROPERTY if needed by the LESSEE. The LESSEE must obtain all necessary permits and authorizations prior to establishing any water source on the PROPERTY. The LESSEE is solely responsible for expenses incurred for establishing water sources.

8. IDENTIFICATION: All cattle must bear identification, e.g., ear tags, tattoos, brands, etc., readily traceable to the LESSEE before their release on the PROPERTY.

9. HUNTING: With the exception of the activities allowed pursuant to paragraph 11 (c), hunting on the leased property is prohibited.

10. PUBLIC USE: The LESSOR reserves the right to use the PROPERTY, in whole or part, for activities, including but not limited to passive recreation.

11. GENERAL OPERATION AND MANAGEMENT: The LESSEE will take appropriate measures to prevent overgrazing, pasture degradation and other environmental impacts to the PROPERTY. Such measures will include but are not limited to the following:

- (a) The LESSEE will conduct all activities in accordance with all applicable rules and regulations. The LESSEE further agrees, when practicable, to conduct all activities in accordance with the most recent Water Quality Best Management Practices (BMPs), including the Nutrient Application Record form, established by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy (FDACS-OAWP). The FDACS-QAWP Water Quality/Quantity Best Management Practices Manual is available from The FDACS-OWAP at:

<https://www.fdacs.gov/Agriculture-Industry/Water/Agricultural-Best-Management-Practices>

or:

FDACS-OAWP
1203 Governor's Sq. Blvd.
Suite 200
Tallahassee. FL 32301

Prior to conducting activities on the PROPERTY, the LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-QAWP Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations form, found within the FDACS-QAWP Water Quality/Quantity Best Management Practices Manual, and submitting them to FDACS-OAWP, with copies to the LESSOR.

- (b) The LESSOR is required to manage invasive plant species on the PROPERTY consistent with Florida Statutes. The LESSEE shall not impede the LESSOR'S efforts to control invasive species on the PROPERTY. The LESSEE shall be solely responsible for maintaining effective control of tropical soda apple (TSA) using the Best Management Practices described in the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto at:

<https://edis.ifas.ufl.edu/publication/uw097>

The LESSOR will ensure that there is less than five percent (5%) coverage of TSA on the PROPERTY at the time this Lease is executed. The LESSOR and the LESSEE will conduct an inspection of the PROPERTY following execution of this Lease, to document that TSA is under satisfactory control. The LESSEE'S failure to maintain acceptable control of TSA will constitute a material breach of this Lease for which the LESSOR may either immediately terminate this Lease or treat the PROPERTY. If the LESSOR chooses to treat the PROPERTY, the LESSEE is solely responsible for the cost of such treatment by the LESSOR and agrees to reimburse the LESSOR the full amount of the cost upon the LESSOR'S written request. The LESSEE'S failure to reimburse the LESSOR within 5 days of receipt of LESSOR'S written request will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease. If the LESSEE uses fertilizer, hay, seed or other planting materials on the PROPERTY that originated

off-site, the LESSEE must make every practicable effort to ensure that such materials are free of invasive plant seeds and other propagules before using.

- (c) The LESSEE shall trap or shoot feral hogs on the PROPERTY and maintain a record of all feral hog control activities conducted by the LESSEE. All hogs trapped on the PROPERTY must be euthanized in a humane manner and may not be relocated or released. The LESSEE will submit the record of all feral hog control activities to the LESSOR by October 1 of each year of this lease.

12. PASTURE CONDITIONS: The LESSEE will take appropriate measures to prevent overgrazing and pasture degradation that include, but are not limited to the following:

- (a) The maintenance of existing improved pastures by rotating, fertilizing, mowing, disking, dragging, and removing invasive plant species.
- (b) Fertilizing and liming the improved pastures when practicable, in accordance with the recommendations of the Natural Resource Conservation Service (NRCS).
- (c) The indirect rotation of cattle through the strategic placement and periodic movement of feed troughs, mineral blocks, water troughs, and molasses tanks. The LESSEE must use a rotational grazing system that will prevent overgrazing of any one pasture.
- (d) To ensure that the quality of the improved pasture is maintained or enhanced, the LESSEE agrees to mow, disc, or drag the pastures at least once a year, or more frequently if required.

13. HAYING: Haying is allowed on the PROPERTY. The LESSEE will conduct haying activities in a manner that will not damage or strip the pasture(s) of desirable grasses. During haying operations, the LESSEE will maintain a two-inch stubble height. If the LESSEE purchases hay, seed or other planting materials off-site, the LESSEE agrees to make every practicable effort to ensure that such materials are free of invasive plant species.

14. QUARANTINE: The LESSEE must quarantine all cattle for seven (7) days prior to releasing them on the PROPERTY. The LESSEE must ensure that all cattle are free of exotic seed prior to releasing them on the PROPERTY.

15. WORKS OF THE DISTRICT: The LESSOR reserves the right to enter upon the PROPERTY, at such times and places as the LESSOR may deem necessary, for the purposes of inspecting the PROPERTY, or constructing roads, canals or ditches, infrastructure and amenities related to public recreation, or other projects, and for any matter pertaining to water management or land management activities.

16. SALE OF PROPERTY: If the LESSOR sells the PROPERTY during the term of this Lease, the LESSOR, in its sole discretion, may either assign this Lease in whole to the new owner without the LESSEE'S consent, or terminate this Lease upon six (6) months prior written notice to the LESSEE.

17. PERSONNEL AND VEHICLES: Only personnel and vehicles utilized or authorized by the LESSEE for use in its cattle grazing and haying operations are allowed on the PROPERTY.

18. PROTECTION: The LESSEE will regularly inspect the PROPERTY to detect and prevent wildfires, trespasses and vandalism on the PROPERTY. Additionally, the LESSEE will regularly inspect the PROPERTY for downed or damaged fence, open gates and cattle that may have strayed from the PROPERTY. The LESSEE must immediately notify the appropriate governmental agencies and the LESSOR upon the discovery of any wildfire, trespass, or vandalism. The LESSEE is responsible for repairing damaged fences, and taking appropriate measures to immediately return stray cattle to the PROPERTY.

19. INDEMNIFICATION: The LESSEE agrees to indemnify and hold harmless the LESSOR and all the LESSOR'S agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the LESSEE, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the LESSEE'S use of the PROPERTY and performance under this Lease. This Paragraph will survive the expiration or termination of this Lease. Nothing contained herein will constitute a waiver of Lessor's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Agreement.

20. LESSOR'S OPTION TO RENEW:

- (a) The LESSOR, at its sole discretion, may offer to renew this Lease for one additional five-year term under such terms and conditions as may be established by the LESSOR. The LESSOR will notify the LESSEE if it intends to offer to renew this Lease in accordance with this Paragraph prior to soliciting offers on the PROPERTY. If the LESSOR does not notify the LESSEE of its intent to offer to renew this Lease, then this Lease will expire at the end of the term.
- (b) Approximately six months prior to the expiration of this Lease, the LESSOR may request competitive offers on the PROPERTY. If the LESSOR requests offers under this subparagraph, this Lease may be renewed for one additional five year term under such terms and conditions as may be established by the LESSOR, if the LESSEE meets the following conditions:
 - The LESSEE submits a responsive offer;
 - If the LESSEE'S offer is not the highest offer received, the LESSEE agrees to exceed the highest offer received during the offer process by five percent (5%);
 - The LESSEE has successfully performed under this Lease;
 - The LESSEE agrees to any modifications to the lease terms and conditions as determined by the LESSOR;
 - The LESSEE accepts the renewal terms and conditions within ten (10) business days from receipt of the LESSOR'S offer to renew by delivering notice of the LESSEE'S acceptance to the LESSOR by hand delivery or certified mail. If by certified mail, date of delivery shall be the date the notice is placed in mail.
 - The LESSEE'S failure to deliver written acceptance of the LESSOR'S offer to renew within the time specified will be deemed a rejection of the terms by the LESSEE.

Upon receipt of the LESSEE'S timely written acceptance of the LESSOR'S offer to renew, the LESSOR and the LESSEE will execute a written amendment to this Lease to record the renewal and conditions thereto, if any.

21. **INSURANCE:** The LESSEE must maintain during the full term of this Lease, and at its sole expense, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. This Lease will not be effective until the LESSOR has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference this Lease.

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

Minimum Limits \$1,000,000 per occurrence

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

Bodily Injury Liability Per Person \$100,000
Bodily Injury Liability Per Occurrence \$300,000
Property Damage Liability \$100,000

-or-

Combined Single Limit \$500,000

- (c) The LESSOR and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the LESSOR'S interests arising from this Lease.
- (d) The LESSEE must obtain certificates of insurance from any subcontractor otherwise the LESSEE must provide evidence satisfactory to the LESSOR that coverage is afforded to the subcontractor by the LESSEE'S insurance policies.
- (e) The LESSEE must notify the LESSOR in writing of the cancellation or material change to any insurance coverage required by this Paragraph. Such notification must be provided to the LESSOR within five (5) business days of the LESSEE'S notice of such cancellation or change from its insurance carrier.

22. **TAXES:** If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the PROPERTY, based on the LESSEE'S use of the PROPERTY during the term of this Lease, the LESSEE agrees to pay all such taxes, assessments or liens, within thirty (30) days after receiving written notice from the LESSOR. In the event the LESSEE fails to pay all such taxes assessed or levied on the PROPERTY within thirty (30) days after receiving written notice, the LESSOR may, at its sole option, pay such taxes, liens, or assessments, subject to immediate reimbursement thereof together with any interest, calculated at the maximum rate allowed by law, and any administrative costs incurred by the LESSOR. Failure of the LESSEE to pay any taxes or assessments pursuant to this paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease.

23. **MATERIAL BREACH:** Each of the following events will constitute a material breach of this Lease by the LESSEE for which the LESSOR may immediately terminate this Lease:

- (a) If the LESSEE transfers this Lease or any of its rights or obligations under this Lease to any other person or entity, except as may be specifically authorized by the terms of this Lease.
- (b) If the LESSEE vacates or abandons the PROPERTY.
- (c) If the LESSEE fails to obtain and carry the required amount of general liability or vehicle insurance or if such insurance should lapse during the term of this Lease.
- (d) If the LESSEE fails to pay the rent.
- (e) If the LESSEE fails to pay any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind which are assessed or levied lawfully on the PROPERTY within thirty (30) days after receiving written notice.
- (f) If the LESSEE fails to reimburse the LESSOR for costs associated with the LESSOR'S treatment of the PROPERTY for TSA pursuant to subparagraph 12. (b).
- (g) If the LESSEE is in noncompliance with any other condition of this Lease and LESSEE fails to remedy such non-compliance within five (5) days after actual notice by the LESSOR, or within ten (10) days of written notice mailed to the LESSEE at the address stated in the introductory paragraph of this Lease.

24. **UTILITIES:** The LESSEE agrees to pay all deposits and monthly charges for all utility services supplied to the PROPERTY for the benefit of the LESSEE and all costs to repair, replace, clean and maintain connections and service to the PROPERTY.

25. **WAIVER:** Waiver by the LESSOR of any breach of any term, covenant or condition herein contained will not be deemed to be a future waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition contained herein.

26. **TERMINATION:** Upon the expiration or termination of this Lease, the LESSEE will vacate the PROPERTY and leave the PROPERTY in the same condition as when the LESSEE took possession, with the exception of any improvements made pursuant to paragraph 7 above.

27. **NOTICES:** All notices which might be given to the LESSOR or the LESSEE under this Lease will be in writing and by certified mail, to the respective addresses as stated in the introductory Paragraph of this Lease, unless specifically provided otherwise herein.

28. **MODIFICATION:** This Lease may not be amended except by a formal written amendment signed by the parties. IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

29. VENUE: This Agreement will be construed in accordance with the laws of the State of Florida and venue of any legal proceedings will be in Sumter County, Florida if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida.

30. COUNTERPARTS AND AUTHORITY TO SIGN: In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Signature page follows]

**Southwest Florida Water Management District,
LESSOR**

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

BY: _____
Michelle Williamson, Chair

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, as Chairman, of the GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, who is personally known to me.

(Notary Seal)

Notary Public
Print: _____
Commission No: _____
My Commission Expires: _____

ATTEST:

By: _____
Paul J. Bispham, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, as Secretary, of the GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, who is personally known to me.

(Notary Seal)

Notary Public
Print: _____
Commission No: _____
My Commission Expires: _____

Approved as to Form

General Counsel

LESSEE

Attest: _____

By: _____

(Print Name of Witness)

(Print Name of LESSEE)

DRAFT

EXHIBIT "A"
LOCATION MAP
SWF Parcel No. 21-601-120X

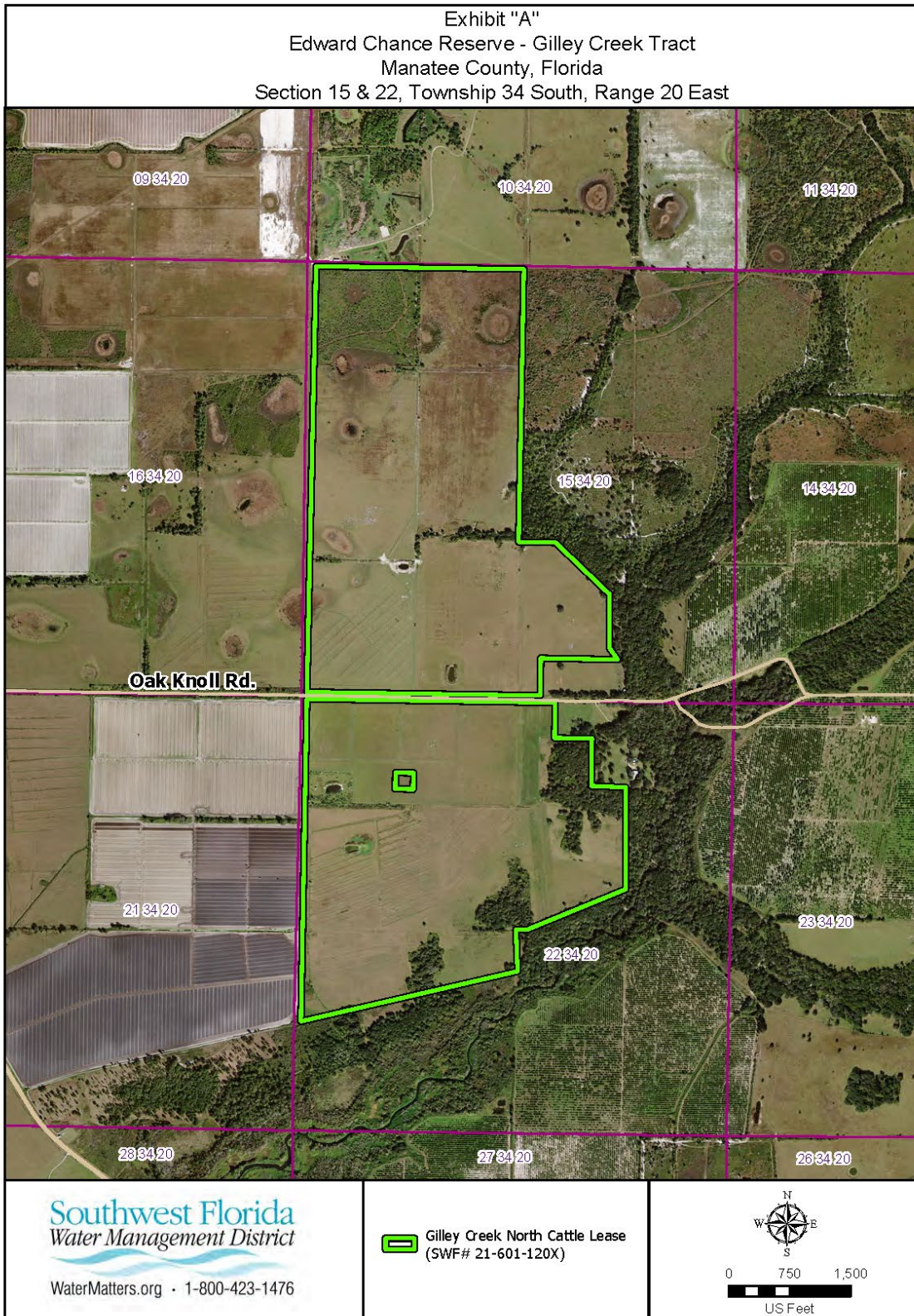


EXHIBIT "B"

Legal Description: 21-601-120X

Revised from, "Cattle lease parcels Rutland Ranch SWF Parcel No. 21-601-110X" (May 25, 2004)

A parcel of land lying and being in Section 15, Township 34 South, Range 20 East, Manatee County, Florida, all of the following described land lying north of Oak Knoll Road, being more particularly described as follows:

Beginning at the northwest corner of said Section 15, Township 34 South, Range 20 East, Manatee County, Florida, Thence along the north line of said section 15, South 89° 13' 32" East, (being the basis of bearing for this description) a distance of 2558.38 feet; Thence departing said north line of said section 15, and along a line that is 84 feet west of and parallel with the east line of Cattle Lease Area 2 as shown on the map "Cattle Lease Parcels Rutland Ranch SWF Parcel No. 21-601-110X", South 01° 08' 07" West, a distance of 3352.74 feet; Thence leaving said parallel line, South 88° 59' 00" East, a distance of 454.30 feet; Thence South 46° 18' 56" East, a distance of 921.14 feet; Thence along a line that is 211.44 feet west of and parallel with the east line of said Cattle Lease Area 2, South 00° 15' 46" West, a distance of 659.13 feet, Thence leaving said parallel line South 35° 57' 42" East, 175.77 feet to the most northeasterly corner of Southwest Florida Water Management District Parcel 21-601-117C; Thence along the north line of said parcel, North 89° 04' 22" West a distance of 946.29 feet to the northwest corner of said parcel; Thence along the west line of said parcel, South 01° 03' 46" West a distance of 458.73 feet, Thence along a line 42 feet north of and parallel with the south line of said section 15, North 89° 08' 30" West a distance of 2870.59 feet to a point of intersection with the west line of section 15, said point being North 1° 14' 01" East, 42.00 feet from southwest corner thereof, Thence along said west line of section 15, North 01° 14' 01" East, a distance of 5233.88 feet to the POINT OF BEGINNING.

Containing 14971722 SQFT or 343.70 Acres More or Less.

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Continued on next page

Legal Description: 21-601-120X (Cattle Lease Area)

Revised from, "Cattle lease parcels Rutland Ranch SWF Parcel No. 21-601-110X" (May 25, 2004)

A parcel of land lying and being in Section 22, Township 34 South, Range 20 East, Manatee County, Florida, all the following described land lying south of Oak Knoll Road, being more particularly described as follows:

Commence at the northwest corner of Section 15, Township 34 South, Range 20 East, Manatee County, Florida, Thence along the west line of said section 15, South 1° 14' 01" West (being the basis of bearing for this description) a distance of 5275.88 feet to the southwest corner of section 15, said corner being also the northwest corner of Section 22, Township 34 South, Range 20 East, Manatee County, Thence along the west line of said section 22, South 1° 02' 24" West, a distance of 42.00 feet for a POINT OF BEGINNING; Thence along a line 42 feet south of and parallel with the north line of said section 22, South 89° 08' 30" East a distance of 3056.91 feet; Thence South 00° 55' 33" West, a distance of 433.24 feet; Thence South 89° 04' 27" East, a distance of 460.00 feet; Thence South 00° 55' 33" West, at a distance of 581.47 feet; Thence South 87° 21' 27" East, a distance of 422.32 feet, Thence South 00° 15' 58" East, 1250.87 feet; Thence South 67° 44' 12" West a distance of 1312.26 feet; Thence North 90° 00' 00" West a distance of 140.00 feet; Thence South 02° 22' 19" East a distance of 513.80 feet; Thence South 77° 02' 40" West a distance of 2736.20 feet to a point of intersection with the west line of said section 22, Township 34 South, Range 20 East, Manatee County; Thence along said west line of section 22, North 1° 02' 24" East, a distance of 3962.76 feet to the POINT OF BEGINNING.

Containing 12329996 SQFT or 283.06 Acres More or Less.

Less the north 200 feet of the south 400 feet of the east 220 feet of the northwest 1/2 of the northwest 1/4 of section 22.

Containing 43998 SQFT or 1.01 Acres More or Less.

Total acreage for cattle lease Parcel 21-601-120X Contains 27257720 SQFT or 625.75 Acres More or Less.

Approved for use by the Survey Section 09 25 2024, W.O. 24-153.

Remainder of this page intentionally left blank.

CONSENT AGENDA

January 28, 2025

Operations, Lands and Resource Monitoring Committee: Gilley Creek South Cattle Lease, SWF Parcel No. 21-601-121X (Manatee County)

Purpose

The purpose of this item is to request the Governing Board approve the proposed Gilley Creek South Cattle Lease (Lease) between the District and Little Everglades Cattle Company (Lessee) and authorize the Governing Board Chair to execute the Lease on behalf of the District. The Lease covers approximately 834 acres in Manatee County within the Edward Chance Reserve Gilley Creek Tract (Property). A general location map and the proposed Lease are attached as Exhibits 1 and 2 respectively.

Background/History

On November 5, 2024, the District advertised the Request for Offers (RFO) regarding the Property. The Property is comprised of approximately 456± acres of grazeable Bahia grass pasture and has been managed as a cow-calf operation. The other natural communities on the Property consist of approximately 378± acres of flatwoods, hammock, basin marsh, depressional marsh, and wet prairie. The Property will be leased for cattle grazing (cow-calf) and haying purposes only.

The maximum stocking rate for the property is 95 Animal Units (an Animal Unit is one bull or one cow with or without one un-weaned calf). The Lessee may stock any number of Animal Units on the Property at or below the maximum without adjustment to the annual rent payment.

The term of the Lease is five years, with an option for the Lessee to request renewal for an additional term of five years. On November 14, 2024, a voluntary site visit was held with twenty-six individuals attending. On December 5, 2024, District staff held the opening for RFO 2502. Eighteen sealed offers were received, with the highest offer being submitted by Lessee in the amount of \$60.54 per acre, for an annual lease amount of \$50,493.70.

Benefits/Costs

The Lease will provide the District with annual revenue in the amount of \$50,493.70, while also requiring Lessee to perform certain land management functions. The Lessee is responsible for managing invasive plant species, including tropical soda apple, during the duration of the Lease, for maintaining pasture areas and fencing, and otherwise managing certain aspects of the Property. The Lease contains an indemnification clause by Lessee in favor of the District and requires the Lessee to pay any ad valorem taxes assessed on the Property during the duration of the Lease.

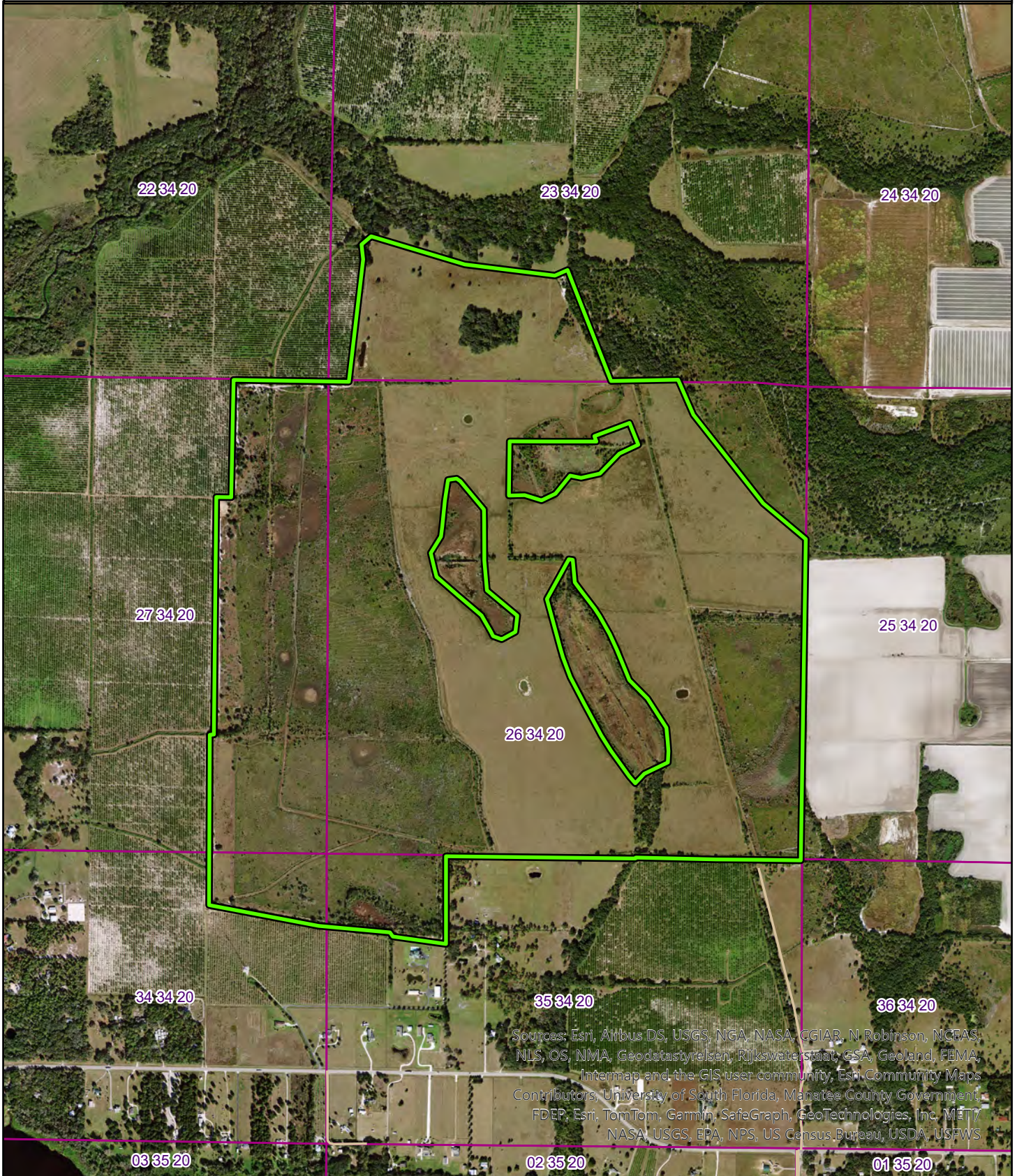
Staff Recommendation:

Approve the award of the Gilley Creek South Cattle Lease to Little Everglades Cattle Company and authorize the Governing Board Chair to execute the Lease on behalf of the District.

Presenter:

Chris Reed, Land Management Manager, Land Resources Bureau

Exhibit 1
Edward Chance Reserve - Gilley Creek Tract
Manatee County, Florida
Section 26, Township 34 South, Range 20 East



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, University of South Florida, Manatee County Government, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Southwest Florida
Water Management District

WaterMatters.org • 1-800-423-1476



Gilley Creek North Cattle Lease
(SWF# 21-601-121X)



0 750 1,500
US Feet 39

This document complies with WCAG 2.1 AA standards

Exhibit 2

CATTLE GRAZING LEASE AGREEMENT

THIS LEASE, made this 28th day of January 2025, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter called the "LESSOR", and Little Everglades Cattle Company LLC., having an address of 3412 West Lykes Avenue, Tampa, Florida 33609, hereinafter called the "LESSEE."

WITNESSETH:

The LESSOR, for and in consideration of the rents, covenants and agreements hereinafter contained, does hereby lease to the LESSEE, all that certain property located in Manatee County Florida, hereinafter referred to as the "PROPERTY", depicted in Exhibit "A", and described in Exhibit "B" attached hereto, subject to the following terms and conditions:

1. **RENT:** The LESSEE agrees to pay the LESSOR an annual rental amount of fifty thousand four hundred ninety-three dollars and seventy cents (\$50,493.70) for 834 acres per year, or at the rate of sixty dollars and fifty-four cents (\$60.54) per acre per year. The first payment is due upon execution of this Lease and subsequent payments will be due annually on the anniversary of the execution date of this Lease ("Anniversary Date").

