

# Governing Board Meeting

## *Agenda and Meeting Information*

*July 26, 2022*

*9:00 a.m.*

7601 US-301 • 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), ext. 4747; or email [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at [WaterMatters.org/ADA](http://WaterMatters.org/ADA).

## Final Agenda GOVERNING BOARD MEETING

**JULY 26, 2022  
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 [www.WaterMatters.org](http://www.WaterMatters.org).
- › Public input will be taken only at the meeting location.
- › Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

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

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

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

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

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

The current Governing Board agenda and minutes of previous meetings are available at [WaterMatters.org](http://WaterMatters.org).

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170 Century Boulevard  
Bartow, Florida 33830  
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Sarasota, Florida 34240  
(941) 377-3722 or 1-800-320-3503 (FL only)

**Tampa Office**  
7601 Hwy 301 N (Fort King Highway)  
Tampa, Florida 33637  
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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:** District Performance Measure Flood Protection Audit
- 2.2 **Finance/Outreach and Planning Committee:** Knowledge Management: Governing Board Member Duties and Responsibilities Policy
- 2.3 **Finance/Outreach and Planning Committee:** Authorization to Dispose of Equipment
- 2.4 **Resource Management Committee:** FARMS – Shawn Pollard (H809), Hardee County
- 2.5 **Resource Management Committee:** Approve the Updated Hillsborough River/Tampa Bypass Canal Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N700)
- 2.6 **Resource Management Committee:** Approve the Updated East Lake Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N903)
- 2.7 **Resource Management Committee:** Knowledge Management: Governing Board Policy Cooperative Funding Initiative
- 2.8 **Operations, Lands and Resource Monitoring Committee:** Release and Relocation of Easement for ROMP TR 7-4, SWF Parcel No. 21-020-040
- 2.9 **Operations, Lands and Resource Monitoring Committee:** Lake Hancock Resident Security Lease, SWF Parcel No. 20-503-260X
- 2.10 **Regulation Committee:** Water Use Permit No. 20004352.009, Tampa Bay Water/South Central Hillsborough Regional Wellfield
- 2.11 **General Counsel's Report:** Knowledge Management: Governing Board Policy Update – Proposals for Settlement in Civil Cases
- 2.12 **Executive Director's Report:** Approve Governing Board Minutes - June 21, 2022

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

- 3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Investment Strategy Quarterly Update
- 3.3 **Discussion:** Action Item: Fiscal Year 2023 Vehicle Purchases
- 3.4 **Discussion:** Action Item: Fiscal Year 2023 Budget Development

- a. Adoption of Proposed District Millage Rate for FY2023
- b. FY2023 Budget Update
- c. Approval of August 1 *Standard Format Tentative Budget Submission*

3.5 **Discussion:** Action Item: Independent Auditing Services Shortlist and Negotiation Options

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

3.7 **Submit & File:** Information Item: Office of Inspector General – April 1, 2022 to June 30, 2022 Quarterly Update

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **9. EXECUTIVE DIRECTOR'S REPORT**

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

#### **10. CHAIR'S REPORT**

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

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

#### **ADJOURNMENT**



# GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 6, 2022

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

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

RESOURCE MANAGEMENT COMMITTEE
Ashley Bell Barnett
Michelle Williamson
William Hogarth

REGULATION COMMITTEE
John Hall
Seth Weightman
Ashley Bell Barnett

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

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

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

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

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

4/14/2022

**Governing Board Meeting**

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

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

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

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

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

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

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

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

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

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

**Meeting Locations**

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

Governing Board Meeting  
July 26, 2022

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**CONVENE PUBLIC MEETING**

**July 26, 2022**

**Call to Order**

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

**Presenter:**

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**July 26, 2022**

**Invocation and Pledge of Allegiance**

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

Presenter:

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**July 26, 2022**

**Employee Recognition**

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

Staff Recommendation:

- Jerry L. Mallams
- Ronald J. Basso, Jr.

Presenter:

Joel A. Schleicher, Chair

**CONVENE PUBLIC MEETING**

**July 26, 2022**

**Additions/Deletions to Agenda**

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

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

**Staff Recommendation:**

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

**Presenter:**

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

**CONVENE PUBLIC MEETING**

**July 26, 2022**

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

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

Presenter:

Joel A. Schleicher, Chair



# Governing Board Meeting

July 26, 2022

## 2. CONSENT AGENDA

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

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## CONSENT AGENDA

July 26, 2022

### Finance/Outreach and Planning Committee: District Performance Measure Flood Protection Audit

#### *Background and Purpose*

Section 20.055(2)(b), Florida Statutes, requires the Office of Inspector General (OIG) to assess the reliability and validity of information provided by the District on performance measures and standards and make recommendations for improvement. On February 25, 2020, the OIG presented to the Governing Board performance measures for each of the four general areas of responsibility in water supply, flood protection, water quality, and natural systems. On February 23, 2021, the Governing Board approved the March 1, 2021 Consolidated Annual Report (CAR) which included data compiled by the District regarding the status of these performance measures.

For selected flood protection data reported in the CAR, the OIG performed an audit to determine the reliability and validity of the data. Based upon the objectives, scope, and methodology of the audit, the OIG has found that data to be reliable and valid.

#### Staff Recommendation:

Approve the District Performance Measure Flood Protection Audit.

#### Presenter:

Brian Werthmiller, Inspector General

OFFICE OF  
INSPECTOR  
GENERAL

# Flood Protection Performance Measures Audit

Southwest Florida  
*Water Management District*

The logo features three stylized white wavy lines representing water.

Governing Board  
July 26, 2022

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# Southwest Florida Water Management District

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## Tampa Office

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

### Joel Schleicher

Chair, Charlotte, Sarasota

### Ed Armstrong

Vice Chair, Pinellas

### Michelle Williamson

Secretary, Hillsborough

### John Mitten

Treasurer, Hernando, Marion

### Kelly S. Rice

Former Chair, Citrus, Lake,  
Levy, Sumter

### Ashley Bell Barnett

Polk

### Jack Bispham

Manatee

### John Hall

Polk

### William Hogarth

Pinellas

### Seth Weightman

Pasco

### Brian J. Armstrong, P.G.

Executive Director

July 26, 2022

Mr. Joel Schleicher, Chair  
Southwest Florida Water Management District  
2379 Board Street  
Brooksville, Florida 34604-6899

Dear Mr. Schleicher:

In accordance with the Office of Inspector General (OIG) Charter Governing Board Policy and Section 20.055, Florida Statutes, the Inspector General shall conduct audits and prepare audit reports. In addition, Section 20.055(2)(b), requires the OIG to assess the reliability and validity of information provided by the District on performance measures and standard and make recommendations for improvement.

The OIG would like to thank District management and staff for their cooperation and assistance throughout the audit. I respectfully submit to you, the final audit report which was conducted in accordance with *Generally Accepted Government Auditing Standards* (Yellow Book).

Sincerely,

Brian Werthmiller, CPA, CIG  
Inspector General

cc: Finance/Outreach and Planning Committee  
Remaining Members of the Governing Board  
Mr. Brian Armstrong, Executive Director  
Ms. Mandi Rice, Assistant Executive Director  
Ms. Sherril Norman, State of Florida Auditor General

# FLOOD PROTECTION PERFORMANCE MEASURE AUDIT

## SUMMARY

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State law<sup>1</sup> requires the Office of Inspector General (OIG) to assess the reliability and validity of information provided by the District on performance measures and standards and make recommendations for improvement. On [February 25, 2020](#), the OIG presented to the Governing Board performance measures for each of the four general areas of responsibility in water supply, flood protection, water quality, and natural systems. On February 23, 2021, the Governing Board approved the March 1, 2021 Consolidated Annual Report (CAR) which included data compiled by the District regarding the status of these performance measures.

This audit focuses on the flood protection performance measures reported in the March 1, 2021 CAR. The flood protection performance measure long-term goal is to complete the implementation of water conservation and flood control structures capital improvement plan by FY 2040. In order to achieve that, the District has the following plan:

- By FY 2020, complete all flood control structure assessments and inventories.
- By FY 2020, complete all water conservation structure inventories.
- By FY 2023, complete all water conservation structure assessments.
- By FY 2024, complete the water conservation and flood control structures capital improvement plan document.

The District reported in the [March 1, 2021 CAR](#) the following information:

- 100 percent of flood control structures (16) had their assessments and inventories completed by FY 2020. Two flood control structures (Channel A and G structures) are no longer being operated and scheduled for decommissioning in FY2021, and therefore did not require inventories or assessments.
- 100 percent of water conservation structures (67) had their inventories completed by FY2020. 1.5 percent of the water conservation structures (1) had assessments completed by FY2020. One water conservation (Kell structure) is not owned by the District and is no longer being operated or maintained by the District as of FY2020, and therefore did not require an inventory or assessment.

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<sup>1</sup> [Section 20.055\(2\)\(b\), Florida Statutes](#).

Based on the objectives, scope, and methodology performed for this audit, the OIG has found that the flood protection performance measures reported in the March 1, 2021 CAR, as notated above, to be reliable and valid.

## **BACKGROUND**

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Authorized in 1972, the District protects and manages water resources in a sustainable manner for the continued welfare of the citizens across the 16 counties it serves. The mission of the District is to protect water resources, minimize flood risks, and ensure the public's water needs are met. The District is one of five water management districts created under the Florida Water Resources Act of 1972<sup>2</sup> and includes all or part of Charlotte, Citrus, Desoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter Counties. Governance lies with a thirteen-member Board which consists of representatives from specific geographic areas within District boundaries. Each member is appointed by the Governor and confirmed by the Senate. An Executive Director is appointed by the Board, subject to approval by the Governor and confirmation by the Senate.

## **FINDINGS AND RECOMMENDATIONS**

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The audit did not disclose any reportable findings and recommendations that was within the scope of this audit.

## **PRIOR AUDIT FOLLOW-UP**

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There are no prior audit findings to follow-up on.

## **OBJECTIVES, SCOPE, AND METHODOLOGY**

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The OIG conducted this audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). Those standards require that the OIG plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for findings and conclusions based on the audit objectives. The OIG believes that the evidence obtained provides a reasonable basis for findings and conclusions based on the audit objectives. In addition, the IG is independent per the GAGAS requirements for internal auditors.

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<sup>2</sup> Chapter 373, Florida Statutes.

This audit of flood protection performance measures focused on selected data reported in the March 1, 2021, Consolidated Annual Report (CAR). The overall objectives of the audit were:

- Evaluate management's effectiveness in reporting reliable and valid data on District performance measures.
- Evaluate management's performance in establishing and maintaining internal controls, including controls designed to prevent and detect fraud, waste, and abuse, and in administering assigned responsibilities in accordance with applicable laws, rules, regulations, contracts, grant agreements, and other guidelines.
- Examine internal controls designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of records and reports, and the safeguarding of assets, and identify weaknesses in those controls.

As described in more detail below, for those programs, activities, and functions included within the scope of the audit, the audit work included, but was not limited to, communicating the scope, objectives, timing, overall methodology, and reporting of the audit; obtaining an understanding of the program, activity, or function; identifying and evaluating internal controls significant to the audit objectives; exercising professional judgment in considering significance and audit risk in the design and execution of the research, interviews, tests, analyses, and other procedures included in the audit methodology; and reporting on the results of the audit as required by Governing Board policy, governing laws, and auditing standards.

An audit by its nature does not include a review of all records and actions of management, staff, and vendors, and as a consequence, cannot be relied upon to identify all instances of noncompliance, fraud, waste, abuse, errors, or inefficiency. In conducting the audit for the flood protection performance measures reported in the March 1, 2021 CAR, the OIG:

- Reviewed applicable statutes, policies, procedures and interviewed District staff to gain an understanding of the District's operations and internal controls over flood protection performance measures.
- Gained an understanding of the information systems involving flood protection performance measures.
- Evaluated the reliability and validity of flood protection performance measures.
- Evaluated the effectiveness of District policies and procedures relating to flood protection performance measures information, to determine whether internal controls were designed properly and operating effectively.



- From the population of 17 assessments completed through September 2020, examined District records for all assessments to determine whether an assessment report existed for 16 flood control structures and 1 water conservation structure. In addition, examined the assessment to determine whether the report was completed by September 2020.
- From the population of 83 inventories completed through September 2020, examined District records for 17 inventories to determine whether an inventory existed for 16 flood control structures and 1 water conservation structure. In addition, examined the inventories to determine whether it was completed by September 2020.
- From the population of deficiencies noted in the assessment and inventory reports, examined District records for 10 deficiencies to determine whether the District had taken corrective action or had a plan for corrective action.
- Communicated on an interim basis with applicable officials.
- Performed various other auditing procedures as necessary to accomplish the objectives of the audit.

## ***MANAGEMENT'S RESPONSE***

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District management concurred with the audit results.

**Brian Werthmiller, CPA, CIG**  
**Inspector General**

2379 Broad Street Brooksville, Florida 34604-6899

Phone: (352) 796-7211 X4100 ♦ Fraud and Compliance Hotline (352) 754-3482

## CONSENT AGENDA

July 26, 2022

### Finance/Outreach and Planning Committee: Knowledge Management: Governing Board Member Duties and Responsibilities Policy

#### *Purpose*

As part of the District's Knowledge Management initiative, all the District's Governing Board Policies are being reviewed by the respective divisions.

#### *Background/History*

The District's Knowledge Management initiative was launched in FY2016 and is now a Core Business Process in the District's Strategic Plan. Knowledge Management is the practice of systematically and actively collecting, managing, sharing and leveraging the organization's data, information and processes. The focus since FY2018 has been on improving the organization of governing documents to facilitate knowledge sharing, ensure the alignment of division and bureau practices with Governing Board Policies and Executive Director Procedures, and allow for timely retrieval and review of existing governing documents.

The Governing Board Member Duties and Responsibilities Policy outlines the duties and responsibilities of the four Governing Board Officers, the Chairs of the four Governing Board Committees and the general duties of all Governing Board members. Minor formatting, wording and clarification changes have been made to the policy. The proposed revised policy and the new proposed policy are shown in the attached exhibits.

#### *Benefits*

Updating existing Governing Board Policies increases efficiencies and ensures organizational alignment.

#### Staff Recommendation:

Approve the proposed changes to the policy.

#### Presenter:

Robyn Felix, Bureau Chief, Communications & Board Services

## GOVERNING BOARD POLICY

Southwest Florida Water Management District

**Title: Governing Board Member Duties and Responsibilities**

**Document Owner:** Communications and Board Services

Bureau Chief

**Approved By:** Board Chair

**Effective Date:** 07/26/2022

**Supersedes:** 05/20/2014

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### PURPOSE

The purpose of this policy is to outline the duties and responsibilities of the Governing Board members and the committee approach that is used to conduct much of the District's business.

### SCOPE

This Policy applies to members of the Governing Board.

### AUTHORITY

Chapter 112, Florida Statutes  
Section 200.065, Florida Statutes  
Chapter 286, Florida Statutes  
Chapter 373, Florida Statutes

### DEFINITIONS

N/A

### STANDARDS

N/A

## **GOVERNING BOARD POLICY**

### **Title: Governing Board Member Duties and Responsibilities**

**Effective Date: 07/26/2022**

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## **POLICY**

The District's Governing Board is composed of thirteen (13) members who are appointed by the Governor of Florida subject to confirmation by the Florida Senate. Annually in May, members of the Governing Board elect four officers: Chair, Vice Chair, Secretary and Treasurer, who serve in their respective offices for one year. In addition, the Governing Board has approved an optional committee approach as the appropriate forum in which to conduct much of its business and convenes, when appropriate, four Governing Board Committees: the Finance/Outreach & Planning Committee, the Operations, Lands and Resource Monitoring Committee, the Regulation Committee, and the Resource Management Committee. The following is an outline of the duties and responsibilities of the four Governing Board Officers, the Chairs of the four Governing Board Committees and the general duties of all Governing Board members.

## **CHAIR**

The Governing Board Chair has the duties and responsibilities historically associated with the presiding officer in an organizational setting, described in Robert's Rules of Order (as revised), as well as certain other specific duties established by Governing Board Policy. The duties of the Governing Board Chair include, but may not be limited to, the following:

- 1) Presiding over all meetings of the Governing Board, which includes keeping order, being fair and impartial, enforcing the rules and decorum of debate, and protecting the rights of all Governing Board members.
- 2) Being familiar with the basic rules of calling a meeting to order and declaring a meeting adjourned, establishing and following an agenda, and the proper steps in making, debating and voting on motions.
- 3) Recognizing Governing Board members who wish to speak; no member may speak to a subject under discussion or introduce a motion without recognition by the Chair. When more than one member requests recognition at the same time, the order of speakers will be determined as fairly as possible by the Chair.
- 4) Limiting member debate, when reasonably necessary, by enacting time limits in accordance with Board Policy Conduct of Board Meetings.
- 5) Using the Chair's prerogative, when appropriate, grant exception to the three-minute time limit allowed to members of the public wishing to address the Governing Board.
- 6) Ruling "out of order" any member of the public who speaks out of order, who fails to address the Governing Board according to Board Policy, or who is making coercive, threatening, or intimidating statements.
- 7) Prior to presiding over the annual elections, the chair will discuss Board priorities, successes, and any unresolved issues.
- 8) Presiding over annual elections by accepting nominations and motions to nominations, putting the nominations to vote, and announcing the results in accordance with Board Policy Election of Governing Board Officers.
- 9) Annually appointing members, committee chairs, committee vice chairs and Board liaisons to the various Governing Board and other committees, including advisory committees, ad hoc committees, planning committees and sub-committees as appropriate, and for major District initiatives, after seeking input from Board members.
- 10) Assigning, as required, Board Policies to appropriate Governing Board Committees for review and update.

## **GOVERNING BOARD POLICY**

### **Title: Governing Board Member Duties and Responsibilities**

**Effective Date: 07/26/2022**

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- 11) Signing Board Policies and other documents.
- 12) Counter-signing (along with the Governing Board Treasurer) District checks, either manually or by electronic signature.
- 13) Approving non-scheduled travel outside the District or travel to attend conferences or conventions outside the District by Governing Board members or the Executive Director, as required by the District's Travel Policy when travel is expected to occur prior to the Governing Board's ability to approve such travel.
- 14) Concurring with the Executive Director and General Counsel in the initiation of legal or enforcement action initiated in advance of full Board approval, if necessary, in the best interest of the District.
- 15) Consulting with the Executive Director and General Counsel in the procurement of outside legal services necessary to adequately represent the Governing Board and the District.
- 16) Approving the making or acceptance of proposals to settle legal actions in amounts greater than \$25,000 if the matter requires immediate action and cannot be delayed to the next regularly scheduled Governing Board meeting.
- 17) Executing, on behalf of the Governing Board, instruments of sale, lease, release, or conveyance of interests in land owned by the District. Such instruments must be attested to by the Governing Board Secretary.
- 18) Executing certain documents on behalf of the Governing Board, including agreements for the recruitment, selection and compensation of the Executive Director and the Inspector General, Board Policies, District Orders, Settlement Agreements, and certain other documents where signature authority has not been delegated to the Executive Director.
- 19) Approving the performance evaluations of the Executive Director and Inspector General and executing the same on behalf of the Governing Board.
- 20) Making final legislative policy decisions in the event that time frames preclude formal Governing Board action as it pertains to any pending legislation and reporting the same to the full Governing Board at the next regularly scheduled session.
- 21) Other such duties as may be required on behalf of the Governing Board.

### **VICE CHAIR**

The office of the Governing Board Vice Chair generally involves assuming all the duties and responsibilities of the Chair, including presiding at Governing Board meetings, when the Chair is unable to be present at a meeting, if a motion is being presented that concerns the Chair or if the office of the Chair is vacated for any reason. In the case of disability, resignation, non-reappointment or death of the Chair, the Vice Chair shall become the Chair for the remainder of the Chair's term. The Vice Chair may have other duties as assigned by the Chair on behalf of the Governing Board.

### **SECRETARY**

The Governing Board Secretary has the duties and responsibilities historically associated with the recording officer in an organizational setting, described in Robert's Rules of Order (as revised), as well as certain other specific duties established by Governing Board Policy. The duties of the Governing Board Secretary include, but may not be limited to, the following:

- 1) Confirming, and noting for the record, the presence or absence of a quorum at the beginning of every Governing Board meeting.
- 2) Attesting to certain official documents, including District Orders, District Resolutions, instruments for the sale, lease, or other conveyance of land and other official documents.
- 3) Presiding over meetings, and assuming all of the duties of the Chair, in the event that

## **GOVERNING BOARD POLICY**

### **Title: Governing Board Member Duties and Responsibilities**

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both the Chair and the Vice Chair are unable to be present at a meeting, if both the Chair and Vice Chair have to step down for any reason, or if the offices of both the Chair and Vice Chair are vacated for any reason.

- 4) Acting as the Governing Board Treasurer in the event that the Treasurer is unable to be present at a meeting or to carry out his or her duties for any reason, including execution of any necessary documents, and otherwise assisting the Treasurer in the performance of his or her duties as required.
- 5) Assuming other such duties as assigned by the Chair and on behalf of the Governing Board.

### **TREASURER**

The Governing Board Treasurer has the duties and responsibilities historically associated with the financial officer in an organizational setting, described in Robert's Rules of Order (as revised), as well as certain other specific duties established by Governing Board Policy. The duties of the Governing Board Treasurer include, but may not be limited to, the following:

- 1) Serving as Chair of the Finance/Outreach & Planning Committee.
- 2) Signing, as primary signatory, either manually or by electronic signature, all checks issued by the District, which are counter-signed by the Chair or Vice Chair.
- 3) Signing, as primary signatory, either manually or by electronic signature, all District financial account documents, documents to alter account structure or close accounts, and other financial reporting documents required by statute.
- 4) Receiving the District's monthly report on cash and investments.
- 5) Consulting with the Division Director of Business and IT Services, and staff in the preparation of the annual budget and annual third-party financial audit.
- 6) Presiding over meetings, and assuming all of the duties of the Chair, in the event that the Chair, the Vice Chair and the Secretary are unable to be present at a meeting, if the Chair, the Vice Chair and the Secretary have to step down for any reason, or if the offices of the Chair, the Vice Chair and the Secretary are vacated for any reason.
- 7) Acting as the Governing Board Secretary in the event the Secretary is unable to attend a meeting or to carry out his or her duties for any reason, including execution of any necessary documents, and otherwise assisting the Secretary in the performance of his or her duties as required.
- 8) Acting as the designated liaison to the Division of Business and IT Services and staff.
- 9) Presiding over budget hearings conducted pursuant to Sections 200.065 and 373.536, Florida Statutes, at the prerogative of the Chair.
- 10) Assuming other such duties as assigned by the Chair and on behalf of the Governing Board.

### **COMMITTEE CHAIRS**

Committee Chairs preside over all separate Committee meetings, or the Governing Board serving as a committee of the whole, which includes:

- 1) Keeping order, being fair and impartial, enforcing the rules and decorum of debate and protecting the rights of all Governing Board members.
- 2) Being familiar with the basic rules of calling a meeting to order and declaring a meeting adjourned, establishing and following an agenda, and the proper steps in making, debating and voting on motions.

## **GOVERNING BOARD POLICY**

### **Title: Governing Board Member Duties and Responsibilities**

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- 3) Recognizing Board members who wish to speak during Committee meetings; no member may speak to a subject under discussion or introduce a motion without recognition by the Chair. When more than one member requests recognition at the same time, the order of speakers will be determined as fairly as possible by the Chair.
- 4) Using the Chair's prerogative, when appropriate, limit member debate by enacting time limits in accordance with Board Policy.
- 5) Using the Chair's prerogative, when appropriate, grant exception to the three-minute time limit allowed to members of the public wishing to address the Governing Board.
- 6) Ruling out of order any member of the public who speaks out of order, who fails to address the Governing Board according to Board Policy or who is making profane, irrelevant, or inflammatory statements.
- 7) Developing the Committee agenda with the assistance of Committee members and staff. Significant staffing requests made by Committees will require approval by the full Governing Board. The Governing Board Chair approves the final Committee agendas.
- 8) Initiating, and placing on the agenda, the review of ongoing initiatives in the realm of the Committee area of responsibility, as appropriate.
- 9) Referring matters to another Governing Board Committee, or to the full Governing Board, as appropriate.
- 10) Fostering Committee coordination when multiple Committees are addressing the same or related issues.
- 11) Acting as liaison to the appropriate District Division Director and his or her staff.

Committee Vice Chairs will assume the responsibilities listed above when the Committee Chair is unable to be present for any reason. In addition, the Committee Chairs and Vice Chairs shall provide leadership to the appropriate committees provided for in Board Policy Governing Board Committee Responsibilities.