2. **TERM:** This Lease will be for a term of five (5) years commencing on the date of execution of this Lease, unless otherwise renewed by the LESSOR pursuant to the terms and conditions set forth in Paragraph 20. If this Lease is renewed then the term will commence on the date of execution by the LESSOR.

3. **USE:** The LESSEE may use the PROPERTY for cattle grazing and haying purposes only.

4. **STOCKING RATE:** An Animal Unit is one (1) bull or one (1) cow with or without one (1) un-weaned calf. The maximum Stocking Rate for the PROPERTY is ninety-five (95) Animal Units. The LESSEE may stock any number of Animal Units at or below the maximum stocking rate stated without an adjustment to the annual rent payment. Upon written request from the LESSEE, the stocking rate may be increased upon a favorable evaluation and written approval by the LESSOR. The LESSOR reserves the right to inspect the condition of the PROPERTY at any time during this Lease and adjust the Stocking Rate due to the PROPERTY being overgrazed based on this inspection and/or forage production analysis. The amount of rent due will be increased or decreased by an amount equal to the percentage change in the number of Animal Units approved by the LESSOR. The change in the Stocking Rate will be effective on the next date rent is due to the LESSOR following the LESSOR'S approval of the increase.

5. **ASSIGNMENT:** The LESSEE may not assign this Lease, or any interest herein, without the prior written approval of the LESSOR. Neither this Lease nor any interest of the LESSEE herein is assignable or transferable in proceedings by or against the LESSEE in execution, bankruptcy, or insolvency, or in any other manner by operation of law. Any assignment or change of control made either in whole or in part without the prior written approval of the LESSOR shall be void and without legal effect. Any purported assignment or change of control in violation of this Paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease.

6. SUBLEASES: The LESSEE will not sublease the PROPERTY, unless the LESSEE obtains prior written approval of the terms and conditions of the sublease from the LESSOR. Any sublease not approved in writing by the LESSOR will be void and without legal effect. Any purported sublease in violation of this Paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease. The LESSOR'S approval of a particular sublease does not constitute a waiver of the right to withhold approval of subsequent subleases.

7. FENCING AND IMPROVEMENTS:

- (a) Unless another type of fencing is approved by the District, new fences will be constructed consisting of four (4) strands of barbed wire, attached to pressure treated or iron fence posts. Post spacing will not exceed twenty (20) feet. All fences remain the property of the LESSOR.
- (b) The LESSEE will maintain all fences and gates in good condition during the term of this Lease. In the event an existing fence on the PROPERTY is damaged or inadequate, the LESSEE shall repair or replace it within fourteen (14) days. Fences that must be repaired or replaced will be constructed in compliance with the criteria established in paragraph 7(a)
- (c) The LESSEE must obtain prior written approval from the LESSOR before constructing any additional interior fences upon the PROPERTY. The LESSEE will maintain in good repair, any existing improvements upon the PROPERTY, e.g. troughs, sheds, and other structures, or any improvements that may be placed upon the PROPERTY during the term of this Lease. The LESSEE may not make improvements to the PROPERTY without the prior written approval of the LESSOR. All permanent improvements will remain the property of the LESSOR, e.g. well(s) for cattle watering purposes.
- (d) The LESSEE must use portable cattle pens or construct pens. The LESSEE is solely responsible for expenses incurred in the use or construction of cattle pens.
- (e) The LESSEE will be responsible for establishing a dependable water source on the PROPERTY if needed by the LESSEE. The LESSEE must obtain all necessary permits and authorizations prior to establishing any water source on the PROPERTY. The LESSEE is solely responsible for expenses incurred for establishing water sources.

8. IDENTIFICATION: All cattle must bear identification, e.g., ear tags, tattoos, brands, etc., readily traceable to the LESSEE before their release on the PROPERTY.

9. HUNTING: With the exception of the activities allowed pursuant to paragraph 11 (c), hunting on the leased property is prohibited.

10. PUBLIC USE: The LESSOR reserves the right to use the PROPERTY, in whole or part, for activities, including but not limited to passive recreation.

11. GENERAL OPERATION AND MANAGEMENT: The LESSEE will take appropriate measures to prevent overgrazing, pasture degradation and other environmental impacts to the PROPERTY. Such measures will include but are not limited to the following:

- (a) The LESSEE will conduct all activities in accordance with all applicable rules and regulations. The LESSEE further agrees, when practicable, to conduct all activities in accordance with the most recent Water Quality Best Management Practices (BMPs), including the Nutrient Application Record form, established by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy (FDACS-OAWP). The FDACS-QAWP Water Quality/Quantity Best Management Practices Manual is available from The FDACS-OWAP at:

<https://www.fdacs.gov/Agriculture-Industry/Water/Agricultural-Best-Management-Practices>

or:

FDACS-OAWP
1203 Governor's Sq. Blvd.
Suite 200
Tallahassee. FL 32301

Prior to conducting activities on the PROPERTY, the LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-QAWP Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations form, found within the FDACS-QAWP Water Quality/Quantity Best Management Practices Manual, and submitting them to FDACS-OAWP, with copies to the LESSOR.

- (b) The LESSOR is required to manage invasive plant species on the PROPERTY consistent with Florida Statutes. The LESSEE shall not impede the LESSOR'S efforts to control invasive species on the PROPERTY. The LESSEE shall be solely responsible for maintaining effective control of tropical soda apple (TSA) using the Best Management Practices described in the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto at:

<https://edis.ifas.ufl.edu/publication/uw097>

The LESSOR will ensure that there is less than five percent (5%) coverage of TSA on the PROPERTY at the time this Lease is executed. The LESSOR and the LESSEE will conduct an inspection of the PROPERTY following execution of this Lease, to document that TSA is under satisfactory control. The LESSEE'S failure to maintain acceptable control of TSA will constitute a material breach of this Lease for which the LESSOR may either immediately terminate this Lease or treat the PROPERTY. If the LESSOR chooses to treat the PROPERTY, the LESSEE is solely responsible for the cost of such treatment by the LESSOR and agrees to reimburse the LESSOR the full amount of the cost upon the LESSOR'S written request. The LESSEE'S failure to reimburse the LESSOR within 5 days of receipt of LESSOR'S written request will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease. If the LESSEE uses fertilizer, hay, seed or other planting materials on the PROPERTY that originated

off-site, the LESSEE must make every practicable effort to ensure that such materials are free of invasive plant seeds and other propagules before using.

- (c) The LESSEE shall trap or shoot feral hogs on the PROPERTY and maintain a record of all feral hog control activities conducted by the LESSEE. All hogs trapped on the PROPERTY must be euthanized in a humane manner and may not be relocated or released. The LESSEE will submit the record of all feral hog control activities to the LESSOR by October 1 of each year of this lease.

12. PASTURE CONDITIONS: The LESSEE will take appropriate measures to prevent overgrazing and pasture degradation that include, but are not limited to the following:

- (a) The maintenance of existing improved pastures by rotating, fertilizing, mowing, disking, dragging, and removing invasive plant species.
- (b) Fertilizing and liming the improved pastures when practicable, in accordance with the recommendations of the Natural Resource Conservation Service (NRCS).
- (c) The indirect rotation of cattle through the strategic placement and periodic movement of feed troughs, mineral blocks, water troughs, and molasses tanks. The LESSEE must use a rotational grazing system that will prevent overgrazing of any one pasture.
- (d) To ensure that the quality of the improved pasture is maintained or enhanced, the LESSEE agrees to mow, disc, or drag the pastures at least once a year, or more frequently if required.

13. HAYING: Haying is allowed on the PROPERTY. The LESSEE will conduct haying activities in a manner that will not damage or strip the pasture(s) of desirable grasses. During haying operations, the LESSEE will maintain a two-inch stubble height. If the LESSEE purchases hay, seed or other planting materials off-site, the LESSEE agrees to make every practicable effort to ensure that such materials are free of invasive plant species.

14. QUARANTINE: The LESSEE must quarantine all cattle for seven (7) days prior to releasing them on the PROPERTY. The LESSEE must ensure that all cattle are free of exotic seed prior to releasing them on the PROPERTY.

15. WORKS OF THE DISTRICT: The LESSOR reserves the right to enter upon the PROPERTY, at such times and places as the LESSOR may deem necessary, for the purposes of inspecting the PROPERTY, or constructing roads, canals or ditches, infrastructure and amenities related to public recreation, or other projects, and for any matter pertaining to water management or land management activities.

16. SALE OF PROPERTY: If the LESSOR sells the PROPERTY during the term of this Lease, the LESSOR, in its sole discretion, may either assign this Lease in whole to the new owner without the LESSEE'S consent, or terminate this Lease upon six (6) months prior written notice to the LESSEE.

17. PERSONNEL AND VEHICLES: Only personnel and vehicles utilized or authorized by the LESSEE for use in its cattle grazing and haying operations are allowed on the PROPERTY.

18. PROTECTION: The LESSEE will regularly inspect the PROPERTY to detect and prevent wildfires, trespasses and vandalism on the PROPERTY. Additionally, the LESSEE will regularly inspect the PROPERTY for downed or damaged fence, open gates and cattle that may have strayed from the PROPERTY. The LESSEE must immediately notify the appropriate governmental agencies and the LESSOR upon the discovery of any wildfire, trespass, or vandalism. The LESSEE is responsible for repairing damaged fences, and taking appropriate measures to immediately return stray cattle to the PROPERTY.

19. INDEMNIFICATION: The LESSEE agrees to indemnify and hold harmless the LESSOR and all the LESSOR'S agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the LESSEE, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the LESSEE'S use of the PROPERTY and performance under this Lease. This Paragraph will survive the expiration or termination of this Lease. Nothing contained herein will constitute a waiver of Lessor's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Agreement.

20. LESSOR'S OPTION TO RENEW:

- (a) The LESSOR, at its sole discretion, may offer to renew this Lease for one additional five-year term under such terms and conditions as may be established by the LESSOR. The LESSOR will notify the LESSEE if it intends to offer to renew this Lease in accordance with this Paragraph prior to soliciting offers on the PROPERTY. If the LESSOR does not notify the LESSEE of its intent to offer to renew this Lease, then this Lease will expire at the end of the term.
- (b) Approximately six months prior to the expiration of this Lease, the LESSOR may request competitive offers on the PROPERTY. If the LESSOR requests offers under this subparagraph, this Lease may be renewed for one additional five year term under such terms and conditions as may be established by the LESSOR, if the LESSEE meets the following conditions:
 - The LESSEE submits a responsive offer;
 - If the LESSEE'S offer is not the highest offer received, the LESSEE agrees to exceed the highest offer received during the offer process by five percent (5%);
 - The LESSEE has successfully performed under this Lease;
 - The LESSEE agrees to any modifications to the lease terms and conditions as determined by the LESSOR;
 - The LESSEE accepts the renewal terms and conditions within ten (10) business days from receipt of the LESSOR'S offer to renew by delivering notice of the LESSEE'S acceptance to the LESSOR by hand delivery or certified mail. If by certified mail, date of delivery shall be the date the notice is placed in mail.
 - The LESSEE'S failure to deliver written acceptance of the LESSOR'S offer to renew within the time specified will be deemed a rejection of the terms by the LESSEE.

Upon receipt of the LESSEE'S timely written acceptance of the LESSOR'S offer to renew, the LESSOR and the LESSEE will execute a written amendment to this Lease to record the renewal and conditions thereto, if any.

21. **INSURANCE:** The LESSEE must maintain during the full term of this Lease, and at its sole expense, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. This Lease will not be effective until the LESSOR has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference this Lease.

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

Minimum Limits \$1,000,000 per occurrence

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

Bodily Injury Liability Per Person \$100,000
Bodily Injury Liability Per Occurrence \$300,000
Property Damage Liability \$100,000

-or-

Combined Single Limit \$500,000

- (c) The LESSOR and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the LESSOR'S interests arising from this Lease.
- (d) The LESSEE must obtain certificates of insurance from any subcontractor otherwise the LESSEE must provide evidence satisfactory to the LESSOR that coverage is afforded to the subcontractor by the LESSEE'S insurance policies.
- (e) The LESSEE must notify the LESSOR in writing of the cancellation or material change to any insurance coverage required by this Paragraph. Such notification must be provided to the LESSOR within five (5) business days of the LESSEE'S notice of such cancellation or change from its insurance carrier.

22. **TAXES:** If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the PROPERTY, based on the LESSEE'S use of the PROPERTY during the term of this Lease, the LESSEE agrees to pay all such taxes, assessments or liens, within thirty (30) days after receiving written notice from the LESSOR. In the event the LESSEE fails to pay all such taxes assessed or levied on the PROPERTY within thirty (30) days after receiving written notice, the LESSOR may, at its sole option, pay such taxes, liens, or assessments, subject to immediate reimbursement thereof together with any interest, calculated at the maximum rate allowed by law, and any administrative costs incurred by the LESSOR. Failure of the LESSEE to pay any taxes or assessments pursuant to this paragraph will constitute a material breach of this Lease for which the LESSOR may immediately terminate this Lease.

23. MATERIAL BREACH: Each of the following events will constitute a material breach of this Lease by the LESSEE for which the LESSOR may immediately terminate this Lease:

- (a) If the LESSEE transfers this Lease or any of its rights or obligations under this Lease to any other person or entity, except as may be specifically authorized by the terms of this Lease.
- (b) If the LESSEE vacates or abandons the PROPERTY.
- (c) If the LESSEE fails to obtain and carry the required amount of general liability or vehicle insurance or if such insurance should lapse during the term of this Lease.
- (d) If the LESSEE fails to pay the rent.
- (e) If the LESSEE fails to pay any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind which are assessed or levied lawfully on the PROPERTY within thirty (30) days after receiving written notice.
- (f) If the LESSEE fails to reimburse the LESSOR for costs associated with the LESSOR'S treatment of the PROPERTY for TSA pursuant to subparagraph 12. (b).
- (g) If the LESSEE is in noncompliance with any other condition of this Lease and LESSEE fails to remedy such non-compliance within five (5) days after actual notice by the LESSOR, or within ten (10) days of written notice mailed to the LESSEE at the address stated in the introductory paragraph of this Lease.

24. UTILITIES: The LESSEE agrees to pay all deposits and monthly charges for all utility services supplied to the PROPERTY for the benefit of the LESSEE and all costs to repair, replace, clean and maintain connections and service to the PROPERTY.

25. WAIVER: Waiver by the LESSOR of any breach of any term, covenant or condition herein contained will not be deemed to be a future waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition contained herein.

26. TERMINATION: Upon the expiration or termination of this Lease, the LESSEE will vacate the PROPERTY and leave the PROPERTY in the same condition as when the LESSEE took possession, with the exception of any improvements made pursuant to paragraph 7 above.

27. NOTICES: All notices which might be given to the LESSOR or the LESSEE under this Lease will be in writing and by certified mail, to the respective addresses as stated in the introductory Paragraph of this Lease, unless specifically provided otherwise herein.

28. MODIFICATION: This Lease may not be amended except by a formal written amendment signed by the parties. IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

29. VENUE: This Agreement will be construed in accordance with the laws of the State of Florida and venue of any legal proceedings will be in Sumter County, Florida if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida.

30. COUNTERPARTS AND AUTHORITY TO SIGN: In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Signature page follows]

**Southwest Florida Water Management District,
LESSOR**

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

BY: _____
Michelle Williamson, Chair

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, ____, by _____, as Chairman, of the GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, who is personally known to me.

(Notary Seal)

Notary Public
Print: _____
Commission No: _____
My Commission Expires: _____

ATTEST:

By: _____
Paul J. Bispham, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, ____, by _____, as Secretary, of the GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, who is personally known to me.

(Notary Seal)

Notary Public
Print: _____
Commission No: _____
My Commission Expires: _____

Approved as to Form

General Counsel

LESSEE

Attest: _____

By: _____

(Print Name of Witness)

(Print Name of LESSEE)

DRAFT

EXHIBIT "A"
LOCATION MAP
SWF Parcel No. 21-601-121X

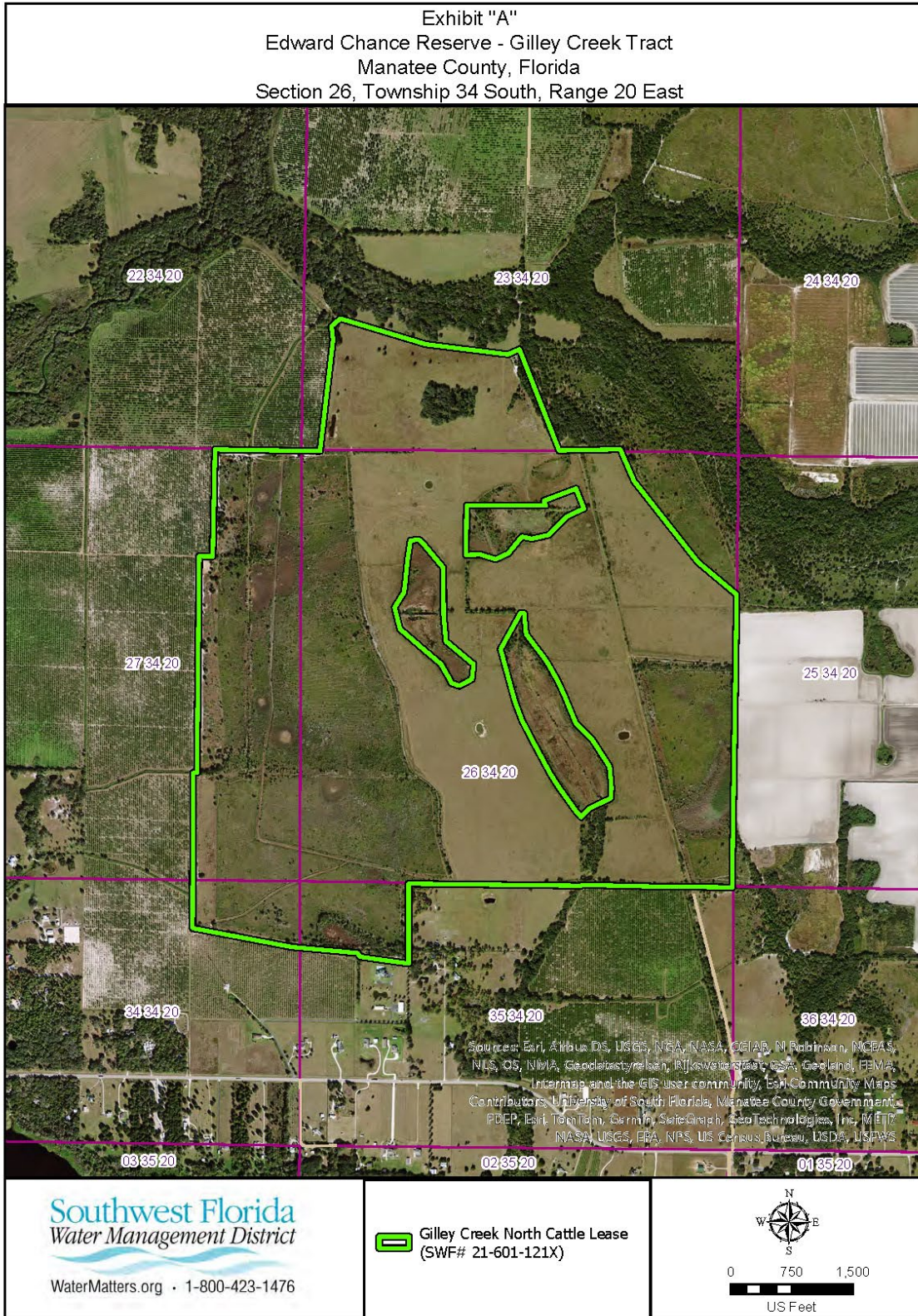


EXHIBIT "B"

Legal Description: 21-601-121X

Reference: "Cattle lease parcels Rutland Ranch SWF Parcel No. 21-601-110X" (May 25, 2004)

A portion of Southwest Florida Water Management District Parcel number 21-601-104

A parcel of land located within sections 23, 26, 27, 34 and 35, Township 34 South, Range 20 East, Manatee County, Florida, and being more particularly described as follows:

Commence at the southeast corner of Section 26, Township 34 South, Range 20 East, Manatee County, Florida being the POINT OF COMMENCEMENT; Thence North 89° 20' 46" West, (being the basis of bearing for this description) a distance of 946.03 feet; Thence North 88° 39' 20" West, a distance of 899.82 feet; Thence South 28° 18' 32" West, a distance of 12.24 feet; Thence North 89° 20' 46" West, a distance of 2118.70 feet; Thence South 00° 06' 36" West, a distance of 980.48 feet; North 82° 07' 34" West, a distance of 599.74 feet, Thence North 34° 53' 04" West, 57.28 feet; Thence North 84° 49' 59" West a distance of 799.78 feet; Thence North 79° 14' 06" West a distance of 1229.78 feet; Thence North 79° 01' 15" West a distance of 19.45 feet; Thence North 00° 13' 35" East a distance of 1905.04 feet; Thence North 86° 05' 42" East a distance of 46.52 feet; Thence North 00° 35' 34" East a distance of 2656.72 feet; Thence South 89° 34' 41" East a distance of 166.24 feet; Thence North 01° 11' 30" East a distance of 1312.14 feet; Thence South 89° 04' 54" East a distance of 1289.18 feet; Thence North 06° 41' 03" East a distance of 1377.47 feet; Thence North 06° 26' 33" West a distance of 169.14 feet; Thence North 50° 04' 23" East a distance of 140.81 feet; Thence South 73° 17' 52" East a distance of 1095.21 feet; Thence South 82° 57' 12" East a distance of 1015.37 feet; Thence North 66° 24' 21" East a distance of 153.95 feet; Thence South 21° 29' 54" East a distance of 1332.86 feet; Thence North 88° 59' 44" East a distance of 749.22 feet; Thence South 23° 44' 28" East a distance of 426.40 feet; Thence South 38° 15' 34" East a distance of 1262.81 feet; Thence South 49° 53' 34" East a distance of 621.86 feet to a point on the east line of section 26; Thence South 00° 53' 06" West continue along the east line of section 26 a distance of 3593.91 feet to the POINT OF BEGINNING.

Containing 39075264 SQFT or 897.04 Acres More or Less.

Less the following fenced Mitigation areas A, B and C:

Remainder of this page intentionally left blank.

LESS Mitigation Area A

Commence at the southeast corner of Section 26, Township 34 South, Range 20 East, Manatee County, Florida being the POINT OF COMMENCEMENT; Thence along the east line of said section 26, North 0° 53' 06" East, (being the basis of bearing for this description) a distance of 3332.02 feet; Thence North 89° 20' 46" West a distance of 2101.01 feet; Thence North 0° 53' 06" East a distance of 1193.55 feet to a point on a fence line, also being the POINT OF BEGINNING for Mitigation Area A; Thence along the said fence line the following thirteen (13) courses; 1) Thence South 44° 19' 50" West a distance of 309.52 feet; 2) Thence South 77° 01' 49" West a distance of 216.70 feet; 3) Thence North 78° 13' 50" West a distance of 125.50 feet; 4) Thence South 39° 03' 10" West a distance of 262.05 feet; 5) Thence South 64° 23' 26" West a distance of 171.72 feet; 6) Thence North 72° 58' 47" West a distance of 196.76 feet; 7) Thence South 89° 10' 30" West a distance of 177.92 feet; 8) Thence North 00° 50' 55" East a distance of 605.42 feet; 9) Thence South 89° 41' 49" East a distance of 482.50 feet; 10) Thence North 89° 55' 06" East a distance of 487.56 feet; 11) Thence North 20° 03' 45" West a distance of 63.29 feet; 12) Thence North 69° 21' 41" East a distance of 421.22 feet; 13) Thence South 21° 32' 29" East a distance of 261.43 feet; Thence South 64° 24' 51" West a distance of 234.13 feet to the POINT OF BEGINNING.

Containing 659865 SQFT or 15.15 Acres More or Less.

LESS Mitigation Area B

Commence at the southeast corner of Section 26, Township 34 South, Range 20 East, Manatee County, Florida being the POINT OF COMMENCEMENT; Thence along the east line of said section 26, North 0° 53' 06" East, (being the basis of bearing for this description) a distance of 3332.02 feet; Thence North 89° 20' 46" West a distance of 2101.01 feet; Thence North 0° 53' 06" East a distance of 553.04 feet; Thence North 89° 20' 46" West a distance of 1504.24 feet to a point on a fence line, also being the POINT OF BEGINNING for Mitigation Area B; Thence along the said fence line the following twenty-one (21) courses; 1) Thence South 0° 29' 58" East a distance of 145.91 feet; 2) Thence South 0° 20' 44" East a distance of 424.91 feet; 3) Thence South 5° 02' 13" East a distance of 335.33 feet; 4) Thence South 49° 56' 20" East a distance of 441.45 feet; 5) Thence South 06° 04' 17" West a distance of 181.48 feet; 6) Thence South 61° 45' 30" West a distance of 175.79 feet; 7) Thence North 69° 31' 34" West a distance of 102.45 feet; 8) Thence North 27° 45' 50" West a distance of 54.95 feet; 9) Thence North 29° 42' 02" West a distance of 209.23 feet; 10) Thence North 49° 38' 11" West a distance of 134.37 feet; 11) Thence North 49° 19' 30" West a distance of 216.00 feet; 12) Thence North 49° 17' 50" West a distance of 314.00 feet; 13) Thence North 13° 27' 53" West a distance of 93.44 feet; 14) Thence North 13° 38' 27" West a distance of 179.11 feet; 15) Thence North 31° 32' 27" East a distance of 217.74 feet; 16) Thence North 6° 05' 23" East a distance of 289.60 feet; 17) Thence North 6° 58' 09" East a distance of 116.04 feet; 18) Thence North 8° 31' 51" East a distance of 232.95 feet; 19) Thence North 80° 54' 27" East a distance of 97.20 feet; 20) Thence South 53° 07' 41" East a distance of 51.20 feet; 21) Thence South 40° 28' 45" East a distance of 195.18 feet; Thence South 39° 58' 47" East a distance of 217.12 feet to the POINT OF BEGINNING.

Containing 747054 SQFT or 17.15 Acres More or Less.

LESS Mitigation Area C

Commence at the southeast corner of Section 26, Township 34 South, Range 20 East, Manatee County, Florida being the POINT OF COMMENCEMENT; Thence along the east line of said section 26, North 0° 53' 06" East, (being the basis of bearing for this description) a distance of 3332.02 feet; Thence North 89° 20' 46" West a distance of 2603.49 feet to a point on a fence line, also being the POINT OF BEGINNING for Mitigation Area C; Thence along the said fence line the following twenty-three (23) courses; 1) Thence South 4° 57' 32" East a distance of 251.80 feet; 2) Thence South 36° 12' 36" East a distance of 88.82 feet; 3) Thence South 37° 30' 13" East a distance of 277.48 feet; 4) Thence South 33° 41' 19" East a distance of 101.52 feet; 5) Thence South 29° 12' 20" East a distance of 236.06 feet; 6) Thence South 24° 28' 42" East a distance of 188.43 feet; 7) Thence South 22° 32' 30" East a distance of 367.21 feet; 8) Thence South 44° 27' 55" East a distance of 290.51 feet; 9) Thence South 32° 48' 10" East a distance of 389.79 feet; 10) Thence South 5° 19' 35" East a distance of 151.68 feet; 11) Thence South 4° 39' 07" East a distance of 110.43 feet; 12) Thence South 2° 53' 22" West a distance of 126.86 feet; 13) Thence South 64° 26' 24" West a distance of 293.66 feet; 14) Thence South 43° 55' 54" West a distance of 145.73 feet; 15) Thence North 40° 31' 18" West a distance of 104.40 feet; 16) Thence North 35° 42' 24" West a distance of 353.04 feet; 17) Thence North 32° 21' 32" West a distance of 198.47 feet; 18) Thence North 28° 21' 48" West a distance of 401.42 feet; 19) Thence North 27° 20' 33" West a distance of 337.15 feet; 20) Thence North 20° 39' 50" West a distance of 239.37 feet; 21) Thence North 15° 41' 21" West a distance of 118.31 feet; 22) Thence North 15° 16' 45" West a distance of 271.98 feet; 23) Thence North 15° 24' 45" West a distance of 284.11 feet; 24) Thence North 28° 53' 10" East a distance of 508.66 feet; Thence South 80° 16' 34" East a distance of 45.45 feet to the POINT OF BEGINNING.

Containing 1336780 SQFT or 30.69 Acres More or Less.

Total acreage for cattle lease Parcel 21-601-121X Contains 36331565 SQFT or 834.06 Acres More or Less.

Approved for use by the Survey Section 09 25 2024, W.O. 24-153.

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CONSENT AGENDA

January 28, 2025

Operations, Lands and Resource Monitoring Committee: Perpetual Easement for Lake Okahumpka, SWF Parcel No. 19-020-127 (Sumter County)

Purpose

The purpose of this item is to recommend the Governing Board accept a donation of a perpetual easement (Easement) from Continental Country Club R.O., Inc. (Continental Country Club), for the installation, access, and maintenance of hydrologic monitoring equipment at a new Lake Okahumpka data collection site in Wildwood, Florida to replace the existing site. A general location map, site map, and Easement are included as Exhibits 1, 2, and 3, respectively.

Background/History

The Lake Okahumpka data collection site (Station ID 23132) is an existing site that is used for long-term water level monitoring. Data collection began in 1977, and the data are used to operate the water control structure on the lake. The existing data collection site needs to be replaced with a site that has a new staff gage and near real-time monitoring equipment to provide higher quality data. The water level data will provide District operations staff the information needed to make timely decisions on when to operate the water control structure. Continental Country Club is willing to grant an Easement at no cost to allow access for the installation, maintenance, and repair of the hydrologic monitoring equipment. This data collection site will satisfy a long-term need and ensure future water level data will be collected without interruption.

Benefit/Costs

Continental Country Club is granting this Easement to the District at no cost. Long term water level monitoring costs for the site are approximately \$5,000 for the first year (includes equipment and initial setup) and approximately \$140 per year, thereafter. Acceptance of this donation will provide the District with the necessary access to the Lake Okahumpka data collection site.

Deliverables

Grantor shall deliver executed Easement to the District for recording.

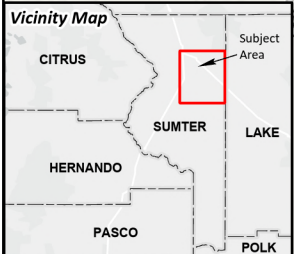
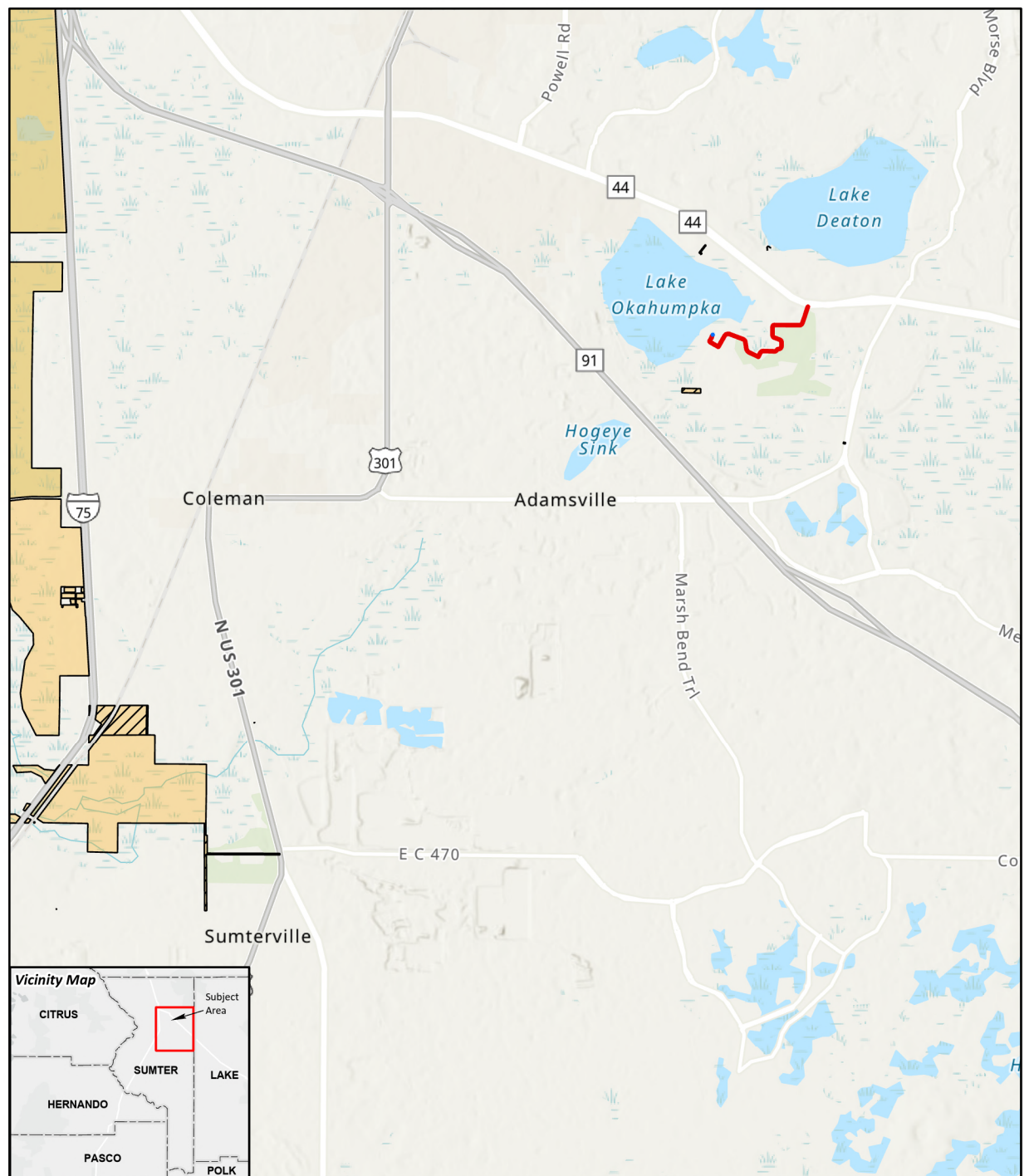
Staff Recommendation:

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

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1
Lake Okahumpka Staff Gage Easement - SWF# 19-020-1274
Location Map



Esri, NASA, NGA, USGS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

- Lake Okahumpka Access Easement
- Lake Okahumpka Staff Gage Easement
- District Owned Lands Fee Simple
- District Owned Land Easements

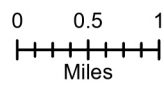
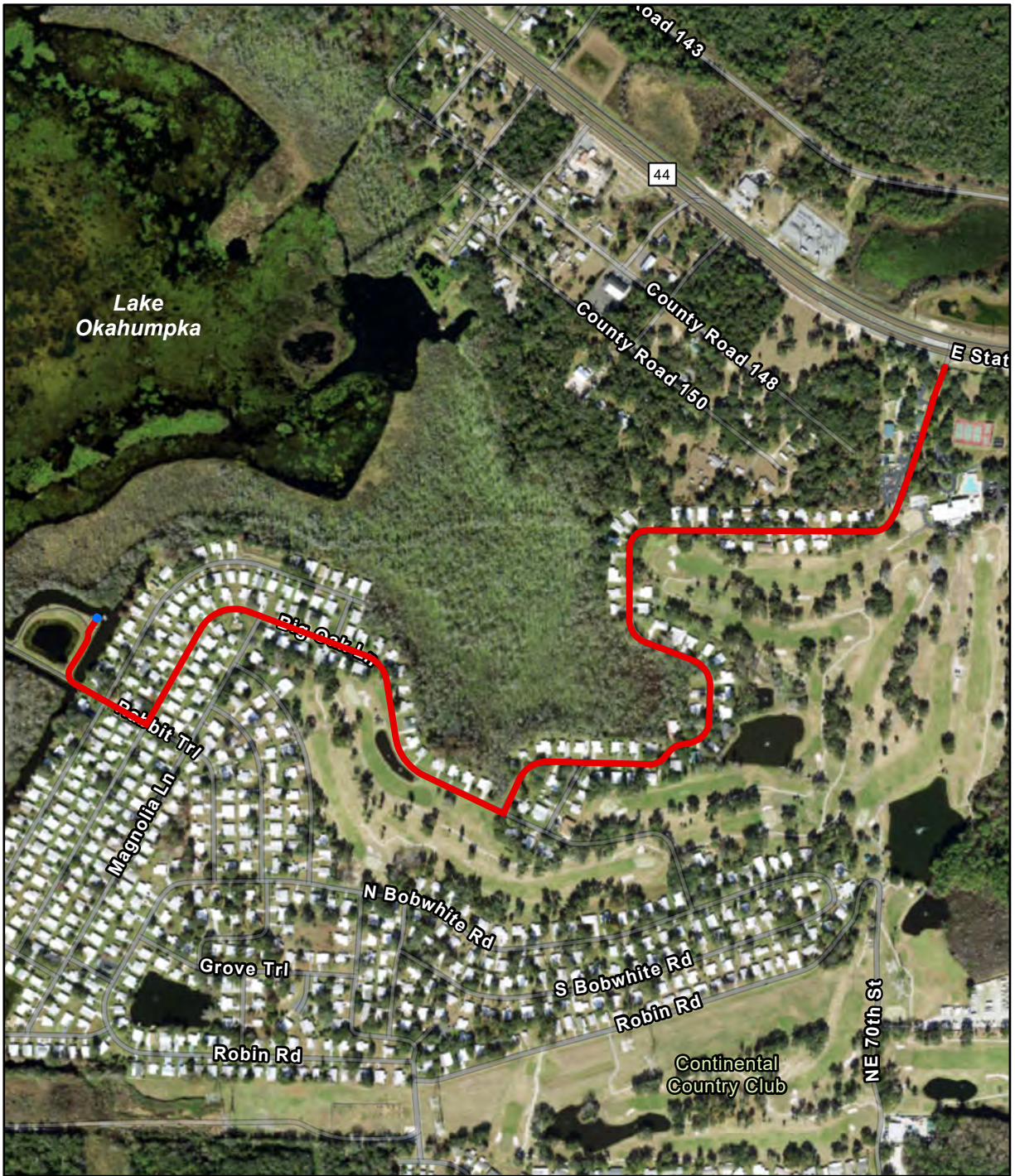


Exhibit 2
Lake Okahumpka Perpetual Easement - SWF# 19-020-127
Site Map



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

Monitoring Equipment Easement Area

Access Easement Area

05001,000

Feet

N

Southwest Florida

Water Management District

Exhibit 3

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

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

PERPETUAL EASEMENT

This Easement (this "Easement") is made and entered into this ____ day of _____ 2025, by and between Continental Country Club R.O., Inc., a Florida Not-For-Profit Corporation having a mailing address of 50 Continental Boulevard, Wildwood, FL 34785-6782, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

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

- a. To construct, maintain, repair or replace a staff gage and data monitoring equipment, and collect hydrologic data measurements over the land more particularly described on **Exhibit "A"** (the "Monitoring Equipment 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 staff gage and monitoring equipment in order to perform hydrologic measurements and to install, maintain, repair or replace the hydrologic monitoring equipment.

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 Monitoring Equipment Easement Area and Access Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid physically disturbing the staff gage and monitoring equipment 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 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 Monitoring Equipment 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. Nothing contained herein shall constitute a waiver of Grantee's sovereign immunity under Section 768.28, Florida Statutes ("Fla. Stat."), or to extend the limits of liability or recovery under Section 768.28, Fla. Stat. This provision will survive the termination of this Agreement.

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. Nothing contained herein shall constitute a waiver of Grantee's sovereign immunity under Section 768.28, Florida Statutes ("Fla. Stat."), or to extend the limits of liability or recovery under Section 768.28, Fla. Stat. This provision will survive the termination of this Agreement.

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

[signature pages follow]

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

Grantor:

Signed, sealed and delivered
in the presence of:

Continental Country Club R.O. Inc.

Witness #1 signature

By:
Title:

Print Witness #1 name

Witness #2 signature

Print Witness #2 name

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or**
☐ **online notarization**, this ____ day of _____, 2025, by _____,
as _____, for Continental Country Club R.O. Inc., a not-for-profit corporation,
on behalf of Continental Country Club R.O. Inc, who is personally known to me.

(Notary Seal)

Notary Public

Print: _____

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: Michelle Williamson
Title: Chair

ATTEST:

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

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or**
☐ **online notarization**, this ____ day of _____, 2025, by Michelle Williamson as
Chairman of the Governing Board of the Southwest Florida Water Management District, on behalf of
the Southwest Florida Water Management District, who is personally known to me.

(Notary Seal)

Notary Public
Print: _____
Commission No. _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or**
☐ **online notarization**, this ____ day of _____, 2025, by Paul J. Bispham as
Secretary of the Governing Board of the Southwest Florida Water Management District, on behalf of
the Southwest Florida Water Management District, who is personally known to me.

(Notary Seal)

Notary Public
Print: _____
Commission No. _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description Parcel 19-020-127 (Monitoring Equipment Easement Area)

A parcel of land being a portion of CONTINENTAL CAMPER RESORTS, INCORPORATED SUBDIVISION, according to the plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Sumter County, Florida, lying and being in Section 22, Township 19 South, Range 23 East, Sumter County, Florida, said parcel being more particularly described as follows:

COMMENCE at a point marking the Southwest corner of the Northwest 1/4 of Section 23, Township 19 South, Range 23 East, Sumter County, Florida; thence coincident with the West boundary of the Northwest 1/4 of said Section 23, N 00°19'42" E a distance of 823.98 feet to a point coincident with the Southerly right-of-way boundary of State Road No. 44, per Florida Department of Transportation right-of-way map section 18070-2518, said point being coincident with a non-tangent curve concave to the North, said curve having a radius of 2423.83 feet, a delta angle of 08°17'19", and being subtended by a chord bearing S 71°32'34" E for a distance of 350.33 feet; thence departing said West boundary, coincident with said Southerly right-of-way boundary and the arc of said curve a distance of 350.64 feet; thence departing said Southerly right-of-way boundary, S 20°18'11" W a distance of 164.01 feet; thence S 15°18'11" W a distance of 34.00 feet; thence S 17°22'44" W a distance of 155.00 feet; thence S 13°44'06" W a distance of 26.00 feet; thence S 18°46'06" W a distance of 182.00 feet; thence S 19°34'31" W a distance of 30.00 feet; thence S 19°56'29" W a distance of 187.46 feet; thence S 30°39'29" W a distance of 50.78 feet to a point coincident with a curve concave to the Northwest, said curve having a radius of 101.50 feet, a delta angle of 59°37'18", and being subtended by a chord bearing S 60°28'08" W for a distance of 100.92 feet; thence coincident with the arc of said curve a distance of 105.62 feet; thence N 89°43'13" W a distance of 1132.34 feet to a point coincident with a curve concave to the Southeast, said curve having a radius of 90.00 feet, a delta angle of 90°00'00", and being subtended by a chord bearing S 45°16'47" W for a distance of 127.28 feet; thence coincident with the arc of said curve a distance of 141.37 feet; thence S 00°16'47" W a distance of 359.72 feet to a point coincident with a curve concave to the Northeast, said curve having a radius of 118.76 feet, a delta angle of 69°15'00" and being subtended by a chord bearing S 34°20'43" E for a distance of 134.96 feet; thence coincident with the arc of said curve a distance of 143.54 feet; thence S 68°58'13" E a distance of 269.22 feet to a point coincident with a curve concave to the Southwest, said curve having a radius of 139.44 feet, a delta angle of 61°42'17" and being subtended by a chord bearing S 33°38'02" E for a distance of 143.01 feet; thence coincident with the arc of said curve a distance of 150.16 feet; thence S 01°22'34" W a distance of 91.42 feet; thence S 01°31'47" W a distance of 84.33 feet to a point coincident with a curve concave to the Northwest, said curve having a radius of 116.15 feet, a delta angle of 62°22'22" and being subtended by a chord bearing S 30°32'44" W for a distance of 120.29 feet; thence coincident with the arc of said curve a distance of 126.44 feet to a point of compound curvature with a curve concave to the North, said curve having a radius of 144.00 feet, a delta angle of 27°01'50" and being subtended by a chord bearing S 73°04'37" W for a distance of 67.31 feet; thence coincident with the arc of said curve a distance of 67.94 feet to a point of reverse curvature with a curve concave to the Southeast, said curve having a radius of 100.00 feet, a delta angle of 47°09'41" and being subtended by a chord bearing S 64°03'15" W for a distance of 80.01 feet; thence coincident with the arc of said curve a distance of 82.31 feet; thence S 42°07'50" W a distance of 39.12 feet to a point coincident with a curve concave to the Northwest, said curve having a radius of 100.00 feet, a delta angle of 55°04'20" and being subtended by a chord bearing S 65°07'44" W for a distance of 92.46 feet; thence coincident with the arc of said curve a distance of 96.12 feet; thence N 88°21'58" W a distance of 503.44 feet to a point coincident with a curve concave to the Southeast, said curve having a radius of 155.00 feet, a delta angle of 65°45'00" and being subtended by a chord bearing S 58°45'32" W for a distance of 168.27 feet; thence coincident with the arc of said curve a distance of 177.87 feet; thence S 24°49'10" W a distance of 191.26 feet;

thence N 64°29'28" W a distance of 454.36 feet to a point coincident with a curve concave to the Northeast, said curve having a radius of 261.14 feet, a delta angle of 49°35'59" and being subtended by a chord bearing N 36°42'32" W for a distance of 219.07 feet; thence coincident with the arc of said curve a distance of 226.07 feet; thence N 08°55'36" W a distance of 297.60 feet to a point coincident with a curve concave to the Southwest, said curve having a radius of 165.00 feet, a delta angle of 60°41'53" and being subtended by a chord bearing N 39°16'32" W for a distance of 166.74 feet; thence coincident with the arc of said curve a distance of 174.80 feet; thence N 69°24'54" W a distance of 632.13 feet to a point coincident with a curve concave to the South, said curve having a radius of 194.00 feet, a delta angle of 81°00'00" and being subtended by a chord bearing S 70°05'06" W for a distance of 251.99 feet; thence coincident with the arc of said curve a distance of 274.26 feet; thence S 29°34'49" W a distance of 555.18 feet; thence N 60°30'22" W a distance of 347.86 feet; thence N 60°43'13" W a distance of 69.72 feet to a point coincident with a curve concave to the East, said curve having a radius of 55.00 feet, a delta angle of 93°21'34", and being subtended by a chord bearing N 14°02'26" W for a distance of 80.03 feet; thence coincident with the arc of said curve a distance of 89.62 feet; thence N 32°38'21" E a distance of 105.68 feet; thence N 29°26'36" E a distance of 37.42 feet to a point coincident with curve concave to the West, said curve having a radius of 92.77 feet, a delta angle of 38°15'16", and being subtended by a chord bearing N 14°07'26" E for a distance of 60.79 feet; thence coincident with the arc of said curve a distance of 61.94 feet; thence N 31°48'29" E a distance of 79.46 feet to the POINT OF BEGINNING; thence N 58°11'31" W a distance of 5.00 feet; thence N 31°48'29" E a distance of 10.00 feet; thence S 58°11'31" E a distance of 10.00 feet; thence S 31°48'29" W a distance of 10.00 feet; thence N 58°11'31" W a distance of 5.00 feet to the POINT OF BEGINNING.

Containing an area of 100.00 square feet, 0.002 acres, more or less.

Legal Description Parcel 19-020-127 (Access Easement Area)

A 10.00 foot strip of land being of a portion of CONTINENTAL CAMPER RESORTS, INCORPORATED SUBDIVISION, according to the plat thereof, as recorded in Plat Book 3, Page 52, of the Public Records of Sumter County, Florida, lying and being in Section 22 and Section 23, Township 19 South, Range 23 East, Sumter County, Florida, said strip of land lying 5.00 feet on each side of the following described centerline:

COMMENCE at a point marking the Southwest corner of the Northwest 1/4 of Section 23, Township 19 South, Range 23 East, Sumter County, Florida; thence coincident with the West boundary of the Northwest 1/4 of said Section 23, N 00°19'42" E a distance of 823.98 feet to a point coincident with the Southerly right-of-way boundary of State Road No. 44, per Florida Department of Transportation right-of-way map section 18070-2518, said point being coincident with a non-tangent curve concave to the North, said curve having a radius of 2423.83 feet, a delta angle of 08°17'19", and being subtended by a chord bearing S 71°32'34" E for a distance of 350.33 feet; thence departing said West boundary, coincident with said Southerly right-of-way boundary and the arc of said curve a distance of 350.64 feet to the POINT OF BEGINNING; thence departing said Southerly right-of-way boundary, coincident with said centerline for the following thirty eight (38) courses: 1.) S 20°18'11" W a distance of 164.01 feet; 2.) thence S 15°18'11" W a distance of 34.00 feet; 3.) thence S 17°22'44" W a distance of 155.00 feet; 4.) thence S 13°44'06" W a distance of 26.00 feet; 5.) thence S 18°46'06" W a distance of 182.00 feet; 6.) thence S 19°34'31" W a distance of 30.00 feet; 7.) thence S 19°56'29" W a distance of 187.46 feet; 8.) thence S 30°39'29" W a distance of 50.78 feet to a point coincident with a curve concave to the Northwest, said curve having a radius of 101.50 feet, a delta angle of 59°37'18", and being subtended by a chord bearing S 60°28'08" W for a distance of 100.92 feet; 9.) thence coincident with the arc of said curve a distance of 105.62 feet; 10.) thence N 89°43'13" W a distance of 1132.34 feet to a point coincident with a curve concave to the Southeast, said curve having a radius of 90.00 feet, a delta angle of 90°00'00", and being subtended by a chord bearing S 45°16'47" W for a distance of 127.28 feet; 11.) thence coincident with the arc of said curve

a distance of 141.37 feet; 12.) thence S 00°16'47" W a distance of 359.72 feet to a point coincident with a curve concave to the Northeast, said curve having a radius of 118.76 feet, a delta angle of 69°15'00" and being subtended by a chord bearing S 34°20'43" E for a distance of 134.96 feet; 13.) thence coincident with the arc of said curve a distance of 143.54 feet; 14.) thence S 68°58'13" E a distance of 269.22 feet to a point coincident with a curve concave to the Southwest, said curve having a radius of 139.44 feet, a delta angle of 61°42'17" and being subtended by a chord bearing S 33°38'02" E for a distance of 143.01 feet; 15.) thence coincident with the arc of said curve a distance of 150.16 feet; 16.) thence S 01°22'34" W a distance of 91.42 feet; 17.) thence S 01°31'47" W a distance of 84.33 feet to a point coincident with a curve concave to the Northwest, said curve having a radius of 116.15 feet, a delta angle of 62°22'22" and being subtended by a chord bearing S 30°32'44" W for a distance of 120.29 feet; 18.) thence coincident with the arc of said curve a distance of 126.44 feet to a point of compound curvature with a curve concave to the North, said curve having a radius of 144.00 feet, a delta angle of 27°01'50" and being subtended by a chord bearing S 73°04'37" W for a distance of 67.31 feet; 19.) thence coincident with the arc of said curve a distance of 67.94 feet to a point of reverse curvature with a curve concave to the Southeast, said curve having a radius of 100.00 feet, a delta angle of 47°09'41" and being subtended by a chord bearing S 64°03'15" W for a distance of 80.01 feet; 20.) thence coincident with the arc of said curve a distance of 82.31 feet; 21.) thence S 42°07'50" W a distance of 39.12 feet to a point coincident with a curve concave to the Northwest, said curve having a radius of 100.00 feet, a delta angle of 55°04'20" and being subtended by a chord bearing S 65°07'44" W for a distance of 92.46 feet; 22.) thence coincident with the arc of said curve a distance of 96.12 feet; 23.) thence N 88°21'58" W a distance of 503.44 feet to a point coincident with a curve concave to the Southeast, said curve having a radius of 155.00 feet, a delta angle of 65°45'00" and being subtended by a chord bearing S 58°45'32" W for a distance of 168.27 feet; 24.) thence coincident with the arc of said curve a distance of 177.87 feet; 25.) thence S 24°49'10" W a distance of 191.26 feet; 26.) thence N 64°29'28" W a distance of 454.36 feet to a point coincident with a curve concave to the Northeast, said curve having a radius of 261.14 feet, a delta angle of 49°35'59" and being subtended by a chord bearing N 36°42'32" W for a distance of 219.07 feet; 27.) thence coincident with the arc of said curve a distance of 226.07 feet; 28.) thence N 08°55'36" W a distance of 297.60 feet to a point coincident with a curve concave to the Southwest, said curve having a radius of 165.00 feet, a delta angle of 60°41'53" and being subtended by a chord bearing N 39°16'32" W for a distance of 166.74 feet; 29.) thence coincident with the arc of said curve a distance of 174.80 feet; 30.) thence N 69°24'54" W a distance of 632.13 feet to a point coincident with a curve concave to the South, said curve having a radius of 194.00 feet, a delta angle of 81°00'00" and being subtended by a chord bearing S 70°05'06" W for a distance of 251.99 feet; 31.) thence coincident with the arc of said curve a distance of 274.26 feet thence S 29°34'49" W a distance of 555.18 feet; 32.) thence N 60°30'22" W a distance of 347.86 feet; 33.) thence N 60°43'13" W a distance of 69.72 feet to a point coincident with a curve concave to the East, said curve having a radius of 55.00 feet, a delta angle of 93°21'34", and being subtended by a chord bearing N 14°02'26" W for a distance of 80.03 feet; 34.) thence coincident with the arc of said curve a distance of 89.62 feet; 35.) thence N 32°38'21" E a distance of 105.68 feet; 36.) thence N 29°26'36" E a distance of 37.42 feet to a point coincident with curve concave to the West, said curve having a radius of 92.77 feet, a delta angle of 38°15'16", and being subtended by a chord bearing N 14°07'26" E for a distance of 60.79 feet; 37.) thence coincident with the arc of said curve a distance of 61.94 feet; 38.) thence N 31°48'29" E a distance of 79.46 feet to the POINT OF TERMINUS.

The sidelines of the herein described centerline are to be lengthened or shortened as to intersect the Southerly right-of-way boundary of State Road No. 44 at the Point of Beginning and with the Southerly boundary of a Staff Gauge easement at the Point of Terminus.

Containing an area of 79975.72 square feet, 1.836 acres, more or less.

Remainder of this page intentionally left blank

CONSENT AGENDA**January 28, 2025****General Counsel's Report: Approval of Consent Order – Environmental Resource Violations and Permit Condition Violations – Tampa Oaks Senior Living, LLC – Environmental Resource Permit No. 43042559.000 (Hillsborough County)**

Tampa Oaks Senior Living, LLC (“Permittee”) owns real property located at 12110 Morris Bridge Rd, Temple Terrace, Florida 33637 (“Property”). The District first issued Environmental Resource Permit (“ERP”) Number 43042559.000 (“Permit”) to Permittee on June 20, 2016, authorizing the construction of a stormwater management system (“system”) to serve a 4.04-acre assisted living facility located at the Property. The Property included buildings, parking, infrastructure, and wetland impact mitigation. The permitted plans for the system required installation of two dry retention ponds (“Pond A” and “Pond B”) to provide water quality treatment and attenuation.

Between July 2, 2018, and February 16, 2023, District staff reviewed the Permit file and conducted numerous site visits and observed numerous technical and administrative deviations.