## **GOVERNING BOARD MEMBERS**

Each Governing Board member has the duty and responsibility to hold their position in the public trust, as well as other specific duties established by Governing Board Policy, including:

- 1) Regularly attending meetings, hearings and workshops;
- 2) Adequately preparing for meetings, hearings and workshops by reviewing the Agenda and Governing Board Packet and being versed on the issues to come before the Governing Board;
- 3) Knowing the rules of order and debate, having an adequate knowledge of the various motions and parliamentary procedure, and participating in debate as appropriate;
- 4) Accepting Governing Board Committee and other committee assignments, including advisory committees, ad hoc committees, planning committees and sub-committees as appropriate, as assigned by the Chair and performing assigned tasks in a timely manner;
- 5) Complying with laws governing public service, including Florida's Government-in-the Sunshine law and the Code of Ethics for Public Officers and Employees, as well as the financial reporting requirements found in Chapter 112, Florida Statutes, and the Florida Constitution;
- 6) Calling out a Point of Order only when a serious breach of the rules of debate has taken place;
- 7) Voting on all issues before the Governing Board except in the case of a voting conflict of interest pursuant to Section 112.3143, Florida Statutes, which requires that a

## **GOVERNING BOARD POLICY**

**Title: Governing Board Member Duties and Responsibilities**

**Effective Date: 07/26/2022**

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Governing Board member recuse him or herself in the event of conflicts of interest as outlined therein; and

- 8) Other such duties as may be assigned by the Governing Board Chair.

### **DISTRIBUTION**

This document will be stored in the Governing Document Repository.

### **REFERENCES**

Board Policy Conduct of Board Meetings

Board Policy Election of Governing Board Officers

Board Policy Governing Board Committee Responsibilities

Robert's Rules of Order Newly Revised, Twelfth Edition (2020)

### **REVIEW PERIOD**

This Policy will be reviewed every three years.



**GOVERNING BOARD POLICY****Title: Governing Board Member Duties and Responsibilities****Effective Date: 07/26/2022****Page 7 of 7****DOCUMENT DETAILS**

Document Name	Governing Board Member Duties and Responsibilities
Formerly Known As	N/A
Document Type	Policy
Author(s)	
Reviewing Stakeholder(s)	General Counsel
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	05/20/2014
Effective Date	07/26/2022

**APPROVAL**

---

Joel A. Schleicher  
Chair

---

Date

## CONSENT AGENDA

July 26, 2022

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

#### *Purpose*

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

#### *Background/History*

The District purchased two Mack dump trucks, units 2067 and 2100, in 2006 and 2009 respectively. The units were purchased for maintenance of District properties.

In March 2022, the District purchased a Freightliner dump truck (unit 2168) to replace a Mack dump truck (unit 2067), which was a planned replacement. In April 2022, the Governing Board approved deferring the replacement of unit 2100 until Fiscal Year 2024. However, in May 2022, unit 2100 had an engine failure.

In compliance with the Capital Assets Board Policy, tangible personal property with a current market value in excess of \$25,000 requires Board approval.

#### *Benefits/Costs*

Unit 2067 was purchased for \$109,271.07 and has life-to-date maintenance costs of \$70,202.65.

Unit 2100 was purchased for \$134,425.00 and has life-to-date maintenance costs of \$79,627.72.

If the recommended repair is made to unit 2100, the life-to-date maintenance costs would exceed \$100,000. At this time, it is staff's recommendation to replace unit 2100 instead of unit 2067.

#### Staff Recommendation:

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

#### Presenter:

Michelle Weaver, General Services Bureau Chief

**CONSENT AGENDA****July 26, 2022****Resource Management Committee: FARMS – Shawn Pollard (H809), Hardee County***Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Shawn Pollard, and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$50,125 (75 percent of total project costs). Of this amount, \$50,125 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$66,834.

*Project Proposal*

The District received a project proposal from Shawn Pollard for their 102 acre property located six miles east of Wauchula, in northeast Hardee County within the Southern Water Use Caution Area (SWUCA), and within the Peace River watershed. This project will involve the automation of one groundwater irrigation pump station to reduce Upper Floridan aquifer groundwater used for the irrigation of 87 acres of blueberries. The project also includes the installation of a fertigation system and soil moisture monitoring system. The Water Use Permit (WUP) 20000052.009 authorizes annual average groundwater withdrawal of a total 244,400 gallons per day (gpd). FARMS project components consist of one remotely operated irrigation pump station, zone automation, soil moisture sensors, and a fertigation system.

*Benefits/Costs*

The proposed project involves water quantity and nutrient reduction best management practices (BMPs) for daily irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS program. The project is expected to offset 17,000 gpd in groundwater for daily irrigation and to reduce nitrogen application by 196 pounds per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the 17,000 gpd groundwater offset and a reduction of 196 pounds per year of nitrogen and a proposed five-year contract term, the cost per thousand gallons of water saved is \$2.34 and the cost per pound of nitrogen reduced is \$19.11 (based on the fertigation components). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of improved irrigation techniques and nutrient reduction BMPs for blueberry operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the project presented at this meeting, the Governing Board will have \$3,553,597 remaining in its FARMS Program budget.

**Staff Recommendation:**

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

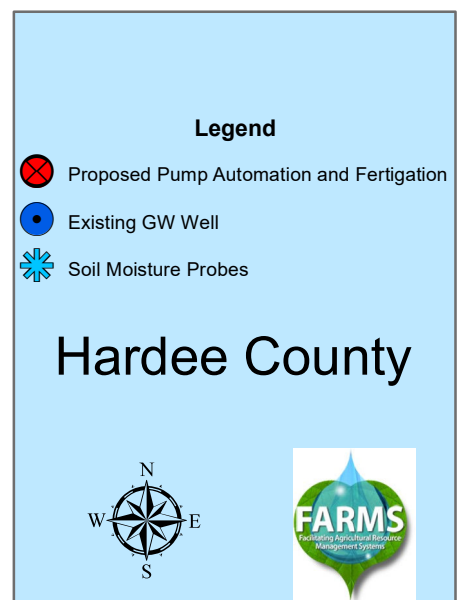
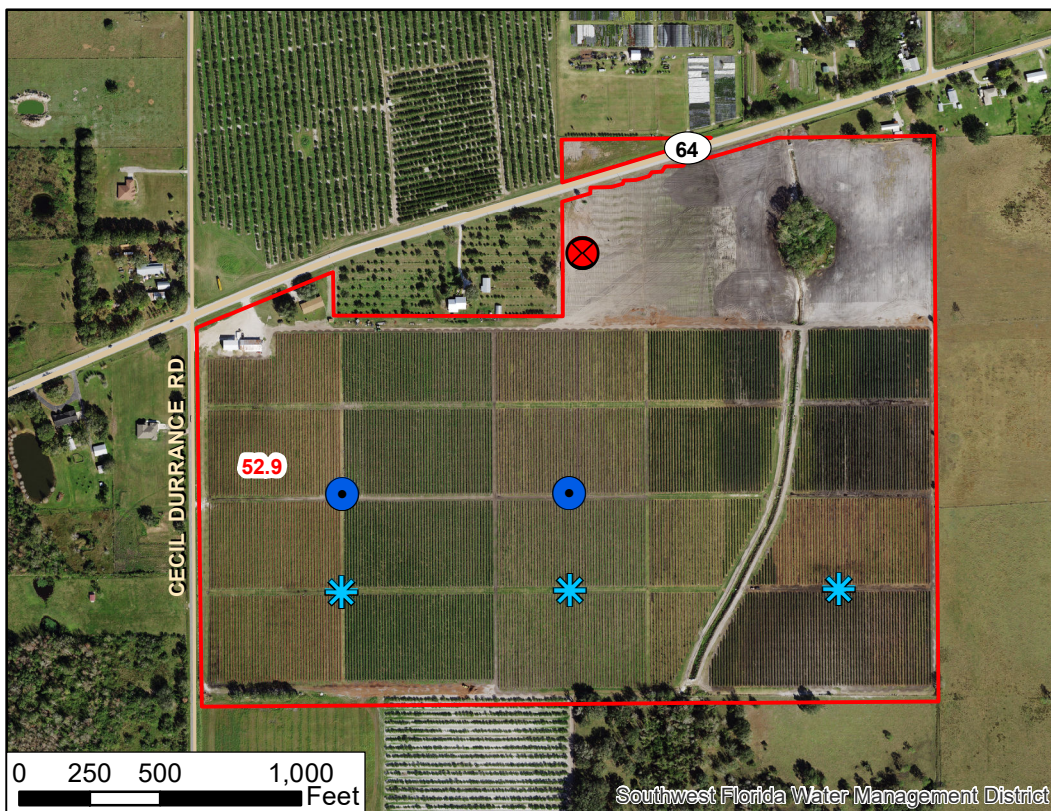
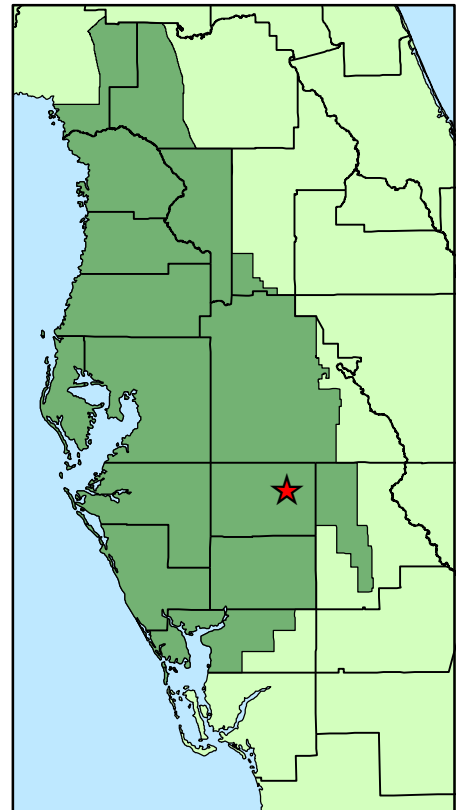
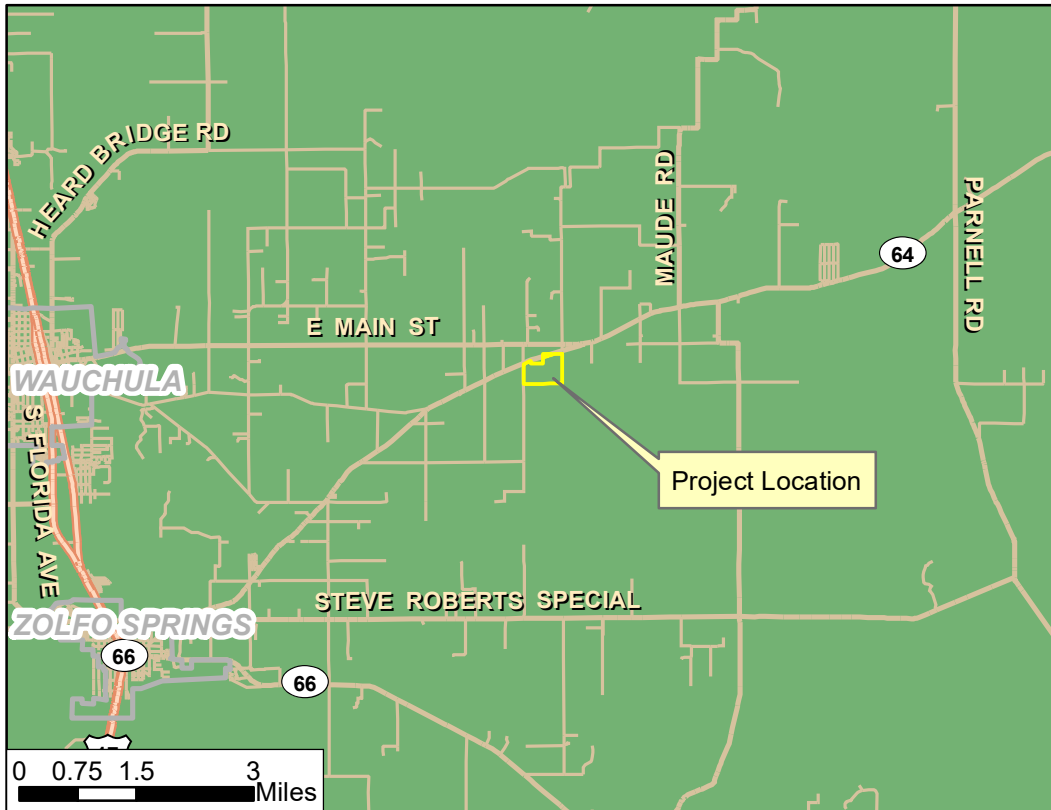
**Presenter:**

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

# Location Map

## FARMS Project H809

### Shawn Pollard Blueberry- Smith Farm



Southwest Florida  
Water Management District

MCV 06/07/2022  
2020 Aerial  
2012 NAVTF

**CONSENT AGENDA****July 26, 2022****Resource Management Committee: Approve the Updated Hillsborough River/Tampa Bypass Canal Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N700)***Purpose*

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

*Background/History*

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for 93 watersheds throughout the District. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2022-2026. Upon the Governing Board's approval, WMP floodplain information for these watersheds is used as the best information available by the ERP program.

Floodplain information for the Hillsborough River/Tampa Bypass Canal watershed was prepared by a County hired consultant Jones, Edmunds & Associates, Inc., Engineering Firm of Record, reviewed by District and County staff, and then reviewed by County's independent peer review consultant, Wood Environment & Infrastructure Solutions, Inc. Floodplain information for the watershed was presented virtually for review and comment through a public engagement website hosted by the County. This watershed was presented simultaneously with two other watersheds, which received 335 total viewers and no comments on the Hillsborough River/Tampa Bypass Canal watershed. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent most accurate floodplain information available for the watershed.

Staff Recommendation:

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

Presenter:

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

**CONSENT AGENDA****July 26, 2022****Resource Management Committee: Approve the Updated East Lake Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N903)***Purpose*

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

*Background/History*

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for 93 watersheds throughout the District. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2022-2026. Upon the Governing Board's approval, WMP floodplain information for these watersheds is used as the best information available by the ERP program.

Floodplain information for the East Lake watershed was prepared by a County hired consultant Jones, Edmunds & Associates, Inc., Engineering Firm of Record, reviewed by District and County staff, and then reviewed by County's independent peer review consultant, Environmental Consulting & Technology, Inc. Floodplain information for the watershed was presented virtually for review and comment through a public engagement website hosted by the County. This watershed was presented simultaneously with two other watersheds, which received 335 total viewers and no comments on the East Lake watershed. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent most accurate floodplain information available for the watershed.

*Staff Recommendation:*

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

*Presenter:*

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

## CONSENT AGENDA

July 26, 2022

### Resource Management Committee: Knowledge Management: Governing Board Policy Cooperative Funding Initiative

#### *Purpose*

As part of the District's Knowledge Management initiative, all the District's Governing Board Policies are being reviewed and updated as needed by the respective divisions.

#### *Background/History*

The District's Knowledge Management initiative launched in FY2016 and is now a Core Business Process in the District's Strategic Plan. Knowledge Management is the practice of systematically and actively collecting, managing, sharing, and leveraging the organization's data, information, and processes. The focus since FY2018 has been improving the organization of governing documents to facilitate knowledge sharing, ensure the alignment of division and bureau practices with Governing Board Policies and Executive Director Procedures, and allow for timely retrieval and review of existing governing documents.

At the January 25, 2022 Governing Board Workshop, the Board discussed several potential options for the CFI Program to reduce project uncertainty, scope changes and cost increases and requested staff further refine the following options for further discussion:

- Eliminating District-led third-party review (TPR);
- Requiring preliminary design be completed prior to CFI funding request for construction projects;
- Requiring Cooperator-led TPR prior to funding request for construction projects over \$5M;
- Allowing design and TPR costs up to 10% of total project cost to be a cooperator match;
- Eliminating District reimbursement for project cost increases

In March 2022, staff presented the FY2024 Cooperative Funding Process to the Governing Board. As part of this presentation staff further discussed the potential changes to the CFI Program and the process to implement changes through updates to the CFI Policy and CFI Guidelines. The CFI Governing Board Policy has been updated to address the items above. Other changes include adding septic conversion project requirements, refinements to the alternative water supply project requirements, and clarification regarding contract execution authority for Board-approved projects. In addition to these recommended changes, minor formatting and grammar changes have also been made. The revised Policy was presented for discussion at the June 2022 Governing Board.

#### Staff Recommendation:

Approve the changes to the Cooperative Funding Initiative Governing Board Policy.

#### Presenter:

Scott Letasi, Bureau Chief, Engineering and Project Management



## GOVERNING BOARD POLICY

Southwest Florida Water Management District

**Title: Cooperative Funding Initiative**

**Document Owner:** Resource Management Division Director

**Approved By:** Board Chair

**Effective Date:** 07/26/2022

**Supersedes:** 08/27/2019

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### PURPOSE

In accordance with Chapter 373, Florida Statutes (F.S.), the Governing Board (Board) may participate and cooperate with counties, municipalities, water supply authorities, and other interested entities in water management programs and projects of mutual benefit, provided such programs and projects are consistent with the District's statutory authority and will ensure proper development, utilization, and conservation of the water resources and ecology within the jurisdictional boundaries of the District. In addition, the Governing Board will implement the state's Water Protection and Sustainability Program through its Cooperative Funding Initiative if state funds are appropriated for this program.

### SCOPE

This Policy applies to projects submitted by cooperators as a part of the Cooperative Funding Initiative.

### AUTHORITY

Chapter 373, Florida Statutes

### DEFINITIONS

N/A.

## **GOVERNING BOARD POLICY**

**Title: Cooperative Funding Initiative**

**Effective Date: 07/26/2022**

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### **POLICY GUIDELINES**

The following guidelines apply to all projects. The Board may deviate from the guidelines for a specific project if it determines that such deviation would be appropriate.

- 1) The Board will give priority consideration to those projects designed to further the implementation of the District Strategic Plan, Water Management Plan, Comprehensive Watershed Management Plans, Surface Water Improvement and Management Plans, and Regional Water Supply Plan.
- 2) The District is committed to supplier diversity in the performance of all contracts associated with District Cooperative Funding projects. The District requires the cooperator to make good faith efforts to encourage the participation of minority and women-owned business enterprises, both as prime contractors and sub-contractors, in accordance with applicable laws.
- 3) The Board will consider the applicant's efforts in developing, implementing, and enforcing best water management practices, including but not limited to, conservation-oriented water rate structures and irrigation, landscape and flood protection ordinances.
- 4) Funding may be provided to assist with the cost of data collection, research, feasibility studies, conservation and environmental education initiatives; ecosystem restoration, water resource investigation and plan development; and design, permitting and construction of capital projects. Funding is not available for operation and maintenance, payment of debt, and projects required by local, state or federal permits, unless approved by the Board.
- 5) Funding assistance will be contingent upon concurrent project action and commitment by the applicant to ensure the project goals will be implemented.
- 6) The Board will consider funding based on the applicant's ability to demonstrate that such funding is necessary to make the project economically feasible.
- 7) The applicant must demonstrate any matching funds have been appropriated, are contained within a Capital Improvement Plan, or otherwise committed to the project.
- 8) Any state or federal appropriations or grant monies applied to a project by a cooperator, except for a National Estuary Program, shall be first applied toward the total cost of the cooperator's proposed project. The District will consider funding up to 50% of the remaining project costs with a similar match from the cooperator.
- 9) Pursuant to the provisions of Section 288.06561, F.S., the Board may reduce or waive requirements for matching funds when requested by rural counties or municipalities, as defined by Subsection 288.0656(2), F.S.
- 10) All applications submitted for funding consideration must be signed by a single Senior Administrator acting as a coordinator for the Cooperative Funding Initiative. If an applicant submits multiple applications, an overall ranking of the projects is required. Final decisions regarding the funding of project proposals are the exclusive responsibility of the Board.

## **GOVERNING BOARD POLICY**

**Title: Cooperative Funding Initiative**

**Effective Date: 07/26/2022**

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- 11) To be eligible for District cooperative funding, a septic conversion project must receive at least 50% funding from the state or the Florida Department of Environmental Protection; the project must be located within a first-magnitude spring Basin Management Action Plan boundary; and local ordinances must be in place supporting Florida Statutes to require connection and restrict new conventional septic systems.
- 12) The Board will create four regional sub-committees that match the District's regional water supply planning areas. The subcommittees will consist of Governing Board members from those areas and Board members from other areas as needed to create a committee of at least three members who will be appointed by the Board Chair. The regional sub-committees will hold two public meetings to review project applications, unless the Governing Board approves a deviation from the regional sub-committee review process. The role of the sub-committees will be to:
  - a) Review project information, project scoring, and funding recommendations;
  - b) Accept cooperator and general public comments on projects;
  - c) Identify any projects that need to be presented for full Board consideration;
  - d) Provide funding recommendations to the Board for all projects in that region.
  - e) The Board will provide final funding approval on all projects.
- 13) All funding applications for construction projects will require preliminary design plans and cost estimates be submitted at the time of application. The applicant will be required to submit the results of an independent third-party review with the funding application if the project is estimated to cost more than \$5,000,000. This review is to confirm the project cost, schedule, and ability of the project to meet the proposed resource benefit.
- 14) The Governing Board delegates contract execution authority for Board approved projects to the Executive Director who may delegate, in writing, any or all approval to one or more designee.
- 15) In determining whether, and how much funding will be provided by the District, the District will consider the project benefit and costs effectiveness metrics.

### The following additional guidelines apply to potable alternative water supply projects:

It is the express intent of the Board to utilize its incentive based funding to encourage the development of fully integrated, robust, multijurisdictional water supply systems composed of diverse sources (i.e., groundwater, surface water, off-stream reservoirs, desalination, etc.), managed in a manner that takes full advantage of Florida's intense climatic cycles to ensure reliable, sustainable and drought resistant systems, which maximize the use of alternative supplies to the greatest extent practicable. Alternative water supplies include indirect and direct potable reuse (IPR/DPR) projects. Multijurisdictional means two or more water utilities or local governments that have been organized into a larger entity or have entered into an interlocal agreement or contract for the purpose of more efficiently pursuing water supply development or alternative water supply development projects pursuant to a regional water supply plan. The water supply systems of the multijurisdictional entity must be interconnected and must have a formalized operational management agreement that ensures the interconnected supplies are managed in a

## **GOVERNING BOARD POLICY**

**Title: Cooperative Funding Initiative**

**Effective Date: 07/26/2022**

**Page 4 of 5**

manner consistent with the Board's intent as described herein. All operational agreements between multijurisdictional entities will be evaluated by the District and must be deemed consistent with the Board's intent as described herein.

Consistent with Section 373.707, F.S., the District shall prioritize funding for alternative water supply projects owned, operated and controlled, or perpetually controlled by a Regional Water Supply Authority (RWSA) or a regional entity created by an interlocal agreement that establishes a separate legal entity, with sufficient authority to fund, own, construct, operate and maintain alternative potable water supply systems. The regional entity must be recognized by the Board through a commitment of funds that assist in the establishment of the entity.

- 1) Projects that do not meet the multijurisdictional criteria will not be considered for funding.
- 2) If a member government of a RWSA proposes a potable water supply project, it must be submitted by the RWSA to be considered for District funding.
- 3) Projects submitted by non-member governments within the service area of a RWSA will be considered for funding only if the non-member government has reviewed its plan with the RWSA to ensure the project is not inconsistent with the RWSA plan. The non-member government must submit an affirmative written statement from the RWSA indicating that the project is not inconsistent with RWSA plan.
- 4) All potable alternative water supply projects will be required to identify the quantity of alternative water supply that will be made available upon completion of the project. It is the intent of the Board that the quantity made available will be used as "base supply". The base supply will be clearly defined by the cooperator on a project-by-project basis and will include, but not be limited to, the overall alternative water supply system capacity, typically expressed in million gallons per day, the expected annual average use for the life of the project, as well as the frequency and timing of use of the available alternative water supply quantities. The base supply defined by the cooperator will be reviewed and approved by the Board as a part of the Cooperative Funding Initiative project review and budgeting process. The cooperative funding agreement between the District and the cooperator will include the base supply requirements approved by the Board. The Board may consider adjustments to a project's base supply quantity and definition by amendment of the cooperative funding agreement.

### **DISTRIBUTION**

This Policy will be stored in the Governing Board Policy Repository.

### **REFERENCES**

Chapter 373, Florida Statutes

Chapter 40D-2, Florida Administrative Code

### **REVIEW PERIOD**

This Policy will be reviewed annually by staff. Any necessary changes will be brought to the Governing Board.

**GOVERNING BOARD POLICY****Title: Cooperative Funding Initiative****Effective Date: 07/26/2022****Page 5 of 5****DOCUMENT DETAILS**

Document Name	Cooperative Funding Initiative
Formerly Known As	N/A
Document Type	Policy
Author(s)	Scott Letasi, P.E., Engineering and Project Management Bureau Chief
Reviewing Stakeholder(s)	Office of General Counsel, Senior Staff, and Executive Staff
Document Owner Name	Jennette Seachrist, P.E.
Document Owner Title	Resource Management Division Director
Review Period (in days)	365
Span of Control	Governing Board
Supersedes Date	08/27/2019
Effective Date	07/26/2022

**APPROVAL**

---

Joel A. Schleicher  
Chair

---

Date

## CONSENT AGENDA

July 26, 2022

### Operations, Lands and Resource Monitoring Committee: Release and Relocation of Easement for ROMP TR 7-4, SWF Parcel No. 21-020-040

#### *Purpose*

Taylor Morrison of Florida, Inc. requests the release and relocation of an existing District-owned perpetual easement (Easement) which provides access to ROMP TR 7-4, a District-owned well. The requested relocation of the Easement is necessary due to development of the Heights subdivision property pursuant to an Environmental Resource Permit and will realign the Easement with the existing roadway into the development. The release and relocation will be accomplished with an Amendment (Exhibit A) to the existing Easement.