In an effort to resolve these deviations, District staff sent numerous Notice of As-Built Deviation letters and requests for wetland mitigation reporting data, and the District’s Office of General Counsel (“OGC”) later sent Notice of Violation letters and proposed Consent Orders. OGC issued an Administrative Complaint and Order (“ACO”) on February 29, 2024. Although Permittee initially filed a petition for hearing on the ACO, it withdrew all challenges, and the ACO became final on June 7, 2024.

To resolve these above-described deviations, Permittee has agreed to the terms of the attached Consent Order, which includes payment of \$27,750.00 in penalties and \$2,250 in costs to the District for a total payment of \$30,000.00 to be paid within one hundred eighty (180) days of the approval of the Consent Order. Additionally, within one hundred eighty (180) days of the approval of the Consent Order, Permittee shall complete technical and administrative corrective actions to bring the site into compliance.

Staff Recommendation:

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

Presenter:

Rachael Johnson, Senior Attorney, Office of General Counsel

BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ORDER NO. SWF 25 –

IN RE: Tampa Oaks Senior Living, LLC
CT NO. 398974
PERMIT NO. 43042559.000
HILLSBOROUGH 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 Tampa Oaks Senior Living, LLC, 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 rules promulgated thereunder as Chapter 62-330, Florida Administrative Code ("F.A.C.").
2. Tampa Oaks Senior Living, LLC ("Permittee"), is a limited liability company registered to do business in the State of Florida. Permittee's mailing address is 4211 W Boy Scout Blvd., Ste. 150, Tampa, FL 33607.
3. On June 20, 2016, the District issued Environmental Resource Permit ("ERP") Number 43042559.000 ("Permit") to Permittee authorizing the construction of a stormwater management system ("system") to serve a 4.04-acre assisted living facility

located at 12110 Morris Bridge Rd, Temple Terrace, Florida 33637 ("Property"). The Property included buildings, parking, infrastructure, and wetland impact mitigation. The permitted plans for the system required installation of two dry retention ponds to provide water quality treatment and attenuation.

4. Between July 2, 2018 and February 16, 2023, District staff conducted numerous site visits and have observed the following technical deviations:

- a. Both Ponds A and B have had standing water remaining beyond 72 hours after a rain event; District staff also noted cattail growth, which indicates Ponds A and B have remained consistently wet. This means the system is not providing the required water quality treatment and attenuation required by the Permit.
- b. The permitted plans also require a 2" bleed down orifice on the control structure on sheet C-16 of the permitted plans, but the as-built drawings show a 3" orifice on sheet C-12; it is also unclear from the as-built drawings whether the invert was taken at the slot in the box or the elbow of the bleed down orifice. The as-built drawings also indicate that the bottom of Pond B, as identified on sheet C-01 of the permitted plans, was not constructed pursuant to the permitted plans as the bottom elevation for the northern portion of the pond appears to be approximately 1.5 feet higher than what was permitted.
- c. Additionally, the Uniform Mitigation Assessment Method ("UMAM") analysis indicated a functional loss of .13 freshwater herbaceous wetland units on .48 acres of wetlands as a result of construction on the Property. Based on

the UMAM analysis, the Permit required .26 units of functional gain, which would be accomplished through the onsite creation of .71 acres of herbaceous wetlands; however, Wetland Mitigation Area A has approximately only 20% of the required beneficial species cover while also having approximately 60% nuisance and/or invasive cover. This imbalance both violates the Permit requirements of 85% beneficial species cover and a maximum of 5% nuisance and/or invasive cover and means that the Property still has a functional loss of .13 freshwater herbaceous wetland units.

5. In addition to the technical deviations noted above, Permittee failed to file the appropriate as-built certification and Request for Conversion to Operation Form (Form 62.330.310(1)).

6. In an effort to resolve these deviations, District staff sent notices of as-built deviation on August 6, 2018, August 5, 2020, April 9, 2021, June 21, 2022, and also issued requests for wetland mitigation reporting data on May 3, 2021 and May 2, 2022.

7. District staff have been able to secure brief interactions with project manager Jon Bubb in 2018 and engineer Michael Sanders in 2020; however, these interactions have ultimately failed to adequately address the administrative and technical deviations.

8. On February 29, 2024, the District issued the Administrative Complaint and Order ("ACO") to Petitioner.

9. On March 18, 2024, the District received a timely Request for Extension of Time or Alternatively Petition for Hearing ("Petition") from Petitioner challenging the District's issuance of the ACO.

10. On March 20, 2024, the District dismissed without prejudice the Petition as facially insufficient and gave the Petitioner fourteen (14) days to refile.

11. On April 2, 2024, the District initially received a timely Response to Administrative Complaint and Order and Petition for Hearing ("Amended Petition").

12. On April 7, 2024, the District received Respondent's [sic] Withdrawal of Petition for Hearing and Request for Administrative Proceedings ("Withdrawal"), which stated that it was no longer requesting a hearing or administrative proceedings and would instead enter into an agreement with the District.

13. On April 16, 2024, the District dismissed with prejudice both the Petition and Amended Petition on the bases that Petitioner had withdrawn the Petition and Amended Petition and that Petitioner had failed to file anything in substantial compliance with the requirements of Section 120.569(2)(c), Fla. Stat., and Rule 28-106.201(2), Fla. Admin. Code. The ACO became final on June 7, 2024.

14. To date, Permittee has not corrected the administrative and technical deviations from the Permit, and the Project remains in noncompliance.

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

CONCLUSIONS OF LAW

16. The District has jurisdiction over this matter pursuant to Chapter 373, Part IV, F.S., and Chapter 62-330, F.A.C.

17. The activities described in Paragraphs 4 through 7 herein constitute violations of Specific Conditions 3-7,11,16,19, 21, 22, and General Conditions 1a, 1p, and 2 as well as Chapter 373, F.S., and Rule 62-330.350, F.A.C.

CORRECTIVE ACTIONS

18. Within one hundred eighty (180) days of approval of this Consent Order by the District's Governing Board, Permittee shall:

- a. Submit as-built drawings to the District showing that Ponds A and B meet the conditions of issuance of the Permit or apply for a formal modification of the Permit.
- b. Complete one of the following tasks as to the bleed down orifice:
 - i. Submit as-built drawings that clarify whether the invert of the control structure orifice on the as-built drawings was taken at the slot in the box or the elbow of the bleed down orifice;
 - ii. Revise the control structure as necessary and provide updated as-builts if revisions are necessary.
- c. Complete one of the following tasks as to Wetland Mitigation Area A:
 - i. As described in the Permit, install the required vegetation, and remove the nuisance exotic vegetation;
 - ii. Purchase .13 acres of wetland mitigation bank credits within the Hillsborough River ERP Watershed.
- d. Revise the bottom of Pond B or provide calculations to the District to show this loss of volume does not adversely impact water quality treatment or

water quantity attenuation. If Pond B is revised, submit new as-built drawings.

- e. Submit to the District an adequately signed, dated, and sealed As-Built Certification and Request for Conversion to Operation Phase Form (Form 62-330.310(1)).

19. Within one hundred eighty (180) days of approval of this Consent Order by the District's Governing Board, Permittee shall pay to the District a penalty in the amount of Twenty-Seven Thousand Seven Hundred Fifty Dollars (\$27,750.00) and District enforcement costs in the amount of Two Thousand Two Hundred Fifty Dollars (\$2,250.00), for a total of Thirty Thousand Dollars (\$30,000.00), by certified check or money order. If mailed, the address for payment is:

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

20. 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.

21. For each day of delay beyond any due date specified in this Consent Order, Permittee shall pay to the District an additional sum of One Hundred Dollars (\$100.00)

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.

22. Permittee hereby waives any right to an administrative hearing or judicial review of the terms of this Consent Order. Permittee reserves the right to dispute any allegation of noncompliance with the Consent Order, or any permit or approval issued hereunder.

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

24. The District hereby expressly reserves and retains the right to initiate appropriate legal action against Permittee to prevent or prohibit the future violation of any applicable statutes, rules, or orders, except as specifically addressed in this Consent Order. 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 such as may be modified) may subject Permittee to administrative 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.

25. This Consent Order is not a license or a permit. Permittee shall not undertake any further construction activities without necessary District authorizations.

26. 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.

27. Permittee shall allow authorized District representatives to access the Property at all reasonable times without prior notice to determine compliance with this Consent Order, Chapter 373, F.S., and District rules. .

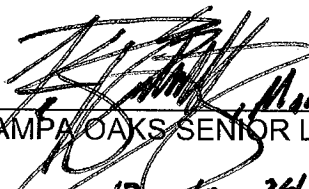
28. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69, 373.083(1), and 373.129, F.S.

29. Permittee acknowledges by the execution of this Consent Order that any future violation of Chapter 373, F.S., or District rules may result in any or all of the following: criminal prosecution, administrative action, or civil suit in which additional civil penalties and costs may be imposed.

30. 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.

31. No modifications of the terms of this Consent Order are effective unless reduced to writing and executed by all Parties. Any person who is not a party to this Consent Order and whose substantial interests may be affected by the District's action in this Order has the right to request an administrative hearing in accordance with Sections 120.569 and 120.57(1), Fla. Stat., 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, Fla. Admin. Code. Mediation under Section 120.573, Fla. Stat., 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, Fla. Admin. Code, 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.

By:  *Manager of Christian Tyler Roberts, LLC*
TAMPA OAKS SENIOR LIVING, LLC
Date: 12-10-24 *Silo Manager*

Approved by the Governing Board of the Southwest Florida Water Management District
this _____ day of _____, 2025.

By: _____
Michelle Williamson, Chair

Approved as to Legal Form and Content

Attorney

Filed this ___ day of
_____, 2025.

Deputy Agency Clerk

CONSENT ORDER
TAMPA OAKS SENIOR LIVING, LLC
CT NO. 398974
PERMIT NO. 43042559.000
HILLSBOROUGH COUNTY, FLORIDA

CONSENT AGENDA**January 28, 2025****General Counsel's Report: Amended Perpetual Exclusive and Non-Exclusive Easements – Peace River Manasota Regional Water Supply Authority PR3 Reservoir Project – RV Griffin Reserve – SWF Parcel Nos. 20-223-124X and 20-223-125X (DeSoto County)**

In 1992, the District purchased the RV Griffin Reserve in DeSoto County to help meet future water supply needs of Charlotte, DeSoto, Manatee, and Sarasota counties. On March 25, 2008, the District conveyed a Perpetual Exclusive Easement to the Peace River Manasota Regional Water Supply Authority (PRMWSA) over a portion of the Reserve (SWF Parcel No. 20-223-124X) for the PRMWSA to construct, operate, and maintain a reservoir and an aquifer storage recovery (ASR) system and all related appurtenances. The conveyance of the exclusive easement allowed the PRMWSA to construct a second reservoir adjacent to its water treatment facility near the Peace River. The second reservoir was completed in 2009. The same day, the District conveyed a Perpetual Nonexclusive Easement to the PRMWSA over an adjacent parcel (SWF Parcel No. 20-223-125X), also within the RV Griffin Reserve, for the construction, operation, and maintenance of water treatment and storage facilities and an ASR system, but the construction and development of a reservoir is prohibited within this easement area. Further, the public was provided access to enter upon the non-exclusive easement area for recreational purposes.

PRMWSA plans to build a third reservoir (PR3 Reservoir Project) at this site, which necessitates the amendment of the exclusive and non-exclusive easements to provide the requisite legal interest to the PRMWSA to do so as this project will be constructed on property that was not encumbered by the existing easements. The footprint of the third reservoir, related appurtenances, and associated wetland mitigation areas will cover the remaining property owned by the District. Because the public needs to be excluded from the reservoirs and the surrounding mitigation areas to ensure the security of the facility and the integrity of the mitigation areas, the newly expanded easement will be exclusive and cover the entire footprint of the District's fee ownership at RV Griffin Reserve. The conveyance of this exclusive easement will be accomplished through the execution of the Amended Perpetual Exclusive Easement, which is attached as an exhibit to this recap for the Governing Board's review and consideration.

Staff Recommendation:

Approve, accept, and execute the attached Amended Perpetual Exclusive Easement over the RV Griffin Reserve to provide the requisite legal interest to the Peace River Manasota Regional Water Supply Authority to construct its PR3 Reservoir Project.

Presenter:

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

AMENDED PERPETUAL EXCLUSIVE EASEMENT

THIS AMENDED PERPETUAL EXCLUSIVE EASEMENT (Amended Exclusive Easement), is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation (Grantor), whose address is 2379 Broad Street, Brooksville, Florida 33604 and the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district of the State of Florida (Grantee), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, collectively referred to as the “Parties”.

RECITALS:

WHEREAS, Grantor owns certain property, known as the RV Griffin Reserve, in DeSoto County, Florida as shown and described on **Exhibit A** attached hereto and incorporated herein (Property); and

WHEREAS, Grantor previously conveyed to Grantee a Perpetual Exclusive Easement, Instrument Number 200814003441, recorded April 3, 2008, in the Official Records of Desoto County, Florida (Original Exclusive Easement) to allow Grantee to engage in Water Resource Development on portions of the Property; and

WHEREAS, Grantor also previously conveyed to Grantee a Perpetual Non-Exclusive Easement, Instrument Number 200814003442, recorded April 3, 2008, in the Official Records of DeSoto County, Florida (Original Non-Exclusive Easement); and

WHEREAS, Grantor and Grantee also entered into an Agreement for the Management and Operation of the RV Griffin Preserve (Management Agreement) that shall remain in full force and effect; and

WHEREAS, Grantor and Grantee entered into a Land Use and Management Plan for the RV Griffin Reserve pursuant to the Agreement for the Management and Operations of the RV Griffin Reserve that shall remain in full force and effect; and

WHEREAS, Grantee has engaged in Water Resource Development that included the construction of a reservoir and appurtenances; and

WHEREAS, Grantee desires to further engage in Water Resource Development by constructing, operating, and maintaining an additional reservoir and appurtenances (New Reservoir); and

WHEREAS, to engage in further expansion of Water Resource Development, including the New Reservoir on the Property, Grantee requires the Original Exclusive Easement be amended to include the portions of the Property subject to the Original Non-Exclusive Easement for the construction, operation, and maintenance of the New Reservoir; and

WHEREAS, Grantor and Grantee agree to amend the Original Exclusive Easement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above recitals, and the sum of Ten and No/00 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the Grantor and Grantee agree to amend the Original Exclusive Easement as follows:

- A. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
- B. **Definitions.**
 - 1. **ASR System.** ASR System refers to aquifer storage recovery and monitoring wells and all related appurtenances.
 - 2. **Water Resource Development.** Water Resource Development shall include reservoir, construction, excavation, installation, operation, maintenance, repairs, replacement, modification, improvements and conveyances of pipelines, pump fixtures, roadways, access road, ancillary buildings, powerlines, solar power system, wells of any kind, ASR System, water treatment facilities, water storage facilities, brackish water wellfield, wetland and wildlife mitigation areas for impacts on this Property, appurtenances or facilities related to the development of or storage of water resources.
- C. **Grant of Easement.** Grantor hereby agrees to amend the Original Exclusive Easement to include the portions of the Property that were subject to the grant of the Original Non-Exclusive Easement legally described in **Exhibit B**, attached hereto and incorporated herein by this reference, for Water Resource Development and ingress and egress and entry to construct, operate, manage, maintain, repair, replace, modify, improve and control for Water Resource Development together with the right to (i) install, construct, operate, manage, maintain and replace any utilities and paved roadways necessary for Water Resource Development, including the installation of a photovoltaic power station limited to generating energy sufficient to offset the power needs of Water Resource Development on the Property; (ii) erect a fence; (iii) remove or bring in soil, remove trees, bushes, undergrowth for any reason; (iv) and (iv) obtain any necessary permits and approvals required for Water Resource Development. Grantor shall have the right to access and enter upon the portions of the Property subject to this Amended Perpetual Exclusive Easement upon reasonable prior notice to the Grantee. In accordance with the

Management Agreement, Grantee shall be responsible for all activities on the Property subject to this Amended Perpetual Exclusive Easement, which activities shall comply with applicable federal, state, and local laws, regulations, ordinances, and permits.

- D. **Covenant.** Except as amended herein, the terms and conditions of the Original Exclusive Easement shall remain in full force and effect. The easement rights, obligations, covenants, and agreements herein granted and established, shall run with the land, and inure to the benefit of the Parties and their successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amended Perpetual Exclusive Easement to be executed by their lawful representatives on the date or dates set forth below, with the intention that this Amended Perpetual Exclusive Easement shall be effective as of the date of the last of the parties to sign.

GRANTOR: SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Attest: _____
Jack Bispham, Secretary

By: _____
Michelle Williamson, Chair

Date _____ (seal)

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me by means of ☐ Physical presence or ☐ online notarization, this _____ by _____, who is personally known to me; or who has produced _____ as identification.

Notary Public
Printed Name: _____

My Commission Expires: _____

My Commission No: _____

GRANTEE: PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an interlocal governmental entity of the State of Florida

By: _____

Printed Name: _____

As Its: _____

Attest:

By: _____

Printed Name: _____

As Its: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me by means of ☐ Physical presence or ☐ online notarization, this _____ by _____, who is personally known to me; or who has produced _____ as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

My Commission No: _____

Approved to form and correctness:

Douglas Manson, Esq., General Counsel

EXHIBIT B

DESCRIPTION OF SOUTHWESTERLY PORTION OF THE SWFWMD PROPERTY:

PORTIONS OF SECTIONS 7, 8, 17, 18, 19, 20 AND 30, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFORESAID SECTION 17, AT FLORIDA STATE PLANE COORDINATE SYSTEM N.= 1002047.40 FEET AND E.= 648215.63 FEET; THENCE S.00033'23"W., (GRID BEARING) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 2676.34 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE S.00031'41"W., ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2255.70 FEET TO THE "POINT OF BEGINNING" BEARING N.00031'41"E., A DISTANCE OF 392.33 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE THROUGH SECTIONS 17, 8 AND 7, N.40040'19"W., A DISTANCE OF 7059.96 FEET; THENCE N.25045'29"W., A DISTANCE OF 2060.04 FEET; THENCE S.08027'19"W., A DISTANCE OF 717.06 FEET; THENCE S.56005'42"W., A DISTANCE OF 802.61 FEET; THENCE N.52030'45"W., A DISTANCE OF 1746.58 FEET; THENCE N.41015'08"W., A DISTANCE OF 1206.28 FEET; THENCE S.81034'32"W., A DISTANCE OF 1169.47 FEET; THENCE S.58017'02"W., A DISTANCE OF 974.75 FEET; THENCE S.85004'05"W., A DISTANCE OF 239.22 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 7; THENCE S.00014'48"W., ALONG SAID WEST LINE OF SECTION 7, A DISTANCE OF 2340.29 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE S.00014'39"W., ALONG THE WEST LINE OF SECTION 18, A DISTANCE OF 5325.25 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE S.00003'38"W., ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 5306.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30; THENCE S.00004'01"W., ALONG THE WEST LINE OF SECTION 30, A DISTANCE OF 2954.32 FEET; THENCE N.51013'28"E., THROUGH SECTIONS 30, 19, 20 AND 17, A DISTANCE OF 13744.73 FEET TO THE POINT OF BEGINNING.

AND

DESCRIPTION OF MITIGATION AREA "A" AND "B":

A PORTION OF SECTION 32, TOWNSHIP 38 SOUTH, RANGE 23 EAST AND PORTIONS OF SECTIONS 4, 5, 6, 7, 8 AND 9, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID SECTION 5, AT FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE N.= 1007313.55 FEET AND E.= 648262.44 FEET; THENCE N.00057'15"E., (GRID BEARING) ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 507.28 FEET TO THE "POINT OF BEGINNING"; THENCE ON A LINE THROUGH SAID SECTIONS 5, 7 AND 8, N.48025'21"W., A DISTANCE OF 951.03 FEET; THENCE N.89016'43"W., A DISTANCE OF 612.94 FEET; THENCE S.25003'25"W., A DISTANCE OF 874.76 FEET; THENCE S.79013'48"W., A DISTANCE OF 520.97 FEET; THENCE N.68040'05"W., A DISTANCE OF 613.11 FEET; THENCE S.71020'52"W., A DISTANCE OF 1338.21 FEET; THENCE N.75048'40"W., A DISTANCE OF 133.29 FEET; THENCE S.56046'20"W., A

EXHIBIT B

DISTANCE OF 998.50 FEET; THENCE S.84019'25"W., A DISTANCE OF 249.57 FEET; THENCE N.61047'17"W., A DISTANCE OF 432.08 FEET; THENCE N.52000'36"W., A DISTANCE OF 215.12 FEET; THENCE S.55027'27"W., A DISTANCE OF 1483.90 FEET; THENCE S.62007'15"W., A DISTANCE OF 1090.42 FEET; THENCE S.33056'52"E., A DISTANCE OF 1080.45 FEET; THENCE N.54014'48"E., A DISTANCE OF 671.76 FEET; THENCE N.28044'02"W., A DISTANCE OF 702.93 FEET; THENCE N.62046'26"E., A DISTANCE OF 413.77 FEET; THENCE S.80026'49"E., A DISTANCE OF 121.28 FEET; THENCE S.57040'03"E., A DISTANCE OF 313.49 FEET; THENCE S.24027'00"E., A DISTANCE OF 525.41 FEET; THENCE N.64033'50"E., A DISTANCE OF 897.47 FEET; THENCE N.08006'41"E., A DISTANCE OF 583.91 FEET; THENCE N.51044'24"E., A DISTANCE OF 405.14 FEET; THENCE N.67025'42"E., A DISTANCE OF 107.33 FEET; THENCE S.62011'24"E., A DISTANCE OF 161.42 FEET; THENCE N.63055'51"E., A DISTANCE OF 630.11 FEET; THENCE N.78051'12"E., A DISTANCE OF 439.41 FEET; THENCE S.21044'52"E., A DISTANCE OF 755.02 FEET; THENCE S.07013'26"E., A DISTANCE OF 557.42 FEET; THENCE S.29012'52"W., A DISTANCE OF 1492.96 FEET; THENCE S.85049'40"W., A DISTANCE OF 1459.07 FEET; THENCE S.08027'19"W., A DISTANCE OF 717.06 FEET; THENCE S.56005'42"W., A DISTANCE OF 802.61 FEET; THENCE N.52030'45"W., A DISTANCE OF 1746.58 FEET; THENCE N.41015'08"W., A DISTANCE OF 1206.28 FEET; THENCE S.81034'32"W., A DISTANCE OF 1169.47 FEET; THENCE S.58017'02"W., A DISTANCE OF 974.75 FEET; THENCE S.85004'05"W., A DISTANCE OF 239.22 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 7; THENCE N.00014'48"E., ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 2984.03 FEET TO THE SOUTHWEST CORNER OF AFORESAID SECTION 6; THENCE N.00014'29"E., ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 2379.41 FEET; THENCE ON A LINE THROUGH AFORESAID SECTIONS 6, 5 AND 32, N.53031'54"E., A DISTANCE OF 1902.97 FEET; THENCE S.82003'14"E., A DISTANCE OF 549.97 FEET; THENCE N.65017'55"E., A DISTANCE OF 1095.80 FEET; THENCE S.89043'16"E., A DISTANCE OF 1778.89 FEET; THENCE N.57057'36"E., A DISTANCE OF 2478.67 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE OLD TAMPA SOUTHERN RAILROAD (130 FEET WIDE); THENCE S.50041'04"E., ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2012.75 FEET; THENCE ON A LINE THROUGH AFORESAID SECTIONS 5, 6 AND 7, S.43057'45"W., A DISTANCE OF 510.82 FEET; THENCE S.77013'41"W., A DISTANCE OF 652.06 FEET; THENCE S.33034'13"W., A DISTANCE OF 1190.06 FEET; THENCE S.82033'04"W., A DISTANCE OF 1830.24 FEET; THENCE S.28001'24"W., A DISTANCE OF 258.24 FEET; THENCE S.54028'18"E., A DISTANCE OF 340.15 FEET; THENCE S.22044'19"E., A DISTANCE OF 282.92 FEET; THENCE S.28026'24"W., A DISTANCE OF 195.24 FEET; THENCE S.54017'07"W., A DISTANCE OF 226.42 FEET; THENCE N.66029'45"W., A DISTANCE OF 1089.18 FEET; THENCE S.61048'07"W., A DISTANCE OF 552.69 FEET; THENCE N.85049'30"W., A DISTANCE OF 802.79 FEET; THENCE S.73021'56"W., A DISTANCE OF 641.79 FEET; THENCE S.57048'21"W., A DISTANCE OF 699.98 FEET; THENCE S.23019'20"W., A DISTANCE OF 1056.88 FEET; THENCE S.77048'29"E., A DISTANCE OF 1078.47 FEET; THENCE N.06006'54"E., A DISTANCE OF 440.36 FEET; THENCE N.62043'38"E., A DISTANCE OF 389.83 FEET; THENCE S.75029'07"E., A DISTANCE OF 807.40 FEET; THENCE N.18034'16"E., A DISTANCE OF 775.44 FEET; THENCE N.62015'41"E., A DISTANCE OF 321.33 FEET; THENCE S.68050'43"E., A DISTANCE OF 989.69 FEET; THENCE N.32025'17"E., A DISTANCE OF 1061.39 FEET; THENCE S.60038'02"E., A DISTANCE OF 920.97 FEET; THENCE N.50007'55"E., A DISTANCE OF

EXHIBIT B

1092.84 FEET; THENCE N.83040'54"E., A DISTANCE OF 884.41 FEET- THENCE N.24005'38"E., A DISTANCE OF 623.13 FEET THENCE N.74032'54"E., A DISTANCE OF 1701.81 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE OLD TAMPA SOUTHERN RAILROAD (130 FEET WIDE); THENCE S.50041'04"E., ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1282.98 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 5, BEARING N.00 57'15"E., A DISTANCE OF 2167.04 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 5- THENCE S.00057'15"W., ALONG SAID EAST LINE, A DISTANCE OF 146.66 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE OLD TAMPA SOUTHERN RAILROAD (100 FEET WIDE IN SECTION 4); THENCE S.50041'04"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2592.37 FEET; THENCE ON A LINE THROUGH AFORESAID SECTIONS 4 AND 9, S.43030'02"W., A DISTANCE OF 846.24 FEET; THENCE S.69043'11"W., A DISTANCE OF 292.00 FEET; THENCE N.72043'22"W., A DISTANCE OF 358.53 FEET; THENCE N.48025'21"W., A DISTANCE OF 1112.31 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 4 AND THE POINT OF BEGINNING.

AND

DESCRIPTION OF EXISTING DESOTO WETLANDS CONSERVATION AREA:

A PORTION OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 23 EAST AND A PORTION OF SECTION 6 TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, AT FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE N.= 1007313.55 FEET AND E.= 648262.44 FEET; THENCE N.00057'15"E., (GRID BEARING) ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 2167.04 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE OLD TAMPA SOUTHERN RAILROAD (130 FEET WIDE); THENCE N.50041'04"W., ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 7912.28 FEET TO THE "POINT OF BEGINNING"; THENCE S.52058'24"W., THROUGH AFORESAID SECTIONS 31 AND 6, A DISTANCE OF 5829.47 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 6; THENCE N.00014'29"E., ALONG SAID WEST LINE, A DISTANCE OF 1665.67 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 31, TOWNSHIP 38 SOUTH, RANGE 23 EAST; THENCE N.00014'29"E., ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 93.16 FEET TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 39 SOUTH, RANGE 22 EAST; THENCE N.00022'55"E., ALONG SAID WEST LINE OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 23 EAST, A DISTANCE OF 5323.50 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE S.88025'23"E., ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 46.07 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE OLD TAMPA SOUTHERN RAILROAD (130 FEET WIDE); THENCE S.50041'04"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4400.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE S.88039'38"E., ALONG SAID NORTH LINE, A DISTANCE OF 211.26 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE OLD TAMPA SOUTHERN

EXHIBIT B

RAILROAD (130 FEET WIDE); THENCE S.50041'04"E., ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1227.06 FEET TO THE POINT OF BEGINNING.

AND

DESCRIPTION OF PASTURE AREA "A":

PORTIONS OF SECTIONS 31 AND 32, TOWNSHIP 38 SOUTH, RANGE 23 EAST AND PORTIONS OF SECTIONS 5, AND 6 TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID SECTION 5, AT FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE N.= 1007313.55 FEET AND E.= 648262.44 FEET; THENCE N.00057'15"E., (GRID BEARING) ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 2167.04 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE OLD TAMPA SOUTHERN RAILROAD (130 FEET WIDE); THENCE N.50041'04"W., ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4950.33 FEET TO THE "POINT OF BEGINNING"; THENCE N.50041'04"W., ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2961.95 FEET; THENCE S.52058'24"W., THROUGH SAID SECTIONS 31 AND 6, A DISTANCE OF 5829.47 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 6; THENCE S.00014'29"W., ALONG SAID WEST LINE, A DISTANCE OF 1185.51 FEET TO A POINT BEARING N.00014'29"E., A DISTANCE OF 2379.41 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ON A LINE THROUGH AFORESAID SECTIONS 6, 5 AND 32, N.53031'54"E., A DISTANCE OF 1902.97 FEET; THENCE S.82003'14"E., A DISTANCE OF 549.97 FEET; THENCE N.65017'55"E., A DISTANCE OF 1095.80 FEET; THENCE S.89043'16"E., A DISTANCE OF 1778.89 FEET; THENCE N.57057'36"E., A DISTANCE OF 2478.67 FEET TO THE POINT OF BEGINNING.

AND

DESCRIPTION OF PASTURE AREA "B":

PORTIONS OF SECTIONS 5, 6 AND 7, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID SECTION 5, AT FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE N.= 1007313.55 FEET AND E.= 648262.44 FEET; THENCE N.00057'15"E., (GRID BEARING) ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 2167.04 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE OLD TAMPA SOUTHERN RAILROAD (130 FEET WIDE); THENCE N.50041'03"W., ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1282.98 FEET TO THE "POINT OF BEGINNING"; THENCE N.50041'04"W., ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1654.60 FEET; THENCE ON A LINE RUNNING THROUGH SAID SECTIONS 5, 6 AND 7, S.43057'45"W., A DISTANCE OF 510.82 FEET; THENCE S.77013'41"W., A DISTANCE OF 652.06 FEET; THENCE S.33034'13"W., A DISTANCE OF 1190.06 FEET; THENCE S.82033'04"W., A DISTANCE OF 1830.24 FEET; THENCE S.28001'24"W., A DISTANCE OF

EXHIBIT B

258.24 FEET; THENCE S.54028'18"E., A DISTANCE OF 340.15 FEET; THENCE S.22044'19"E., A DISTANCE OF 282.92 FEET; THENCE S.28026'24"W., A DISTANCE OF 195.24 FEET; THENCE S.54017'07"W., A DISTANCE OF 226.42 FEET; THENCE N.66029'45"W., A DISTANCE OF 1089.18 FEET; THENCE S.61048'07"W., A DISTANCE OF 552.69 FEET; THENCE N.85049'30"W., A DISTANCE OF 802.79 FEET; THENCE S.73021'56"W., A DISTANCE OF 641.79 FEET; THENCE S.57048'21"W., A DISTANCE OF 699.98 FEET; THENCE S.23019'20"W., A DISTANCE OF 1056.88 FEET; THENCE S.77048'29"E., A DISTANCE OF 1078.47 FEET; THENCE N.06006'54"E., A DISTANCE OF 440.36 FEET; THENCE N.62043'38"E., A DISTANCE OF 389.83 FEET; THENCE S.75029'07"E., A DISTANCE OF 807.40 FEET; THENCE N.18034'16"E., A DISTANCE OF 775.44 FEET; THENCE N.62015'41"E., A DISTANCE OF 321.33 FEET; THENCE S.68050'43"E., A DISTANCE OF 989.69 FEET; THENCE N.32025'17"E., A DISTANCE OF 1061.39 FEET; THENCE S.60038'02"E., A DISTANCE OF 920.97 FEET; THENCE N.50007'55"E., A DISTANCE OF 1092.84 FEET; THENCE N.83040'54"E., A DISTANCE OF 884.41 FEET; THENCE N.24005'38"E., A DISTANCE OF 623.13 FEET THENCE N.74032'54"E., A DISTANCE OF 1701.81 FEET TO THE POINT OF BEGINNING.

AND

DESCRIPTION OF PASTURE AREA "C":

PORTIONS OF SECTIONS 5, 7 AND 8, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID SECTION 5, AT FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE N.= 1007313.55 FEET AND E.= 648262.44 FEET THENCE S.89042'42"W., (GRID BEARING) ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2766.80 FEET; THENCE N.00017'18"W., A DISTANCE OF 493.25 FEET TO THE "POINT OF BEGINNING"; THENCE ON A LINE THROUGH SAID SECTIONS 5, 7 AND 8,; S.71020'52"W., A DISTANCE OF 1338.21 FEET; THENCE N.75048'40"W., A DISTANCE OF 133.29 FEET; THENCE S.56046'20"W., A DISTANCE OF 998.50 FEET; THENCE S.84019'25"W., A DISTANCE OF 249.57 FEET; THENCE N.61047'17"W., A DISTANCE OF 432.08 FEET; THENCE N.52000'36"W., A DISTANCE OF 215.12 FEET; THENCE S.55027'27"W., A DISTANCE OF 1483.90 FEET; THENCE S.62007'15"W., A DISTANCE OF 1090.42 FEET; THENCE S.33056'52"E., A DISTANCE OF 1080.45 FEET; THENCE N.54014'48"E., A DISTANCE OF 671.76 FEET; THENCE N.28044'02"W., A DISTANCE OF 702.93 FEET; THENCE N.62046'26"E., A DISTANCE OF 413.77 FEET; THENCE S.80026'49"E., A DISTANCE OF 121.28 FEET; THENCE S.57040'03"E., A DISTANCE OF 313.49 FEET; THENCE S.24027'00"E., A DISTANCE OF 525.41 FEET; THENCE N.64033'50"E., A DISTANCE OF 897.47 FEET; THENCE N.08006'41"E., A DISTANCE OF 583.91 FEET; THENCE N.51044'24"E., A DISTANCE OF 405.14 FEET; THENCE N.67025'42"E., A DISTANCE OF 107.33 FEET; THENCE S.62011'24"E., A DISTANCE OF 161.42 FEET; THENCE N.63055'51"E., A DISTANCE OF 630.11 FEET; THENCE N.78051'12"E., A DISTANCE OF 439.41 FEET; THENCE N.50050'00"E., A DISTANCE OF 1272.69 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

AND

DESCRIPTION OF HORSE TRAIL HEAD PARCEL:

A PORTION OF SECTION 16, TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFORESAID SECTION 16, AT FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE N.= 1001991.58 FEET AND E.= 653520.42 FEET; THENCE S.00°45'28"W., ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 202.70 FEET; THENCE S.65°59'35"W., A DISTANCE OF 34.51 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1345.84 FEET, A CENTRAL ANGLE OF 18°14'35", A CHORD BEARING OF S.56°52'18"W. AND A CHORD LENGTH OF 426.71 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 428.52 FEET FOR A POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1345.84 FEET, A CENTRAL ANGLE OF 04°11'02", A CHORD BEARING OF S.45°39'29"W. AND A CHORD LENGTH OF 98.26 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 98.28 FEET; THENCE S.46°26'02"E., ON A RADIAL LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1325.84 FEET, A CENTRAL ANGLE OF 22°57'27", A CHORD BEARING OF S.32°05'14"W. AND A CHORD LENGTH OF 527.70 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 531.24 FEET; THENCE N.16°04'51"W., A DISTANCE OF 709.94 FEET; THENCE S.81°28'59"E., A DISTANCE OF 540.24 FEET; THENCE S.01°12'39"W., A DISTANCE OF 72.62 FEET TO THE POINT OF BEGINNING.

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CONSENT AGENDA

January 28, 2025

Executive Director's Report: Approve Governing Board Minutes – December 17, 2024

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



GOVERNING BOARD MEETING
TUESDAY, DECEMBER 17, 2024 – 9:00 A.M.
2379 BROAD STREET, BROOKSVILLE, FLORIDA 34604
(352) 796-7211

Board Members Present

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

Board Members Absent

Ed Armstrong, Member

Staff Members

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

Board Administrative Support

Virginia Singer, Manager
Lori Manuel, Administrative Coordinator

1. Convene Public Meeting

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting on December 17 at 9:00 a.m., at the Brooksville Office at 2379 Broad Street, Brooksville, Florida 34604. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

Chair Michelle Williamson called the meeting to order. She noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Chair Williamson stated that anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should complete and submit a "Request to Speak" card. She stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. Chair Williamson also requested that several individuals wishing to speak on the same topic designate a spokesperson. She introduced each member of the Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

1.2 Invocation and Pledge of Allegiance

Vice Chair John Mitten offered the invocation, and the Pledge of Allegiance.

1.3 Employee Recognition

No Milestones were presented.

1.4 Additions/Deletions to Agenda

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

1.5 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddis spoke regarding watersheds.

Ms. Aja Moore spoke regarding concerns related to the Weeki Wachee Channel Restoration project.

Ms. Jennette Seachrist, Resource Management Director, stated that the dredge project is scheduled to be completed within 30 days. She said the District's website is updated routinely and the District provides responses to any requests for information. Ms. Seachrist indicated that water quality sampling is being done routinely. She stated she is not aware of any communication issues between the agencies involved with the project but will confirm.

Treasurer Ashley Bell Barnett suggested a workshop be provided to clarify the different roles and responsibilities associated with governmental agencies.

Mr. Brian Armstrong, Executive Director, provided background and explained the interagency coordination and challenges related to the dredging project.

Consent Agenda

Resource Management Committee

2.1 Citrus County Old Homosassa East Septic to Sewer (Q134) – Scope and Cost Revision

Staff recommended the Board authorize staff to amend the Citrus County Old Homosassa East Septic to Sewer Project (Q134) cooperative funding agreement to:

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

Operations, Lands and Resource Monitoring Committee

2.2 Perpetual Easement – Lake Lowery; SWF Parcel No. 20-020-147 (Polk County)

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

General Counsel's Report

2.3 Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp; SWF Parcel No. 15-347-129X (Citrus County)

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

2.4 Approval of Interagency Agreement – Designation of Regulatory Responsibility to Suwannee River Water Management District for Water Use Permit – Straughn Farm, LLC (Levy County)

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

Executive Director's Report

2.5 Approve Governing Board Minutes – November 19, 2024

Staff recommended the Board approve the minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio – 00:19:05)

Discussion

Finance/Outreach and Planning Committee

Treasurer Ashley Bell Barnett called the committee to order.

3.1 Consent Item(s) Moved to Discussion – None

3.2 Discussion: Action Item: Preliminary Budget for Fiscal Year 2026

Mr. Brandon Baldwin, Business and IT Services Director, presented the Fiscal Year 2026 (FY26) Preliminary Budget. He provided an overview and timeline of the budget development cycle. Mr. Baldwin presented a comparison table of budget metrics from FY22-FY25 (adopted) through FY26 (preliminary).

Mr. Baldwin stated the FY26 preliminary budget totals \$236.2 million. He explained the projected ad valorem is an increase of \$4.5 million, which is based on a rolled-back rate with an estimated 3.47 percent in new construction. Mr. Baldwin outlined the anticipated revenue and reductions in state, federal and local revenue funding, and appropriations that will be provided by FDEP (Florida Department of Environmental Protection) following the approval of the FY26 state budget. He emphasized the amounts are tentative and any adjustments will be made before the adoption of the budget. Mr. Baldwin discussed the use of funds remaining from prior years and the use of project reserves.

Mr. Baldwin provided an overview with a graphic comparison of expenditures by category, for the adopted FY25 budget and the FY26 preliminary budget. He provided an overview with a graphic comparison for expenditures by program and Areas of Responsibility (AOR), for the FY25 adopted budget and the FY26 preliminary budget.

Board Member Joel Schleicher asked if the anticipated revenue increase is affected by the 2024 hurricane season, how would those funds be comprised. Mr. Baldwin explained that the roll-back rate would be adjusted, and a line-by-line review would be completed and modifications made. Mr. Armstrong explained that budgetary adjustments would be made to statutorily obligated versus non-statutorily obligated expenditures.

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

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 00:46:25)

3.3 Budget Transfer Report

This item was for information. No action was required.

Resource Management Committee

Board Member Dustin Rowland called the committee to order.

4.1 Consent Item(s) Moved to Discussion - None

4.2 Fiscal Year 2026 Cooperative Funding Process

Mr. Kevin Wills, Cooperative Funding Initiative Lead, presented information regarding the FY26 Cooperative Funding Initiative (CFI) review process. He provided a schedule for reviewing, scoring, and approving funding requests.

Mr. Wills provided a summary of the applications received for FY26. This included the number of applications received, the staff ranking, and the proposed funding amounts requested. He presented a comparison of funding requests for FY22 through FY26. Mr. Wills provided a proposed agenda for the CFI presentation at the February 2026 Board meeting.

Staff recommended the Board approve eliminating the Regional Subcommittee meetings for the FY2026 CFI review process.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 00:52:38)

4.3 Peace River Manasota Regional Water Supply Authority – Regional Integrated Loop System Phase 3C Project – Storage and Pumping Improvements Third-Party Review (Q313)

Mr. Jay Hoecker, Water Resources Bureau Chief, provided an overview of the Peace River Manasota Regional Water Supply Authority (Authority) Regional Integrated Loop System Phase 3C Project. He outlined the benefits associated, an estimate of costs and budgeting of funds, and summarized the third-party review.

Secretary Jack Bispham asked how the funds will be generated by the Authority. Mr. Mike Knowles, Authority, stated that funding will come from an approved interlocal agreement with Sarasota County. Discussion ensued.

Staff recommended the Board:

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

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:00:42)

4.4 Annual Status of the Southern Water Use Caution Area Recovery Strategy

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

Operations, Lands and Resource Monitoring Committee

Board Member Robert Stern called the committee to order.

5.1 Consent Item(s) Moved to Discussion – None

5.2 Hydrologic Conditions Report

Ms. Tamera McBride, P.G., Hydrologic Data Manager, presented the hydrologic conditions report. She stated that conditions since hurricane Milton to present have been dry. The 12-month rainfall total was above average. The Climate Prediction Center is indicating that a transition to La Niña is still anticipated but slower and weaker than originally predicted.

Ms. McBride provided information regarding rainfall, streamflow, groundwater levels, lake levels, public supply reservoirs and climate forecasts. She provided provisional data for rainfall for December 1-12. She stated that although some stored water supply is in use, storage amounts are robust. Ms. McBride stated the near-term climate forecast indicates above-normal temperatures and below-normal precipitation. Ms. McBride responded to questions.

This item was for information. No action was required.

5.3 Oilwell Road Timber Harvest Agreement

Mr. Chris Reed, Land Management Manager, presented information regarding the Oilwell Road Timber Harvest agreement. He provided an overview of the District's Timber Management Program, the District policy, procedures and objectives regarding land use and management. Mr. Reed responded to questions.

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

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:21:09)

Regulation Committee

Board Member James Holton called the committee to order.

6.1 Consent Item(s) Moved to Discussion - None

6.2 Denials Referred to the Governing Board

No denials were presented.

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion - None

7.2 Affirm Governing Board Committee Actions

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

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:22:10)

Committee/Liaison Reports

8.1 Industrial Advisory Committee

A written summary of the November 5 meeting was provided.

8.2 Public Supply Advisory Committee

A written summary of the November 5 meeting was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, wished everyone a Merry Christmas.

Chair's Report

10.1 Chair's Report

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

Chair Williamson reminded the Board of the workshop following this meeting.

Chair Williamson stated the next scheduled Board meeting is on Tuesday, January 28 at 9:00 a.m., in the Tampa office.

10.2 Employee Milestones

A written summary was provided.

Adjournment

The meeting adjourned at 10:23 a.m.

Governing Board Meeting

January 28, 2025

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	Discussion: Consent Item(s) Moved to Discussion	94
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3.3	Discussion: Action Item: Fiscal Year 2025 Budget Amendment for Repair of Damage and Debris Removal from Hurricanes Debby, Helene, and Milton	109
3.4	Discussion: Information Item: Status of the 2025 Consolidated Annual Report.....	113
3.5	Submit & File: Information Item: Budget Transfer Report	115
3.6	Submit & File: Information Item: Office of Inspector General Quarterly Update – October 1, 2024 to December 31, 2024	117

FINANCE/OUTREACH AND PLANNING COMMITTEE

January 28, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

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

FINANCE/OUTREACH AND PLANNING COMMITTEE

January 28, 2025

Discussion: Action Item: Investment Strategy Quarterly Update

Purpose

Provide quarterly update of the investment portfolio.

Background

In accordance with Board Policy, *Investments*, a quarterly investment report shall include the following:

1. A listing of individual securities by class and type held at the end of the reporting period.
2. Percentage of available funds represented by each investment type.
3. Coupon, discount, or earning rate.
4. Average life or duration and final maturity of all investments.
5. Par value and market value.
6. In addition to the standard gross-of-fee-performance reporting that is presented, net-of-fee performance will be provided by the Investment Manager.
7. A summary of District's investment strategy.
8. The year-end quarterly report ended September 30th will show performance on both a book value and total rate of return basis and will compare the results to the portfolio's performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

Staff Recommendation:

Accept and place on file the District's Quarterly Investment Reports for the quarter ended December 31, 2024.

Presenter:

John F. Grady III, Managing Director, Public Trust Advisors, LLC

Quarterly Investment Report for Period Ended December 31, 2024



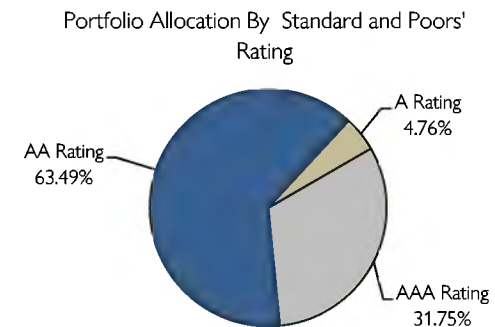
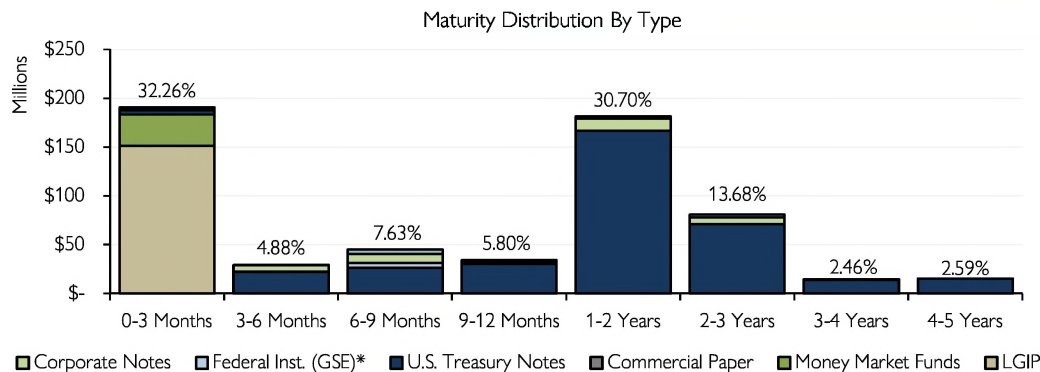
Southwest Florida Water Management District Investment Program Review
2379 Broad Street
Brooksville, FL 34604-6899

Public Trust Advisors LLC
201 E. Pine Street, Suite 750
Orlando, Florida 32801

Southwest Florida Water Management District All Assets Summary Comparison for the period October 1, 2024 to December 31, 2024

Southwest Florida Water Management District	October 1, 2024	December 31, 2024		October 1, 2024	December 31, 2024
All Assets Portfolio	Beginning Balance	Ending Balance	Portfolio Characteristics	Beginning Balance	Ending Balance
Book Value Plus Accrued	\$ 544,124,383	\$ 592,972,178	Weighted Book Yield ⁽¹⁾	4.12%	4.08%
Net Unrealized Gain/Loss	1,379,961	(1,837,285)	Weighted Market Yield ⁽¹⁾	4.16%	4.39%
Net Pending Transactions	57,366	133,638	Weighted Duration ⁽¹⁾	1.24 Years	1.04 Years
Market Value Plus Accrued Net	\$ 545,561,710	\$ 591,268,531			

Individual Portfolio Characteristics	October 1, 2024	December 31, 2024	December 31, 2024	December 31, 2024	December 31, 2024
	Beginning Balance	Ending Balance	Monthly Earnings	Quarterly Earnings	YTD Earnings
Liquid Portfolio (FLPRIME)	\$ 89,985,981	\$ 134,523,421	\$ 441,166	\$ 1,030,840	\$ 1,030,840
Large Scale Projects Liquid Portfolio (FLPRIME)	16,378,295	16,580,136	65,934	201,841	201,841
Large Scale Projects Investment Portfolio	286,383,311	287,698,670	902,546	2,662,009	2,662,009
Short Term 1-3 Year	34,345,649	69,006,449	172,358	503,921	503,921
Medium Term 1-5 Year	118,468,474	68,333,274	223,491	945,629	945,629
Long Term 3-5 Year	-	15,126,581	56,531	73,227	73,227
Market Value Plus Accrued Net	\$ 545,561,710	\$ 591,268,531	\$ 1,862,026	\$ 5,417,467	\$ 5,417,467
		Less Advisory Fees:	\$ (10,832)	\$ (32,092)	\$ (32,092)
		Total Earnings Net of Fees	\$ 1,851,194	\$ 5,385,375	\$ 5,385,375
		Blended Basis Fee (Annualized)	0.02192%	0.02165%	0.02165%



(1) Yield calculations based on weighted average yields of individual investment portfolios and provided by the District. FLPrime rate is based on Participant Yield provided by District. See additional disclosures for footnotes.

Additional Disclosure

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. Please review the contents of this statement carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio or security detail, or any other facet of your statement, please feel free to contact us.

Public Trust Advisor's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by Public Trust Advisors. The custodian bank maintains the control of assets and executes and settles all investments transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust Advisors recognizes that clients may use these reports to facilitate record keeping; therefore the custodian bank statement and the Public Trust Advisors statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference. Please contact your relationship manager or our toll free number 855-395-3954 with questions regarding your account.

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Past performance is not an indication of future performance.

Beginning and Ending Balances based on Market Value plus Accrued Interest on a Trade Date basis.

Public Trust Advisors is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, privacy policy, or code of ethics please contact Service Operations at the address below.

Public Trust Advisors
717 17th Street, Suite 1850

Portfolio Holdings

10/01/2024 to 12/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
CASH								0.00%			
Cash	12/31/24	--								0.00%	
CCYUSD	12/31/24	--	(0.01)	(\$0.01)	(\$0.01)	(\$0.01)	\$0.00	(0.00%)	N	0.00%	AAA
0.00%	0.00	--		(\$0.01)	1.00	\$0.00			--	0.00%	Aaa
Receivable	12/31/24	--								0.00%	
CCYUSD	12/31/24	--	133,638.16	133,638.16	133,638.16	133,638.16	0.00	0.03%	N	0.00%	AAA
0.00%	0.00	--		133,638.16	1.00	0.00			--	0.00%	Aaa
CASH TOTAL	12/31/24	--	133,638.16	\$133,638.16	\$133,638.16	\$133,638.16	\$0.00	0.03%	N	0.00%	AAA
	12/31/24	--		\$133,638.16	1.00	\$0.00			--	0.00%	Aaa
MMFUND								0.00%			
FEDERATED HRMS GV O INST	12/31/24	--								0.00%	
60934N104	12/31/24	--	32,376,171.71	\$32,376,171.71	\$32,376,171.71	\$32,376,171.71	\$0.00	7.36%	N	0.00%	AAA
4.33%	0.00	--		\$32,376,171.71	1.00	\$0.00			--	--	Aaa
MMFUND TOTAL	12/31/24	--	32,376,171.71	\$32,376,171.71	\$32,376,171.71	\$32,376,171.71	\$0.00	7.36%	N	0.00%	AAA
	12/31/24	--		\$32,376,171.71	1.00	\$0.00			--	--	Aaa
US GOV								0.00%			
UNITED STATES TREASURY	03/31/25	04/27/22								2.69%	
9128284F4	03/31/25	04/28/22	4,600,000.00	\$4,590,656.25	\$4,581,854.20	\$4,612,705.16	(\$17,377.37)	1.05%	N	4.21%	AA+
2.63%	0.24	--		\$4,599,231.57	99.61	\$30,850.96			--	--	Aaa
UNITED STATES TREASURY	05/15/25	06/09/22								2.98%	
91282CEQ0	05/15/25	06/10/22	9,450,000.00	9,388,353.49	9,398,034.36	9,431,775.03	(43,993.90)	2.14%	N	4.23%	AA+
2.75%	0.37	--		9,442,028.26	99.45	33,740.68			--	--	Aaa
UNITED STATES TREASURY	05/31/25	07/07/22								3.07%	
9128284R8	05/31/25	07/08/22	13,000,000.00	12,928,398.44	12,924,751.71	12,957,608.85	(64,818.46)	2.94%	N	4.28%	AA+
2.88%	0.41	--		12,989,570.17	99.42	32,857.14			--	--	Aaa
UNITED STATES TREASURY	07/15/25	--								4.63%	
91282CEY3	07/15/25	--	8,135,000.00	7,839,559.40	8,082,504.85	8,195,245.33	17,149.86	1.86%	N	4.22%	AA+
3.00%	0.52	--		8,065,354.98	99.35	112,740.49			--	--	Aaa
UNITED STATES TREASURY	07/31/25	08/29/22								3.44%	
912828Y79	07/31/25	08/30/22	7,865,000.00	7,741,494.92	7,803,781.51	7,898,407.30	(35,753.85)	1.79%	N	4.23%	AA+
2.88%	0.57	--		7,839,535.37	99.22	94,625.78			--	--	Aaa
UNITED STATES TREASURY	08/15/25	08/29/22								3.44%	
91282CFE6	08/15/25	08/30/22	10,370,000.00	10,276,832.08	10,298,053.35	10,420,457.40	(51,769.13)	2.37%	N	4.26%	AA+
3.13%	0.60	--		10,349,822.49	99.31	122,404.04			--	--	Aaa
UNITED STATES TREASURY	11/15/25	11/28/22								4.21%	
912828M56	11/15/25	11/29/22	4,275,000.00	4,043,715.83	4,201,849.02	4,214,337.45	(2,294.75)	0.96%	N	4.27%	AA+
2.25%	0.85	--		4,204,143.77	98.29	12,488.43			--	--	Aaa