#### *Background/History*

In June 1985, the City of Bradenton (City) conveyed a perpetual easement, described in Exhibit B, for ingress and egress across approximately three acres of land for access and construction of a well site known as TR 7-4. In 2019, the City sold a portion of the land to a developer who platted the land for a subdivision; however, the City retained ownership of the land where the well site is located. The District has drafted an Amendment to Easement releasing the original and relocating the Easement for continued access.

#### *Benefits/Costs*

The existing Easement was an unimproved pasture road that floods after heavy rains. The District must maintain or improve its current level of access to ensure the continued operation and maintenance of the TR 7-4 ROMP well. The relocation of the existing Easement will be over a paved access road which will benefit the District by alleviating flooding concerns and related access issues with the existing access road, thus improving our current level of access. The District's Data Collection staff has reviewed and approved the relocated Easement identified in a graphic presentation (Exhibit C). An aerial location and site map are included as Exhibit D1 & D2 respectively. There is no cost to the District associated with the project.

#### Staff Recommendation:

Approve the release and relocation of existing access by accepting the Amendment to Easement.

#### Presenter:

Ellen Morrison, Bureau Chief, Land Resources

## Exhibit A

Prepared by:  
Southwest Florida Water Management  
District 2379 Broad Street  
Brooksville, FL 34602

Return recorded original to:  
Attn: Real Estate and Land Use Section  
Southwest Florida Water Management  
District 2379 Broad Street  
Brooksville, FL 34602

ROMP No. TR 7-4  
SWF Parcel No. 21-020-040

### AMENDMENT TO EASEMENT

This Amendment to Easement, agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Taylor Morrison of Florida, Inc., a Florida corporation, having an address of 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232 (Grantor), and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (Grantee).

### WITNESSETH:

**WHEREAS**, Grantor is the owner of certain real property located in Manatee County, Florida, more particularly described in Exhibit "A" and attached hereto (Property); and

**WHEREAS**, Grantee was granted an easement (Easement) over the subject Property on June 26, 1985, as recorded in the Public Records of Manatee County, Florida, at Official Records Book 1118, Page 2467; and

**WHEREAS**, the Easement provided the Grantee, its agents, successors and assigns a perpetual easement and right-of-way for the purposes of ingress and egress to access ROMP No. TR 7-4; and

**WHEREAS**, the Grantor and Grantee wish to amend the legal description of the Easement (Amendment) to align with a paved road being constructed on the Property.

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

The legal description of the Property set forth in Exhibit "A", attached hereto and incorporated herein by this reference, replaces in its entirety the legal description of the property set forth in the Easement recorded in the Official Records of Manatee County, Florida at Official Records Book 1118, Page 2467.

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

Except as expressly modified in this Amendment, the Easement recorded in the Official Records of Manatee County, Florida at Official Records Book 1118, Page 2467 shall continue in full force and effect according to its terms and conditions, and the Grantor and Grantee hereby ratify and affirm their respective rights and obligations under the Easement.

[signature pages follow]

COPY



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

Witnesses:

Taylor Morrison of Florida, Inc.  
A Florida corporation

\_\_\_\_\_

\_\_\_\_\_, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

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

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public

(Notary Seal)

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

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,  
a Florida Public Corporation

By: \_\_\_\_\_  
Joel Schleicher, Chair

Southwest Florida Water Management District,  
a Florida Public Corporation

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

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

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public

(Notary Seal)

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

Exhibit A

Legal Description Parcel 21-020-063 (ROMP TR7-4 ACCESS)

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22 TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S.00°05'23"E., ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1716.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°05'23"E., ALONG SAID EAST LINE, A DISTANCE OF 77.64 FEET; THENCE N.90°00'00"W., ALONG A LINE PARALLEL TO THE NORTH LINE OF LOT 84, HEIGHTS, PHASE I, SUBPHASES IA AND IB, AND PHASE II SUBDIVISION, AS RECORDED IN PLAT BOOK 65, PAGE 160, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND 10 FEET SOUTHERLY THEREFROM, A DISTANCE OF 190.74 FEET TO THE INTERSECTION OF THE EAST LINE OF TRACT 300 SAID SUBDIVISION, SAID POINT LYING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4043.00 FEET, A CHORD BEARING S.02°10'58"E., 208.41 FEET AND A CENTRAL ANGLE OF 02°57'14"; THENCE THE FOLLOWING THIRTEEN (13) COURSES ALONG SAID EAST LINE: (1) SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 208.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, A CHORD BEARING S.14°07'47"E., 29.08 FEET AND A CENTRAL ANGLE OF 20°56'24"; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 107.00 FEET, A CHORD BEARING S.48°24'49"E., 86.41 FEET AND A CENTRAL ANGLE OF 47°37'40"; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 88.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 138.00 FEET, A CHORD BEARING S.56°01'53"E., 76.98 FEET AND A CENTRAL ANGLE OF 32°23'31"; (4) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.02 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING S.18°13'03"E., 84.74 FEET AND A CENTRAL ANGLE OF 43°14'08"; (5) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.78 FEET; (6) THENCE S.03°24'01"W., A DISTANCE OF 29.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET, A CHORD BEARING S.01°39'21"W., 22.22 FEET AND A CENTRAL ANGLE OF 03°29'20"; (7) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.23 FEET; (8) THENCE S.00°05'19"E., A DISTANCE OF 32.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 89.00 FEET, A CHORD BEARING S.11°37'32"E., 35.60 FEET AND A CENTRAL ANGLE OF 23°04'25"; (9) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CHORD BEARING S.20°44'44"E., 4.98 FEET AND A CENTRAL ANGLE OF 04°50'00"; (10) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 4.98 FEET; (11) THENCE S.00°05'23"E., A DISTANCE OF 181.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 24.15 FEET, A CHORD BEARING S.39°52'30"E., 6.77 FEET AND A CENTRAL ANGLE OF 16°06'44"; (12) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.79 FEET; (13) THENCE S.47°56'44"E., A DISTANCE OF 14.39 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF HONORE AVENUE A 120

FOOT PUBLIC RIGHT OF WAY, PER OFFICIAL RECORD BOOK 2061, PAGE 6455, SAID PUBLIC RECORDS; THENCE N.89°21'58"W., ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 121.87 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID TRACT 300 SAID POINT LYING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET, A CHORD BEARING N.39°21'23"E., 4.56 FEET AND A CENTRAL ANGLE OF 11°53'48"; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG SAID WEST LINE: (1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 4.57 FEET; (2) THENCE N.00°05'19"W., A DISTANCE OF 209.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CHORD BEARING N.10°08'14"E., 30.18 FEET AND A CENTRAL ANGLE OF 20°27'05"; (3) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.34 FEET; (4) THENCE N.00°05'19"W., A DISTANCE OF 19.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING N.25°27'51"W., 64.28 FEET AND A CENTRAL ANGLE OF 50°45'04"; (5) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.43 FEET; (6) THENCE N.50°50'23"W., A DISTANCE OF 40.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING N.32°27'33"W., 85.14 FEET AND A CENTRAL ANGLE OF 36°45'40"; (7) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.62 FEET; (8) THENCE N.14°04'43"W., A DISTANCE OF 36.40 FEET; THENCE N.04°48'52"W., A DISTANCE OF 84.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4093.00 FEET, A CHORD BEARING N.01°56'56"W., 218.80 FEET AND A CENTRAL ANGLE OF 03°03'48"; THENCE NORTHERLY ALONG SAID WEST LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 218.83 FEET; THENCE N.90°00'00"E., ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 84 AND 10 FEET NORTHERLY THEREFROM, A DISTANCE OF 225.91 FEET TO THE INTERSECTION WITH THE EAST LINE OF TRACT 100, SAID SUBDIVISION; THENCE N.00°05'23"W., ALONG SAID EAST LINE OF TRACT 100 A DISTANCE OF 57.64 FEET; THENCE N.90°00'00"E., A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 22, TOWNSHIP 35 SPOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY

CONTAINING 1.67 Acres or 72,772 Square Feet more or less

Approved for use by the Survey Section 12-17-2019, W.O. 19-002.

Remainder of this page intentionally left blank.

Cal 7-22-85

This instrument was prepared by:  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 33512-9712

Approved by Attorney  
SWF Parcel No. 21-020-040  
ROMP No. TR 7-4

SOUTHWEST FLORIDA  
WATER MANAGEMENT  
DISTRICT

EASEMENT

1. THIS INDENTURE, made this 26th day of June 1985 by and between The City of Bradenton, Manatee County whose mailing address is Caller Service 25015, Bradenton, Florida 33506-5015, GRANTOR, and the Southwest Florida Water Management District, a public corporation created by the Acts of the Legislature of Florida, 1961, as amended, whose mailing address is 2379 Broad Street, Brooksville, Florida 33512-9712, GRANTEE.

2. GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations, in hand paid by GRANTEE to the GRANTOR, the receipt of which is hereby acknowledged, does hereby give and grant unto the GRANTEE its successors and assigns the right and easement intermittently or continuously to enter upon and to use any and all of the lands more particularly described in attached Exhibits "A", "B" and "C" for the following purposes:

a. A Perpetual Easement and right to drill, maintain, repair and replace a well or wells for test purposes, including the right of access by GRANTEE, or its designated agents, to the well for the purpose of maintenance, performing hydrologic data measurements and observation of the water levels on the land described in Exhibit "A" attached hereto and made a part hereof.

b. A Temporary Easement for a period of thirty-six (36) months from the date the GRANTEE commences construction for the purpose of drilling and constructing a well or wells for test purposes on the land described in Exhibit "B" attached hereto and made a part hereof.

c. A Perpetual Easement on land described in Exhibit "C" for ingress and egress to the Easements described in Exhibits "A" and "B" for the purpose of exercising the rights granted in this instrument.

3. TO HAVE AND TO HOLD said rights and easements unto the GRANTEE and its successors and assigns for the periods herein prescribed, reserving to the GRANTOR the right to use said property in any manner which is not inconsistent with the rights hereinabove granted, and provided specifically, that the GRANTOR will avoid physically disturbing the well casing or cover (water meter box) in any way without prior approval from the GRANTEE.

4. IT IS SPECIFICALLY UNDERSTOOD and agreed that if the GRANTEE shall abandon the aforesaid well, the GRANTEE shall reconvey the above described easement to the GRANTOR, and, in addition, GRANTOR shall have the right to use said well or the GRANTEE shall plug said well.

DOCUMENTARY TAX PD. \$ .50  
INTANGIBLE TAX PD. \$ \_\_\_\_\_  
R. B. SHORE, CLERK MANATEE COUNTY

BY: Kathy W. Giles  
DEPUTY CLERK

MICROFILMED

O.R. 1118 PG 2467

5. IN WITNESS WHEREOF, this instrument has been executed by the GRANTOR whose hand and seal is affixed hereto, the day and year first above written.

Signed, Sealed and Delivered  
Before the Undersigned:

CITY OF BRADENTON  
MANATEE COUNTY, FLORIDA

Attest:

By:

George Baldwin  
GEORGE BALDWIN  
City Clerk and Treasurer

By:

Bill Evers  
BILL EVERS, Mayor

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 26th day of June, 1985, by BILL EVERS, Mayor of the City of Bradenton of Manatee County and GEORGE BALDWIN, City Clerk and Treasurer.

Claret C. Loker  
Notary Public

(SEAL)

Notary Public, State Of Florida At Large  
My Commission Expires Aug. 20, 1988  
Bonded By SAFECO Insurance Company of America

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

APPROVED AS TO FORM:

William R. Lisch  
WILLIAM R. LISCH  
City Attorney

MICROFILMED

O.R. 1118 PG 2468



Southwest Florida Water Management District  
MANASOTA BASIN  
Well Site

SWF Parcel No. 21-020-040

March 8, 1985

That part of the north 1/2 of Section 22, Township 35 South, Range 18 East, Manatee County, Florida, described as follows.

Commence at the SE corner of the NW 1/4 of said Section 22;

Thence N 00°05'17" W (assumed), along the east boundary of the NW 1/4 of said Section 22, a distance of 874.82 feet;

Thence N 86°30'05" E a distance of 17.40 feet;

Thence N 03°29'55" W a distance of 40.00 feet to the POINT OF BEGINNING;

Thence S 86°30'05" W a distance of 20.00 feet;

Thence N 03°29'55" W a distance of 20.00 feet;

Thence N 86°30'05" E a distance of 40.00 feet;

Thence S 03°29'55" E a distance of 20.00 feet;

Thence S 86°30'05" W a distance of 20.00 feet to the POINT OF BEGINNING.

Parcel contains 0.018 acres, more or less.

JMB:mh

MICROFILMED

Original Poor Quality

Exhibit "A"

O.R. 1118 PG 2469

Southwest Florida Water Management District  
MANASOTA BASIN  
Well Site

SWF Parcel No. 21-020-040  
Construction Area

March 8, 1985

That part of the north 1/2 of Section 22, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the SE corner of the NW 1/4 of said Section 22;

Thence N 00°05'17" W (assumed), along the east boundary of the NW 1/4 of said Section 22, a distance of 874.82 Feet;

Thence N 86°30'05" E a distance of 17.40 feet, to the POINT OF BEGINNING;

Thence N 03°29'55" W a distance of 40.00 feet;

Thence S 86°30'05" W a distance of 20.00 feet;

Thence N 03°29'55" W a distance of 20.00 feet;

Thence N 86°30'05" E a distance of 20.00 feet;

Thence N 03°29'55" W a distance of 40.00 feet;

Thence S 86°30'05" W a distance of 100.00 feet;

Thence S 03°29'55" E a distance of 100.00 feet;

Thence N 86°30'05" E a distance of 100.00 feet to the POINT OF BEGINNING.

Parcel contains 0.220 acres, more or less.

JMB:mh

MICROFILMED

Original Poor Quality

Exhibit "B"

O.R. 1118 PG 2470



Southwest Florida Water Management District  
MANASOTA BASIN  
Well Site

Parcel No. 21-020-040  
Access Easement Route

March 8, 1985

That part of the north 1/2 of Section 22 and the SW 1/4 of Section 15, all being in Township 35 South, Range 18 East, Manatee County, Florida, lying 20 feet northerly (at right angles) and 20 feet easterly (at right angles) of the following described line:

Commence at the SE corner of the NW 1/4 of said Section 22;

Thence N 00°05'17" W (assumed), along the east boundary of the NW 1/4 of said Section 22, a distance of 874.82 feet;

Thence N 86°30'05" E a distance of 17.40 feet;

Thence N 03°29'55" W a distance of 40.00;

Thence S 86°30'05" W a distance of 20.00 feet to the POINT OF BEGINNING of said described line;

Continue S 86°30'05" W a distance of 807.74 feet;

Thence N 00°05'17" W a distance of 1786.47 feet, to the south boundary of Section 15;

Thence N 00°17'12" E a distance of 2654.08 feet to the south boundary of the NW 1/4 of Section 15;

Parcel contains 2.214 acres, more or less.

JMB:mh

MICROFILMED

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE CNTY. FLA  
JUL 24 3 32 PM '85

033511

Original Poor Quality

Exhibit "C"

O.R. 1118 PG 2471

Exhibit C  
Graphic Presentation Title Exception Review  
SWFWMD Parcel No. 20-020-063

First American Title Insurance Company

File Number NCS-983317-CAST

Updated and Revision: 01-13-2020

Section 22, Township 35 South, Range 18 East, Manatee County, Florida

**Legend**

- Portion\_of\_Plat\_Book\_65\_page\_160
- Sketch\_of\_Description
- Title\_Commitment\_Exhibit\_A

**Title\_Commitment\_Sched\_BII\_item\_9**

**Part**

- Access Easement
- Well site

**Title\_Commitment\_Sched\_BII\_items\_10-12**

**Part**

- Item 10
- Item 11
- Item 12

**Title\_Commitment\_Sched\_BII\_item\_13**

**Part**

- Tract 100
- Tract 400

Title Commitment Exhibit A:

The Land referred to herein below is situated in the County of Manatee, State of Florida, and is described as follows:

A PARCEL OF LAND BEING AND LYING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22 TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S.00°05'23"E., ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1716.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°05'23"E., ALONG SAID EAST LINE, A DISTANCE OF 77.64 FEET; THENCE N.90°00'00"W., ALONG A LINE PARALLEL TO THE NORTH LINE, A DISTANCE OF 100.74 FEET TO THE INTERSECTION OF THE EAST LINE OF TRACT 300 SAID SUBDIVISION, SAID POINT LYING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4043.00 FEET, A CHORD BEARING S.02°10'58"E., 208.41 FEET AND A CENTRAL ANGLE OF 02°57'14"; THENCE THE FOLLOWING THIRTEEN (13) COURSES ALONG SAID EAST LINE: (1) SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 208.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, A CHORD BEARING S.14°07'47"E., 29.08 FEET AND A CENTRAL ANGLE OF 20°56'24"; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 107.00 FEET, A CHORD BEARING S.48°24'49"E., 86.41 FEET AND A CENTRAL ANGLE OF 47°37'40"; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 138.00 FEET, A CHORD BEARING S.56°01'53"E., 76.98 FEET AND A CENTRAL ANGLE OF 32°23'31"; (4) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.02 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING S.18°13'03"E., 84.74 FEET AND A CENTRAL ANGLE OF 43°14'08"; (5) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 88.78 FEET; (6) THENCE S.03°24'01"W., A DISTANCE OF 29.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET, A CHORD BEARING S.01°38'21"W., 22.22 FEET AND A CENTRAL ANGLE OF 03°29'20"; (7) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.23 FEET; (8) THENCE S.00°05'19"E., A DISTANCE OF 32.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 89.00 FEET, A CHORD BEARING S.11°37'32"E., 35.60 FEET AND A CENTRAL ANGLE OF 23°04'25"; (9) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CHORD BEARING S.20°44'44"E., 4.98 FEET AND A CENTRAL ANGLE OF 04°50'00"; (10) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 4.98 FEET; (11) THENCE S.00°05'23"E., A DISTANCE OF 181.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 24.15 FEET, A CHORD BEARING S.39°52'30"E., 6.77 FEET AND A CENTRAL ANGLE OF 10°06'44"; (12) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.79 FEET; (13) THENCE S.47°56'44"E., A DISTANCE OF 14.39 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF HONORE AVENUE A 120 FOOT PUBLIC RIGHT OF WAY, PER OFFICIAL RECORD BOOK 2061, PAGE 6455, SAID PUBLIC RECORDS; THENCE N.89°21'58"W., ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 121.87 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID TRACT 300 SAID POINT LYING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET, A CHORD BEARING

(Continued)

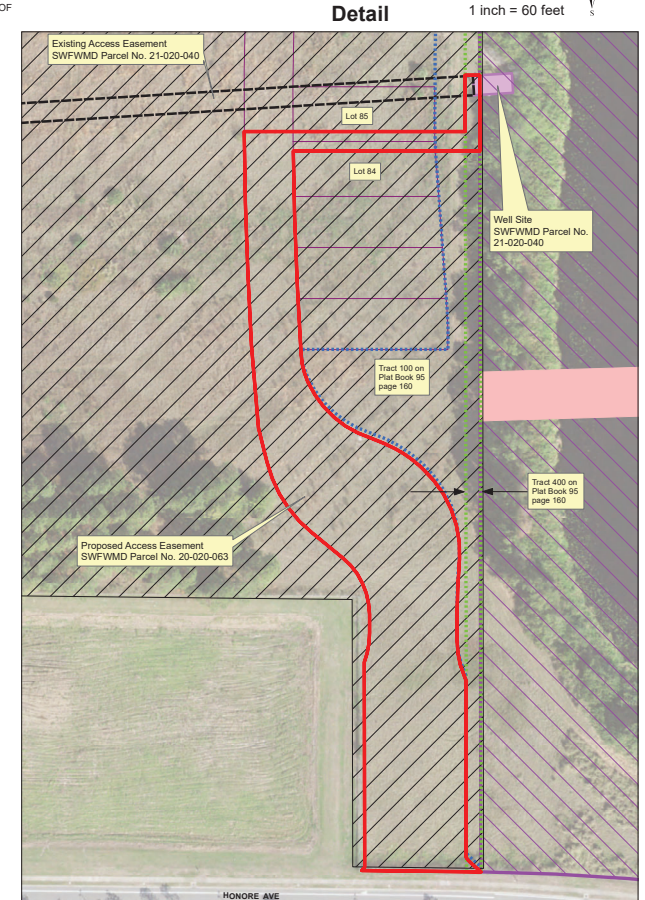
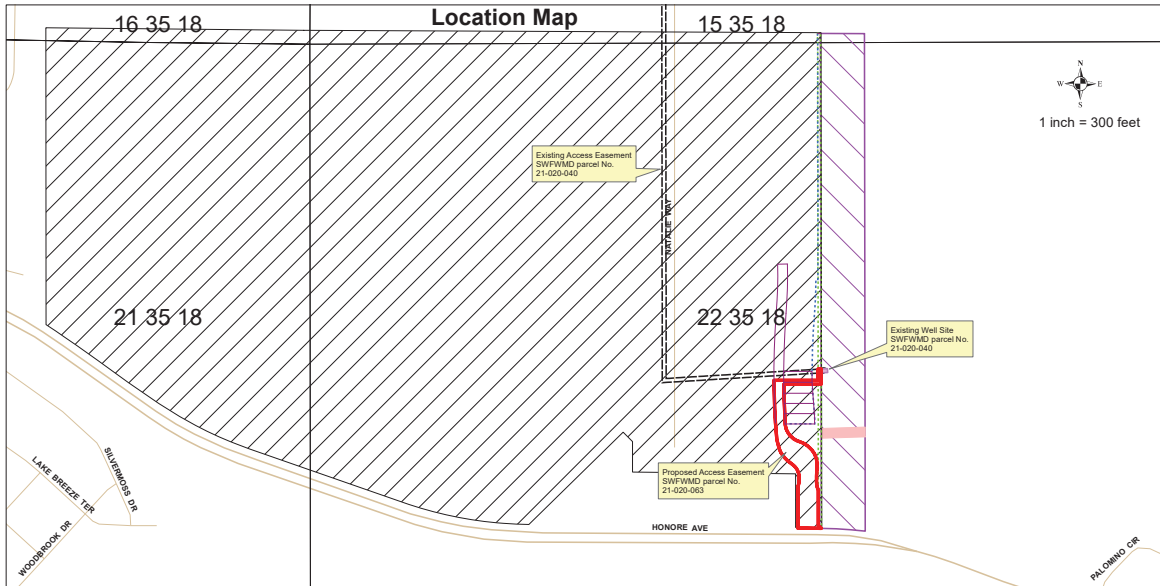
N.39°21'23"E., 4.56 FEET AND A CENTRAL ANGLE OF 11°53'48"; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG SAID WEST LINE: (1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 4.57 FEET; (2) THENCE N.00°05'19"W., A DISTANCE OF 209.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 85.00 FEET, A CHORD BEARING N.10°08'14"E., 30.18 FEET AND A CENTRAL ANGLE OF 20°27'05"; (3) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.34 FEET; (4) THENCE N.00°05'19"W., A DISTANCE OF 19.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING N.25°27'51"W., 64.28 FEET AND A CENTRAL ANGLE OF 50°45'04"; (5) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.43 FEET; (6) THENCE N.50°50'23"W., A DISTANCE OF 40.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING N.32°27'30"W., 85.14 FEET AND A CENTRAL ANGLE OF 30°45'40"; (7) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 86.62 FEET; (8) THENCE N.14°04'43"W., A DISTANCE OF 36.40 FEET; THENCE N.04°48'52"W., A DISTANCE

OF 84.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4093.00 FEET, A CHORD BEARING N.01°56'56"W., 218.80 FEET AND A CENTRAL ANGLE OF 03°03'48"; THENCE NORTHERLY ALONG SAID WEST LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 218.83 FEET; THENCE N.90°00'00"E., ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 84 AND 10 FEET NORTHERLY THEREFROM, A DISTANCE OF 225.91 FEET TO THE INTERSECTION WITH THE EAST LINE OF TRACT 100, SAID SUBDIVISION; THENCE N.00°05'23"W., ALONG SAID EAST LINE OF TRACT 100 A DISTANCE OF 57.64 FEET; THENCE N.90°00'00"E., A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

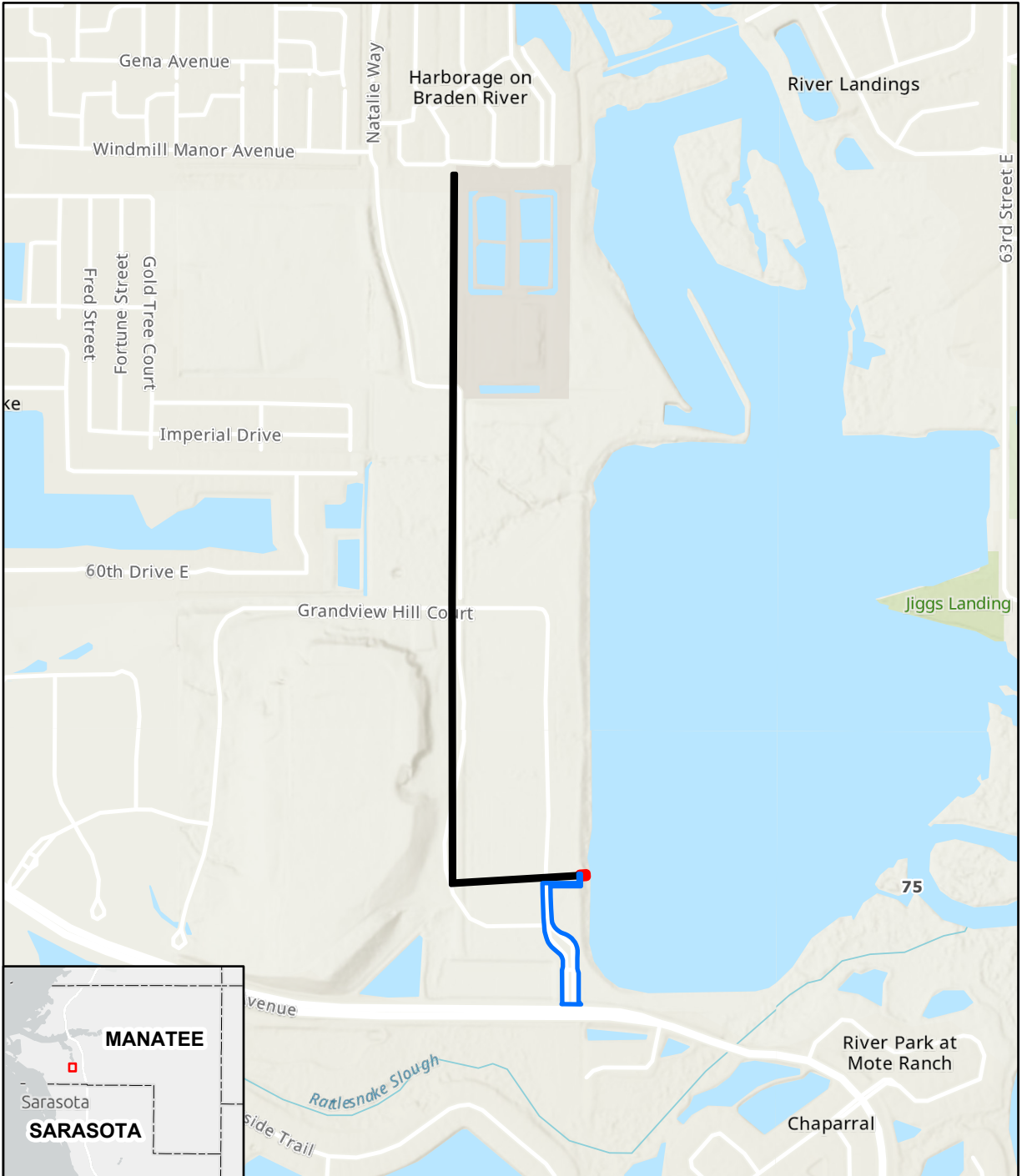
Notes:

1. This is not a survey.
2. Current imagery of 2017.
3. Graphic presentation is based on the District GIS basemap.
4. Work order 20-025.
5. Title Commitment Schedule B-II Item 14 was not mapped; it affects the entire Plat Book 65 pages 180-193 and therefore affects the proposed access easement.
6. Title Commitment Schedule B-II Items 15-17, 21, 21a and 21b describe the same lands mapped and shown hereon for Item 12. Items 21c-21h do not affect the access easement.
7. The vesting deed Official Records Book 2743 page 3710 Exhibit A describes the same lands shown hereon for Item 12 and Exhibit B describes the same lands shown hereon for Item 9 for the existing access and well site.