Portfolio Holdings

10/01/2024 to 12/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CFW6 4.50%	11/15/25 11/15/25 0.84	11/28/22 11/29/22	9,785,000.00	9,860,680.91 9,808,507.42	9,803,175.64 100.19	9,860,344.91 57,169.27	(5,331.78)	2.24%	N --	4.22% 4.28% --	AA+ Aaa
UNITED STATES TREASURY 91282CGA3 4.00%	12/15/25 12/15/25 0.93	01/17/23 01/18/23	7,800,000.00	7,824,679.67 7,808,555.15	7,786,799.98 99.83	7,801,371.41 14,571.43	(21,755.16)	1.77%	N --	3.88% 4.18% --	AA+ Aaa
UNITED STATES TREASURY 91282CJSI 4.25%	12/31/25 12/31/25 0.97	02/01/24 02/02/24	8,525,000.00	8,529,329.10 8,527,466.70	8,527,162.79 100.03	8,528,163.66 1,000.86	(303.91)	1.94%	N --	4.22% 4.22% --	AA+ Aaa
UNITED STATES TREASURY 91282CGE5 3.88%	01/15/26 01/15/26 0.99	01/26/23 01/30/23	9,750,000.00	9,747,714.89 9,749,301.36	9,717,490.58 99.67	9,892,023.52 174,532.95	(31,810.79)	2.25%	N --	3.88% 4.20% --	AA+ Aaa
UNITED STATES TREASURY 91282CBH3 0.38%	01/31/26 01/31/26 1.06	03/15/21 03/16/21	3,900,000.00	3,816,972.67 3,881,311.05	3,742,092.39 95.95	3,748,212.64 6,120.24	(139,218.65)	0.85%	N --	0.82% 4.23% --	AA+ Aaa
UNITED STATES TREASURY 91282CGL9 4.00%	02/15/26 02/15/26 1.07	06/22/23 06/26/23	2,725,000.00	2,691,576.19 2,710,367.10	2,717,819.35 99.74	2,758,990.55 41,171.20	7,452.25	0.63%	N --	4.50% 4.24% --	AA+ Aaa
UNITED STATES TREASURY 91282CBQ3 0.50%	02/28/26 02/28/26 1.14	10/27/21 10/28/21	850,000.00	829,812.50 844,513.50	814,358.77 95.81	815,802.83 1,444.06	(30,154.73)	0.19%	N --	1.06% 4.23% --	AA+ Aaa
UNITED STATES TREASURY 9128286F2 2.50%	02/28/26 02/28/26 1.12	03/08/23 03/10/23	10,000,000.00	9,384,375.00 9,750,050.27	9,803,742.10 98.04	9,888,686.85 84,944.75	53,691.83	2.25%	N --	4.74% 4.24% --	AA+ Aaa
UNITED STATES TREASURY 91282CGR6 4.63%	03/15/26 03/15/26 1.15	05/01/23 05/03/23	12,500,000.00	12,755,859.38 12,611,117.30	12,554,025.50 100.43	12,726,504.78 172,479.28	(57,091.80)	2.89%	N --	3.86% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CBT7 0.75%	03/31/26 03/31/26 1.22	04/22/21 04/23/21	6,000,000.00	5,987,578.14 5,996,832.22	5,747,034.24 95.78	5,758,531.49 11,497.25	(249,797.98)	1.31%	N --	0.79% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 91282CBW0 0.75%	04/30/26 04/30/26 1.30	07/08/21 07/09/21	2,450,000.00	2,454,210.94 2,451,181.37	2,340,113.11 95.51	2,343,260.21 3,147.10	(111,068.26)	0.53%	N --	0.71% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 9128286S4 2.38%	04/30/26 04/30/26 1.29	05/01/23 05/03/23	12,500,000.00	11,986,816.41 12,265,425.75	12,197,171.00 97.58	12,248,016.99 50,845.99	(68,254.75)	2.78%	N --	3.84% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 91282CHB0 3.63%	05/15/26 05/15/26 1.32	06/22/23 06/26/23	12,000,000.00	11,746,875.00 11,876,739.39	11,901,036.60 99.18	11,957,514.50 56,477.90	24,297.21	2.72%	N --	4.41% 4.25% --	AA+ Aaa

Portfolio Holdings

10/01/2024 to 12/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CHH7 4.13%	06/15/26 06/15/26 1.40	06/22/23 06/26/23	10,300,000.00	10,229,589.82 10,264,645.04	10,282,303.36 99.83	10,302,146.43 19,843.06	17,658.33	2.34%	N --	4.37% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CCJ8 0.88%	06/30/26 06/30/26 1.46	07/22/21 07/23/21	860,000.00	866,853.13 862,104.13	818,278.31 95.15	818,299.10 20.79	(43,825.82)	0.19%	N --	0.71% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CHM6 4.50%	07/15/26 07/15/26 1.45	-- --	13,350,000.00	13,321,972.66 13,335,123.77	13,398,061.07 100.36	13,675,581.45 277,520.38	62,937.29	3.11%	N --	4.58% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CLB5 4.38%	07/31/26 07/31/26 1.49	11/19/24 11/20/24	3,075,000.00	3,078,723.63 3,078,569.22	3,080,073.60 100.16	3,136,372.00 56,298.40	1,504.38	0.71%	N --	4.30% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 9128282A7 1.50%	08/15/26 08/15/26 1.57	10/11/23 10/12/23	2,800,000.00	2,555,875.00 2,656,785.06	2,680,373.84 95.73	2,696,237.97 15,864.13	23,588.77	0.61%	N --	4.82% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CHU8 4.38%	08/15/26 08/15/26 1.53	08/29/23 08/30/23	13,000,000.00	12,926,367.19 12,959,005.59	13,024,026.99 100.18	13,238,853.76 214,826.77	65,021.40	3.01%	N --	4.58% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CCW9 0.75%	08/31/26 08/31/26 1.62	10/27/21 10/28/21	5,225,000.00	5,131,317.38 5,192,309.45	4,934,224.47 94.43	4,947,539.56 13,315.09	(258,084.99)	1.12%	N --	1.13% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CHY0 4.63%	09/15/26 09/15/26 1.60	-- --	3,795,000.00	3,817,215.83 3,814,914.18	3,817,603.59 100.60	3,869,968.30 52,364.71	2,689.41	0.88%	N --	4.30% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 91282CCZ2 0.88%	09/30/26 09/30/26 1.70	10/27/21 10/28/21	2,090,000.00	2,063,303.51 2,080,378.03	1,972,314.75 94.37	1,976,987.11 4,672.36	(108,063.28)	0.45%	N --	1.14% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CJC6 4.63%	10/15/26 10/15/26 1.69	-- --	12,925,000.00	12,941,260.75 12,941,939.25	13,004,087.69 100.61	13,132,183.67 128,095.98	62,148.44	2.98%	N --	4.55% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 91282CLS8 4.13%	10/31/26 10/31/26 1.73	11/19/24 11/20/24	3,075,000.00	3,066,832.03 3,067,317.33	3,068,000.50 99.77	3,089,725.12 21,724.62	683.17	0.70%	N --	4.27% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CJH8 4.63%	11/15/26 11/15/26 1.77	-- --	9,750,000.00	9,823,450.19 9,804,250.75	9,813,537.44 100.65	9,872,084.57 58,547.13	9,286.68	2.24%	N --	4.31% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 912828U24 2.00%	11/15/26 11/15/26 1.80	-- --	14,125,000.00	13,219,097.65 13,558,853.60	13,556,562.96 95.98	13,593,241.14 36,678.18	(2,290.63)	3.09%	N --	4.25% 4.26% --	AA+ Aaa

Portfolio Holdings

10/01/2024 to 12/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CJT9 4.00%	01/15/27 01/15/27 1.90	02/01/24 02/02/24	12,000,000.00	12,012,656.25 12,009,155.50	11,941,003.32 99.51	12,162,742.45 221,739.13	(68,152.18)	2.76%	N --	3.96% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 912828V98 2.25%	02/15/27 02/15/27 2.03	-- --	4,865,000.00	4,575,709.96 4,652,707.87	4,668,723.96 95.97	4,710,069.85 41,345.89	16,016.09	1.07%	N --	4.43% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CKA8 4.13%	02/15/27 02/15/27 1.98	03/07/24 03/11/24	12,225,000.00	12,167,217.77 12,183,068.19	12,191,684.19 99.73	12,382,159.98 190,475.80	8,616.00	2.81%	N --	4.30% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 91282CEC1 1.88%	02/28/27 02/28/27 2.07	03/09/22 03/11/22	2,075,000.00	2,075,972.66 2,075,452.05	1,973,941.69 95.13	1,987,161.22 13,219.53	(101,510.36)	0.45%	N --	1.86% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CKE0 4.25%	03/15/27 03/15/27 2.06	04/04/24 04/05/24	6,150,000.00	6,108,199.22 6,118,499.58	6,148,396.08 99.97	6,226,375.36 77,979.28	29,896.50	1.41%	N --	4.50% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 91282CEF4 2.50%	03/31/27 03/31/27 2.14	04/27/22 04/28/22	1,865,000.00	1,841,031.84 1,853,719.22	1,795,813.95 96.29	1,807,726.38 11,912.43	(57,905.27)	0.41%	N --	2.78% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CEN7 2.75%	04/30/27 04/30/27 2.22	08/29/22 08/30/22	1,275,000.00	1,244,071.29 1,259,025.93	1,232,636.58 96.68	1,238,641.76 6,005.18	(26,389.35)	0.28%	N --	3.31% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 91282CET4 2.63%	05/31/27 05/31/27 2.30	06/09/22 06/10/22	2,300,000.00	2,254,988.29 2,277,361.80	2,214,153.44 96.27	2,219,461.14 5,307.69	(63,208.36)	0.50%	N --	3.05% 4.27% --	AA+ Aaa
UNITED STATES TREASURY 91282CKV2 4.63%	06/15/27 06/15/27 2.30	11/19/24 11/20/24	2,700,000.00	2,725,312.50 2,724,306.17	2,722,634.42 100.84	2,728,466.50 5,832.07	(1,671.75)	0.62%	N --	4.23% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 91282CEW7 3.25%	06/30/27 06/30/27 2.37	11/19/24 11/20/24	2,700,000.00	2,635,242.19 2,638,005.06	2,636,676.93 97.65	2,636,919.33 242.40	(1,328.14)	0.60%	N --	4.23% 4.25% --	AA+ Aaa
UNITED STATES TREASURY 91282CKZ3 4.38%	07/15/27 07/15/27 2.34	11/19/24 11/20/24	2,700,000.00	2,708,859.38 2,708,590.97	2,706,928.23 100.26	2,761,496.84 54,568.61	(1,662.75)	0.63%	N --	4.24% 4.27% --	AA+ Aaa
UNITED STATES TREASURY 9128282R0 2.25%	08/15/27 08/15/27 2.49	08/29/22 08/30/22	3,800,000.00	3,619,054.69 3,700,713.78	3,612,032.54 95.05	3,644,327.38 32,294.84	(88,681.23)	0.83%	N --	3.30% 4.26% --	AA+ Aaa
UNITED STATES TREASURY 91282CLG4 3.75%	08/15/27 08/15/27 2.44	11/19/24 11/20/24	1,700,000.00	1,678,683.59 1,679,563.72	1,678,401.76 98.73	1,702,481.24 24,079.48	(1,161.96)	0.39%	N --	4.24% 4.27% --	AA+ Aaa

Portfolio Holdings

10/01/2024 to 12/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CLL3 3.38%	09/15/27 09/15/27 2.53	12/05/24 12/06/24	3,275,000.00	3,211,674.80 3,213,265.61	3,200,394.48 97.72	3,233,370.66 32,976.17	(12,871.13)	0.73%	N --	4.12% 4.27% --	AA+ Aaa
UNITED STATES TREASURY 91282CAL5 0.38%	09/30/27 09/30/27 2.68	11/28/22 11/29/22	3,800,000.00	3,211,296.89 3,452,521.85	3,419,514.78 89.99	3,423,155.57 3,640.80	(33,007.07)	0.78%	N --	3.92% 4.28% --	AA+ Aaa
UNITED STATES TREASURY 91282CFM8 4.13%	09/30/27 09/30/27 2.54	11/19/24 11/20/24	1,700,000.00	1,695,218.75 1,695,422.57	1,693,286.56 99.61	1,711,203.12 17,916.55	(2,136.01)	0.39%	N --	4.23% 4.28% --	AA+ Aaa
UNITED STATES TREASURY 91282CFZ9 3.88%	11/30/27 11/30/27 2.72	01/26/23 01/30/23	4,200,000.00	4,253,812.50 4,233,643.32	4,152,597.46 98.87	4,166,905.15 14,307.69	(81,045.86)	0.95%	N --	3.58% 4.29% --	AA+ Aaa
UNITED STATES TREASURY 91282CBB6 0.63%	12/31/27 12/31/27 2.91	03/09/23 03/13/23	2,500,000.00	2,112,402.34 2,249,000.02	2,245,018.25 89.80	2,245,061.41 43.16	(3,981.77)	0.51%	N --	4.23% 4.28% --	AA+ Aaa
UNITED STATES TREASURY 91282CGH8 3.50%	01/31/28 01/31/28 2.84	05/01/23 05/03/23	775,000.00	768,945.31 770,971.87	757,234.64 97.71	768,585.86 11,351.22	(13,737.24)	0.17%	N --	3.68% 4.30% --	AA+ Aaa
UNITED STATES TREASURY 9128283W8 2.75%	02/15/28 02/15/28 2.92	12/24/24 12/26/24	515,000.00	490,175.39 490,297.83	491,747.35 95.48	497,096.77 5,349.42	1,449.51	0.11%	N --	4.41% 4.31% --	AA+ Aaa
UNITED STATES TREASURY 91282CBS9 1.25%	03/31/28 03/31/28 3.11	05/01/23 05/03/23	2,550,000.00	2,274,679.69 2,362,681.92	2,315,926.45 90.82	2,324,070.33 8,143.89	(46,755.47)	0.53%	N --	3.67% 4.31% --	AA+ Aaa
UNITED STATES TREASURY 91282CGT2 3.63%	03/31/28 03/31/28 3.00	12/06/23 12/08/23	750,000.00	733,681.64 737,485.55	734,567.15 97.94	741,513.41 6,946.26	(2,918.39)	0.17%	N --	4.18% 4.31% --	AA+ Aaa
UNITED STATES TREASURY 91282CCH2 1.25%	06/30/28 06/30/28 3.36	08/29/23 08/30/23	525,000.00	455,314.45 473,175.78	473,035.84 90.10	473,053.97 18.13	(139.94)	0.11%	N --	4.32% 4.33% --	AA+ Aaa
UNITED STATES TREASURY 91282CHK0 4.00%	06/30/28 06/30/28 3.23	-- --	1,650,000.00	1,633,708.99 1,636,486.04	1,632,939.58 98.97	1,633,121.90 182.32	(3,546.46)	0.37%	N --	4.25% 4.32% --	AA+ Aaa
UNITED STATES TREASURY 91282CCV1 1.13%	08/31/28 08/31/28 3.50	-- --	2,725,000.00	2,294,109.38 2,392,936.21	2,430,479.49 89.19	2,440,895.84 10,416.35	37,543.28	0.55%	N --	4.80% 4.35% --	AA+ Aaa
UNITED STATES TREASURY 91282CCY5 1.25%	09/30/28 09/30/28 3.58	12/06/23 12/08/23	1,375,000.00	1,201,567.38 1,237,171.94	1,228,860.13 89.37	1,233,251.44 4,391.31	(8,311.80)	0.28%	N --	4.17% 4.35% --	AA+ Aaa

Portfolio Holdings

10/01/2024 to 12/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CJA0 4.63%	09/30/28 09/30/28 3.37	12/24/24 12/26/24	615,000.00	618,771.68 618,758.70	620,750.56 100.94	628,017.79 7,267.22	1,991.87	0.14%	N --	4.44% 4.35% --	AA+ Aaa
UNITED STATES TREASURY 91282CJF9 4.88%	10/31/28 10/31/28 3.44	12/24/24 12/26/24	615,000.00	624,080.86 624,046.21	626,060.25 101.80	631,195.16 5,134.91	2,014.04	0.14%	N --	4.45% 4.36% --	AA+ Aaa
UNITED STATES TREASURY 912810FF0 5.25%	11/15/28 11/15/28 3.46	12/06/23 12/08/23	2,775,000.00	2,912,882.81 2,885,439.92	2,862,415.03 103.15	2,881,330.25 18,915.23	(23,024.90)	0.65%	N --	4.13% 4.36% --	AA+ Aaa
UNITED STATES TREASURY 91282CDP3 1.38%	12/31/28 12/31/28 3.82	02/01/24 02/02/24	2,000,000.00	1,784,531.25 1,821,666.46	1,783,448.88 89.17	1,783,524.85 75.97	(38,217.58)	0.41%	N --	3.80% 4.35% --	AA+ Aaa
UNITED STATES TREASURY 91282CDW8 1.75%	01/31/29 01/31/29 3.84	-- --	2,300,000.00	2,047,691.41 2,084,009.77	2,076,932.71 90.30	2,093,776.46 16,843.75	(7,077.07)	0.48%	N --	4.28% 4.37% --	AA+ Aaa
UNITED STATES TREASURY 91282CKD2 4.25%	02/28/29 02/28/29 3.72	03/07/24 03/11/24	550,000.00	553,695.32 553,147.69	547,429.25 99.53	555,371.58 7,942.33	(5,718.44)	0.13%	N --	4.10% 4.37% --	AA+ Aaa
UNITED STATES TREASURY 91282CKP5 4.63%	04/30/29 04/30/29 3.86	12/24/24 12/26/24	650,000.00	654,113.28 654,100.51	656,229.64 100.96	661,378.47 5,148.83	2,129.13	0.15%	N --	4.46% 4.38% --	AA+ Aaa
UNITED STATES TREASURY 91282CKT7 4.50%	05/31/29 05/31/29 3.95	12/24/24 12/26/24	650,000.00	650,939.45 650,936.94	653,105.95 100.48	655,677.38 2,571.43	2,169.00	0.15%	N --	4.46% 4.38% --	AA+ Aaa
UNITED STATES TREASURY 91282CLC3 4.00%	07/31/29 07/31/29 4.07	12/05/24 12/06/24	2,550,000.00	2,539,341.80 2,539,538.72	2,509,583.57 98.42	2,552,268.35 42,684.78	(29,955.15)	0.58%	N --	4.10% 4.38% --	AA+ Aaa
UNITED STATES TREASURY 91282CFL0 3.88%	09/30/29 09/30/29 4.24	11/19/24 11/20/24	2,400,000.00	2,359,312.50 2,360,219.04	2,347,799.11 97.82	2,371,560.10 23,760.99	(12,419.92)	0.54%	N --	4.26% 4.39% --	AA+ Aaa
UNITED STATES TREASURY 91282CLR0 4.13%	10/31/29 10/31/29 4.30	11/19/24 11/20/24	2,400,000.00	2,386,781.25 2,387,075.13	2,372,360.74 98.85	2,389,316.54 16,955.80	(14,714.39)	0.54%	N --	4.25% 4.39% --	AA+ Aaa
UNITED STATES TREASURY 91282CFT3 4.00%	10/31/29 10/31/29 4.31	12/24/24 12/26/24	635,000.00	621,927.93 621,969.68	624,313.43 98.32	628,663.71 4,350.28	2,343.76	0.14%	N --	4.48% 4.39% --	AA+ Aaa
UNITED STATES TREASURY 912828YS3 1.75%	11/15/29 11/15/29 4.57	-- --	1,150,000.00	1,026,855.47 1,028,042.62	1,019,860.40 88.68	1,022,473.31 2,612.91	(8,182.22)	0.23%	N --	4.18% 4.35% --	AA+ Aaa

Portfolio Holdings

10/01/2024 to 12/31/2024

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UNITED STATES TREASURY 91282CMA6 4.13%	11/30/29 11/30/29 4.38	12/24/24 12/26/24	635,000.00	625,400.59 625,430.23	627,785.63 98.86	630,088.38 2,302.75	2,355.41	0.14%	N --	4.47% 4.38% --	AA+ Aaa
US GOV TOTAL	09/05/26 09/05/26 1.59	-- --	353,470,000.00	\$346,857,262.71 \$349,666,862.57	\$348,019,004.01 98.54	\$350,991,138.22 \$2,972,134.21	(\$1,647,858.56)	79.74%	N --	3.87% 4.26% --	AA+ Aaa
GSE								0.00%			
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G05X7 0.38%	08/25/25 08/25/25 0.64	08/25/20 08/27/20	4,865,000.00	\$4,842,231.80 \$4,862,008.29	\$4,743,178.55 97.50	\$4,749,563.86 \$6,385.31	(\$118,829.74)	1.08%	N --	0.47% 4.32% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G06G3 0.50%	11/07/25 11/07/25 0.83	11/09/20 11/12/20	1,595,000.00	1,589,289.90 1,594,017.58	1,545,181.47 96.88	1,546,377.72 1,196.25	(48,836.11)	0.35%	N --	0.57% 4.28% --	AA+ Aaa
GSE TOTAL	09/12/25 09/12/25 0.68	-- --	6,460,000.00	\$6,431,521.70 \$6,456,025.87	\$6,288,360.02 97.34	\$6,295,941.58 \$7,581.56	(\$167,665.85)	1.43%	N --	0.50% 4.31% --	AA+ Aaa
MUNI								0.00%			
OKLAHOMA CITY WATER UTILITIES TRUST 67865EAC6 3.29%	07/01/25 07/01/25 0.48	07/08/22 07/26/22	2,000,000.00	\$2,000,000.00 \$2,000,000.00	\$1,990,120.00 99.51	\$2,022,990.00 \$32,870.00	(\$9,880.00)	0.46%	N --	3.29% 4.30% --	AAA Aaa
FLORIDA ST BRD ADMIN FIN CORP REV 341271AD6 1.26%	07/01/25 07/01/25 0.49	04/22/22 04/26/22	3,000,000.00	2,803,110.00 2,967,615.03	2,949,960.00 98.33	2,968,830.00 18,870.00	(17,655.03)	0.67%	N --	3.45% 4.67% --	AA Aa2
HAWAII ST 419792L87 4.80%	10/01/25 10/01/25 0.72	12/07/23 12/19/23	1,165,000.00	1,165,000.00 1,165,000.00	1,169,508.55 100.39	1,183,491.46 13,982.91	4,508.55	0.27%	N --	4.80% 4.26% --	AA+ Aa2
TEXAS ST 882724T49 4.90%	10/01/25 10/01/25 0.72	08/10/23 08/29/23	1,130,000.00	1,130,000.00 1,130,000.00	1,135,503.10 100.49	1,149,345.60 13,842.50	5,503.10	0.26%	N --	4.89% 4.22% --	AAA NA
CONNECTICUT ST 20772KTH2 5.05%	05/15/26 05/15/26 1.31	06/01/23 06/22/23	1,195,000.00	1,211,024.95 1,202,851.04	1,205,420.40 100.87	1,213,131.47 7,711.07	2,569.37	0.28%	N --	4.55% 4.38% --	AA- Aa3
HAWAII ST 419792L95 4.59%	10/01/26 10/01/26 1.65	12/07/23 12/19/23	985,000.00	985,000.00 985,000.00	990,072.75 100.52	1,001,370.70 11,297.95	5,072.75	0.23%	N --	4.58% 4.28% --	AA+ Aa2

Portfolio Holdings

10/01/2024 to 12/31/2024

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NEW YORK CITY 64966QC99 3.86%	05/01/27 05/01/27 2.19	05/20/22 05/26/22	1,170,000.00	1,170,000.00 1,170,000.00	1,153,854.00 98.62	1,161,384.90 7,530.90	(16,146.00)	0.26%	N --	3.86% 4.49% --	AA Aa2
CONNECTICUT ST 20772KTJ8 5.05%	05/15/27 05/15/27 2.20	06/01/23 06/22/23	570,000.00	580,944.00 576,885.24	577,011.00 101.23	580,689.08 3,678.08	125.76	0.13%	N --	4.51% 4.50% --	AA- Aa3
OKLAHOMA CITY WATER UTILITIES TRUST 67865EAE2 3.50%	07/01/27 07/01/27 2.32	07/08/22 07/26/22	1,050,000.00	1,050,000.00 1,050,000.00	1,026,322.50 97.75	1,044,692.25 18,369.75	(23,677.50)	0.24%	N --	3.50% 4.46% --	AAA Aaa
HAWAII ST 419792M29 5.00%	10/01/27 10/01/27 2.52	12/07/23 12/19/23	90,000.00	91,514.70 91,119.93	91,408.50 101.57	92,533.50 1,125.00	288.57	0.02%	N --	4.51% 4.39% --	AA+ Aa2
HAWAII ST 419792M37 5.00%	10/01/28 10/01/28 3.35	12/07/23 12/19/23	260,000.00	265,306.60 264,235.91	264,695.60 101.81	267,945.60 3,250.00	459.69	0.06%	N --	4.52% 4.47% --	AA+ Aa2
MUNI TOTAL	03/25/26 03/25/26 1.16	-- --	12,615,000.00	\$12,451,900.25 \$12,602,707.14	\$12,553,876.40 99.53	\$12,686,404.57 \$132,528.17	(\$48,830.74)	2.88%	N --	3.99% 4.43% --	AA+ Aa2
CORP								0.00%			
TOYOTA MOTOR CREDIT CORP 89236TJT3 1.45%	01/13/25 01/13/25 0.03	01/10/22 01/13/22	2,595,000.00	\$2,591,522.70 \$2,594,961.78	\$2,592,384.16 99.90	\$2,609,943.66 \$17,559.50	(\$2,577.61)	0.59%	N --	1.50% 4.45% --	A+ A1
AMAZON.COM INC 023135CE4 3.00%	04/13/25 04/13/25 0.28	04/11/22 04/13/22	4,175,000.00	4,168,361.75 4,174,398.35	4,158,037.60 99.59	4,185,175.10 27,137.50	(16,360.75)	0.95%	N --	3.05% 4.42% --	AA A1
HOME DEPOT INC 437076CM2 2.70%	04/15/25 04/15/25 0.28	03/24/22 03/28/22	2,280,000.00	2,276,010.00 2,279,633.64	2,268,469.65 99.49	2,281,465.65 12,996.00	(11,163.99)	0.52%	Y 03/15/25	2.76% 4.45% 5.16%	A A2
PACCAR FINANCIAL CORP 69371RR99 3.55%	08/11/25 08/11/25 0.59	08/03/22 08/11/22	1,555,000.00	1,553,895.95 1,554,788.58	1,545,788.93 99.41	1,567,256.57 21,467.64	(8,999.66)	0.36%	N --	3.57% 4.54% --	A+ A1
COLGATE-PALMOLIVE CO 194162AM5 3.10%	08/15/25 08/15/25 0.60	08/01/22 08/09/22	1,685,000.00	1,683,449.80 1,684,690.52	1,671,030.36 99.17	1,690,763.58 19,733.22	(13,660.16)	0.38%	N --	3.13% 4.46% --	A+ Aa3
WALMART INC 931142EW9 3.90%	09/09/25 09/09/25 0.66	09/06/22 09/09/22	5,325,000.00	5,321,272.50 5,324,248.63	5,306,302.91 99.65	5,370,912.91 64,610.00	(17,945.71)	1.22%	N --	3.92% 4.42% --	AA Aa2

Portfolio Holdings

10/01/2024 to 12/31/2024

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
HOME DEPOT INC 437076CRI 4.00%	09/15/25 09/15/25 0.66	09/12/22 09/19/22	200,000.00	199,928.00 199,987.78	199,326.63 99.66	201,682.19 2,355.56	(661.15)	0.05%	Y 08/15/25	4.01% 4.48% 4.55%	A A2
PEPSICO INC 713448FQ6 4.55%	01/13/26 02/13/26 1.02	02/13/23 02/15/23	5,005,000.00	5,002,097.10 5,004,024.82	5,015,999.34 100.22	5,103,294.88 87,295.54	11,974.52	1.16%	Y 01/13/26	4.57% 4.34% 4.33%	A+ A1
CATERPILLAR FINANCIAL SERVICES CORP 14913UAF7 5.05%	02/27/26 02/27/26 1.09	02/22/24 02/27/24	1,385,000.00	1,384,681.45 1,384,878.00	1,394,616.55 100.69	1,418,707.86 24,091.31	9,738.55	0.32%	N --	5.06% 4.42% --	A A2
COLGATE-PALMOLIVE CO 194162AQ6 4.80%	03/02/26 03/02/26 1.11	02/27/23 03/01/23	1,475,000.00	1,473,289.00 1,474,374.49	1,481,682.66 100.45	1,505,086.00 23,403.33	7,308.17	0.34%	N --	4.84% 4.39% --	A+ Aa3
JOHN DEERE CAPITAL CORP 24422EXD6 5.15%	09/08/26 09/08/26 1.58	09/05/23 09/08/23	2,555,000.00	2,553,185.95 2,554,101.74	2,584,752.95 101.16	2,626,055.23 41,302.28	30,651.21	0.60%	N --	5.17% 4.42% --	A A1
HOME DEPOT INC 437076CV2 4.95%	08/30/26 09/30/26 1.59	11/27/23 12/04/23	2,080,000.00	2,075,444.80 2,077,149.79	2,097,313.42 100.83	2,123,339.42 26,026.00	20,163.63	0.48%	Y 08/30/26	5.03% 4.45% 4.42%	A A2
ELI LILLY AND CO 532457CJ5 4.50%	01/09/27 02/09/27 1.92	02/07/24 02/09/24	6,860,000.00	6,856,364.20 6,857,628.30	6,876,231.72 100.24	6,997,996.72 121,765.00	18,603.42	1.59%	Y 01/09/27	4.52% 4.38% 4.38%	A+ A1
CORP TOTAL	01/09/26 01/21/26 0.98	-- --	37,175,000.00	\$37,139,503.20 \$37,164,866.42	\$37,191,936.89 100.05	\$37,681,679.77 \$489,742.88	\$27,070.47	8.56%	--	3.96% 4.41% 4.48%	A+ A1
PORTFOLIO TOTAL	06/21/26 06/22/26 1.39	-- --	442,229,809.87	\$435,389,997.73 \$438,400,271.87	\$436,562,987.18 91.47	\$440,164,974.00 \$3,601,986.82	(\$1,837,284.69)	100.00%	--	3.55% 4.28% 4.44%	AA+ Aa1

This information is for the sole purposes of the client and is not intended to provide specific advice or recommendations. Please review the contents of this information carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio, security detail, or any other facet of this information, please feel free to contact us.

Public Trust Advisors, LLC (Public Trust) statements and reports are intended to detail our investment advisory activity as well as the activity of any client accounts managed by Public Trust. The custodian bank maintains the control of assets and executes and settles all investment transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust recognizes that clients may use these reports to facilitate record keeping; therefore, it is recommended that the client reconcile this information with their custodian bank statement. Many custodians use a settlement date basis that may result in the need to reconcile due to a timing difference. The underlying market value, amortized cost, and accrued interest may differ between the custodian and this statement or report. This can be attributable to differences in calculation methodologies and pricing sources used. Please contact your relationship manager or call us at (855) 395-3954 with questions regarding your account.

Public Trust does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls, and generating ledger entries or otherwise recording transactions. The total market value represents prices obtained from various sources; it may be impacted by the frequency at which prices are reported, and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes but when such quotes are not available, the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed-income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all the factors that affect the value of the security including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect N/A or unavailable where the price for such security is generally not available from a pricing source. The market value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public Trust, the FDIC (except for certain non-negotiable certificates of deposit), or any government agency unless specifically stated otherwise.

Clients may be permitted to establish one or more unmanaged accounts for the purposes of client reporting. Public Trust defines an unmanaged account as one where the investment direction remains the sole responsibility of the client rather than the Investment Manager. These accounts do not receive ongoing supervision and monitoring services. The Investment Manager does not make any investment recommendations and may not charge a fee for reporting on these accounts. The primary purpose for this service is to include unmanaged accounts owned by the client in the performance reports provided by the Investment Manager. The Investment Manager assumes no liability for the underlying performance of any unmanaged accounts or assets, and it is the client's sole responsibility for the accuracy or correctness of any such performance.

Beginning and ending balances are based on market value plus accrued interest on a trade date basis. Statements and reports made available to the end user either from Public Trust or through the online reporting platform may present information and portfolio analytics using various optional methods including, but not limited to, historical cost, amortized cost, and market value. All information is assumed to be correct, but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The data in this report is unaudited and is only applicable for the date denoted on the report. Market values may change day-to-day based on numerous circumstances such as trading volume, news released about the underlying issuer, issuer performance, etc. Underlying market values may be priced via numerous aspects as certain securities are short term in nature and not readily traded. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings.

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

The investment advisor providing these services is Public Trust Advisors, LLC, an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Public Trust is required to maintain a written disclosure brochure of our background and business experience. If you would like to receive a copy of our current disclosure brochure, Privacy Policy, or Code of Ethics, please contact us.

FINANCE/OUTREACH AND PLANNING COMMITTEE

January 28, 2025

Discussion: Action Item: Fiscal Year 2025 Budget Amendment for Repair of Damage and Debris Removal Resulting from Hurricanes Debby, Helene, and Milton

Purpose

Request the approval of Resolution 25-02, *First Amendment of the Fiscal Year 2025 Annual Service Budget* in the amount of \$4,340,600 utilizing Project Reserves to address 2024 hurricane impacts before the start of the 2025 hurricane season for flood protection purposes.

Background

Hurricanes Debby, Helene and Milton made landfall within the District's region back-to-back in August, September and October of 2024. Storm damage resulting from these events was unknown at the time of adopting the fiscal year (FY) 2025 budget in September 2024. Initial staff assessments have identified impairments to District water control structures, canal and riverine conveyance systems, and lands due to these hurricanes. The amount requested is based on initial assessments and only for impairments that require attention in preparation for the 2025 hurricane season. Work that can wait until the next fiscal year is not included in the budget amendment and will be proposed with the District's FY2026 Recommended Annual Service Budget in June 2025.

Benefits/Costs

The budget amendment of \$4,340,600 consists of \$1,200,000 for debris removal on the Peace Creek Canal, \$1,000,000 for debris removal on the Flint Creek, and \$2,140,600 for other damages throughout the District resulting from the hurricanes. The budget amendment will allow the District to ensure it can restore the integrity of its flood control infrastructure before the next hurricane season and regain critical access to District lands. The District's assigned fund balance for Project Reserves will be the source of funding for the budget amendment. A budget amendment involves any action that increases or decreases total appropriated funds in the budget. The exhibit to this item includes Resolution 25-02.

Staff Recommendation:

Approve Resolution 25-02, *First Amendment of the Fiscal Year 2025 Annual Service Budget* to address impairments resulting from Hurricanes Debby, Helene and Milton utilizing District assigned fund balance for Project Reserves in the amount of \$4,340,600.

Presenter:

Brandon Baldwin, Division Director, Business and IT Services Division

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 25-02

**FIRST AMENDMENT OF THE FISCAL YEAR 2025
ANNUAL SERVICE BUDGET**

WHEREAS, the Governing Board of the Southwest Florida Water Management District (District), as required by Chapters 200 and 373, Florida Statutes (F.S.), as amended, and Chapter 61-691, Laws of Florida, approved Resolution No. 24-08 adopting the fiscal year (FY) 2025 final budget of \$231,606,142 on September 24, 2024; and

WHEREAS, the Governing Board reappropriated and incorporated into the final FY2025 budget funds committed under contract for goods and services which remained uncompleted as of September 30, 2024, funds carried forward as designated by the Governing Board as of September 30, 2024, and funds carried forward as designated by management in accordance with the Governing Board Fund Balance Policy as of September 30, 2024; totaling \$260,569,136, for a total original modified budget of \$492,175,278, of which \$447,268,962 constitutes the General Fund; and

WHEREAS, the Governing Board of the District is authorized to amend the budget pursuant to Section 373.536(4), F.S.; and

WHEREAS, the District proposes to amend its FY2025 budget by appropriating assigned fund balance to remove debris from the Peace Creek Canal in the amount of \$1,200,000, remove debris from the Flint Creek in the amount of \$1,000,000 and repair damage from the 2024 Hurricanes Debby, Helene and Milton in the amount of \$2,140,600, increasing the General Fund modified budget by a total of \$4,340,600 from \$447,268,962 to \$451,609,562.

WHEREAS, the District has complied with the notice requirement and all other requirements of Section 373.536(4), F.S.; and

WHEREAS, the District will post the adopted amendment on its official website within five days after its adoption in accordance with Section 189.016(7), F.S.; and

THEREFORE, BE IT RESOLVED, by the Governing Board of the Southwest Florida Water Management District, effective upon approval by the Executive Office of the Governor, that the District's combined FY2025 modified budget is amended by an increase of \$4,340,600 from \$492,175,278 to \$496,515,878, as attached hereto as Exhibit "A".

APPROVED and ADOPTED in Tampa, Hillsborough County, Florida on this twenty-eighth day of January 2025.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

By: _____
Michelle Williamson, Chair

Attest:

Paul J. Bispham, Secretary

**Southwest Florida Water Management District
Fiscal Year 2025 First Budget Amendment**

FY2025 budget amendment to increase the General Fund by \$4,340,600 to repair damage from Hurricanes Debby, Helene, and Milton to District-owned flood protection infrastructure.

The proposed budget amendment will not impact the District's millage rate or ad valorem property taxes.

	FY2025 Adopted Budget	Prior Year Encumbrances Re-appropriated for FY2025	FY2025 Original Modified Budget	First Budget Amendment	FY2025 Modified Budget As Amended January 28, 2025
<u>Revenues:</u>					
General Fund	\$209,816,164	\$237,452,798	\$447,268,962	\$4,340,600	\$451,609,562
Special Revenue Funds					
FDOT Mitigation	\$1,017,754	\$452,769	\$1,470,523	\$0	\$1,470,523
Total Special Revenue Funds	\$1,017,754	\$452,769	\$1,470,523	\$0	\$1,470,523
Capital Projects Funds					
Facilities Fund	\$632,224	\$1,627,540	\$2,259,764	\$0	\$2,259,764
Structures Fund	9,640,000	14,491,229	24,131,229	0	24,131,229
Florida Forever Fund	10,500,000	6,544,800	17,044,800	0	17,044,800
Total Capital Projects Funds	\$20,772,224	\$22,663,569	\$43,435,793	\$0	\$43,435,793
Total Revenues	\$231,606,142	\$260,569,136	\$492,175,278	\$4,340,600	\$496,515,878
<u>Expenditures:</u>					
General Fund	\$209,816,164	\$237,452,798	\$447,268,962	\$4,340,600	\$451,609,562
Special Revenue Funds					
FDOT Mitigation	\$1,017,754	\$452,769	\$1,470,523	\$0	\$1,470,523
Total Special Revenue Funds	\$1,017,754	\$452,769	\$1,470,523	\$0	\$1,470,523
Capital Projects Funds					
Facilities Fund	\$632,224	\$1,627,540	\$2,259,764	\$0	\$2,259,764
Structures Fund	9,640,000	14,491,229	24,131,229	0	24,131,229
Florida Forever Fund	10,500,000	6,544,800	17,044,800	0	17,044,800
Total Capital Projects Funds	\$20,772,224	\$22,663,569	\$43,435,793	\$0	\$43,435,793
Total Expenditures	\$231,606,142	\$260,569,136	\$492,175,278	\$4,340,600	\$496,515,878

Exhibit A

CERTIFICATE AS TO RESOLUTION NO. 25-02

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

We, the undersigned, hereby certify that we are, Chair and Secretary, respectively, of the Southwest Florida Water Management District, organized and existing under and by virtue of the Laws of the State of Florida, and having its office and place of business at 2379 Broad Street, Brooksville, Hernando County, Florida, and that, on the twenty-eighth day of January 2025, at a duly called and properly held meeting of the Governing Board of the Southwest Florida Water Management District, at 7601 US Hwy 301 North, Tampa, Hillsborough County, Florida, at which meeting a majority of the members of the Governing Board were present, the resolution, which is attached hereto and which this certificate is a part thereof, was adopted and incorporated in the minutes of that meeting.

Dated at Tampa, Florida, this twenty-eighth day of January 2025.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

By: _____
Michelle Williamson, Chair

Attest:

Paul J. Bispham, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing document was acknowledged before me this twenty-eighth day of January 2025, by Michelle Williamson and Paul J. Bispham, Chair and Secretary, respectively, of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the corporation. They are personally known to me.

WITNESS my hand and official seal on this twenty-eighth day of January 2025.

Notary Public
State of Florida at Large
My Commission Expires:

FINANCE/OUTREACH AND PLANNING COMMITTEE

January 28, 2025

Discussion: Information Item: Status of the 2025 Consolidated Annual Report

Purpose

To provide the Board with information on the preparation of the District's Consolidated Annual Report and to solicit input prior to the February 25 Board meeting.

Background/History

Section 373.036, Florida Statutes (F.S.) requires the water management districts to prepare a Consolidated Water Management District Annual Report (CAR). The District formerly produced these components individually and submitted them to the Governing Board for approval at various times of the year. The CAR aims to streamline these required reporting documents so that they now come forward in one package.

The 10 chapters that make up the report are substantially complete and are provided under separate cover. Staff will finalize all required document components in February. The finished report will be provided at the February meeting. The report includes the following components:

- 1) The Water Management District Performance Measures Annual Report
- 2) The Minimum Flows and Levels Annual Priority List and Schedule
- 3) The Minimum Flows and Levels/Water Quality Grade for Projects Report
- 4) The Annual Five-Year Capital Improvements Plan
- 5) The Alternative Water Supplies Report
- 6) The Five-Year Water Resource Development Work Program
- 7) The Polk Regional Water Cooperative Status Report
- 8) The Florida Forever Work Plan
- 9) The Mitigation Donation Annual Report
- 10) The Strategic Plan 2025-2029 (updated February 2025), and the 2024 Annual Work Plan Report

This Consolidated Annual Report is a significant communication tool for the District. The statute requires the report be submitted by March 1 of each year to the Governor, Florida Department of Environmental Protection (FDEP), President of the Senate, and Speaker of the House of Representatives. "In addition, copies must be provided . . . to chairs of all legislative committees having substantive or fiscal jurisdiction over the districts and the governing body of each county in the district having jurisdiction or deriving any funds for operations of the district. Copies of the Consolidated Annual Report must be made available to the public, either in printed or electronic format."

Report Highlights:

- The Water Management District Performance Annual Report is based on standards developed between the FDEP and the District to measure the District's actions, ensure that services provided are both effective and efficient all while also accomplishing sound resource management.
- The Minimum Flows and Levels Annual Priority List and Schedule has been reviewed and approved by FDEP. As of FY2024, District rules included 207 MFLs and two water reservations.
- The Alternative Water Supplies Annual Report states the District has budgeted more than \$66 million for alternative water supply projects, including reclaimed water, brackish desalination, and

surface water/stormwater, projected to provide more than 22.5 million gallons per day of water supply.

- The Polk Regional Water Cooperative Status Report identifies a prioritized list of two Cooperative and 27 local member government projects are being submitted for FY2026 funding consideration by the Florida Legislature.
- The Strategic Plan is the guiding document for the District, identifying targets and how success will be achieved and measured. Updates for this year include the addition of Cyber Security as a core business practice. Also, due to the storm events of 2024, the District is prioritizing projects that will identify flood risk and minimize impacts from flooding as a regional priority in all four planning regions. The Strategic Plan Annual Work Plan is intended to fulfill the statutory requirement by identifying the regional priorities and objectives in the Strategic Plan, and providing a discussion of the milestones, success indicators and deliverables achieved in FY2024 as they relate to specific District programs. New for FY2024, the Annual Work Plan also satisfies the requirements of Section 189.0694(1)&(2), Florida Statutes that requires goals and objectives and reporting on the meeting of these goals and objectives.

Staff Recommendation:

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

Presenter:

Patrick H. Doty, AICP, CFM, Senior Planner, Government and Community Affairs Office

FINANCE/OUTREACH AND PLANNING COMMITTEE

January 28, 2025

Submit & File: Information Item: Budget Transfer Report

Purpose

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

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of December 2024.

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
December 2024

Item No.	--- TRANSFERRED FROM ---	--- TRANSFERRED TO ---	Reason for Transfer	Transfer Amount
	Bureau / Expenditure Category	Bureau / Expenditure Category		

There were no budget transfers made this month that did not require advance Governing Board approval.

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

FINANCE/OUTREACH AND PLANNING COMMITTEE

January 28, 2025

Submit & File: Information Item: Office of Inspector General Quarterly Update – October 1, 2024 to December 31, 2024

Background and Purpose:

In accordance with the Office of Inspector General Charter Governing Board Policy, the Inspector General is required, on a quarterly basis, to update the Committee regarding work and other matters.

Staff Recommendation:

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

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General



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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

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

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

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

Michelle Williamson
Chair, Hillsborough

John Mitten
Vice Chair, Hernando, Marion

Jack Bispham
Secretary, Manatee

Ashley Bell Barnett
Treasurer, Polk

Ed Armstrong
Former Chair, Pinellas

Kelly S. Rice
Former Chair, Citrus, Lake,
Levy, Sumter

Josh Gamblin
DeSoto, Hardee, Highlands

John Hall
Polk

James Holton
Pinellas

Dustin Rowland
Pasco

Robert Stern
Hillsborough

Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

January 28, 2025

MEMORANDUM

TO: Finance/Outreach & Planning Committee
Remaining Governing Board members

FROM: Brian Werthmiller, CPA, Inspector General

SUBJECT: Office of Inspector General Quarterly Update 10/1/24 – 12/31/24

The purpose of this memo is to satisfy the Office of Inspector General (OIG) Charter Governing Board Policy regarding updates with the Finance/Outreach and Planning Committee.

I am pleased to provide you the most recent quarterly update. During the quarter ending December 31, 2024:

- The IG quarterly update for the quarter ending September 30, 2024 was submitted to the Governing Board on October 22, 2024.
- In accordance with the OIG Charter Governing Board Policy, the OIG shall have performance measures defined by the Finance/Outreach & Planning Committee and approved by the Governing Board. These were submitted and approved by the Governing Board on October 22, 2024.
- One complaint was closed with no investigation considered necessary by the OIG.
- The District-wide risk assessment is underway and is performed to formulate the audit plan. A risk assessment takes into consideration factors that might influence the operational success of a component or activity within the District. To ensure the audit plan includes the priorities of the Governing Board and the District, the Governing Board, District management, and District staff is included as part of the risk assessment to solicit views on risk and input into the audit plan. In addition, District strategies, objectives and priorities, prior audits, budgets, and associated risks were considered in developing the audit plan.
- The OIG received requests from the District to review reports, policies, procedures, and other information. A review typically will provide a recommendation from the OIG for the requestor's consideration. Reviews can also be OIG initiated projects. During the quarter ending December 31, 2024, the OIG initiated 16 reviews. The State of Florida's Office of Program Policy Analysis and Government Accountability (OPPAGA) is performing an audit of the District's review process over permits.
- The calendar year 2024 audit plan included an insurance audit. The health/dental insurance audit is in progress.

Office of Inspector General Performance Measures		
Performance Measures – Non-Routine	Goal	Status Through 12/31/2024
Complete follow-up to the Auditor General audit recommendation over revenue collections.	Submit to the Board by September 2025.	Open
Complete follow-up to the water incentives supporting efficiency (WISE) investigation recommendation.	Submit to the Board by September 2025.	Open.
Complete follow-up to the employee reimbursements audit recommendations.	Submit to the Board by September 2025.	Open
Complete health/dental insurance audit.	Submit to the Board by September 2025.	Open
Monitor the Office of Program Policy Analysis and Government Accountability (OPPAGA) audit and update the Board on the status of corrective actions.	Submit to the Board by September 2025.	Audit is in progress.
Performance Measures - Routine	Goal	Status Through 12/31/2024
Risk assessment and audit plan.	Submit to the Board by January 2025.	Open
Inspector General FY 2025 Annual Report.	Submit to the Board September 2025.	Open
Updates to the Finance/Outreach & Planning Committee including IG performance measures.	Submit to the Board the month following each quarter-end.	25%

Governing Board Meeting

January 28, 2025

4. RESOURCE MANAGEMENT COMMITTEE

- 4.1 **Discussion:** Consent Item(s) Moved to Discussion 120
- 4.2 **Discussion:** Action Item: Pinellas County Chesnut Park ASR & Aquifer Recharge – Third-Party Review (Q142) 121

RESOURCE MANAGEMENT COMMITTEE

January 28, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE**January 28, 2025****Discussion: Action Item: Pinellas County Chesnut Park ASR & Aquifer Recharge – Third-Party Review (Q142)***Purpose*

The purpose of this item is to present the results of the third-party review (TPR) for the Pinellas County (County) Chesnut Park Aquifer Storage and Recovery (ASR) & Aquifer Recharge (AR) project (Project) and to request Governing Board approval to amend the Cooperative Funding Agreement to move forward with final design, permitting, construction, and Independent Performance Evaluation (IPE) at a total cost of \$27,524,000 with District funding of \$4,600,000 (50 percent of the initial Board-approved amount).

Background/History

In September 2020, the District's Governing Board approved FY2021 cooperative funding for the preliminary design and TPR of a project to divert excess surface water from Lake Tarpon to an existing ASR well and proposed AR facility. Additional FY2021 funds were included for post 30% design and well construction, with reimbursement for these tasks contingent upon the Governing Board's approval of the TPR. The initial conceptual project cost was estimated at \$9,200,000. The FY2021 funding was \$1,787,000, with the District's share at 50 percent being \$893,500. The County will request the remaining District funding (\$3,706,500) in future years.

Benefits/Costs

In December 2023, the County provided the preliminary design package for the District's TPR with a total project cost of \$27,524,000. The District hired a consultant in April 2024 to perform the TPR of the Project and the work was completed in November 2024. The TPR found no constructability or regulatory fatal flaws with the proposed preliminary design and concluded that the project, as currently designed, will likely achieve the proposed benefits. The design of the wells, including potential productivity and injectivity, is consistent with the hydrogeology of the area. Geotechnical investigations did not indicate unusual conditions that would prevent construction of the Chesnut Park Surface Facilities. The TPR found that the engineer's opinion of probable construction costs (EOPCC) is conservative and expected with this level of design. It is recommended that the cost and schedule be updated as design progresses.

The Project is intended to supplement the North County Reclaimed Water System during dry periods through the use of ASR, with a minimum 5-year rolling total recovery quantity of 300 million gallons. It will also increase water levels within the Upper Floridan aquifer in the Northern Tampa Bay Water Use Caution Area (NTBWUCA), facilitate freshening of the aquifer through injection of excess surface water (with a minimum 5-year rolling total recharge volume of one (1) billion gallons), as well as reduce nutrient loading to Old Tampa Bay.

The revised FY2025 evaluation form is attached as an exhibit. Governing Board authorization is needed to proceed with the project and to amend the Cooperative Funding Agreement to include final design, permitting, construction and IPE. The total project cost is \$27,524,000, with the District's share of funding at \$4,600,000, which is 50 percent of the initial Board-approved project cost. The project remains cost effective.

Staff Recommendation:

1. Authorize continuation of the project to proceed with final design, permitting, construction and Independent Performance Evaluation (IPE) of Pinellas County Chesnut Park Aquifer Storage and Recovery (ASR) & Aquifer Recharge (AR) project.
2. Update the overall cost to \$27,524,000 with the District's share not to exceed \$4,600,000 for the Chesnut Park ASR and AR Project (Q142).

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

Project No. Q142	ASR – Pinellas County Chesnut Park ASR and Aquifer Recharge			
Pinellas County Utilities	FY2025			
Risk Level:	Type 3		Multi-Year Contract: Yes, Year 5 of 7	
Description				
Description:	Third-party review (TPR), design, permitting, construction, and independent performance evaluation (IPE) of an aquifer storage and recovery (ASR) and aquifer recharge (AR) project to divert excess surface water from Lake Tarpon to an existing ASR well and proposed AR facility to supplement the reclaimed water supply during dry periods, restore water level elevations in the Northern Tampa Bay Water Use Caution Area (NTBWUCA), and facilitate freshening of the aquifer. District funding in FY2021 included preliminary design and TPR, as the project has a conceptual cost greater than \$5 million dollars. The County will apply for future funding to complete design, permitting, construction, and IPE.			
Measurable Benefit:	The contractual measurable benefit will be a minimum 5-year rolling total recovery quantity of 300 million gallons through the use of ASR to store excess surface water from Lake Tarpon from wet season to dry season and achieve a minimum 5-year rolling total recharge volume of one (1) billion gallon (BG) through the use of AR facility.			
Costs:	Total project cost: \$27,524,000 (TPR, design, permitting, construction, and IPE) Pinellas County: \$22,924,000 District: \$4,600,000 with \$893,500 budgeted in previous years, and \$3,706,500 anticipated to be requested in future years.			
Evaluation				
Application Quality:	Application included most of the required information identified in the CFI guidelines.			
Project Benefit:	The benefit of this project, if constructed, will diminish dry-weather reclaimed water shortages by increasing the reliability and resiliency of the North County Reclaimed Water System (NCRWS) through the use of ASR to store excess surface water from wet season to dry season. The Project would also help restore water level elevations in the NTBWUCA, facilitate freshening of the aquifer through injection of excess surface water, and reduce nutrients to Old Tampa Bay.			
Cost Effectiveness:	The cost for the project, based on third-party review, is within the expected range for the design level and type of project. The total cost estimate for the project will be redefined as the project moves through the final design phase.			
Past Performance:	Good, based upon an assessment of the schedule and budget for the 16 ongoing projects.			
Complementary Efforts:	Pinellas County has a program in place that includes metering and an incentivized based reuse rate structure for high volume users.			
Project Readiness:	The project is ongoing and on schedule.			
Strategic Goals				
Strategic Goals:	Strategic Initiative - Reclaimed Water: Maximize beneficial use of reclaimed water to reduce demand on traditional water supplies. 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.			
Overall Ranking and Recommendation				
Fund as High Priority.	The preliminary design and TPR are complete. The results of the TPR found the preliminary design, cost estimates and schedule to be appropriate for this level of design. TPR found no constructability or regulatory fatal flaws with the proposed preliminary design and concluded that the project as currently designed will likely achieve the proposed benefits. Based on the TPR results, District staff recommend Governing Board authorization to proceed with final design, permitting, construction, and IPE of the project and approve amending the Cooperative Funding Agreement to include a total project cost of \$27,524,000 with the District's share of \$4,600,000, which is 50 percent of the initial Board-approved project amount. The project would provide for optimization of reclaimed water to reduce reliance on fresh groundwater withdrawals and assist in restoring and freshening groundwater in the NTBWUCA.			
Funding				
Funding Source	Prior	FY2025	Future	Total
District	\$893,500	\$0	\$3,706,500	\$4,600,000
Pinellas County	\$893,500	\$0	\$22,030,500	\$22,924,000
Total	\$1,787,000	\$0	\$25,737,000	\$27,524,000

Governing Board Meeting

January 28, 2025

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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5.2	Discussion: Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-11), SWF Parcel No. 13-001-747S (Hillsborough County)	125
5.3	Discussion: Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-31), SWF Parcel No. 13-001-763S (Hillsborough County)	136

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

January 28, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

January 28, 2025

Discussion: Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-11), SWF Parcel No. 13-001-747S (Hillsborough County)

Purpose

Recommend the Governing Board approve the Contract for Sale and Purchase included as Exhibit 1, for surplus parcel identified as TBC-11. The District received an offer to purchase the TBC-11 parcel from Shane Krugman-Kadi for \$85,000. The offer reflects a price of approximately \$170,000 per acre for approximately 0.5 acres. A general location map and site map are attached as Exhibits 2 and 3, respectively.

Background

The Tampa Bypass Canal (TBC) system runs in a linear alignment along the eastern edge of the cities of Temple Terrace and Tampa in Hillsborough County, Florida. The TBC is a component of the Four River Basins, Florida Project, formulated by the U.S. Army Corps of Engineers (USACOE) in response to severe regional flooding which occurred in west-central Florida in 1960. The TBC is designed to route water from the Hillsborough River, around the cities of Temple Terrace and Tampa, and into Tampa Bay to help prevent flooding.

In 2023, TBC-11 and other parcels along the TBC were identified as no longer necessary for continued operation and maintenance of the canal. Pursuant to Florida Statutes, this parcel was advertised in a local newspaper on August 9, 2024, August 16, 2024, and August 23, 2024.