Date: 1/31/2020



# Exhibit D1 Release and Relocation of Easement for ROMP TR 7-4 Location Map



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

- Proposed Easement Relocation
- Existing Easement to be Released
- Existing Well Site

0 500 1,000  
US Feet



**Southwest Florida**  
Water Management District

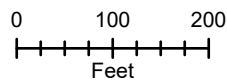


**Exhibit D2**  
**Release and Relocation of Easement for ROMP TR 7-4**  
**Site Map**



Southwest Florida Water Management District

- Proposed Easement Relocation
- Existing Easement to be Released
- Existing Well Site



**Southwest Florida**  
*Water Management District*

## CONSENT AGENDA

July 26, 2022

### Operations, Lands and Resource Monitoring Committee: Lake Hancock Resident Security Lease, SWF Parcel No. 20-503-260X

#### *Purpose*

Approve and execute a three-year lease agreement (Lease) for the residence at Lake Hancock with Tracy Bontrager (Officer Bontrager), a sworn law enforcement officer with the Florida Fish and Wildlife Conservation Commission. Officer Bontrager will provide the District with a security presence and patrol hours for Lake Hancock in exchange for use of the residence. A copy of the Lease is included as Exhibit 1 and a location map of the residence is included as Exhibit 2.

#### *Background/History*

The District is responsible for resource protection on approximately 265,000 acres of conservation land. The Governing Board's Land Use and Management Policy directs staff to utilize multiple approaches in the protection of District conservation lands, and one approach is to provide a security presence on District conservation lands through leases with security officers.

The District partners with the Florida Fish and Wildlife Conservation Commission through an enhanced patrol agreement, as well as providing three housing opportunities for sworn law enforcement officers. The sites include a residence at the Green Swamp West Tract, a residence at Lake Hancock, and a residence at Green Swamp - Hampton Tract. These residences were acquired as part of past land transactions and as an efficiency measure are utilized as residences for law enforcement officers in exchange for security services. The officers receive permission from their respective agencies to provide the District with an average of 30 hours per month of off-duty security services in exchange for the lease of a residence.

On June 23, 2021, the District entered into a lease with Officer Bontrager. Since that time Officer Bontrager has been providing reliable security service to the District. A stipulation of the previous lease also required Officer Bontrager to oversee and fund certain electrical, plumbing, and structural improvements required by building code standards at the residence using a certified contractor. All specified repairs have been completed. No other requests from law enforcement officers have been received to fill this position.

#### *Benefits/Costs*

Having live-on officers serves as a cost efficiency to prevent vandalism and as a safety efficiency to enforce District rules and deter and report criminal activity. To date, Officer Bontrager has been an asset to the District by reporting fence cuts and vandalism, answering calls for service, and ensuring the safety of District campgrounds.

#### Staff Recommendation:

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

#### Presenter:

Ellen Morrison, Bureau Chief, Land Resources

Exhibit 1

**LEASE AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
TRACY BONTRAGER**

This Lease Agreement (Agreement) is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (DISTRICT), and TRACY BONTRAGER, a certified law enforcement officer and employee of the Florida Fish and Wildlife Conservation Commission, (OFFICER), individually referred to as a "Party" and collectively "Parties".

**WITNESSETH:**

**WHEREAS**, the DISTRICT owns certain lands located in Polk County, Florida as depicted in Exhibit "A" attached hereto and hereinafter referred to as "District Lands"; and

**WHEREAS**, the DISTRICT owns a residence located on District Lands, as depicted in Exhibit "B" attached hereto and hereinafter referred to as the "Residence," and desires an off-duty, certified law enforcement officer to live in the Residence to provide security and patrol District Lands; and

**WHEREAS**, the OFFICER, through employment with a state, county, or municipal law enforcement agency, has the authority to enforce violations of state, county, municipal or wildlife laws; and

**WHEREAS**, the OFFICER agrees to live at the Residence to provide security and patrol District Lands in accordance with the terms and conditions of this Agreement.

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

1. **INDEPENDENT CONTRACTOR**. The OFFICER will provide security services pursuant to this Agreement as an independent contractor and not as an employee, representative, or agent of the DISTRICT.

2. **PROJECT MANAGER AND NOTICES**. The DISTRICT hereby designates the employee set forth below as its Project Manager. The Project Manager is the District's primary contact person and will coordinate with the OFFICER during the term of this Agreement. Notices and reports will be sent to the attention of the Project Manager and the OFFICER by hand delivery, or sent by U.S. mail, postage paid, or by nationally recognized overnight courier to the parties' addresses set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT: Chad Hughes, Senior Land Use Specialist  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604

OFFICER: Tracy Bontrager  
2905 Jacque Lee Lane  
Lakeland, Florida 33803



3. **INITIAL TERM.** The initial term of this Agreement is for three (3) years, commencing on the date the last of the parties has executed the Agreement unless terminated earlier pursuant to paragraph 21 below.

4. **RENEWAL.** This Agreement shall automatically renew for one additional three (3) year Renewal Term upon expiration of the Initial Term of this Agreement, unless either party has given written notice to the other party of the intention not to renew this Agreement at least 30 days prior to the expiration of this Agreement or any subsequent renewal.

5. **PRIMARY EMPLOYMENT OF OFFICER.** The OFFICER must be a certified law enforcement officer in the State of Florida and be actively employed by a state, county or municipal law enforcement agency at all times during the term of this Agreement. Prior to the effective date of this Agreement, the OFFICER must submit to the DISTRICT a statement from the OFFICER'S primary employer documenting the OFFICER'S employee status with the agency and authorizing the OFFICER'S ability to seek employment as an independent contractor for off-duty law enforcement related services. The OFFICER will notify the DISTRICT within 24 hours if the OFFICER'S employment status with that law enforcement agency changes or terminates. If the OFFICER fails to submit the statement from the OFFICER'S primary employer in accordance with the provisions of this paragraph or fails to notify the DISTRICT within 24 hours of any change in the OFFICER'S employment status, including termination, then the DISTRICT may terminate this Agreement in accordance with paragraph 21 below.

6. **PATROLLING.** The OFFICER must patrol District Lands an average of 30 hours a calendar month in accordance with the Scope of Security Services set forth in Exhibit "C," attached hereto and incorporated herein by reference. The OFFICER will investigate any suspicious activity on District Lands in the same manner as the OFFICER would investigate any other violation of law, and exercise the authority vested in the OFFICER as a certified law enforcement officer. The OFFICER will notify the Project Manager within 24 hours of the occurrence and investigation of any such activity on District Lands. The OFFICER will document patrol activities monthly in accordance with the Monthly Patrol Log set forth in Exhibit "E," attached hereto and incorporated herein by reference, and in accordance with the Scope of Security Services, Exhibit "C."

7. **SCOPE OF SECURITY SERVICES.** The OFFICER, upon written notice to proceed from the DISTRICT, agrees to provide security services in accordance with the provisions in this Agreement and the Scope of Security Services set forth in Exhibit "C." The Scope of Security Services and associated costs may not be modified unless mutually agreed to in writing by the Parties prior to implementation of the changes by the OFFICER.

8. **UNIFORM.** While performing the security services required by this Agreement, the OFFICER will wear the uniform and standard equipment normally worn while performing duties for the law enforcement agency by which the OFFICER is employed.

9. **TRANSPORTATION.** The OFFICER will provide a vehicle or vehicles to perform the security services required by this Agreement. The vehicle or vehicles must have the capacity to traverse extreme terrain, i.e., a four-wheel drive or all-terrain vehicle. If permitted by an off-duty employment or vehicle authorization or other appropriate form of consent from the law enforcement agency by which the OFFICER is employed, then the OFFICER will patrol the District Lands in a marked patrol vehicle whenever possible. The OFFICER will be responsible for all wear, tear, or physical damage to the vehicle or vehicles.

10. **COMMUNICATION**. The OFFICER must have access to a cellular phone and a portable two-way radio that must be tuned to state frequencies while performing duties under this Agreement. The OFFICER will provide the cellular phone number to the Project Manager.

11. **MEDIA RELEASE**. The OFFICER agrees not to initiate any oral or written media interviews, issue press releases or make any other public disclosure concerning this Agreement without the prior written approval from the DISTRICT. The OFFICER will notify the Project Manager before releasing any information to the news media regarding any activities occurring on District Lands or any other DISTRICT business.

12. **LAW COMPLIANCE**. The OFFICER will abide by all applicable federal, state, and local laws, rules, regulations, and guidelines, including but not limited to District Land Use Rules, Chapter 40D-9, Florida Administrative Code (F.A.C.), attached hereto as Exhibit "D," as may be amended from time to time. The OFFICER will abide by all applicable laws, rules, regulations, and guidelines of the law enforcement agency by which the OFFICER is employed.

13. **SCHEDULING**. Scheduling will be done, in advance, on a monthly basis. The OFFICER will submit a schedule to the Project Manager on the first day of each month that identifies the days and hours the OFFICER is available to work during the subsequent month. Each monthly schedule will be approved by the Project Manager.

14. **CONFLICT OF SCHEDULE**. The DISTRICT recognizes that the number of hours or the shift the OFFICER is available to work in an off-duty capacity may be limited by the OFFICER'S primary employment and other off-duty work obligations. The OFFICER will inform the DISTRICT as soon as possible when a schedule conflict develops. In the event of such a conflict, the OFFICER will be excused from the DISTRICT'S assigned schedule. The OFFICER may be rescheduled for the same number of off-duty work hours, according to the DISTRICT'S needs.

15. **ASSIGNMENT**. Except as otherwise provided in this Agreement, the OFFICER may not assign any of the OFFICER'S rights or delegate any of the OFFICER'S obligations under this Agreement without the prior written consent of the DISTRICT. If the OFFICER assigns the OFFICER'S rights or delegates the OFFICER'S obligations under this Agreement without the DISTRICT'S prior written consent, then the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, then the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.

16. **RESIDENCE**.

- a. The OFFICER agrees to live in the Residence in exchange for providing security services and patrolling District Lands as specified in paragraph 6. The OFFICER will pay all costs resulting from the OFFICER'S occupation and use of the Residence, including but not limited to, charges for telephone, electricity, garbage, and utility service.
- b. The OFFICER will be responsible for maintaining the floors, ceilings, cabinets, interior doors, walls, and windows in a clean and well-kept condition. The OFFICER will also be responsible for minor repairs such as faucet leaks, light bulb replacement, fences, and other incidental expenses.
- c. The DISTRICT will provide, maintain, repair, and replace exterior fixtures and apparatuses which service the Residence including telephone lines, electrical wiring and lines, heating and



air conditioning systems, gas lines, plumbing and water lines, roofs, structural damage, exterior insect treatment, wells and pumps, septic lines and tank, and all appurtenant concrete pads. The DISTRICT'S responsibility to provide, maintain, repair, and replace such fixtures will only extend to damage resulting from normal wear and tear, fire, water or acts of God. The OFFICER will promptly report any damage or necessary repair work to the DISTRICT to ensure damage to DISTRICT property is mitigated and repair costs are minimized. The OFFICER agrees to be responsible for the repair or replacement of those fixtures and apparatuses that are damaged because of the OFFICER'S actions or the actions of others for whom the OFFICER may be liable during the OFFICER'S performance under this Agreement.

- d. The OFFICER may not construct any additions, porches, make any other structural modifications or alterations to the Residence, or otherwise modify or alter the Residence or any other structures on District Lands, without the prior written approval of the DISTRICT.
- e. The OFFICER will not keep as pets any animals other than normal domestic pets, such as a dog or cat unless otherwise authorized in writing by the DISTRICT. The domestic pets and any other animals authorized by the DISTRICT will not be allowed to roam free or create a nuisance and will be confined to the Residence. The OFFICER will be responsible for cleaning up after and repairing any damage caused by the OFFICER'S domestic pets or other authorized animals.

**17. INSPECTIONS.** The DISTRICT or its agents may, at any reasonable time or during the normal business hours of the DISTRICT, enter the Residence for the purpose of inspecting or making necessary repairs, including but not limited to installing or servicing electric, gas, septic tank, telephone, or water lines or other similar utility distribution lines, or managing or maintaining the District Lands and structures.

**18. INSURANCE.** During the term of this Agreement, the OFFICER must continuously maintain insurance coverage in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and the Project Manager. The OFFICER must submit proof of continuing coverage to the DISTRICT when requested during the term of this Agreement.

- a. Vehicle Liability Insurance, including owned, non-owned and hired auto vehicles with the following minimum limits and coverage:

Bodily Injury per Person	\$100,000
Bodily Injury per Occurrence	\$300,000
Property Damage Liability	\$50,000
	or
Combined Single Limit	\$300,000

- b. Tenant's Liability Insurance \$100,000

The DISTRICT and its employees, agents, and officers must be named as additional insureds on the OFFICER'S Liability Insurance policy to the extent of the DISTRICT'S interests arising from this Agreement.

**19. TAXES.** If any ad valorem taxes, intangible property taxes, personal property taxes, personal income taxes or other liens or taxes of any kind are assessed or levied lawfully on the Residence

because of the OFFICER'S use of the Residence during the term of this Agreement, the OFFICER will pay all taxes, assessments, or liens, within ten (10) days after receiving written notice thereof from the DISTRICT. If the OFFICER fails to pay all taxes assessed or levied on the Residence within ten (10) days after receiving written notice thereof from the DISTRICT, the DISTRICT may, at its sole option, pay the taxes, assessments, or liens in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the DISTRICT subject to immediate reimbursement from the OFFICER. If the OFFICER fails to pay the taxes, assessments, or liens, then the DISTRICT may terminate this Agreement in accordance with paragraph 21 below.

20. **LIENS**. If the DISTRICT pays, or is compelled to pay, any money or do any act which requires the payment of money because the OFFICER has failed to perform any of the terms or conditions to be performed herein by the OFFICER, then the money paid by the DISTRICT, together with all interest allowed by law and attorney's fees and other expenses and obligations incurred by the DISTRICT, will be considered an obligation of the OFFICER with payment due immediately. This obligation of the OFFICER is collectible in the same manner and with the same remedies as if it had been a right originally reserved by the DISTRICT. The DISTRICT will not pay any money for which, under the provisions of this paragraph, it would be entitled to be reimbursed by the OFFICER, without giving the OFFICER five (5) days written notice of its intention to do so and without the OFFICER'S failure to make payment or do the acts required under this Agreement within the five-day notice period.

21. **TERMINATION**.

- a. Either party may terminate this Agreement without cause by giving 90 days written notice to the other party. Termination is effective on the 90<sup>th</sup> day from receipt of notice.
- b. The DISTRICT may terminate this Agreement immediately if in the DISTRICT'S opinion the OFFICER has committed any action that is inconsistent with the intent of this Agreement, the DISTRICT'S policies and procedures, or that results in damage to District Lands.
- c. The OFFICER must immediately advise the DISTRICT in writing of any change in the OFFICER'S law enforcement status or termination of his employment as a certified law enforcement officer. The DISTRICT may terminate this Agreement upon notification of the OFFICER'S loss of law enforcement certification. Termination will be at the DISTRICT'S sole discretion and may be achieved upon immediate notification or upon providing 30 days written notice to the OFFICER, whichever the DISTRICT deems appropriate.
- d. If the OFFICER abandons or vacates the Residence without notice to the DISTRICT, the DISTRICT, at its sole option, may immediately terminate this Agreement.
- e. This Agreement may be terminated if contractual obligations result in a frequent or continuing conflict with the duties of the OFFICER'S primary employment or other off-duty law enforcement obligations.
- f. The DISTRICT'S right to terminate this Agreement under the circumstances set forth in this paragraph 21 is in addition to any other rights and remedies provided by law or this Agreement.

22. **SURRENDER OF RESIDENCE**. Upon termination of this Agreement, the OFFICER will surrender the Residence to the DISTRICT in the same repair and condition as on the effective date hereof, with the exception of ordinary wear and tear. Upon termination of this Agreement, the OFFICER will also deliver to the DISTRICT all property of the DISTRICT in the OFFICER'S possession, including but not limited to all keys to the Residence and to the gates on District Lands.

23. **PERSONAL PROPERTY DAMAGE.** The OFFICER will be responsible for all loss or damage to the OFFICER'S personal property by any cause whatsoever, including but not limited to theft, vandalism, sewage system failure, fire, flooding, hurricane, or act of God. The OFFICER will not be responsible for any loss or damage to the OFFICER'S personal property caused by the negligence of the DISTRICT'S agents, employees, or representatives.

24. **FAILURE TO RETURN OR REMOVE PROPERTY.** If the OFFICER fails to surrender the Residence or return all DISTRICT property, the DISTRICT will take all appropriate legal action to obtain its property. If the OFFICER abandons personal property at the Residence, then the DISTRICT, at its sole option, may remove such personal property. The OFFICER will be solely responsible for any costs incurred by the DISTRICT in the removal of the OFFICER'S abandoned personal property from the Residence, and the DISTRICT will not be liable for any damage to personal property resulting from such removal.

25. **INDEMNIFICATION.** The OFFICER agrees to indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all injuries, deaths, losses, liabilities, claims, damages, judgments, expenses or actions, either at law or in equity, including attorney fees and costs, attorney fees and costs on appeal, and the costs of paraprofessionals working under the supervision of an attorney, caused or incurred, in whole or in part, as a result of any act or omission by the OFFICER or anyone for whose acts or omissions the OFFICER may be liable during the OFFICER'S performance under this Agreement. Nothing contained herein will constitute a waiver of the DISTRICT'S sovereign immunity under section 768.28, Florida Statutes, or to extend the limits of liability or recovery under section 768.28, Florida Statutes. This provision will survive the termination of this Agreement.

26. **FORCE MAJEURE.** The OFFICER is not excused or released from performing any of the acts, agreements, covenants, obligations or promises to comply with the terms and conditions of this Agreement if the DISTRICT is unable, prevented, or delayed in providing, maintaining, or repairing utility services at the Residence due to conditions or causes beyond the DISTRICT'S control, including but not limited to natural disasters, government restrictions, and national or state emergencies.

27. **VENUE AND APPLICABLE LAW.** All claims, counterclaims, disputes, and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement or the breach of it, will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and venue will lie exclusively in Hillsborough County.

28. **REMEDIES.** Unless specifically waived by the DISTRICT, the OFFICER'S failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT due to said breach will be borne by the OFFICER. Additionally, the DISTRICT will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the OFFICER'S obligations will not be construed as the DISTRICT'S waiver of any other obligations of the OFFICER.

29. **ATTORNEY FEES.** Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorney fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under section

768.28, Florida Statutes. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in section 768.28, Florida Statutes.

30. **THIRD PARTY BENEFICIARIES**. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

31. **DISCRIMINATION**. Pursuant to subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, the OFFICER warrants that the OFFICER is not currently on the discriminatory vendor list and that the OFFICER has not been placed on the discriminatory vendor list in the past 36 months. The OFFICER further agrees to notify the DISTRICT if placement on this list occurs.

32. **ENFORCEABILITY**. If any term or condition of this Agreement is held to be invalid or unenforceable under applicable law, all the remaining terms and conditions hereof will not be affected thereby but will remain in full force and effect.

33. **ENTIRE AGREEMENT**. No agreement or understanding, oral or in writing, unless incorporated herein, will be binding upon the Parties.

34. **MODIFICATIONS**. This Agreement and the attached exhibits listed below constitute the entire agreement between the Parties and, unless otherwise provided herein, may be amended only in writing, signed by the Parties to this Agreement.

35. **DOCUMENTS**. The following documents are attached hereto and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," Map of the District Lands, then to Exhibit "B," Residence, then to Exhibit "C," Scope of Security Services, then to Exhibit "D," District Land Use Rules, then to Exhibit "E," Monthly Patrol Log.

- Exhibit "A" – Map of the District Lands
- Exhibit "B" – Residence
- Exhibit "C" – Scope of Security Services
- Exhibit "D" – District Land Use Rules
- Exhibit "E" – Monthly Patrol Log

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

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT, a public  
corporation of the State of Florida

By: Joel Schleicher, Chairman Date \_\_\_\_\_  
(Corporate Seal)

ATTEST:

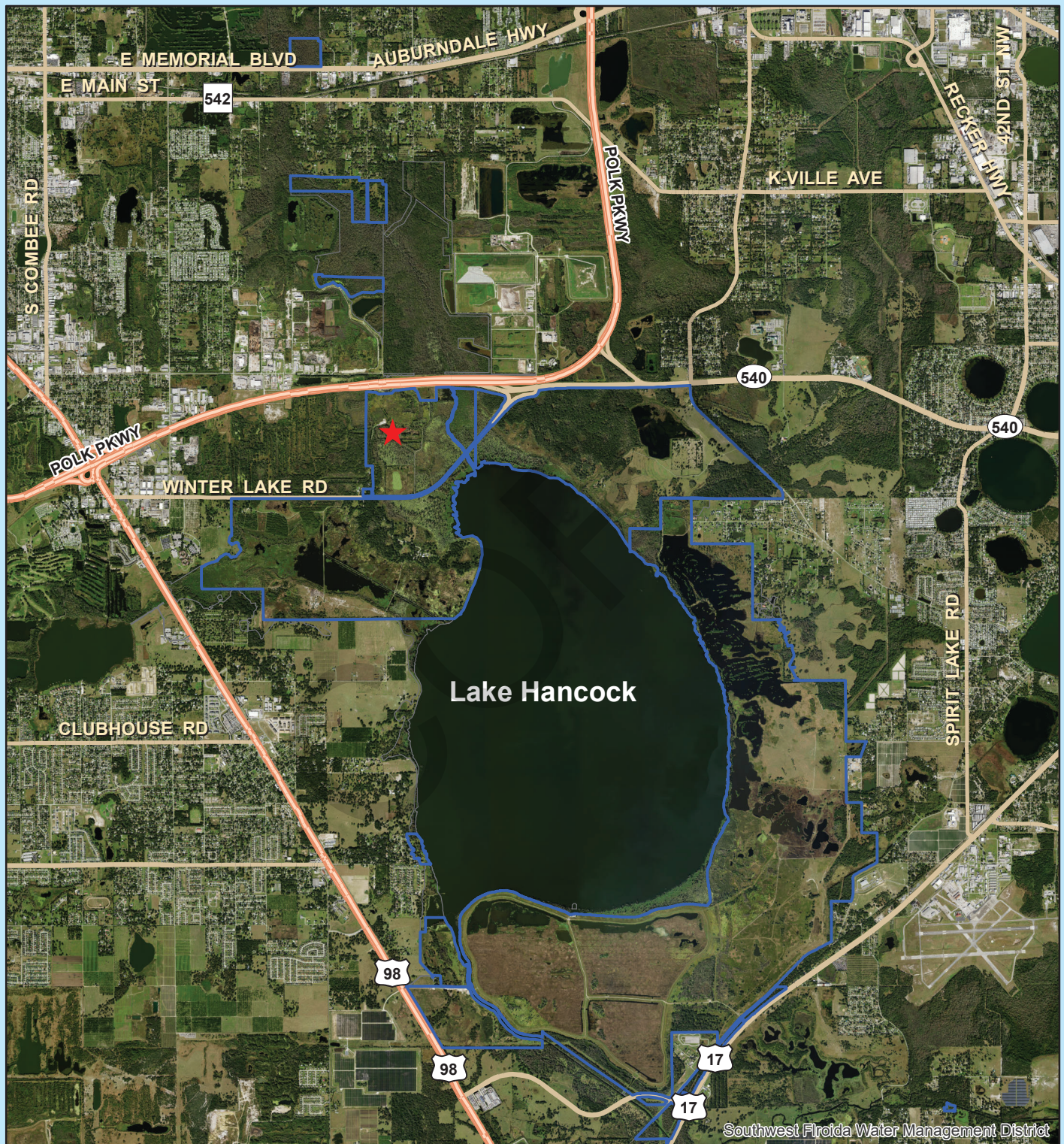
By: \_\_\_\_\_  
Michelle Williamson, Secretary Date \_\_\_\_\_

OFFICER

By: Tracy Bontrager Date \_\_\_\_\_



**Exhibit A - Map of the District Lands  
Resident Security Lease - Lake Hancock  
SWF Parcel No. 20-503-260X**



**Southwest Florida**  
Water Management District

**Legend**

- District Lands
- ★ Security Residence

0 2,750 5,500 11,000  
Feet

Land Resources  
March 24, 2022  
Aerial Date - 2020





**Exhibit B - Residence**  
**Lake Hancock Resident Security Lease**  
**SWF Parcel No. 20-503-260X**



Southwest Florida Water Management District

**Southwest Florida**  
*Water Management District*

**Legend**

— Lease Area

0 30 60 120 Feet

Land Resources  
 March 24, 2022  
 Aerial Date - 2020



## **EXHIBIT C**

### **SCOPE OF SECURITY SERVICES**

The OFFICER will fulfill security responsibilities and patrol District Lands. The OFFICER'S responsibilities will include, but will not be limited to, the following:

- a. Interrupt or prevent unauthorized and illegal activities while patrolling District Lands for an average of 30 hours per month.
- b. Patrol areas on District Lands that include, but are not limited to, entry points, boundary fences, structures, property interior, campgrounds, and recreational trails. Patrols will be conducted using a means of transportation with the capacity to traverse extreme terrain, i.e., a four-wheel drive or all-terrain vehicle, bicycle, horseback, or other means of transportation appropriate for a specific patrol area. If permitted by an off-duty employment or vehicle authorization or other appropriate form of consent from the law enforcement agency by which the OFFICER is employed, then the OFFICER will patrol District Lands in a marked patrol vehicle whenever possible. The OFFICER will immediately report any condition, situation, or incident that creates or presents a danger to the public, District Lands, or DISTRICT property.
- c. Enforce federal, state and local laws, rules, regulations and guidelines, including but not limited to the District Land Use Rules, Chapter 40D-9, F.A.C.
- d. Monitor structures and other DISTRICT property to prevent theft and vandalism.
- e. Respond to and manage any emergency situation occurring on District Lands when observed by the OFFICER or requested by the DISTRICT until DISTRICT personnel are available to assume responsibility of the emergency situation.
- f. Report fires immediately to the Project Manager by telephone.
- g. Document patrol hours and activities observed during each patrol utilizing the Monthly Patrol Log provided by the DISTRICT. In the Monthly Patrol Log, the OFFICER will record the number of contacts with the public, the activity in which the member or members of the public were engaged, each incidence of vandalism, fire, or property damage, any unusual situation or occurrence encountered by the OFFICER, and any other information the OFFICER deems relevant. The OFFICER will also include a brief narrative statement of the patrol activities and observations made during each patrol in the Monthly Patrol Log. On the first day of each month, the OFFICER will submit the Monthly Patrol Log documenting the preceding month's activities, including any activities observed during any partial month, to the Project Manager.
- h. Participate in periodic meetings as requested by the DISTRICT.



## EXHIBIT D

### CHAPTER 40D-9 DISTRICT LAND USE RULES

40D-9.021	Definitions
40D-9.101	Recreational Land Use Policy (Repealed)
40D-9.110	Scope and Applicability (Repealed)
40D-9.111	Access to and Closures of District Lands
40D-9.120	Commercial Recreational Activities
40D-9.130	Recreational Fishing
40D-9.131	Commercial Fishing
40D-9.140	Hiking
40D-9.150	Equine Activities
40D-9.160	Bicycling
40D-9.170	Hunting
40D-9.171	Trapping
40D-9.180	Swimming
40D-9.181	Underwater Diving
40D-9.182	Swings, Diving, and Jumping
40D-9.190	Dogs, Cats, or Other Animals
40D-9.191	Plant or Animal Removal, Destruction, or Harassment
40D-9.192	Introduction of Plants and Animals to District Lands
40D-9.200	Historic Resources Removal, Alteration, or Destruction
40D-9.210	Disposal or Discharge of Waste
40D-9.220	Destruction, Removal, or Alteration of District-Owned Facilities or Equipment
40D-9.230	Potentially Dangerous Equipment
40D-9.231	Fireworks and Explosives
40D-9.240	Posting or Distributing Bills
40D-9.250	Fires
40D-9.260	Camping
40D-9.270	Use of Motorized Vehicles, Recreational Vehicles, Boats, and Aircraft
40D-9.280	Unauthorized Facilities or Structures
40D-9.290	Use or Possession of Alcoholic Beverages on District Lands Prohibited
40D-9.300	Trespass After Notice (Repealed)
40D-9.310	Penalties (Repealed)
40D-9.311	Penalties
40D-9.320	Conflicting Rules
40D-9.330	Special Use Authorization

#### **40D-9.021 Definitions.**

When used in this part:

- (1) “Access point” means a designated location or boundary for public access to District Lands.
- (2) “Bicycle” means every vehicle propelled solely by human power, and every motorized bicycle propelled by a combination of human power and an electric helper motor capable of propelling the vehicle at a speed of not more than 20 miles per hour on level ground upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of no more than 25 inches from the ground when the seat is adjusted to its highest position or a scooter or similar device. A person under the age of 16 may not operate or ride upon a motorized bicycle.
- (3) “Bicycling” means to ride a bicycle.
- (4) “Commercial” activities means selling or offering to sell any merchandise or service including those derived from the recreational use of District Lands including, but not limited to, providing guide services or tours, or providing rental vehicles or

## EXHIBIT D

animals for use on District Lands.

(5) “Camping” means to use a vehicle, tent, or other shelter, and/or to arrange bedding with the intent to stay overnight.

(6) “District” means the Southwest Florida Water Management District, operating under the authority of Chapter 373, F.S.

(7) “District Lands” means any real property owned, leased, managed, or controlled by the District.

(8) “Facility” or “Structure” means any object placed on District Lands, which is intended to be permanently attached to the land, or which would be considered a fixture under Florida Law.

(9) “Fireworks” means any device as defined in Chapter 791, F.S.

(10) “Historic resource” means any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value, and folklife resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.

(11) “Horse cart” means a non-motorized two- (2) or four- (4) wheeled vehicle pulled by up to two equine animals driven by a human.

(12) “Mobility impaired persons” means a person eligible for a disabled person exemption parking permit pursuant to Section 320.0848, F.S.

(13) “Motorized Vehicle” means any vehicle, which travels over land and is partially or completely powered by a motor, as well as animal-drawn carriages and buggies.

(14) “Natural resource” means land, water, soils, flora, and fauna.

(15) “Resource-based” means an activity that depends on natural resources for its occurrence such as fishing, boating, camping, wildlife study, equine trail riding, or hunting.

(16) “Special Use Authorization” means the granting of a privilege to go on or use District Lands for a certain purpose without conveying any property or possessory interest.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 259.105, 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.101 Recreational Land Use Policy.**

*Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.*

### **40D-9.110 Scope and Applicability.**

*Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.*

### **40D-9.111 Access to and Closures of District Lands.**

(1) District Lands shall be open to the public from 30 minutes prior to sunrise until 30 minutes after sunset only, unless otherwise authorized by the District.

(2) Public access to District Lands is provided at designated access points from public roadways. District Lands, except as described in this rule, may be accessed from any adjacent waterway or waterbody at any point, unless otherwise posted. Weeki Wachee Springs State Park and Weeki Wachee Preserve may not be accessed from any adjacent waterway or waterbody at any point, unless otherwise posted.

(3) District Lands may be closed to public use during certain hours or for certain periods of time when such closure is necessary due to emergency conditions such as floods, severe weather events, and wildfires; or during prescribed burns, construction, vegetation spraying, or other land management activities.

(4) District Lands may be closed to public use in areas undergoing construction or restoration, or subject to other land or water management activities, when necessary to protect the site.

(5) District Lands may be closed to public use when such action is necessary to protect the water, natural or cultural resources of such lands.

## EXHIBIT D

(6) District Lands may be closed to public use when necessary to conduct research, studies, or data collection that has been approved or contracted by the District.

(7) The District shall provide notice by signs, District website, press release, or social media postings when District Lands are closed for public use.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.120 Commercial Recreational Activities.**

Any entity planning to conduct a commercial recreational activity consistent with these rules on District Lands shall contact the District and provide the following information prior to entry upon District Lands:

- (1) Name of business and owner,
- (2) Address of business and owner,
- (3) Type of activity to be conducted on District Lands,
- (4) Number of participants in the activity, and
- (5) Duration of the activity.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.130 Recreational Fishing.**

Recreational fishing as authorized and regulated by the Florida Fish and Wildlife Conservation Commission is allowed on District Lands except where specifically restricted by signs. The Florida Fish and Wildlife Conservation Commission requires any person engaging in recreational fishing to have appropriate fishing licenses in their possession, unless exempted by the Commission.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.131 Commercial Fishing.**

Commercial fishing is prohibited on all District Lands unless authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.140 Hiking.**

Hiking is allowed on District Lands except where specifically restricted by signs. For the purposes of this subsection, hiking shall include jogging, wildlife watching, or any other activity where travel is by foot only.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.150 Equine Activities.**

(1) Equestrian activities are allowed on District Lands where identified by posted signage on trails, areas, roads, or equestrian campgrounds.

(2) Persons using equine animals on District lands must have proof of a negative Coggins test for Equine Infectious Anemia in their possession at all times.

(3) Equestrian activities are prohibited in wetlands, except in areas identified in subsection (1).

(4) The use of a horse cart as defined by subsection 40D-9.021(11), F.A.C., must be authorized by the District and is allowed only on designated District lands as identified by posted signage on trails, areas, roads, or equestrian campgrounds..

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.160 Bicycling.**

Bicycling is allowed only on District Lands designated for this purpose.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.170 Hunting.**

Hunting is allowed on District Lands designated by the District. The Florida Fish and Wildlife Conservation Commission

## EXHIBIT D

(Commission) regulates and manages recreational hunting on District Lands by agreement with the District and pursuant to the Florida Statutes and the Commission's own rules. On District Lands not designated as a Wildlife Management Area, the District allows hunting by permit where hunting is part of the site-specific management plan developed or authorized by the District. The District shall issue permits or Special Use Authorizations for hunts on District Lands and shall limit the number of permits based upon the conservation management goals and objectives contained within the specific management plan for the property. Any person engaging in hunting on District Lands during such authorized hunts must have in their possession a valid hunting license for game animals and a District permit or Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 7-6-10, 6-23-21.*

### **40D-9.171 Trapping.**

Trapping on District Lands is prohibited except by Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.180 Swimming.**

Swimming is allowed on District Lands only in designated areas unless authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.181 Underwater Diving.**

Scuba diving, or the use of underwater breathing apparatus of a similar nature, is prohibited on District Lands unless authorized by a Special Use Authorization. A person issued a Special Use Authorization to perform a dive from District Lands shall submit a report informing the District of any scientific or archaeological evidence discovered during the dive within 30 days after completing the dive. To receive a Special Use Authorization for diving, the applicant must satisfy the requirements contained in Rule 40D-9.330, F.A.C., and must provide reasonable assurances that:

- (1) The dive is for a scientific or resource investigation purpose; and
- (2) The person performing the dive is certified for the type of dive to be performed.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.182 Swings, Diving, and Jumping.**

The installation or use of swings, rope swings, platforms or stairs in trees is prohibited, unless otherwise authorized by Florida law. Diving or jumping from trees, banks, structures or bridges on District Lands into any body of water is prohibited.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 6-23-21.*

### **40D-9.190 Dogs, Cats, or Other Animals.**

Dogs and equine animals are allowed on District Lands only in designated areas. Dogs must be leashed or caged at all times unless they are authorized as part of an approved hunting program or authorized by a Special Use Authorization. Other types of domesticated animals, such as cats, are prohibited on District Lands. Dog waste must be removed by owner.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.191 Plant or Animal Removal, Destruction, or Harassment.**

Removing, destroying, or harassing animals or plants, including the felling of dead trees, from or on District Lands is prohibited except for research efforts, hunting and fishing activities authorized by permit or Special Use Authorization, or District initiated removals associated with restoration, control of exotic or nuisance species, silvicultural timber harvests or other land management activities.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.059 FS. History—New 7-20-04, Amended 6-23-21.*

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

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The introduction or release of any plant or animal on District Lands is prohibited unless done pursuant to a District initiated or authorized land management or restoration activity.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.200 Historic Resources Removal, Alteration, or Destruction.**

Removal, alteration or destruction of historic resources is prohibited on District Lands unless authorized by a Special Use Authorization. The District shall consult the Florida Department of State, Division of Historical Resources, prior to authorizing the removal, alteration or destruction of historic resources on District Lands. Any person discovering historic resources on District Lands shall notify the District of such discovery within 24 hours.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.210 Disposal or Discharge of Waste.**

The disposal or discharge of any waste outside of designated waste collection facilities is prohibited on District Lands. The disposal of oil, gasoline or other hazardous substances is prohibited on District Lands.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.220 Destruction, Removal, or Alteration of District-Owned Facilities or Equipment.**

The destruction, removal or alteration of any District-owned facilities, vehicles or other equipment is prohibited on District Lands. District-owned facilities and equipment include but are not limited to water control structures, scientific study plots, photo points, transect lines, survey markers, public buildings, towers, recorders, gauges, signs, gates, fences, monuments, monitoring wells, and associated equipment.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.230 Potentially Dangerous Equipment.**

The possession or use of potentially dangerous equipment on District Lands, as set forth below, is prohibited except:

- (1) For hunting purposes during specifically authorized hunts;
- (2) For District initiated land management activities;
- (3) As authorized by a Special Use Authorization.

Potentially dangerous equipment includes blow guns, crossbows, spear guns, or other devices capable of mechanically propelling an arrow, spear, or similar projectile. The use of paintball guns, paintball markers, and paintball equipment on District Lands is prohibited. Paintball equipment includes, but is not limited to: paint balls, paint gun refillable gas tanks, paint gun propellant canisters, and targets.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 7-15-12.*

### **40D-9.231 Fireworks and Explosives.**

The possession or discharge of any fireworks or explosives on District Lands is prohibited unless authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.240 Posting or Distributing Bills.**

Distributing any handbills or circulars or posting, placing, or erecting any bills, notices, papers, signs or advertising devices or informational matter of any kind, excluding District or managing agency notices, is prohibited on all District Lands unless authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

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

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

## EXHIBIT D

camping areas or day use areas, or fires authorized by a Special Use Authorization.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.260 Camping.**

- (1) Camping is allowed on District Lands at designated sites by permit or Special Use Authorization only.
- (2) Camping using a motorized vehicle is allowed on District Lands only in camping sites designated for this purpose. The use of a motorized vehicle is subject to Rule 40D-9.270, F.A.C.
- (3) The District shall grant a permit for camping on District Lands subject to the following conditions:
  - (a) Camping permits are issued on a first come-first served basis to those registered on the District's website. Reservations must be made no later than 24 hours prior to the start of the camping permit. The number of camping permits issued per site is limited to the capacity of the site.
  - (b) Campers may arrive no earlier than 3 p.m. on the first day of the camping permit and must depart no later than 11 a.m. on the final day of the camping permit.
  - (c) Overnight camping or the presence of camping equipment is limited to no more than seven (7) consecutive days, and thirty (30) total days per year on District lands where camping is authorized, unless authorized by Special Use Authorization.
  - (d) Permittees can hold no more than two (2) active camping permits within the reservation system at any given time.
  - (e) Camping is allowed outside of areas designated for camping only by Special Use Authorization.
  - (f) No person shall install, erect, or maintain any unauthorized camp, building, structure, shelter, residence or sign.
  - (g) Between the hours of 10:00 p.m. and 7:00 a.m., music, barking dogs, or any other activities causing excessive noise are prohibited in camping areas. Generator use is only allowed in camping areas on District Lands from 7:00 a.m. to 10:00 p.m., unless authorized by Special Use Authorization. Generators are not to be left running unattended at any time.
  - (h) Within camping areas, animals permitted include equine animals and dogs on District lands where allowed. Animals must be leashed or tethered at all times while on District lands. Dogs must remain on a 6ft leash at all times.
  - (i) Campers are limited to two dogs per camping reservation.
  - (j) Within camping areas, pet waste must be disposed of in waste bins, if provided, or removed by the owner. Equine animal manure within camping areas must be removed by owner/handler, or broken up and spread on site.
  - (k) Changing the registered name of a group or individual, or if the same individuals or the similar persons in a family group or camping rig make multiple advanced reservations, through any means, including the use of multiple user profiles, to circumvent the 7-day maximum or 30 day total annual length of stay is prohibited.
- (4) Camping on District Lands, whether authorized by permit or Special Use Authorization, does not create a tenancy or any other interest in land.
- (5) The District may revoke a camping permit if the permittee fails to comply with the rules in Chapter 40D-9, F.A.C., or any provision of a camping permit.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.270 Use of Motorized Vehicles, Recreational Vehicles, Boats, and Aircraft.**

- (1) Motorized vehicles that are licensed for Florida highway use are allowed on District Lands in designated areas. Use of all-terrain, off-road, or other motorized vehicles not licensed for Florida highway use is prohibited on District Lands except by a Special Use Authorization for access by mobility impaired persons, research studies, or data collection.
- (2) Motorized vehicles licensed for Florida highway use shall be operated by licensed drivers only on roads designated as open for motorized vehicles.
- (3) Motorized vehicles shall not exceed posted speed limits. If no speed limit is posted, the speed limit shall be 20 miles per hour.
- (4) For purposes of this section, the term "boating" includes both motorized and non-motorized boats.
- (5) Boating is allowed on all District-owned waterways (canals, impoundments, etc.) subject to the following:
  - (a) Boats traveling within 500 feet of any District structure or levee shall not exceed idle speed unless otherwise indicated by signs.
  - (b) Boats shall not be operated in a manner which would damage plants, animals or other environmental resources.
  - (c) Boat use shall be limited to areas posted as open for boats.



## EXHIBIT D

(d) The District shall limit boating by engine horsepower, speed, or vessel type as necessary for public safety, resource protection, or protection of District facilities or equipment, and these limitations shall be specific to each water body. Areas closed to boating and boating limitations shall be designated by signs.

(e) The mooring of any boat on any District Lands for more than 24 continuous hours is prohibited, unless otherwise posted. The mooring of any boat on any District Lands for less than 24 continuous hours is authorized, unless otherwise posted.

(f) No person shall operate an airboat or vessel beyond posted signage or on upland areas.

(5) Boats on trailers shall only be launched in designated areas.

(6) Parking a motor vehicle or trailer in an unauthorized location or in a manner blocking roads, gates, firelines, monitoring wells, or water control structures is prohibited. Parking of commercial vehicles and trailers is prohibited unless authorized by Special Use Authorization.

(7) Taking off or landing aircraft on District Lands is prohibited unless authorized by a Special Use Authorization.

(8) Unmanned aerial vehicles, including recreational drones, are prohibited from taking off or landing on District Lands unless authorized by the District.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

### **40D-9.280 Unauthorized Facilities or Structures.**

(1) Constructing, erecting or maintaining any facility or any other structure of a permanent or semi-permanent nature on District Lands is prohibited unless authorized by a Special Use Authorization.

(2) Any unauthorized facility or structure discovered on District Lands shall be removed according to the following procedure:

(a) Upon discovery of the unauthorized facility or structure, District staff will post a notice on such facility or structure, for a period of 30 days, informing the owner that such facility or structure is not authorized on District Lands and that the owner must remove such facility or structure.

(b) The owner of an unauthorized facility or structure must remove such facility or structure within 30 days after the posting of the District notice.

(c) If the owner of the unauthorized facility or structure fails to remove such facility or structure within 30 days after posting of the District notice, the District will remove such facility or structure from District Lands or claim such facility or structure as District property. The District may seek reimbursement of costs for removal of any unauthorized facility or structure from the owner of such facility or structure.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04.*

### **40D-9.290 Use or Possession of Alcoholic Beverages on District Lands Prohibited.**

The use or possession of alcoholic beverages on District Land is prohibited, except as authorized herein.

(1) The possession, sale, and use of alcoholic beverages may be allowed on District Land that is cooperatively managed by another agency or local government when that agency or local government has adopted a rule or ordinance that allows the sale and use of alcoholic beverages in parks or facilities owned or managed by the agency or local government and makes such a request in writing.

(2) The rule or ordinance must, at a minimum, require \$1,000,000 liquor liability insurance, and the agency or local government must agree in writing to indemnify and hold the District harmless from any claims of liability resulting from events authorized by the agency or local government pursuant to its rule or ordinance at which alcoholic beverages are sold or used on District Land.

(3) If the conditions of subsections (1) and (2) are not met, the District shall deny a request by an agency or local government to allow the possession, sale, or use of alcoholic beverages on District Land.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 9-11-11, 6-23-21.*

### **40D-9.300 Trespass After Notice.**

*Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.*

## EXHIBIT D

### 40D-9.310 Penalties.

*Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Repealed by Section 3, Chapter 2012-31, Laws of Florida, 5-27-12.*

### 40D-9.311 Penalties.

(1) Any person who violates any provision of this chapter is subject to ejection from the premises and may be subject to criminal prosecution.

(2) Any person who is ejected more than once from District Lands may be barred from applying for any permit or Special Use Authorization contemplated by this chapter for a period of up to five years.

(3) The penalties identified in these rules do not supersede other remedies available to the District at law and/or in equity.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 6-23-21.*

### 40D-9.320 Conflicting Rules.

If an agency or local government has entered into a cooperative land management agreement with the District regarding specific District Lands, the District's Land Use Rules shall apply if in conflict with the rules of the agency or local government unless the cooperative land management agreement addresses a specific land use, then the terms of the cooperative land management agreement shall apply.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 9-11-11.*

### 40D-9.330 Special Use Authorization.

(1) A person or entity must obtain a Special Use Authorization to use District Lands for activities not specifically authorized by this chapter.

(2) For recreational activities specifically authorized by this chapter involving 25 or more participants, a Special Use Authorization must be obtained on behalf of the group.

(3) To receive a Special Use Authorization the applicant must provide reasonable assurance in writing that:

(a) The requested use is natural resource-based,

(b) The requested use will not permanently alter District Lands or involve the placing of any structure or facility on District Lands,

(c) The requested use is consistent with the management plan for the District Lands involved,

(d) The requested use will not harm the environmental or historical resources of the District Lands,

(e) The requested use will not cause unreasonable expense to the District,

(f) The requested use will not create a substantial risk of liability to the District,

(g) The requested use will not harm any dam, impoundment, works, water control structures, roads, or District-owned facilities or equipment,

(h) The requested use will not interfere with District water management, leased, licensed, or authorized uses of the land, and

(i) The requested use will not interfere with any other use allowed by the rules in this chapter.

(4) The District shall impose upon any Special Use Authorization issued pursuant to this chapter such reasonable conditions as are necessary to assure that the use or activity authorized will meet the criteria set forth in this chapter.

(5) Any person must apply for a Special Use Authorization according to the following procedure:

(a) Submit request by email to:

Land@swfwmd.state.fl.us, or by mail to:

Southwest Florida Water Management District

Operations and Land Management Bureau

2379 Broad Street

Brooksville, FL 34604-6899

(b) If the requested use will create a substantial risk of liability to the District, the District may require the applicant to mitigate substantial risk of liability by:

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



## EXHIBIT D

sufficient to cover the cost of the liability which is posed to the District, or

2. Providing waivers or releases of liability sufficient to eliminate the liability posed to the District.

(6) Any person receiving a Special Use Authorization from the District must have the Special Use Authorization in their possession at all times while on District Lands.

(7) Special Use Authorizations shall be subject to terms, conditions, and restrictions as may be prescribed therein. Failure to abide by all terms and conditions shall be a violation of the authorization and this chapter.