Appraisal and Price

The TBC-11 Parcel was appraised on May 24, 2024, for \$85,000 by BBG Real Estate Services, Kyle Catlett, MAI. As part of the appraisal, District staff has discussed the contracts and market activity related to this property with the appraiser and the independently considered market conditions affecting the value of the property. The highest and best use for the property is for the assembly with the adjacent residential tract to be used for accessory residential uses including buffer, water access and accessory structures. A sales summary and adjustment grid from the appraisal is attached as Exhibit 4. The full appraisal is available upon request. The property value details are summarized below:

	Total	Per Acre
Offer Amount	\$85,000	\$170,000
Appraised Value	\$85,000	\$170,000

The Buyer has not proposed any changes to the District's standard Contract for Sale and Purchase. The District's title to the property includes the subsurface rights. Upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes the District may release its interest in all phosphate, minerals, metals, and petroleum that may be in, on or under the property.

The current offer being presented to the Governing Board is from the adjacent owner and meets the District's minimum price for sale of surplus property and if accepted will be accompanied by a five percent (5 percent) good faith deposit. The contract details are summarized below:

Sale Terms

- The District will deliver title to the Buyer by Quit Claim Deed.
- The Buyer will make a deposit of five percent (5 percent) of the contract price or \$4,250 with a closing to occur no more than 60 days after the effective date of the Contract for Sale and Purchase.
- The Buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

Benefits/Costs

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

Staff Recommendation:

- Accept the offer of \$85,000; and
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on the behalf of the District; and
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed; and
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the Buyer; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Mike Singer, Real Estate Service Manager, Land Resources Bureau

Exhibit 1

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("Contract") is made this _____ day of _____, 2024, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 ("District"), and Shane Krugman-Kadi _____, having an address of 7428 Wyatt Dr, Tampa FL, 33619 _____ ("Buyer"), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell, and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property").
2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer shall be binding for Seventy (70) days after such execution by Buyer. If this Contract is not executed by the District on or before Seventy (70) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract shall terminate.
3. **EFFECTIVE DATE:** The effective date of this contract shall be the date of execution by the District.
4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.
5. **PURCHASE PRICE:** The total purchase price for the Property shall be Eighty-Five Thousand dollars (\$85,000.00), which shall be paid in the following manner:
 - a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the escrow agent for closing designated by the District, as earnest money ("Deposit"). In the event this Contract is terminated under Paragraphs 2, 4, or 11 of this Contract the District shall return the Deposit to the Buyer.
 - b. **Balance:** The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.
6. **CLOSING, EXPENSE AND POSSESSION:** This Contract shall be closed no later than Sixty (60) days from the effective date referenced in Paragraph 3, unless this Contract is terminated pursuant to Paragraphs 2 or 4. The following are additional details of closing:
 - a. **Time and Place:** The date, time and place of closing shall be set by the District.

Contract for Sale and Purchase

Revised 6/8/2018

Parcel Name: TBC-11

SWF Parcel No.: 13-001-747S

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

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

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:** Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

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

9. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

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

11. **DEFAULT:** If Buyer fails to close within Sixty (60) days from the effective date referenced in Paragraph 3, the District shall retain the Deposit, this Contract shall terminate, and the District and Buyer shall be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within Sixty (60) days from the effective date referenced in Paragraph 3, the District shall return the Deposit to Buyer, this Contract shall terminate, and Buyer and the District shall be relieved of all rights and obligations under this Contract.

Contract for Sale and Purchase

Parcel Name: TBC-11

SWF Parcel No.: 13-001-747S

Revised 6/8/2018

12. **ATTORNEYS' FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.
13. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.
14. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.
15. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.
16. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.
17. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.
18. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.
19. **SURVIVAL:** Paragraphs 6c, 7, and 13 of this Contract will survive delivery and recording of deed and possession of the Property.
20. **ELECTRONIC/FACIMILE SIGNATURE:** The District agrees that this Agreement may be executed by the Buyer by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.
21. **MINERAL RIGHTS:** The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

Contract for Sale and Purchase

Revised 6/8/2018

Parcel Name: TBC-11

SWF Parcel No.: 13-001-747S

Page 3 of 6

22. **DOCUMENTS:** The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement.

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Contract for Sale and Purchase
Parcel Name: TBC-11
SWF Parcel No.: 13-001-747S

Revised 6/8/2018

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

DISTRICT:

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

By: _____

Print Name: _____

Title: _____

Date: _____

BUYER:

By: Shane Krugman-Kadi dotloop verified
11/22/24 4:28 PM EST
COJE-RTOX-NTWF-N200
(Signature)

Print Name: Shane Krugman-Kadi

Title: _____

Date: _____

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

Contract for Sale and Purchase

Parcel Name: TBC-11

SWF Parcel No.: 13-001-747S

Revised 6/8/2018

EXHIBIT A – LEGAL DESCRIPTION

Legal Description Parcel 13-001-747S

A parcel of land lying and being in Section 23, Township 29 South, Range 19 East, Hillsborough County, Florida, all the following described land lying above the Mean High-Water line, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 29 South, Range 19 East; Thence along and coincident with the north line of said Southeast 1/4 of the Northeast 1/4 of Section 23, South 89° 43' 30" West (being the basis of bearings for this description), a distance of 1307.69 feet to the Northeast corner of the Southwest 1/4 of the Northeast 1/4; Thence along and coincident with the Easterly line of the Northwest 1/4 of the Northeast 1/4 of said Section 23, North 00° 13' 00" East, a distance of 10.60 feet to a point on the Tampa Bypass Canal Right of Way also being a non-tangent curve to the right said point also being the POINT OF BEGINNING; Thence 216.54 feet along the arc of said non-tangent curve to the right, having a radius of 1375.00 feet, a central angle of 09° 01' 23", chord bearing and distance of South 68° 39' 21" West, 216.32 feet to the Northwest corner of that certain parcel of land as described in official records book 2259, page 675, of the public records of Hillsborough County, Florida; Thence leaving said curve, North 05° 08' 11" West along the northerly extension of the west line of said certain parcel described in Official Records Book 2259, Page 675, a distance of 122.00 feet, more or less to a point on the approximate Mean High Water line; Thence along and coincident with said Mean High Water line the following three (3) courses: 1) North 71° 36' 52" East, a distance of 163.00 feet, 2) South 82° 12' 10" East, a distance of 32.00 feet, 3) South 35° 03' 12" East, a distance of 45.65 feet more or less and to an intersection with said Easterly line of the Northwest 1/4 of the Northeast 1/4 of Section 23; Thence along and coincident with said East line, South 00° 13' 00" West, a distance of 52.45 feet, more or less to the POINT OF BEGINNING.

Approved for use by the Survey Section 09-10-2024, W.O. 24-137.

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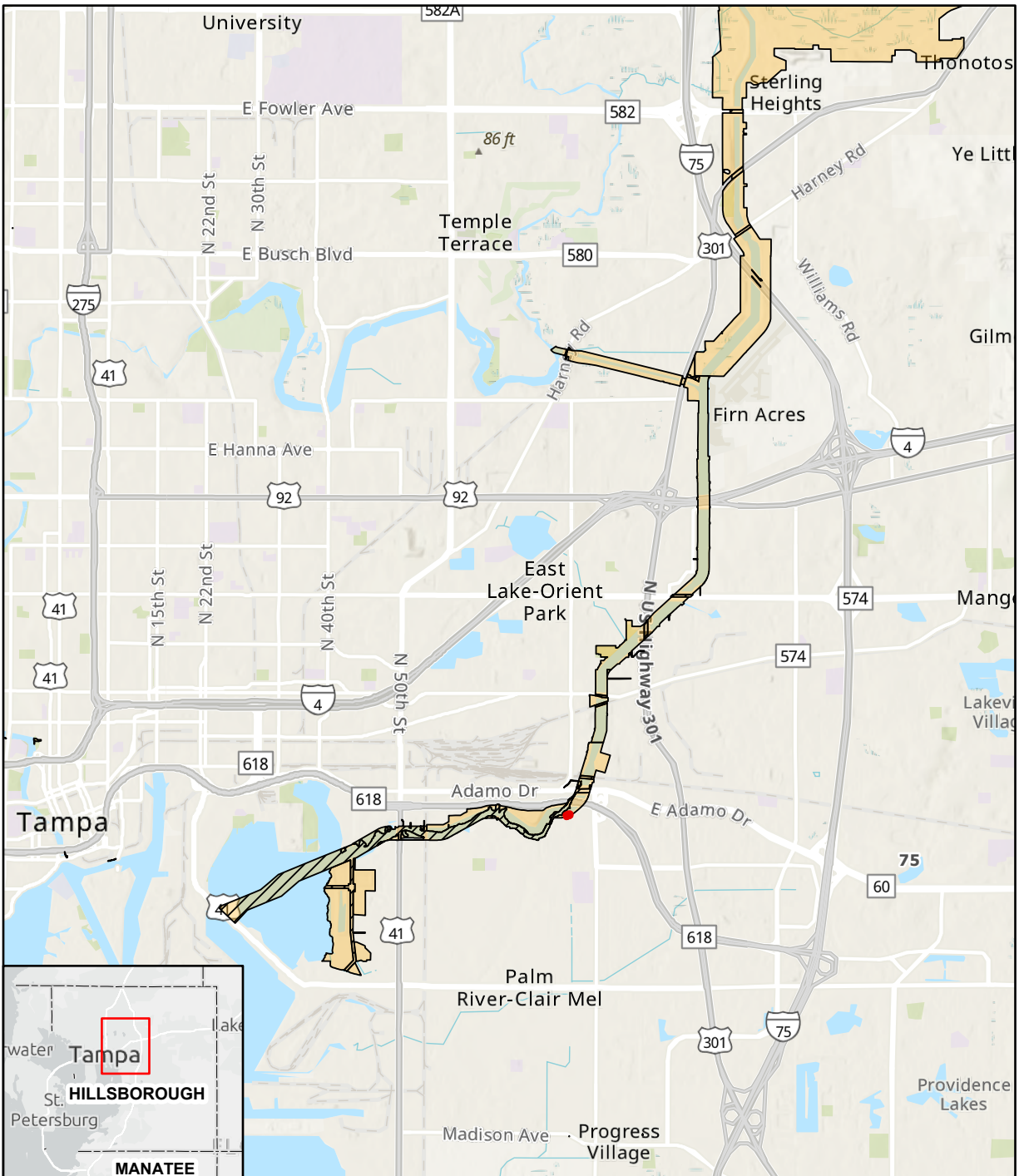
Contract for Sale and Purchase

Parcel Name: TBC-11

SWF Parcel No.: 13-001-747S

Revised 6/8/2018

Exhibit 2
Tampa Bypass Canal
SWF Parcel No. 13-001-747S, Surplus ID TBC-11 Location Map



- SWF Parcel No. 13-001-747S (TBC-11)
- District Owned Lands Fee Simple
- District Owned Land Easements

0 0.5 1
 Miles



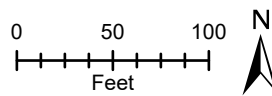
Southwest Florida
 Water Management District

Exhibit 3
Tampa Bypass Canal
SWF Parcel No. 13-001-747S, Surplus ID TBC-11 Site Map



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

- SWF Parcel No. 13-001-747S (TBC-11)
- District Owned Land Easements
- District Owned Lands Fee Simple



COMPARABLE LAND SALES ADJUSTMENT GRID

COMPARABLE LAND SALE ADJUSTMENTS				
	Subject	Comp 1	Comp 2	Comp 3
Property / Location	SWF Parcel 13-001-747S (TBC-11) 300 River Bay Drive Tampa, Florida	Waterfront Lot 13304 Waterford Run Drive Riverview, FL	Waterfront Lot 4703 Garden Lane Tampa, FL	Waterfront Lot 6106 River Nook Drive Tampa, FL
Transaction Status		Closed	Closed	Closed
Date of Sale		May-23	Oct-22	Apr-22
Site Size (SF)	21,780	36,590	43,996	35,719
Sale Price		\$125,000	\$201,300	\$125,000
Unadjusted Price per SF (Gross)		\$3.42	\$4.58	\$3.50
Transactional Adjustments				
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Financing Terms	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>
Conditions of Sale	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>
Market Conditions	<i>May-24</i>	<i>May-23</i>	<i>Oct-22</i>	<i>Apr-22</i>
Adjustment		2%	3%	4%
Adjusted Price per SF (Gross)		\$3.48	\$4.71	\$3.64
Property Adjustments				
Neighborhood	<i>Palm River</i>	<i>Superior</i>	<i>Similar</i>	<i>Similar</i>
		-5%	0%	0%
Size (Gross SF)	<i>21,780</i>	<i>36,590</i>	<i>43,996</i>	<i>35,719</i>
		3%	5%	3%
Access / Visibility	<i>Papaya Dr</i>	<i>Waterford Run Dr</i>	<i>Garden Lane</i>	<i>River Nook Dr</i>
		0%	0%	0%
Topography	<i>The subject is relatively level and predominately cleared of natural vegetation with frontage on the Bypass Canal</i>	<i>Generally level with dense vegetation and frontage on the Alafia River</i>	<i>Generally level and cleared with frontage on the Hillsborough River</i>	<i>Generally level and cleared with frontage on the Hillsborough River</i>
		3%	0%	0%
Flood Zone	<i>Zone AE</i>	<i>Zone X</i>	<i>Zone X</i>	<i>Zone X</i>
		-5%	-5%	-5%
Water Frontage	<i>225' on Bypass Canal</i>	<i>103' on Alafia River</i>	<i>206' on Bypass Canal</i>	<i>75' on Hillsborough River</i>
		5%	0%	5%
Total Property Adjustments		1%	0%	3%
Indication for Subject per SF		\$3.52	\$4.71	\$3.75

ADJUSTMENT PROCESS

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

January 28, 2025

Discussion: Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-31), SWF Parcel No. 13-001-763S (Hillsborough County)

Purpose

Recommend the Governing Board approve the Contract for Sale and Purchase included as Exhibit 1, for surplus parcel identified as TBC-31. The District received an offer to purchase the TBC-31 parcel from Shane Krugman-Kadi for \$75,000. The offer reflects a price of approximately \$178,571 per acre for approximately 0.42 acres. A general location map and site map are attached as Exhibits 2 and 3, respectively.

Background

The Tampa Bypass Canal (TBC) system runs in a linear alignment along the eastern edge of the cities of Temple Terrace and Tampa in Hillsborough County, Florida. The TBC is a component of the Four River Basins, Florida Project, formulated by the U.S. Army Corps of Engineers (USACOE) in response to severe regional flooding which occurred in west-central Florida in 1960. The TBC is designed to route water from the Hillsborough River, around the cities of Temple Terrace and Tampa, and into Tampa Bay to help prevent flooding.

In 2023, TBC-11 and other parcels along the TBC were identified as no longer necessary for continued operation and maintenance of the canal. Pursuant to Florida Statutes, this parcel was advertised in a local newspaper on August 9, 2024, August 16, 2024, and August 23, 2024.

Appraisal and Price

The TBC-31 Parcel was appraised on May 24, 2024, for \$75,000 by BBG Real Estate Services, Kyle Catlett, MAI. As part of the appraisal, District staff has discussed the contracts and market activity related to this property with the appraiser and the independently considered market conditions affecting the value of the property. The highest and best use for the property is for the assembly with the adjacent residential tract to be used for accessory residential uses including buffer, water access and accessory structures. A sales summary and adjustment grid from the appraisal is attached as Exhibit 4. The full appraisal is available upon request. The property value details are summarized below:

	Total	Per Acre
Offer Amount	\$75,000	\$178,571
Appraised Value	\$75,000	\$178,571

The Buyer has not proposed any changes to the District's standard Contract for Sale and Purchase. The District's title to the property includes the subsurface rights. Upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes the District may release its interest in all phosphate, minerals, metals, and petroleum that may be in, on or under the property.

The current offer being presented to the Governing Board is from the adjacent owner and meets the District's minimum price for sale of surplus property and if accepted will be accompanied by a five percent (5 percent) good faith deposit. The contract details are summarized below:

Sale Terms

- The District will deliver title to the Buyer by Quit Claim Deed.
- The Buyer will make a deposit of five percent (5 percent) of the contract price or \$3,750 with a closing to occur no more than 60 days after the effective date of the Contract for Sale and Purchase.
- The Buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

Benefits/Costs

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

Staff Recommendation:

- Accept the offer of \$75,000; and
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on the behalf of the District; and
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed; and
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Mike Singer, Real Estate Service Manager, Land Resources Bureau

Exhibit 1

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("Contract") is made this _____ day of _____, 2024, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 ("District"), and Shane Krugman-Kadi, having an address of 7428 Wyatt Dr, Tampa FL 33619 ("Buyer"), as follows:

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

2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer shall be binding for Seventy (70) days after such execution by Buyer. If this Contract is not executed by the District on or before Seventy (70) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract shall terminate.

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

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

5. **PURCHASE PRICE:** The total purchase price for the Property shall be Seventy-Five Thousand dollars (\$75,000.00), which shall be paid in the following manner:

a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the escrow agent for closing designated by the District, as earnest money ("Deposit"). In the event this Contract is terminated under Paragraphs 2, 4, or 11 of this Contract the District shall return the Deposit to the Buyer.

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

6. **CLOSING, EXPENSE AND POSSESSION:** This Contract shall be closed no later than Sixty (60) days from the effective date referenced in Paragraph 3, unless this Contract is terminated pursuant to Paragraphs 2 or 4. The following are additional details of closing:

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

Contract for Sale and Purchase

Revised 6/8/2018

Parcel Name: TBC-31

SWF Parcel No.: 13-001-763S

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

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

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:** Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

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

9. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

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

11. **DEFAULT:** If Buyer fails to close within Sixty (60) days from the effective date referenced in Paragraph 3, the District shall retain the Deposit, this Contract shall terminate, and the District and Buyer shall be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within Sixty (60) days from the effective date referenced in Paragraph 3, the District shall return the Deposit to Buyer, this Contract shall terminate, and Buyer and the District shall be relieved of all rights and obligations under this Contract.

Contract for Sale and Purchase
Parcel Name: TBC-31
SWF Parcel No.: 13-001-763S

Revised 6/8/2018

12. **ATTORNEYS' FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.
13. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.
14. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.
15. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.
16. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.
17. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.
18. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.
19. **SURVIVAL:** Paragraphs 6c, 7, and 13 of this Contract will survive delivery and recording of deed and possession of the Property.
20. **ELECTRONIC/FACIMILE SIGNATURE:** The District agrees that this Agreement may be executed by the Buyer by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.
21. **MINERAL RIGHTS:** The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

Contract for Sale and Purchase

Revised 6/8/2018

Parcel Name: TBC-31

SWF Parcel No.: 13-001-763S

22. **DOCUMENTS:** The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement.

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Contract for Sale and Purchase

Parcel Name: TBC-31

SWF Parcel No.: 13-001-763S

Revised 6/8/2018

Page 4 of 6

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

DISTRICT:

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

By: _____

Print Name: _____

Title: _____

Date: _____

BUYER:

By:  dotloop verified
11/22/24 4:28 PM EST
J6GA-4XKE-UOZG-NJSV
(Signature)

Print Name: Shane Krugman-Kadi

Title: _____

Date: _____

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

Contract for Sale and Purchase

Parcel Name: TBC-31

SWF Parcel No.: 13-001-763S

Revised 6/8/2018

EXHIBIT A – LEGAL DESCRIPTION**Legal Description Parcel 13-001-763S**

A parcel of land lying and being in Section 23, Township 29 South, Range 19 East, Hillsborough County, Florida, all the following described land lying above the Mean High-Water line, being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 23, Township 29 South, Range 19 East; Thence along and coincident with the east line of said Southwest 1/4 of the Northeast 1/4 of Section 23, South 00° 13' 00" West (being the basis of bearings for this description), a distance of 344.18 feet; Thence South 89° 51' 11" West, a distance of 175.20 feet to the Southeast corner of that certain parcel of land as described in official records book 25959, page 1439, of the public records of Hillsborough County, Florida; Thence along and coincident with the south line of said parcel, South 89° 51' 11" West, a distance of 143.40 feet to the Southwest corner of said parcel; Thence along and coincident with the west line of said parcel, the following two (2) courses 1) North 09° 35' 11" West, a distance of 169.88, 2) North 21° 35' 00" West, a distance of 73.85 feet to a point on the Tampa Bypass Canal Right of Way, said point also being the POINT OF BEGINNING; Thence leaving said Canal Right of Way, North 21° 35' 00" West along and coincident with the northerly extension of the west line of said certain parcel described in official records book 25959, page 1439, a distance of 106.00 feet more or less to the approximate Mean High Water line; Thence along and coincident with said Mean High Water line the following two (2) courses, 1) North 82° 31' 23" East, a distance of 86.95 feet, 2) North 65° 42' 04" East, a distance of 127.04 feet to a point of intersection with the northerly extension of the east line of said certain parcel described in official records book 25959, page 1439; Thence along and coincident with the east line of said parcel, South 05° 08' 11" East, a distance of 122.00 feet to the northeast corner of said parcel, said point being on the Tampa Bypass Canal Right of Way also being a non-tangent curve to the right; Thence 178.73 feet along the arc of said non-tangent curve to the right, having a radius of 1375.00 feet, a central angle of 07° 26' 52", chord bearing and distance of South 76° 50' 45" West, 178.61 feet to the POINT OF BEGINNING.

Approved for use by the Survey Section 10-02-2024, W.O. 24-151

Contract for Sale and Purchase

Parcel Name: TBC-31

SWF Parcel No.: 13-001-763S

Revised 6/8/2018

The map displays the proposed route for a new highway in Hillsborough County, Florida. The route is highlighted in orange and yellow, starting from the University area and extending south towards the Palm River area. Key locations and roads shown include:

- University:** Located at the top of the map, near the intersection of US Highway 301 and US Highway 92.
- Temple Terrace:** Located in the upper right quadrant, near the intersection of US Highway 301 and US Highway 75.
- East Lake-Orient Park:** Located in the center-right, near the intersection of US Highway 301 and US Highway 41.
- Tampa:** Located in the lower left, near the intersection of US Highway 301 and US Highway 41.
- Palm River-Clair Mel:** Located at the bottom of the map, near the intersection of US Highway 301 and US Highway 75.

Major roads and highways shown include:

- US Highway 301:** The main north-south corridor, highlighted in orange and yellow.
- US Highway 41:** A major east-west corridor, highlighted in orange and yellow.
- US Highway 92:** A major east-west corridor, highlighted in orange and yellow.
- US Highway 75:** A major north-south corridor, highlighted in orange and yellow.
- US Highway 60:** A major east-west corridor, highlighted in orange and yellow.

An inset map in the bottom left corner shows the location of Hillsborough County within the Tampa Bay area, with a red box indicating the county's location.

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

-
- A horizontal number line representing distance in miles. It starts at 0 on the left and ends at 1 on the right. There are major tick marks at 0, 0.5, and 1. Between 0 and 0.5, there are four smaller tick marks, dividing the segment into five equal parts. Similarly, between 0.5 and 1, there are four smaller tick marks, also dividing the segment into five equal parts. This means the entire segment from 0 to 1 is divided into ten equal parts. The word "Miles" is written below the line.



Southwest Florida
Water Management District

Exhibit 3
Tampa Bypass Canal
SWF Parcel No. 13-001-763S, Surplus ID TBC-31 Site Map



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

- SWF Parcel No. 13-001-763S (TBC-31)
- District Owned Land Easements
- District Owned Lands Fee Simple

0 50 100
 Feet



COMPARABLE LAND SALES ADJUSTMENT GRID

COMPARABLE LAND SALE ADJUSTMENTS				
	Subject	Comp 1	Comp 2	Comp 3
Property / Location	SWF Parcel 13-001-763S (TBC-31) 300 River Bay Drive Tampa, Florida	Waterfront Lot 13304 Waterford Run Drive Riverview, FL	Waterfront Lot 4703 Garden Lane Tampa, FL	Waterfront Lot 6106 River Nook Drive Tampa, FL
Transaction Status		Closed	Closed	Closed
Date of Sale		May-23	Oct-22	Apr-22
Site Size (SF)	18,295	36,590	43,996	35,719
Sale Price		\$125,000	\$201,300	\$125,000
Unadjusted Price per SF (Gross)		\$3.42	\$4.58	\$3.50
Transactional Adjustments				
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Financing Terms	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>	<i>Cash to Seller</i>
Conditions of Sale	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>
Market Conditions	<i>May-24</i>	<i>May-23</i>	<i>Oct-22</i>	<i>Apr-22</i>
Adjustment		2%	3%	4%
Adjusted Price per SF (Gross)		\$3.48	\$4.71	\$3.64
Property Adjustments				
Neighborhood	<i>Palm River</i>	<i>Superior</i>	<i>Similar</i>	<i>Similar</i>
		-5%	0%	0%
Size (Gross SF)	<i>18,295</i>	<i>36,590</i>	<i>43,996</i>	<i>35,719</i>
		3%	5%	3%
	<i>Papaya Dr</i>	<i>Waterford Run Drive</i>	<i>Garnden Lane</i>	<i>River Nook Dr</i>
Access / Visibility		0%	0%	0%
Flood Zone	<i>Zone AE</i>	<i>Zone X</i>	<i>Zone X</i>	<i>Zone X</i>
		-5%	-5%	-5%
Topography	<i>The subject is relatively level and predominately cleared of natural vegetation with frontage on the Bypass Canal</i>	<i>Generally level with dense vegetation and frontage on the Alafia River</i>	<i>Generally level and cleared with frontage on the Hillsborough River</i>	<i>Generally level and cleared with frontage on the Hillsborough River</i>
		3%	0%	0%
Water Frontage	<i>205' on Bypass Canal</i>	<i>103' on Alafia River</i>	<i>206' on Bypass Canal</i>	<i>75' on Hillsborough River</i>
		5%	0%	5%
Total Property Adjustments		1%	0%	3%
Indication for Subject per SF		\$3.52	\$4.71	\$3.75

ADJUSTMENT PROCESS

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

Governing Board Meeting

January 28, 2025

6. REGULATION COMMITTEE

- 6.1 **Discussion:** Consent Item(s) Moved to Discussion147
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board148

REGULATION COMMITTEE

January 28, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

REGULATION COMMITTEE

January 28, 2025

Discussion: Action Item: Denials Referred to the Governing Board

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

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting

January 28, 2025

7. GENERAL COUNSEL'S REPORT

7.1	Discussion: Consent Item(s) Moved to Discussion	149
7.2	Discussion: Action Item: Affirm Governing Board Committee Actions	150

GENERAL COUNSEL'S REPORT

January 28, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

GENERAL COUNSEL'S REPORT

January 28, 2025

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

January 28, 2025

Discussion: Information Item: Agricultural and Green Industry Advisory Committee

Staff Recommendation:

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

Presenter:

Dustin Rowland, Board Member

EXECUTIVE DIRECTOR'S REPORT

January 28, 2025

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

January 28, 2025

Discussion: Information Item: Chair's Report

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

CHAIR'S REPORT

January 28, 2025

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	01/20/2020	Paige Tara	Environmental Scientist	Brooksville	Water Resources	2025	01/20/2025
10	01/20/2015	Martin Russum	Chief Professional Engineer	Tampa	Environment Ressource	2025	01/20/2025
15	01/11/2010	Josh Madden	Senior Environmental Project Manager	Brooksville	Water Resources	2025	01/11/2025
25	01/31/2000	Dave Kramer	Environmental Resource Permit Bureau Chief	Tampa	Environment Ressource	2025	01/31/2025

January 28, 2025

Time Certain Closed Door Attorney-Client Session

Closed Door Attorney-Client Session Pursuant to Section 286.011(8), Florida Statutes – SWFWMD v. Citrus County, Case No. 2023-CA-000135, 5th Judicial Circuit, Citrus County – Mediation and Strategy Discussion –10:30 a.m.

Presenter:

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