(8) The District shall revoke a Special Use Authorization if the grantee violates the authorization or engages in a use not specifically authorized.

(9) A Special Use Authorization does not eliminate the necessity to obtain any required federal, state, or local approval or permit prior to the start of any authorized use.

*Rulemaking Authority 373.044, 373.113, 373.1391(6) FS. Law Implemented 373.1391, 373.59 FS. History—New 7-20-04, Amended 6-23-21.*

COPY

CONSERVATION LANDS  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

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

[illegible]

**Verified**

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

**Exhibit 2 - Residence**  
**Lake Hancock Resident Security Lease**  
**SWF Parcel No. 20-503-260X**



Southwest Florida Water Management District

**Southwest Florida**  
*Water Management District*

**Legend**

— Lease Area

0 30 60 120 Feet

Land Resources  
 March 24, 2022  
 Aerial Date - 2020



**CONSENT AGENDA**

**July 26, 2022**

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

This is a modification of an existing permit for public supply use for a regional wellfield. The authorized quantities have changed from those previously permitted. This permit authorizes an annual average quantity increase from 24,100,000 gallons per day (gpd) to 24,950,000 gpd and the peak month quantity of 33,000,000 gpd remains unchanged. The additional quantities are needed to respond to the higher than anticipated growth rate in southern Hillsborough County. The increase in the annual average quantity is a temporary increase until approximately 2028 when the new regional pipeline for south Hillsborough County is in service. The authorized annual average quantity will revert to 24,100,000 gpd upon completion of the pipeline. The authorized quantities are a component of the Tampa Bay Water regional system needed to meet the south Hillsborough County public supply demand. The quantities are based on demand projections which were calculated from population projections, historical pumpage data, and documented per capita water use rates. Review of application documents including groundwater modeling supports that there will be no impacts associated with the quantity increase.

**Staff Recommendation:**

Approve the proposed permit attached as an exhibit.

**Presenter:**

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE PERMIT  
Individual  
PERMIT NO. 20 004352.009**

**PERMIT ISSUE DATE:** July 26, 2022

**EXPIRATION DATE:** June 26, 2040

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

**TYPE OF APPLICATION:** Modification

**GRANTED TO:** Tampa Bay Water/Attn: Erin Hayes  
2575 Enterprise Rd.  
Clearwater, FL 33763

**PROJECT NAME:** South Central Hillsborough Regional Wellfield

**WATER USE CAUTION AREA(S):** Dover Plant City WUCA, SOUTHERN WATER USE CAUTION AREA

**COUNTY:** Hillsborough

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

ANNUAL AVERAGE	24,950,000 gpd
PEAK MONTH <sup>1</sup>	33,000,000 gpd

1. Peak Month: Average daily use during the highest water use month.

**ABSTRACT:**

This is a modification of an existing permit for public supply use for a regional wellfield. The authorized quantities have changed from those previously permitted. This permit authorizes an annual average quantity increase from 24,100,000 gallons per day (gpd) to 24,950,000 gpd and the peak month quantity of 33,000,000 gpd remains unchanged. The change in annual average is due to the temporary increase until the new regional pipeline for south Hillsborough County is in service. The annual average increase will terminate upon completion of the pipeline. The authorized quantities are a component of the Tampa Bay Water regional system needed to meet the south-central Hillsborough County public supply demand. The quantities are based on demand projections which were calculated from population projections, historical pumpage data, and documented per capita water use rates.

Special conditions include those that require the Permittee to maintain flow meters on all withdrawal points, report monthly meter readings; monitor and report water quality, aquifer water levels, streamflow, and rainfall, cap withdrawal points not in use, reduce pumping to the maximum degree possible during freeze events, investigate withdrawal related complaints, and submit annual wellfield reports.

**WATER USE TABLE (in gpd)**

<b><u>USE</u></b>	<b><u>ANNUAL AVERAGE</u></b>	<b><u>PEAK MONTH</u></b>
Public Supply	24,950,000	33,000,000

**USE TYPE**

Regional Public Supply  
System

**PUBLIC SUPPLY:**

Population Served:

Per Capita Rate:

**WITHDRAWAL POINT QUANTITY TABLE**

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

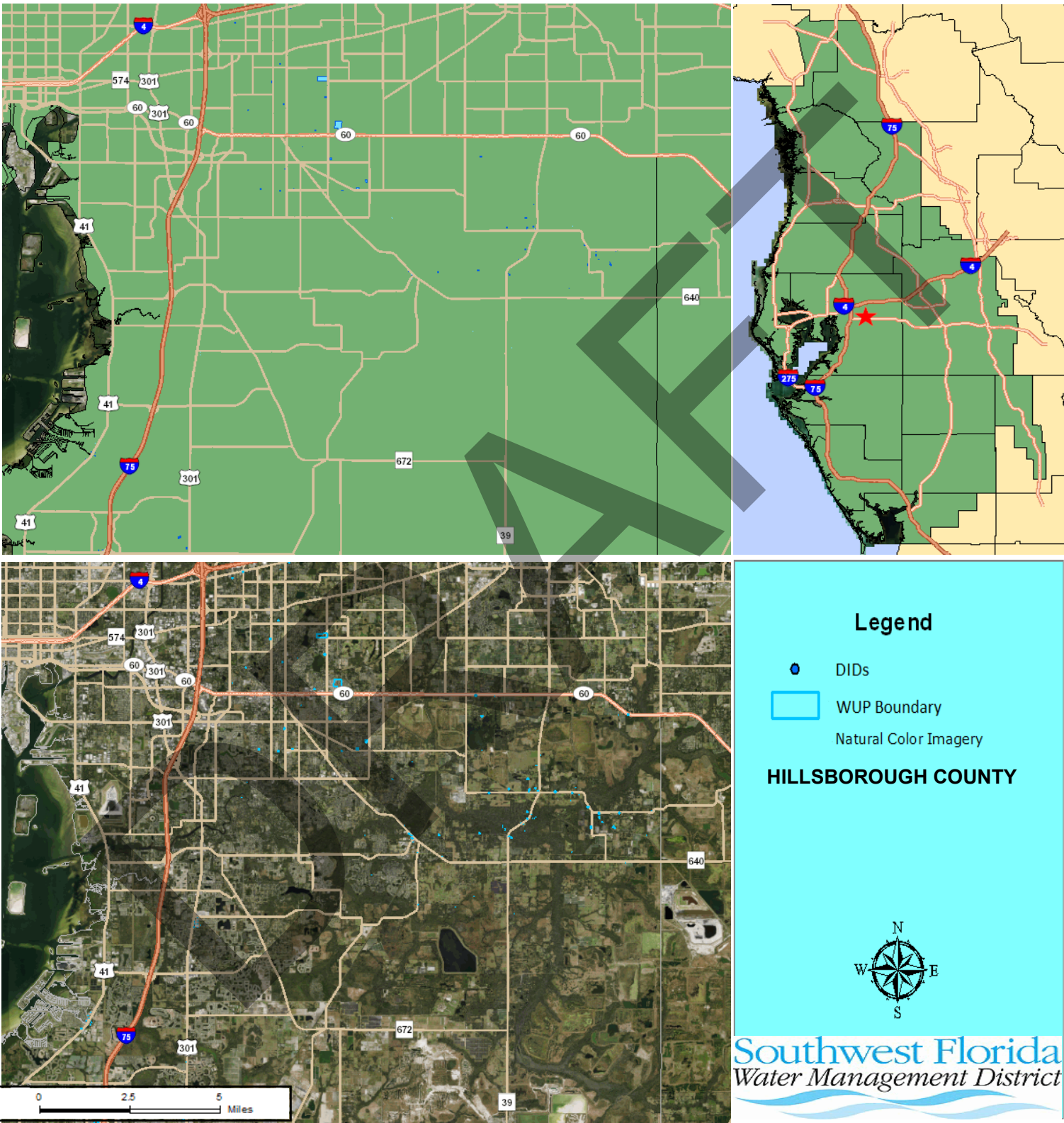
<b><u>I.D. NO.</u></b> <b><u>PERMITTEE/</u></b> <b><u>DISTRICT</u></b>	<b><u>DIAM</u></b> <b><u>(in.)</u></b>	<b><u>DEPTH</u></b> <b><u>TTL./CSD.FT.</u></b> <b><u>(feet bls)</u></b>	<b><u>USE DESCRIPTION</u></b>	<b><u>AVERAGE</u></b> <b><u>(gpd)</u></b>	<b><u>PEAK</u></b> <b><u>MONTH</u></b> <b><u>(gpd)</u></b>
SC-1 / 76	20	923 / 212	Public Supply	1,449,400	1,940,000
SC-2 / 77	20	910 / 200	Public Supply	1,449,400	1,940,000
SC-3 / 78	20	910 / 200	Public Supply	1,470,100	1,940,000
SC-4 / 79	20	918 / 211	Public Supply	1,470,100	1,940,000
SC-5 / 80	20	930 / 230	Public Supply	1,470,100	1,940,000
SC-6 / 81	20	930 / 210	Public Supply	1,470,100	1,940,000
SC-7 / 82	20	910 / 200	Public Supply	1,470,100	1,950,000
SC-8 / 83	20	560 / 200	Public Supply	1,470,100	1,940,000
SC-9 / 84	20	917 / 240	Public Supply	1,470,100	1,940,000
SC-10 / 85	20	920 / 200	Public Supply	1,470,100	1,940,000
SC-11 / 86	20	860 / 202	Public Supply	1,470,100	1,940,000
SC-12 / 87	20	905 / 210	Public Supply	1,470,100	1,940,000
SC-13 / 88	20	870 / 200	Public Supply	1,470,100	1,950,000
SC-14 / 89	20	905 / 212	Public Supply	1,470,100	1,940,000
SC-15 / 90	20	877 / 215	Public Supply	1,470,000	1,940,000
SC-16 / 91	20	910 / 240	Public Supply	1,470,000	1,940,000
SC-17 / 92	20	903 / 230	Public Supply	1,470,000	1,940,000

**WITHDRAWAL POINT LOCATION TABLE**

<b><u>DISTRICT I.D. NO.</u></b>	<b><u>LATITUDE/LONGITUDE</u></b>
76	27° 51' 46.04"/82° 12' 07.54"
77	27° 51' 51.90"/82° 11' 11.34"
78	27° 51' 54.63"/82° 09' 44.75"
79	27° 51' 47.57"/82° 08' 36.47"
80	27° 52' 14.23"/82° 08' 17.01"
81	27° 52' 21.98"/82° 08' 03.50"
82	27° 53' 16.41"/82° 07' 59.01"
83	27° 53' 18.07"/82° 08' 43.09"
84	27° 53' 36.81"/82° 08' 01.51"
85	27° 54' 03.39"/82° 07' 44.55"
86	27° 53' 13.24"/82° 07' 03.63"
87	27° 53' 11.03"/82° 06' 27.32"
88	27° 52' 44.39"/82° 05' 53.44"
89	27° 52' 06.89"/82° 05' 46.64"
90	27° 52' 31.99"/82° 05' 29.36"
91	27° 52' 33.63"/82° 04' 45.79"
92	27° 52' 07.18"/82° 05' 00.14"



Location Map  
Tampa Bay Water/Attn: Erin Hayes  
WUP No. 20 004352.009





**STANDARD CONDITIONS:**

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

**SPECIAL CONDITIONS:**

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center ([www.swfwmd.state.fl.us/permits/epermitting/](http://www.swfwmd.state.fl.us/permits/epermitting/)) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the 15th day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

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

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

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

2. The annual average daily, peak month, and crop protection/maximum, if applicable, quantities for District ID Nos. 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, and 92; Permittee ID Nos. SC-1, SC-2, SC-3, SC-4, SC-5, SC-6, SC-7, SC-8, SC-9, SC-10, SC-11, SC-12, SC-13, SC-14, SC-15, SC-16, and SC-17 shown in the withdrawal point quantity table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary up to 2,250,000 gpd on an annual average basis, up to 3,000,000 gpd on a peak month average basis, and up to 4,000,000 gallons on a single day basis for the individual wells, so long as adverse environmental impacts do not result and the Permittee complies with all other conditions of this Permit. In all cases, the total annual average daily withdrawal, the total peak month daily withdrawal, and the total crop protection withdrawal are limited to the quantities set forth above.  
(221)
3. The Permittee shall maintain a continuous recording rain gauge at District ID No. 91, Permittee ID No. SC-16. Total daily rainfall shall be recorded at this station in inches to one-hundredth of an inch and submitted to the District online or on District forms on or before the fifteenth day of the following month. The reporting period for these data shall begin on the first day of each month and end on the last day of each month.  
(255)
4. The Permittee shall submit an Annual Wellfield Report that is a comprehensive but concise assessment of the water resources of the wellfield area based on the subject areas listed below. This report shall concisely summarize the elements listed below, with emphasis on the interactions between these elements, where appropriate. Data sources shall be referenced, but no raw data shall be included in the report. Only essential text, graphs, and tables should be included in the report. Reports shall be submitted to the Water Use Permit Bureau, by July 01 of each year. Any color part of the report that is scanned shall be scanned in color. The report shall cover all activities and conditions pertaining to the wellfield and service area for the preceding water year (October 1 to September 30). The specific

elements of this report are listed below:

### **Hydrologic Analyses**

Statistical trend analysis, such as double-mass curve analysis, multiple linear regression, time series analysis, and factor analysis shall be performed for the annual reporting period and the period of record as necessary to analyze the interactions of rainfall and pumpage on changes in the potentiometric surface within and adjacent to the wellfield, water quality, water levels, wetlands, or stream flow. A brief summary of any recommended changes to the monitoring requirements shall be provided noting that some changes may necessitate a modification of the permit.

### **Wellfield Operation**

A brief overview of wellfield operations including withdrawal point rotation within the wellfield for the previous 12 months shall include discussion of wells used most often, and wells used less often, and why their routine use was altered, future changes or modifications to the wellfield rotation plan due to the yield from the various wells, future annexation sites, potential future production well sites, etc. Any proposed production or monitor wells that were completed, wells retired and their current status, or wells converted from other uses to public supply use since the last Annual Wellfield Report will be noted.

### **Water Quality Monitoring**

Water quality sampling collected as a condition of this permit shall be analyzed and summarized into graphs and statistical analysis for the annual reporting period and related to the historical water quality sampling results as well as to pumpage. The report shall delineate areas of concern with respect to water quality degradation, horizontal or vertical movement in the fresh water/saltwater interface, or other trends which have occurred. Changes in water quality specifically in the Intermediate and upper Floridan aquifers shall be discussed.

### **Water Level Monitoring**

Water levels collected as a condition of this permit shall be analyzed, summarized into graphs and statistical analysis for the annual reporting period, and related to pumpage as well as to historic water levels. The report should delineate any areas of concern with respect to water levels within the aquifers monitored, changes in sampling locations, number of wells included in the program, etc., or any other information which may be deemed appropriate in order to protect the resource.

### **Capital Improvement Program Status**

A summary of completed water supply system improvements and status updates of pipelines to provide regional water to the south Hillsborough County area shall be provided. In addition, an update to any documented system weaknesses or anticipated system improvements shall be described.

### **Investigation of Complaints**

A summary of the investigations of withdrawal-related complaints and mitigation activities related to the impacts shall be provided. This summary shall include:

1. Number and type of complaints,
2. Number and type of mitigation activities,
3. Number and type of complaints which did not require mitigation activity,
4. Total cost of all mitigation activity, and
5. Delineation of areas of concern with respect to legal existing use with respect to any water availability or water quality trends identified.

(524)

5. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
6. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
7. The following withdrawal facilities shall continue to be maintained and operated with existing,

non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID Nos. 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, and 92, Permittee ID Nos. SC-1, SC-2, SC-3, SC-4, SC-5, SC-6, SC-7, SC-8, SC-9, SC-10, SC-11, SC-12, SC-13, SC-14, SC-15, SC-16, and SC-17. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.

(719)

8. Water quality samples from the monitor sites listed below shall be collected and analyzed for the following constituents at the specified locations:

Production wells: chloride, sulfate, fluoride, conductivity, pH, and sodium.

Monitoring wells and surface water sites: chloride, sulfate, fluoride, conductivity, total dissolved solids, pH, and sodium.

Samples shall be collected on a quarterly basis at the specified depth (if applicable). The quarterly sampling months are March, June, September, and December. Water quality samples shall be collected prior to the last day of the month specified. Water quality sampling may occur prior to the specified date but a minimum of 31 days must separate consecutive sampling events. Changes and adjustments to the monitoring requirements may be made as necessary to provide continued or more effective monitoring upon written approval by the Water Use Permit Bureau Chief and without modification of the permit. For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part to this permit.

Production Wells

District ID No. 76/Permittee ID No. SC-1  
District ID No. 77/Permittee ID No. SC-2  
District ID No. 78/Permittee ID No. SC-3  
District ID No. 79/Permittee ID No. SC-4  
District ID No. 80/Permittee ID No. SC-5  
District ID No. 81/Permittee ID No. SC-6  
District ID No. 82/Permittee ID No. SC-7  
District ID No. 83/Permittee ID No. SC-8  
District ID No. 84/Permittee ID No. SC-9  
District ID No. 85/Permittee ID No. SC-10  
District ID No. 86/Permittee ID No. SC-11  
District ID No. 87/Permittee ID No. SC-12  
District ID No. 88/Permittee ID No. SC-13  
District ID No. 89/Permittee ID No. SC-14  
District ID No. 90/Permittee ID No. SC-15  
District ID No. 91/Permittee ID No. SC-16  
District ID No. 92/Permittee ID No. SC-17

Floridan Aquifer Monitor Wells

District ID No. 182/Permittee ID No. GG-D (L) at a depth of 850 feet.  
District ID No. 183/Permittee ID No. SCHM-10 at a depth of 850 feet.  
District ID No. 184/Permittee ID No. SCHM-11 at a depth of 850 feet.

Intermediate Aquifer Monitor Wells

District ID No. 126/Permittee ID No. SCH-1I at a depth of 120 feet.  
District ID No. 130/Permittee ID No. SCH-4IA at a depth of 120 feet.  
District ID No. 135/Permittee ID No. GG-I at a depth of 120 feet.  
District ID No. 139/Permittee ID No. SCH-7UIA at a depth of 120 feet.  
District ID No. 145/Permittee ID No. SCH-15UIA at a depth of 120 feet.

Surficial Aquifer Monitor Wells

District ID No. 127/Permittee ID No. SCH-1S at a depth of 16 feet.  
District ID No. 132/Permittee ID No. SCH-4SA1 at a depth of 15 feet.

Surface Water Monitor Sites

District ID No. 109/Permittee ID No. NPRONG (North Prong – Alafia River new Keysville)  
 District ID No. 110/Permittee ID No. SPRONG (South Prong – Alafia River near Jameson Road)  
 District ID No. 111/Permittee ID No. AR39 (Alafia River at CR39/Alderman)  
 District ID No. 112/Permittee ID No. LS (Lithia Springs, Major)  
 (750)

9. The Permittee shall continue to maintain the monitor well(s) or piezometer(s) listed below, monitor water levels using a calibrated electronic device (pressure transducer or equivalent) and report them to the District at the frequency listed for the interval, aquifer system, or geologic formation listed. Water levels shall be recorded relative to National Geodetic Vertical Datum 1929. The readings shall be reported online via the WUP Portal at the District website ([www.watermatters.org](http://www.watermatters.org)) or mailed in hardcopy on District-provided forms to the Water Use Permit Bureau on or before the 15th day of the following month. Changes and adjustments to the monitoring requirements may be made as necessary to provide continued or more effective monitoring upon written approval by the Water Use Permit Bureau Chief and without modification of the permit. The Permittee shall have the elevation of the measuring point on each well listed surveyed to the specified datum, and a copy of the certified survey report for the wells listed shall be included with the first data submittal.

Existing District ID Nos. 96, 125, 128, 134, 137, 143, 149, 150, 153, 156, 159, 162, 165, and 168/Permittee ID Nos. SCH-2D, SCH-1D, SCH-4D, GG-D, SCHM-11, SCHM-10, SCHM-1D, SCHM-2D, SCHM-3D, SCHM-4D, SCHM-5D, SCHM-6D, SCHM-7D, and SCHM-8D, to monitor the upper Floridan aquifer on a continuous basis.

Existing District ID Nos. 126, 130, 135, 139, 145, 151, 154, 157, 160, 163, 166, 169, 172, and 181/Permittee ID Nos. SCH-1I, SCH-4IA, GG-I, SCH-7UIA, SCH-15UIA, SCHM-2IA, SCHM-3IA, SCHM-4IA, SCHM-5IA, SCHM-6IA, SCHM-7IA, SCHM-8IA, SCHM-9IA, and LITHIA 4", to monitor the Intermediate aquifer on a continuous basis.

Existing District ID Nos. 127, 132, 152, 158, 161, 164, 167, 177, 178, 185, and 186/Permittee ID Nos. SCH-1S, SCH-4SA1, SCHM-2SA, SCHM-4SA, SCHM-5SA, SCHM-6SA, SCHM-7SA, SCHM-11SA, SCHM-10SA, SCHM-3SAR, and SCHM-8S, to monitor the surficial aquifer on a continuous basis.  
 (756)

10. The Permittee shall continue to utilize provisional data from USGS or best available, and report measurements of streamflow (in cubic feet per second), for the monitoring sites listed below at the frequency specified. Streamflow data shall be recorded and reported to the Permit Data Section, Regulation Performance Management Department in a form acceptable to the District by the 15th day of the following month. The frequency of recording may be modified by the District, as necessary to ensure the protection of the resource.

District ID No. 108/Permittee ID No. AR-L (Alafia River at State Road 640 near Lithia Springs) on a continuous basis.

District ID No. 109/Permittee ID No. NPRONG (North Prong – Alafia River new Keysville) on a continuous basis.

District ID No. 110/Permittee ID No. SPRONG (South Prong – Alafia River near Jameson Road) on a continuous basis.

District ID No. 112/Permittee ID No. LS (Lithia Springs, Major) on a weekly basis.  
 (990)

11. Should flows from Lithia Springs be reduced to such a degree that The Mosaic Company's (Mosaic) withdrawals from Lithia Springs are adversely impaired, and Mosaic requests that the Permittee provide Mosaic water through the permanent mitigation interconnect (i.e. existing intertie with Mosaic), the Permittee shall immediately provide this water to Mosaic, up to the quantity permitted for withdrawal from Lithia Springs by Mosaic. This condition applies to the circumstance where the actual flow from Lithia Springs is insufficient to meet Mosaic's need, up to the limit of their water use permit, but shall not apply to the circumstance where Mosaic must reduce their withdrawals from Lithia Springs when the flow in the Alafia River is below the Minimum Flow as designated in Chapter 40D-8, F.A.C. Such mitigation water shall continue to be provided until a written notice indicating otherwise is received from the Regulation Department Director. Within 72 hours of such a request from Mosaic, the Permittee shall contact the Regulation Department Director by telephone to inform the District of the circumstances of such an event, and all actions the Permittee is undertaking to address the problem.

Within 30 days of such a request from Mosaic, the Permittee shall provide for the approval of the Regulation Department Director, a written report regarding the facts related to the reduction in flows from Lithia Springs, any correspondence or telephone conversation records regarding this issue with Mosaic, a description of all associated mitigative actions being undertaken by the Permittee, and the Permittee's analyses of the cause of reduced flows in Lithia Springs (using all data available up to and until the time of such a request for water from Mosaic). The report shall also include the Permittee's proposed future actions to mitigate for the effects of any such reductions in Lithia Springs flows on Mosaic's existing legal user withdrawals, as well as any adverse environmental effects due to such reductions in spring flow. Any request for an extension of time to provide this report shall be provided in writing for the approval of the Regulation Department Director, prior to the 30-day deadline. (991)

12. Tampa Bay Water shall minimize withdrawals authorized pursuant to this permit to the greatest extent practicable when a frost/freeze event is imminent. This effort shall consider modifying the production schedules of the Permittee's other water supply sources, subject to all regulatory requirements applicable to those sources, in order to meet water supply demands authorized to be met through this permit. This effort shall be undertaken upon written notice from the District to the Permittee that a frost/freeze event is imminent. Technical, environmental, economic, and system reliability factors will be considered by the Permittee in determining the extent to which withdrawals authorized pursuant to this permit can and will be reduced. During the time period of a regional frost/freeze event, the Permittee's complaint investigation and mitigation obligations, as defined by Special Condition No. 13 of this permit, shall be held in abeyance. This time period shall begin upon the above written notice from the District and shall end on the fourth calendar day following the last day of near-freezing temperatures in the Dover/Plant City area. All complaints received by the Permittee during this time period within or in proximity to the Mitigation Area as defined by Special Condition No. 13 and Exhibit C of this permit, shall be referred to the District for assignment to the responsible Permittee(s). (992)

13. The Permittee shall expeditiously investigate complaints concerning adverse impacts and shall mitigate such adverse impacts in accordance with the following procedures:

A. IMPACTS TO WATER WITHDRAWALS

With respect to complaints regarding an impact to a well or surface water withdrawal, the following requirements apply:

I. The Mitigation Area is defined, at a minimum, as the area specified in Exhibit C. At the time of permit issuance, the Mitigation Area, within which mitigation of water withdrawal complaints is required for certain facilities, is delineated in Exhibit C of this permit. If the withdrawal quantities are reduced from the South-Central Hillsborough Regional Wellfield or the Permittee's Good Neighbor Policy is amended, the Mitigation Area may be subsequently altered following District approval of a revised Mitigation Area meeting the above criteria, as submitted by the Permittee.

II. Within 24 hours of complaint receipt by the Permittee, the Permittee shall make every reasonable effort to commence a preliminary investigation and determine whether the Permittee's withdrawals may have caused the problem. The preliminary investigation shall include contacting the complainant to determine the location of the complainant's impacted withdrawal relative to the Mitigation Area. If the complainant is within the Mitigation Area, the Permittee shall then determine the nature of the problem (e.g. loss of water, loss of pressure, water quality, etc.), the uses for the withdrawals, and the date the complainant's withdrawal was initiated.

III. If this preliminary assessment indicates that the Permittee may be responsible for a water supply impact which represents a public health and safety problem, the Permittee shall, within 48 hours of complaint receipt, make available to the complainant any water necessary for health and safety purposes, such as drinking water.

IV. The Permittee is currently investigating domestic wells pursuant to Ch. 49B-3.005, F.A.C., and shall continue mitigating domestic wells during the term of this permit pursuant to this rule, as amended by the Permittee from time to time. However, in no case shall the Permittee's well mitigation be less stringent than as set forth in this special condition.

V. The Permittee may elect to freely mitigate the complaint after the preliminary investigation without

further investigation, or conduct a detailed investigation to determine if the Permittee caused the problem. This detailed investigation shall include, but not be limited to, an analysis of water levels and pumpage impacts at the time of the complainant's problem, withdrawal and pump characteristics including depths, capacity, pump curves, and irrigation system requirements. If this detailed investigation confirms that the complainant's problem was caused by the Permittee's withdrawals, the complainant's problem shall be fully corrected. In cases where water is unavailable to the complainant for public health and safety purposes, the complainant's problem shall be fully corrected as soon as possible, with restoration of essential domestic water supply within 15 days, and fully corrected within 30 days of complaint receipt, unless an extension of time is granted by the District. In cases of complaints where water is available to the complainant for public health and safety purposes, the complainant's problem shall be fully corrected as soon as possible, and within no more than 30 days of complaint receipt, unless an extension of time is granted by the District.

VI. Full correction shall be restoration of the complainant's water supply to pre-impact condition or better, including the aspects of pressure levels, water quality, and discharge quantity. Full correction may be accomplished by connecting a complainant to a public supply system. Water quality shall meet, at a minimum, the standards referenced below. If the water quality is found to exceed the standards referenced below, the Permittee shall propose alternative mitigation to resolve the complaint, with full correction completed within 45 days of water quality complaint receipt, unless an extension of time is granted by the District. If the water quality is found not to exceed the standards referenced below, mitigation shall be deemed complete.

Water Quality Constituents and Standards:

Constituents: Odor, Total Sulfides, Color, Coliform Bacteria, Iron, Turbidity, Nitrate, Chloride, Sulfate, Total Dissolved Solids. The maximum levels for these constituents in the well water sample shall not exceed any of the levels established by the Florida Department of Environmental Protection (FDEP) Secondary Drinking Water Standards [Ref: 62-550.320(1) F.A.C.], or any modified version thereof. Total Sulfides concentration must not exceed 0.20 milligrams/liter. This Total Sulfides concentration limit may be modified if necessary to protect legal existing water users. Such modifications shall be made only after consultation and discussion with the Permittee.

VII. The Permittee shall file a monthly summary report showing the ongoing complaint investigations and new complaints received during the previous month of operation. The report shall be submitted by the 15th day of the month following the reporting period, to the District for review. The report shall include, but not be limited to:

- a. The name and address of each complainant;
- b. The location of the impacted withdrawal (Q.Q.S.T.R.);
- c. The date of complaint receipt and nature of the complaint (water level, water quality);
- d. The status of the Permittee's investigation (mitigate, not mitigate, pending);
- e. An explanation of reasons for not mitigating a complaint (outside mitigation area, pre-existing problem, not a legal existing user, no problem found, not cause of problem);
- f. Date complaint file closed.

VIII. If the resulting investigation determines that the Permittee was not responsible for the complainant's problem, the Permittee shall document the reasons for this determination. For complaints which are determined not to be eligible for mitigation through a detailed investigation, the Permittee shall submit in the monthly report the findings of facts, all information collected during the investigation, and a summary explaining the Permittee's reasons for this determination. A copy of the report shall also be sent to the complainant concurrent with the report submitted to the District. Should the District decide that water quality data should be collected for well complaints, or that well water quality complaints should be mitigated under the requirements of this permit, the District shall provide the Permittee written notification of these requirements after consultation and discussion with the Permittee.

IX. Only permitted or exempt water uses (legal water withdrawals) which existed prior to establishment of the Permittee's legal existing use shall be eligible for mitigation pursuant to the requirements of this permit.

X. In instances where a new well is constructed to replace an adversely impacted well, the Permittee

shall properly abandon the impacted well in a timely manner in accordance with Department of Environmental Protection and District rules regarding well abandonment, currently Ch. 62-532.500(4), F.A.C., and Ch. 40D- 3.531(2), F.A.C., as may be amended from time to time. Should the owner refuse to have the well abandoned, the Permittee shall report this situation to the District.

#### B. WATER RESOURCE AND LAND USE IMPACTS

With respect to complaints regarding water levels or flows in water bodies such as lakes, wetlands, springs, streams or other watercourses, damage to crops and other vegetation, or damage to the habitat of endangered or threatened species, the following requirements apply: I. The Permittee shall commence an investigation within 72 hours of receipt of the complaint by the Permittee. The permittee shall summarize complaints received in the annual report required in Special Condition 10 of this water use permit. Data submitted will include, but not be limited to:

- a. The name and address of each complainant;
- b. The date and nature of the complaint; and
- c. A summary of the Permittee's investigation to date, and, if the investigation is ongoing, an estimate of the time necessary to complete the investigation.

II. Within 90 days of complaint receipt, the Permittee shall submit a separate report presenting a summary of the Permittee's determinations, including whether the Permittee's withdrawals caused the problem, details of any mitigation or proposed mitigation activities and an estimate of the time necessary to complete mitigation, if incomplete, and any additional information as is necessary to assess the impact and any necessary mitigation. A copy of the report shall also be sent to the complainant concurrent with the report submitted to the District. The Permittee shall make all reasonable efforts to expeditiously mitigate problems caused by the withdrawals. Full mitigation shall not exceed 180 days from complaint receipt, unless additional time is granted by the District.

#### C. DISTRICT DIRECTION REGARDING MITIGATION

In instances where the District and the Permittee differ on the need for mitigation, the Permittee shall abide by the District's determination. Such determinations by the District shall be made only after consultation and discussion with the Permittee. Failure of the Permittee to carry out mitigation as directed by the District shall be grounds for the District to initiate enforcement action.

(993)

14. The increase in the permitted annual average quantity will revert back to the former quantity of 24.1 mgd when the new regional system pipelines to the new Hillsborough County point of connection in Balm are placed in service. This pipeline is expected to be completed and in service by December 2028 and Tampa Bay Water shall submit a letter to the District within 30 days of this in-service date. The District will provide approval in writing to Tampa Bay Water the date upon which the annual average quantities revert back to 24.1 mgd.

(994)

15. By December 01, 2022 the Permittee shall provide the District with potential site locations for a wetland monitoring network within the northern wellfield area. The Permittee shall coordinate with District staff in the completion of this condition prior, during, and after the implementation of the new monitoring site locations.

The Permittee shall also submit a written proposal regarding the monitoring data type and frequency to the District for review and approval once the site(s) are established. The Permittee shall perform monitoring of the established wetland monitoring site(s) to determine if impacts to the wetlands occur as a result of wellfield pumping at an annual average rate greater than 24.1 mgd. These results shall be summarized in the annual wellfield report required by Special Condition No. 4. If no impacts to wetlands are detected associated with the increased wellfield pumping rate, this monitoring requirement will be removed when the annual average pumping quantity reverts to an annual average rate of 24.1 mgd.

(995)

40D-2  
Exhibit A

**WATER USE PERMIT STANDARD CONDITIONS**

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



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

Exhibit B  
Instructions

METERING INSTRUCTIONS

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

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

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

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

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

#### FLOW METER ACCURACY TEST INSTRUCTIONS

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

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

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

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

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

### WATER QUALITY INSTRUCTIONS

The Permittee shall perform water quality sampling, analysis and reporting as follows:

1. The sampling method(s) from both monitor wells and surface water bodies shall be designed to collect water samples that are chemically representative of the zone of the aquifer or the depth or area of the water body.
2. Water quality samples from monitor wells shall be taken after pumping the well for the minimum time specified (if specified) or after the water reaches a constant temperature, pH, and conductivity.
3. The first submittal to the District shall include a copy of the laboratory's analytical and chain of custody procedures. If the laboratory used by the Permittee is changed, the first submittal of data analyzed at the new laboratory shall include a copy of the laboratory's analytical and chain of custody procedures.
4. Any variance in sampling and/or analytical methods shall have prior approval of the Water Use Permit Bureau Chief.
5. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis.
6. Water quality samples shall be analyzed by a laboratory certified by the Florida Department of Health utilizing the standards and methods applicable to the parameters analyzed and to the water use pursuant to Chapter 64E-1, Florida Administrative Code, "Certification of Environmental Testing Laboratories."
7. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association-Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency (EPA).
8. Unless other reporting arrangements have been approved by the Water Use Permit Bureau Chief, reports of the analyses shall be submitted to the Water Use Permit Bureau, online at the District WUP Portal or mailed in hardcopy on or before the tenth day of the following month. The online submittal shall include a scanned upload of the original laboratory report. The hardcopy submittal shall be a copy of the laboratory's analysis form. If for some reason, a sample cannot be taken when required, the Permittee shall indicate so and give the reason in the space for comments at the WUP Portal or shall submit the reason in writing on the regular due date.
9. The parameters and frequency of sampling and analysis may be modified by the District as necessary to ensure the protection of the resource.
10. Water quality samples shall be collected based on the following timetable for the frequency listed in the special condition:

#### Frequency

Weekly  
Quarterly  
Semi-annually  
Monthly

#### Timetable

Same day of each week  
Same week of **February, May, August, November**  
Same week of **May, November**  
Same week of each month

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Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

## CONSENT AGENDA

July 26, 2022

### **General Counsel's Report: Knowledge Management: Governing Board Policy Update – Proposals for Settlement in Civil Cases**

The Office of General Counsel is responsible for periodically reviewing the Governing Board's policies concerning legal matters. The existing Governing Board policy, entitled "Legal – Proposals for Settlement in Civil Cases" (Policy), sets forth the procedures for making or accepting a Proposal for Settlement in a judicial proceeding. The purpose of this agenda item is to provide an overview of the proposed changes to the Policy.

Generally, the Policy provides that the Executive Director may approve the making or acceptance of a Proposal for Settlement in an amount up to and including \$25,000 without Governing Board approval. It also provides that the Governing Board Chair, or in the Chair's absence, the Vice Chair may approve the making or acceptance of a Proposal for Settlement in an amount greater than \$25,000 if the matter requires immediate action. All disbursements of District funds are reported to the full Governing Board at the next meeting.

The proposed changes to the Policy include minor formatting changes and minor edits for clarification. District staff further recommends the addition of a stated Purpose and Scope, and a Distribution statement explaining the new policy will be stored in the Governing Document Repository. The proposed revised language is shown in the attached exhibit. This item was previously on the Governing Board's discussion agenda on June 21, 2022.

#### Staff Recommendation:

Approve the proposed changes to the Policy.

#### Presenter:

Jennifer Soberal, Staff Attorney, General Counsel Office



**GOVERNING BOARD POLICY**  
Southwest Florida Water Management District

**Title:** Proposal for Settlement in Civil Cases

**Document Owner:** Office of General Counsel

**Approved By:** Board Chair

**Effective Date:** 07/26/2022

**Supersedes:** 02/24/2015

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### PURPOSE

The purpose of this Governing Board Policy ("Policy") is to set forth the procedures for making or accepting proposals for settlement in a pending judicial proceeding in which the Southwest Florida Water Management District ("District") is a party.

### SCOPE

This Policy applies to all District officers and employees with the authority to expend or receive District funds.

### AUTHORITY

Sections 373.553(1) and 373.083(5), Florida Statutes

### DISTRIBUTION

This document will be stored in the Governing Document Repository.

### POLICY

The Executive Director may approve the making or acceptance of a proposal for settlement in an amount up to and including \$25,000 without specific Governing Board approval. The Governing Board Chair, or in the Chair's absence, the Vice Chair, on behalf of the Governing Board, may approve the making or acceptance of a proposal for settlement in an amount greater than \$25,000, if the matter requires immediate action and cannot be delayed to be presented at the next regularly scheduled Governing Board meeting. The Executive Director may reject a proposal for settlement made by the opposing party.

If a proposal for settlement involving the expenditure of District funds is accepted by the opposing party or by the District, the Executive Director shall certify in writing to the Governing Board

## **GOVERNING BOARD POLICY**

**Title: Proposal for Settlement in Civil Cases**

**Effective Date: 07/26/2022**

**Page 2 of 3**

Treasurer and to the Governing Board Chair, or Vice Chair if applicable, that such disbursement is proper and in order, and is within appropriated budgetary limits before the disbursement of such funds. Any such disbursement shall be reported to the full Governing Board for approval on the Consent Agenda at its next regularly scheduled meeting (which may be after the disbursement is made).

This Policy shall control over any other Board policies containing contrary provisions, including but not limited to Governing Board Policy, Budget Authority Transfer of Funds.

This Policy is not intended, and shall not be construed, as a waiver of sovereign immunity, a waiver of any other defense or immunity to any claim or civil action, or an extension of the limits provided in section 768.28, Florida Statutes.

### **REFERENCES**

Section 768.79, Florida Statutes

Rule 1.442, Florida Rules of Civil Procedure

Governing Board Policy, Budget Authority Transfer of Funds

### **REVIEW PERIOD**

This Policy will be reviewed every two years.

**GOVERNING BOARD POLICY****Title: Proposal for Settlement in Civil Cases****Effective Date: 07/26/2022****Page 3 of 3****DOCUMENT DETAILS**

Document Name	Proposals for Settlement in Civil Cases
Formerly Known As	Board Policy 160-3, Legal – Proposals for Settlement in Civil Cases
Document Type	Governing Document
Author(s)	Office of General Counsel staff
Reviewing Stakeholder(s)	Office of General Counsel, Executive staff
Document Owner Name	Chris Tumminia
Document Owner Title	General Counsel
Review Period (in days)	730
Span of Control	Governing Board
Supersedes Date	02/24/2015
Effective Date	07/26/2022

**APPROVAL**

---

Joel A. Schleicher  
Chair

---

Date

**CONSENT AGENDA**

**July 26, 2022**

**Executive Director's Report: Approve Governing Board Minutes - June 21, 2022**

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING  
TUESDAY, JUNE 21, 2022 – 9:00 AM  
2379 BROAD STREET, BROOKSVILLE, FL 34604  
(352) 796-7211**

**MINUTES**

**Board Members Present**

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

**Board Members Absent**

Ashley Bell Barnett, Member

\*attended via electronic media

**Staff Members**

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

**Board Administrative Support**

Virginia Singer, Board & Executive Services Manager  
Lauren Vossler, Administrative Coordinator

**1. CONVENE PUBLIC MEETING**

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., June 21, 2022, at the Brooksville Office, 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](http://WaterMatters.org).

**1.1 Call to Order**

Chair Joel Schleicher called the meeting to order. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Chair Schleicher stated that anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should complete and submit a "Request to Speak" card. To assure that all participants have an opportunity to speak, members of the public may submit a Request to Speak card to comment on agenda items only during the meeting. If someone wishes to address the Board on an issue not on the agenda, a Request to Speak card may be

submitted for comment during "Public Input." Chair Schleicher stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. He also requested that several individuals wishing to speak on the same topic designate a spokesperson.

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

**1.1a Oath of Office for Governing Board Members**

Ms. Virginia Singer, Boards and Executive Services Manager, administered the Oath of Office to reappoint Board Members Ed Armstrong and William Hogarth.

**1.2 Invocation and Pledge of Allegiance**

Treasurer John Mitten offered the invocation and led the Pledge of Allegiance.

**1.3 Employee Recognition**

Chair Schleicher recognized staff who have reached at least 20 years of service. The following staff were recognized: Corey Denninger, Kelly Keck, Vito Morolla, Garry Flood, and Dave DeWitt.

**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 an arbitrary government.

Mr. Tom St. Clair, representing the Hernando Audubon, spoke regarding the protection of the Weeki Wachee Preserve.

**CONSENT AGENDA**

**Finance/Outreach & Planning Committee**

**2.1 Governing Board Travel - Annual Environmental Permitting Summer School**

Staff recommended the Board approve the Governing Board travel request as presented.

**2.2 Approval of Memorandum of Understanding Between Sarasota County Property Appraiser and Southwest Florida Water Management District**

Staff recommended the Board approve the Memorandum of Understanding between the Sarasota County Property Appraiser and the Southwest Florida Water Management District.

**2.3 Adopt Resolutions to Identify New Slate of Officers for Financial Documents**

Staff recommended the Board:

1. Authorize the new slate of officers to apply their signatures to the required financial documents.
2. Adopt Resolution No. 22-10 authorizing the signatures of the newly elected officers of the Governing Board of the District and the use of facsimile or manual signatures on all warrants or checks of the District.
3. Adopt the Truist Resolution for Deposit Account document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's deposit accounts.



4. Adopt the Truist Corporate Resolution document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's custody accounts.

#### **Resource Management Committee**

**2.4 Approve the Updated Silver Twin Lake Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Hillsborough County (N872)**

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

#### **Regulation Committee**

**2.5 Water Use Permit No. 20011963.004 - SCF Farms Inc./SCF Farms Inc., Handcart Citrus & Cattle Inc, et al. - Manatee County**

Staff recommended the Board approve the proposed permit as presented.

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

**2.6 Approve Governing Board Minutes - May 24, 2022**

Staff recommended the Board approve the minutes as presented.

**A motion was made and seconded to approve the Consent Agenda as amended. The motion carried unanimously. (00:14:17)**

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

Board Member John Mitten called the committee to order. (Audio – 00:15:12)

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

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

Ms. Robyn Felix, Communications and Board Services Bureau Chief, provided a presentation outlining the responsibilities for each of the Governing Board officers, the committee chairs, and the general duties of all members. She provided a summary of the proposed changes to the existing policy. Ms. Felix stated the Board Members can provide comments by July 1. The policy will be presented for Board approval at the July Board meeting.

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

**3.3 Fiscal Year 2023 Recommended Annual Service Budget**

Ms. Amanda Rice, Assistant Executive Director, presented the Fiscal Year (FY) 2023 Recommended Annual Service Budget (RASB). She explained the timeline of the budget development process. Ms. Rice presented a comparison of budget metrics from FY19 through the proposed FY23. She provided a breakdown for expenditures by category for the District total operating budget and project budget.

Ms. Jennette Seachrist, Resource Management Division Director, provided an overview of the proposed FY23 division budget. She stated the proposed FY23 budget is approximately \$101 million dollars which is an approximate increase of 18.8 percent from FY22.

Mr. Brian Starford, Operations, Lands and Resource Monitoring Division Director, provided an overview of the proposed FY23 division budget. He stated the proposed FY23 budget is approximately \$43 million which is an approximate decrease of 31 percent from FY22.

Ms. Michelle Hopkins, Regulation Division Director, provided an overview of the proposed FY23 division budget. She stated the proposed budget is approximately \$15.8 million which is an approximate increase of 19 percent.

Mr. Michael Molligan, Employee, Outreach and General Services Division Director, stated that the General Services Bureau was transferred to his division. He provided an overview of the proposed FY23 division budget. He stated the proposed budget is approximately \$17 million which is an approximate increase of 4.3 percent.

Ms. Rice stated that the Finance, Procurement, and Information Technology bureaus comprise the Business and IT Services Division. She provided an overview of the proposed FY23 budget for this division. She stated the proposed budget is approximately \$15.9 million which is an approximate increase of 9.3 percent.

Ms. Rice provided an overview of the District-wide budget. This included a breakdown of expenditures by category, program, and areas of responsibility. She also presented information outlining revenues by source. Ms. Rice stated the proposed FY23 budget totals \$199.8 million. She explained this is a 0.9 percent increase from FY22 and outlined the changes.

Ms. Rice stated FY23 estimated Ad Valorem revenue totals are \$122.5 million which is an increase of \$3.7 million from FY22. This is based on an estimated rolled-back rate with 3.44 percent from new construction indicated by the property appraisers' June 1 estimates of taxable property values. She stated the millage rate is estimated to be 10 percent lower than FY22.

Staff recommended the Board authorize staff to prepare the Standard Format Tentative Budget Submission for FY2023 based on the recommended budget as presented, adjusted for any modifications made by the Governing Board on June 21, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, and any additional funding provided by the state.

**A motion was made and seconded to approve staff's recommendation. The motion passed unanimously.** (Audio – 00:57:40)

#### **3.4 Budget Transfer Report**

This was for information only. No action was required.

### **RESOURCE MANAGEMENT COMMITTEE**

Board Member William Hogarth called the committee to order. (Audio – 58:45)

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

#### **4.2 Knowledge Management: Cooperative Funding Initiative Governing Board Policy**

Mr. Scott Letasi, Engineering and Project Management Bureau Chief, presented an overview of the proposed updates to the Cooperative Funding Initiative (CFI) Governing Board policy. He explained the finalized policy will be presented at the July Board meeting

for approval. Mr. Letasi stated once this policy is approved, it will be implemented for the FY24 CFI application cycle.

Ms. Jennette Seachrist clarified information regarding the addition of the septic conversion project requirements to the guideline and responded to questions.

This was for information only. No action was required.

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

Board Member Jack Bispham called the committee to order. (Audio – 01:10:50)

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

### **5.2 Hydrologic Conditions Report**

Ms. Tamera McBride, Hydrologic Data Section Manager, presented the hydrologic conditions update. She stated that June is the beginning of the wet season and hurricane season. District staff has been making preparations in anticipation. Ms. McBride stated that May rainfall was predominantly normal, but June has been dry for most of the region. Groundwater levels remain in the above normal to normal range. Surface water levels are in the normal range but have fallen to below normal range in the northern and Lake Wales Ridge lakes. Ms. McBride stated the Withlacoochee River is in the above normal range with the remaining rivers in the normal range. Public supply remains at sufficient levels. Above normal temperatures are anticipated for July, August, and September. She stated that tropical storm activity will continue to be monitored.

This was for information only. No action was required.

## **REGULATION COMMITTEE**

Board Member John Hall called the committee to order. (Audio – 01:19:12)

### **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 Knowledge Management: Proposals For Settlement in Civil Cases Governing Board Policy**

Ms. Jennifer Soberal, Staff Attorney, presented an overview of proposed updates to the Proposal for Settlement in Civil Cases Governing Board policy. She provided the statutory authority for the policy and a summary of the proposed changes to the policy. She stated the final policy will be presented for Board approval at the July Board meeting.

This was for information only. No action was required.

## **COMMITTEE/LIAISON REPORTS**

### **8.1 Industrial Advisory Committee**

A written summary of the May 10 meeting was provided.

### **8.2 Public Supply Advisory Committee**

A written summary of the May 10 meeting was provided.

## **EXECUTIVE DIRECTOR'S REPORT**

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

Mr. Brian Armstrong, Executive Director, reminded the Board to provide staff with comments related to any Knowledge Management items prior to the July Board meeting.

Mr. Armstrong stated that the Florida Fish and Wildlife Commission (FFWC) has selected the District as landowner of the year for 2021 due to the District's commitment to allowing the FFWC to host hunts on District management properties.

Mr. Armstrong stated that the Florida Sterling Council recognized District staff from the Regulation Division for various awards promoting business excellence. These staff included Brandee Alexander, Michelle Eddy, Almarys Gonzalez, Buddy Wood, Eryn Worthington, and Hannah Kuzlo.

## **CHAIR'S REPORT**

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

Chair Schleicher congratulated the newly elected Board officers.

Chair Schleicher stated that Executive Director Brian Armstrong received the Florida Association for Water Quality Control (FAWQC) 2022 Wade Hopping Leadership Award. This annual award recognizes an outstanding professional who oversees policies and/or personnel in the area of water resources and who dedicated to managing, improving, and protecting the quality of Florida's waters.

The next meeting is scheduled for July 26 at 9:00 a.m., in the Tampa Office.

### **10.2 Employee Milestones**

## **ADJOURNMENT**

The meeting adjourned at 10:26 a.m.

# Governing Board Meeting

## July 26, 2022

### 3. FINANCE/OUTREACH AND PLANNING COMMITTEE

3.1	<b>Discussion:</b> Information Item: Consent Item(s) Moved to Discussion .....	106
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3.3	<b>Discussion:</b> Action Item: Fiscal Year 2023 Vehicle Purchases.....	108
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	b. FY2023 Budget Update	
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3.5	<b>Discussion:</b> Action Item: Independent Auditing Services Shortlist and Negotiation Options .....	115
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**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**July 26, 2022**

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

Staff Recommendation:

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

Presenter:

Michael Molligan, Division Director, Employee Outreach and General Services

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**July 26, 2022**

**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 June 30, 2022.

Presenter:

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



**FINANCE/OUTREACH AND PLANNING COMMITTEE****July 26, 2022****Discussion: Action Item: Fiscal Year 2023 Vehicle Purchases***Purpose*

Request Governing Board approval for a budget transfer to initiate the purchasing of vehicles budgeted for Fiscal Year (FY) 2023 in FY2022 to improve the District's ability to obtain necessary vehicles by utilizing savings from a project completed under budget.

*Background/History*

The District has historically initiated the purchase of budgeted vehicle replacements in October, the beginning of the fiscal year. In the past, requests would be submitted via purchase orders to vehicle resellers, who would then order the vehicles from the manufacturer. Vehicles would be received throughout the fiscal year.

Changes in the motor vehicle industry have necessitated alterations to our vehicle purchasing practices. In today's market, vehicle manufacturers are now limiting production which restricts the quantity of vehicles that resellers can purchase. Vehicle manufacturers have already begun opening the window for orders from resellers. Once orders are placed by the resellers, the manufacturer will then decide how many they will allocate to each reseller based on past volume of sales and the number of commitments the resellers have received.

Many state and federal agencies begin their fiscal years July 1st. Based on these industry changes, the District is competing with the other agencies for vehicles. Vendors have indicated that purchasing agencies can increase their likelihood of having vehicles allocated through Letters of Intent to Purchase (no encumbrance of funds) or having purchase orders (encumbrance of funds) issued. Having purchase orders demonstrating committed funds increases, but does not guarantee, the likelihood of the order being fulfilled. This vehicle allocation approach is expected to continue into the foreseeable future.

The District's budget for vehicle replacements is based on a combination of age and projections for vehicle mileage and life-to-date maintenance costs. Minimum criteria for replacement include age equal to or greater than 10 years, and/or 150,000 miles, and/or 40% of vehicle purchase price spent in life-to-date maintenance. Since the projections are typically made 12 months before orders are placed, the District completes an additional review to ensure each replacement is necessary, as expected, prior to issuing a purchase order.

*Benefits/Costs*

In FY2022, 17 vehicles were budgeted for replacement totaling \$682,998. Orders were able to be placed for 14 vehicles totaling \$621,263, leaving \$61,735 uncommitted.

In addition to the changes in vehicle purchasing, a sharp rise in purchase costs is evident. The proposed budget for FY2023 includes the replacement of 12 vehicles totaling \$729,000. The recently updated quoted replacement cost for these vehicles has increased to \$816,156. An additional evaluation of the 12 vehicles confirms these units will exceed the minimum replacement criteria.

Since the timing of the vehicle purchases is expected to remain out of sync with our past purchasing practices, the funds budgeted in the proposed budget for FY2023 would remain in the budget to facilitate beginning our purchase of FY2024 replacements in July 2023 rather than October 2024.

To facilitate the purchase commitments for the FY2023 vehicle replacements, the District can take advantage of savings from the Peace River Manasota Regional Water Supply Authority (PRMRWSA) Regional Loop System – Phase 1 Interconnect Design and Construction (N416) Cooperative Funding Initiative (CFI) project which was completed under budget this fiscal year.

Staff Recommendation:

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

Presenter:

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

**FINANCE/OUTREACH AND PLANNING COMMITTEE****July 26, 2022****Discussion: Action Item: Fiscal Year (FY) 2023 Budget Development**

- a. Adoption of Proposed District Millage Rate for FY2023**
- b. FY2023 Budget Update**
- c. Approval of August 1 Standard Format Tentative Budget Submission**

*Purpose*

- a. Report the results of the July 1 certifications of taxable value from the District's 16 county property appraisers and recommend adoption of a proposed FY2023 millage rate.
- b. Provide an update on budget changes that have been made since the FY2023 Recommended Annual Service Budget (RASB).
- c. Request approval to submit the District's Tentative Budget to the Executive Office of the Governor (EOG), Department of Environmental Protection (DEP), Florida Legislature, and other parties, as required by statute, for delivery by August 1, 2022.

*Background*

In June, staff submitted the FY2023 RASB to the Governing Board for consideration. The RASB document included underlying revenue and expenditure tables, variance analysis, and detailed project descriptions for all District projects. On June 21, staff provided an overview of the RASB to the Governing Board including revenues and expenditures by category, program area, and area of responsibility. Following discussion of the budget, the Governing Board took action to authorize staff to (1) prepare the *Standard Format Tentative Budget Submission* for FY2023 based on the RASB as presented, adjusted for Governing Board actions at the meeting; (2) reflect the final estimated ad valorem revenue based on the July 1 certifications of taxable value; and (3) add any additional funding provided by the state.

On July 26, staff will provide a budget update to the Governing Board including the certifications of taxable value and the proposed FY2023 millage rate for adoption, which must be certified to the county property appraisers by August 4. The proposed millage rate is the rate that will be used for Truth in Millage (TRIM) *Notices of Proposed Property Taxes*. Prior to the July 26 Governing Board meeting, staff will provide Board members with a draft of the August 1 *Standard Format Tentative Budget Submission* for FY2023 for consideration to approve for submission by August 1 pursuant to s. 373.536 Florida Statutes (F.S.).

The District's FY2023 budget will be adopted in September following two public TRIM hearings. The first hearing is scheduled for September 6, 2022 at 5:01 p.m. at the Tampa Office. Written disapproval of any portion of the budget must be received from the EOG or the Legislative Budget Commission at least five business days prior to the final budget adoption hearing. The second and final hearing is scheduled for September 20, 2022 at 5:01 p.m., also at the Tampa Office.

## *Discussion*

### **a. Adoption of Proposed District Millage Rate for FY2023**

Staff will present the certifications of taxable value and the proposed FY2023 District millage rate, in compliance with s. 373.503, F.S., and s. 200.065, F.S. Overall taxable property values in the District increased by 15.71 percent. Of the increase, 12.16 percent is related to existing property values and 3.55 percent is related to new construction. The rolled-back millage rate, based on s. 200.065, F.S., equates to 0.2260, which is 10.8 percent less than the rate of 0.2535 adopted for FY2022. Based on the July 1 certifications of taxable value and the rolled back millage rate, staff has increased ad valorem revenue by \$98,084 to \$122,549,760. Staff will recommend the Governing Board adopt Resolution No. 22-11, *Adoption of Proposed Millage Rate for Fiscal Year 2023*. A copy of the draft resolution is attached as an exhibit to this Item.

### **b. FY2023 Budget Update**

Staff will review proposed budget changes that have occurred since June 21. If approved, the proposed budget changes presented at the July 26, 2022 Governing Board meeting will increase the recommended budget from \$199,758,181 to \$212,933,181 and will be incorporated in the August 1 *Standard Format Tentative Budget Submission*.

Proposed changes for the July 26 meeting.

### ***Expenditure Budget***

- District Grants increased by \$13,175,000 for the Water Supply and Water Resource Development Grant Program based on an increase in anticipated funding from the DEP from a specific State Appropriation for alternative water supply projects.

### ***Revenue Budget***

- State revenue increased by \$13,175,000 based on an increase in anticipated funding from the DEP from a specific State Appropriation for alternative water supply projects.
- Ad valorem tax revenue increased by \$98,084 based on July 1 certifications of taxable value from the 16 county property appraisers and adjustment of the millage rate to the rolled-back rate of 0.2260 mill.
- Use of Reserves decreased by \$98,084 to balance the budget.

### **c. Approval of August 1 Standard Format Tentative Budget Submission**

Staff requests approval to submit the *Standard Format Tentative Budget Submission* for FY2023 to the EOG, DEP, Florida Legislature, and other parties, as required by statute, for delivery by August 1, 2022. The draft report reflects the FY2023 RASB, adjusted for the changes discussed above for a total budget of \$212,933,181.

Exhibit of the draft *Standard Format Tentative Budget Submission* will be provided separately.

### **Staff Recommendation:**

#### **See Exhibit**

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

### **Presenter:**

Brandon Baldwin, Division Director, Business and IT Services

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**RESOLUTION NO. 22-11**

**ADOPTION OF PROPOSED MILLAGE RATE FOR FISCAL YEAR 2023**

**WHEREAS**, the Governing Board of the Southwest Florida Water Management District (District), by authority of Article VII, Section 9(b) of the Florida Constitution, and Chapters 200 and 373, Florida Statutes, is authorized to levy ad valorem taxes on taxable property within the District; and

**WHEREAS**, the Governing Board of the District must advise the county property appraisers of its proposed millage rate to be levied upon all taxable property in the District subject to county taxes to be applied on the tax rolls for the year 2022, for the purpose of preparing the notice of proposed property taxes; and

**WHEREAS**, the Governing Board of the District must provide the county property appraisers preliminary disclosure of the maximum millage levy calculation and certify the appropriate vote was taken by the Governing Board for the proposed millage rate adopted in compliance with Section 200.065, Florida Statutes.

**THEREFORE, BE IT RESOLVED**, by the Governing Board of the Southwest Florida Water Management District by a vote of \_\_\_\_\_ in favor, \_\_\_\_\_ against and \_\_\_\_\_ not present:

That there is adopted a proposed District millage rate, as provided for in Sections 373.503(3) and 373.536, Florida Statutes, and in compliance with the maximum millage rate established by Section 200.065, Florida Statutes, for fiscal year 2023, to be assessed on the tax rolls for the year 2022, for the purpose of levying a uniform ad valorem tax on all taxable property in the counties within the District as certified by the county property appraisers pursuant to Section 200.065, Florida Statutes, excluding lands held by the Trustees of the Internal Improvement Trust Fund to the extent specified in Section 373.543, Florida Statutes, as follows:

<u>District</u>	<u>Rolled-back Rate</u>	<u>Proposed Millage Rate</u>	<u>Percent Over Rolled-back Rate</u>	<u>Counties Applied To</u>
Districtwide	0.2260	0.2260	0.00%	Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, Sumter

**APPROVED AND ADOPTED** this twenty-sixth day of July 2022 by the Governing Board of the Southwest Florida Water Management District.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Joel Schleicher, Chair

Attest:

\_\_\_\_\_  
Michelle Williamson, Secretary

**CERTIFICATE AS TO RESOLUTION NO. 22-11**

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-sixth day of July 2022, 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-sixth day of July 2022.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Joel Schleicher, Chair

Attest:

\_\_\_\_\_  
Michelle Williamson, Secretary

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this twenty-sixth day of July 2022, by Joel Schleicher and Michelle Williamson, 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-sixth day of July 2022.

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

## FINANCE/OUTREACH AND PLANNING COMMITTEE

July 26, 2022

### Discussion: Action Item: Independent Auditing Services Shortlist and Negotiation Options

#### *Purpose*

Request the Governing Board review the cost proposals of the top-ranked firms recommended by the District's Ad Hoc Audit Committee (Committee), select one or more of the recommended firms with which to commence negotiations, and select a negotiation method.

#### *Background*

Section 218.39, Florida Statutes (F.S.), requires each local governmental entity to have an independent annual financial audit of its accounts and records within nine months of fiscal year-end. Section 218.391, F.S., provides the legal requirements for procuring the independent auditor. The District is in its final renewal year of its current independent audit services contract. An overview of the ongoing selection process for the required services was provided to the Governing Board at its May 24, 2022 meeting under item 4.3.

#### *Discussion*

The Committee met on May 9, June 7, and June 21, 2022, during properly noticed public meetings. During the June 21 meeting, the Committee:

- Ranked the five proposals that were publicly opened June 2 based solely on qualifications,
- Selected the three top-ranked firms for a shortlist recommendation to the full Board,
- Reviewed cost proposal information for the three top-ranked firms after completing the ranking and shortlist actions,
- Selected the best and final offers negotiation method to recommend to the full Board, and
- Selected Vice-Chair Armstrong to recommend to the full Board as its designated negotiator.

Section 218.391, F.S., requires the Governing Board to select one or more of the firms recommended by the Committee to negotiate with and to select one of the following negotiation methods:

- a. Negotiate with the top ranked firm first. If a satisfactory contract cannot be negotiated, negotiations with that firm shall be formally terminated and negotiations with the second ranked firm will be undertaken. If a satisfactory contract cannot be negotiated, negotiations with that firm shall be formally terminated and negotiations with the third ranked firm will be undertaken. The Governing Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.
- b. Negotiate a contract with one or more of the firms recommended by the Committee using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm. This method includes requesting best and final offers from each of the shortlisted firms.

The method used by the Governing Board to select a firm recommended by the Committee and negotiate a contract must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39, F.S.



The table below provides the shortlisted firms and their comparable cost proposals.

<b>Firm</b>	<b>Rank</b>	<b>Proposed Hours</b>	<b>Proposed Price</b>	<b>Adjusted Proposed Price*</b>
James Moore & Co.	1	770	\$90,000	\$97,000
Purvis, Gray and Company, LLP	2	755	\$95,660	\$95,660
Mauldin & Jenkins, LLC	3	460	\$89,900	\$94,900

\*Note - Adjusted Proposed Price includes one state and one federal single audit for comparison purposes. Subsequent years may be subject to cost adjustments in accordance with terms defined in the Request for Proposals.

At its August 23, 2022 meeting, the Board will be presented with the results of the negotiations and a recommendation from Vice-Chair Armstrong. Upon the Board's final selection of the independent auditor, staff will then execute a contract in accordance with the Board's action and consistent with the terms and conditions of the Request for Proposals.

Staff Recommendation:

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

Presenter:

Amanda Rice, Assistant Executive Director

**FINANCE/OUTREACH AND PLANNING COMMITTEE**

**July 26, 2022**

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

*Purpose*

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

*Background*

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of June 2022.

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

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

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---			
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category	Reason For Transfer		Transfer Amount
<b><u>Change from Original Budget Intent</u></b>					
1	Operations Maint/Repair of Buildings/Structures	Operations Equipment - Outside	Transfer of funds originally budgeted for general repair and maintenance of the District's water control structures. These funds are no longer required due to expenditures being less than anticipated. The funds are needed for the replacement of a generator/welder unit that is approximately 11 years old and deemed not repairable. This unit is one of three used by the Structure Operations staff for conducting operations, maintenance, and repairs to the District's water control structures and is a critical piece of equipment during hurricane season.	\$	15,000.00
2	Operations Maint/Repair of Buildings/Structures	Operations Equipment - Outside	Transfer of funds originally budgeted for general repair and maintenance of the District's water control structures. These funds are no longer required due to expenditures being less than anticipated. The funds are needed for the purchase of a new underwater communication system to equip one dive team with the ability to effectively communicate while performing work at District Structures where conditions are normally low to zero visibility. The system also allows communication with those at the surface to warn of approaching hazardous wildlife.		9,000.00
3	Land Resources Land Purchases & Awards	Land Resources Appraisal Services - Non-Land Acq Advertising and Public Notices	Transfer of funds originally budgeted for acquisition of perpetual easements in support of the District's network groundwater monitoring wells within the Central Florida Water Initiative. These funds are no longer required due to savings from easements being acquired from local agencies at no cost. The funds are needed for appraisal services and public noticing for the continued success of the Surplus Lands Program.		35,000.00
4	Land Resources Other Contractual Services	Information Technology Equipment - Outside	Transfer of funds originally budgeted to conduct a technology needs assessment to evaluate the current capabilities, risks, and technology-related needs of the Land Resources Bureau. These funds are no longer required due to the assessment being completed for less than originally anticipated. The funds are needed to replace the drone used by the Data Collection Bureau with one approved by the Florida Legislature prior to the January 1, 2023 compliance deadline for new guidelines. The new guidelines became effective July 1, 2021. This drone is used for mapping of exotic vegetation, restoration project monitoring, and structure inspections.		15,000.00
Total Change from Original Budget Intent				\$	74,000.00
Total Consistent with Original Budget Intent				\$	-
Total Amount Transferred				\$	74,000.00

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**

**July 26, 2022**

**Submit & File: Information Item: Office of Inspector General – April 1, 2022 to June 30, 2022**

**Quarterly Update**

*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



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

### Joel Schleicher

Chair, Charlotte, Sarasota

### Ed Armstrong

Vice Chair, Pinellas

### Michelle Williamson

Secretary, Hillsborough

### John Mitten

Treasurer, Hernando, Marion

### Kelly S. Rice

Former Chair, Citrus, Lake,  
Levy, Sumter

### Ashley Bell Barnett

Polk

### Jack Bispham

Manatee

### John Hall

Polk

### William Hogarth

Pinellas

### Seth Weightman

Pasco

### Brian J. Armstrong, P.G.

Executive Director

July 26, 2022

## MEMORANDUM

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

FROM: Brian Werthmiller, CPA, Inspector General

SUBJECT: Office of Inspector General Quarterly Update 4/30/22 – 6/30/22

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 June 30, 2022:

- The OIG quarterly update for the quarter ending March 31, 2022 was submitted to the Governing Board on April 26, 2022.
- 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 June 30, 2022, the OIG initiated 37 reviews.
- Two complaints were closed with no investigation considered necessary by the OIG.
- The OIG received a complaint that generally alleged the District did not follow its Employee Discipline and Discharge Guideline. OIG performed an investigation in accordance with the Quality Standards for Investigations found within the *Principles and Standards for Offices of Inspector General*. In communication to the Governing Board on June 3, 2022, the allegation was found to be substantiated. A recommendation was made that the District should enhance procedures to ensure that for cases of discharge, suspension without pay, involuntary demotion, and other disciplinary actions, the notice of discipline, which will include the notice of rights, is provided in accordance with District Governing Documents, when applicable.
- Beginning in November 2021 and still continuing, the District has been subject to fraudulent transactions with the institution the District banks with. Investigations were performed by the bank and also the local Sheriff's office. The District has added additional controls to mitigate its risk.
- The OIG Charter is required to be reviewed annually. There are no proposed changes at this time.

<b>Office of Inspector General Performance Measures</b>		
<b>Performance Measure</b>	<b>Goal</b>	<b>Status Through 6/30/2022</b>
Complete the audit plan.	Submit to the Board by January 2022	Completed 1/25/22
Allocate appropriate time to efforts resulting in reporting to the Board.	75% of Chargeable Hours	76%
Complete the OIG Annual Report.	Submit to the Board by September 2022	Open
Complete updates to the Finance/Outreach & Planning Committee including IG performance measures.	Submit to the Board the month following each quarter-end	75%
Complete the follow-up on four FY 2021 recommendations for use of fleet equipment, conflicts of interest, increase in pay requests, and use of district vehicles.	Complete follow-up by September 2022	Open
Complete the follow-up to the recommendation from the Florida Department of Management Services regarding the District's policies and procedures on reporting workers' compensation to the Florida Retirement System.	Complete follow-up by September 2022	Open

**Governing Board Meeting**  
**July 26, 2022**

**4. RESOURCE MANAGEMENT COMMITTEE**

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**RESOURCE MANAGEMENT COMMITTEE**

**July 26, 2022**

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

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting  
July 26, 2022

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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5.2 Discussion: Action Item: Purchase of Conservation Easement, Horse Creek Project, Horse  
Creek Ranch, SWF Parcel No. 20-664-102C ..... 124

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

**July 26, 2022**

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

Staff Recommendation:

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

Presenter:

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

**OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE****July 26, 2022****Discussion: Action Item: Purchase of Conservation Easement, Horse Creek Project, Horse Creek Ranch, SWF Parcel No. 20-664-102C***Purpose*

The purpose of this item is to request Governing Board approval of a purchase and sale option agreement (Option Agreement) for the acquisition of a conservation easement over a portion of the Carlton Horse Creek Ranch property (Horse Creek Ranch), SWF Parcel 20-664-102C, as part of a coordinated effort with the Florida Department of Environmental Protection, Division of State Lands (DSL). The District will acquire a conservation easement over 4,357.5 acres of Horse Creek Ranch and DSL will negotiate and acquire a conservation easement over the remaining 11,958.5 acres of Horse Creek Ranch. Exhibits 1 and 2 attached hereto are general location and aerial site maps, respectively. The Option Agreement which has been executed by the Seller is attached as composite Exhibit 3.

*Background and History*

The District's Horse Creek Project provides a number of benefits for preservation and protection of water and water-related resources. The Project lies primarily within the southwestern portions of rural Hardee and DeSoto Counties. Approximately 11 miles of Horse Creek, which is a major tributary to the Peace River, runs through the middle of the property. Horse Creek Ranch sits entirely within the Florida Wildlife Corridor and is a critical piece in an area being proposed for phosphate mining in the near future.

Horse Creek Ranch is within the District's Florida Forever Work Plan and is consistent with the Florida Forever Act (§259.105, Florida Statutes). Horse Creek Ranch meets all four (4) of the District's Areas of Responsibility (Water Supply, Water Quality, Natural Systems, Flood Protection) in some areas.

This acquisition is part of a coordinated effort with DSL to purchase a conservation easement over 16,316 acres of Horse Creek Ranch. As part of the coordinated effort, the District would acquire a conservation easement over 4,357.5 acres lying west of Horse Creek and DSL would acquire a conservation easement over 11,958.5 acres lying east of Horse Creek. In the event that a conservation easement is obtained by DSL over the balance of Horse Creek Ranch, it is contemplated that DSL would monitor the conservation easement on behalf of the District over the 4,357 acres the District proposes to acquire.

The acquisition of the conservation easement over this property is subject to the review and approval of the Governing Board.

*Property Information*

Horse Creek Ranch is located across both Hardee and DeSoto counties, in the southwest corner of Hardee County and the northwest corner of DeSoto County. The portion of Horse Creek Ranch being proposed for the conservation easement consists of approximately 16,316 acres with approximately 10,809.5 acres located in DeSoto County and 5,506.5 acres located in Hardee County. The property has been utilized for cattle ranching and other agricultural activities and owned by the Doyle Carlton family for many years.

The proposed conservation easement area consists of approximately seventy-six percent (76%) uplands and twenty-four percent (24%) wetlands. The Hardee County Property Appraiser has a land value for the 5,506.5-acre portion lying in Hardee County of \$21,550,650, or \$3,913.67 per acre and the DeSoto County Property Appraiser has a land value for the 10,809.5-acre portion lying in DeSoto County of \$24,035,490, or \$2,223.55 per acre, reflecting a total value of the property of \$45,586,140 or \$2,793.95 per gross acre. It should be noted here that the property appraisers for both counties have slightly different acreage calculations than that provided by the owner and correct acreages will be confirmed by survey before closing.

The areas surrounding the property are comprised of a mix of agricultural with rural residential and conservation land uses. The property is zoned A-1 Agriculture by Hardee County and A-10 Agriculture by DeSoto County. The Future Land Use classification of the property is primarily Agriculture/Rural. This classification includes agriculture and rural residential uses. The property owner has historically used the property for a cattle operation with some portion being used for row crops.

The property is outside of the municipal service area and public water and sewer service are not available. Electric, telephone, internet, and cable services are available. Based on FEMA mapping, the appraisers reported that the uplands property is mostly in Zone X, which is outside of the 500-year flood plain. The wetlands property is in Zone A which is within the 100-year flood zone area. Improvements within the proposed conservation easement area consist of small guest houses and homes used by employees of the cattle operation as well as several barns, storage sheds and fencing.

#### *Appraisals and Valuation Summary*

In accordance with District Policy and Section 373.139, Florida Statutes, for property that is estimated to have a value greater than \$1,000,000, two appraisals were obtained. The reports were prepared by Frank Catlett MAI and Tim Holden MAI. The reports have a date of valuation of April 27, 2022. The appraisals have been independently reviewed by Stephen Albright, MAI. The appraisals were determined to meet the necessary legal, District, and FDEP/DSL requirements and contain enough factual data to support the value conclusion.

*Highest and Best Use* – The highest and best use for the property, as determined by the appraisers based on the physically possible, legally permissible, and financially feasible uses would be for continued agricultural and recreational use with a potential future long term mining.

The appraisers applied the Sales Comparison Approach (Market Approach) to determine the value for this property. The appraisers relied on recent sales of comparable property in DeSoto, Hendry, Okeechobee, and Osceola Counties. A total of six (6) comparable fee simple sale transactions, occurring between April 2018 and March 2022, were identified between the two reports. The comparable fee simple sales identified in the appraisals ranged in size from 3,393.44 gross acres to 38,457.24 gross acres and are comprised of a mix of both uplands and wetlands.

The comparable sales were chosen to reflect the full range of value based on their physical characteristics and highest and best use. The appraisers developed a value by applying quantitative and qualitative adjustments to the comparable sales considering the differences in physical characteristics including wetlands, location, size, land use and zoning entitlements. The appraisers' value estimates are based on the current market for similar parcels and both the subject's gross acreage. The following are the comparable fee simple sales from both the respective appraisal reports. The indications from the comparable sales are summarized as follows.

### Appraisal Values

	Gross Acres	Frank Catlett	Tim Holden
Fee Simple Value	4,357	\$19,606,500	\$19,606,500
Encumbered Value	4,357	\$5,555,175	\$6,099,800
Easement Value	4,357	\$14,051,325	\$13,506,700

The prices of the comparable transactions were influenced by their locations and other physical attributes including uplands.

#### *Summary of Value and Offer*

Both appraisals obtained by the District are well supported and indicate a tight range of value. A purchase price of \$3,162.50 per acre or \$13,780,593.75, has been negotiated and accepted by the seller, which is the average of the two appraisal amounts and is 98% of the high appraised value for the conservation easement value. The sellers will retain an entitlement for six (6) ten-acre residential areas to be determined as appropriate based on the Baseline Natural Resources Inventory.

The current offer being presented for consideration to the Governing Board is below the high appraised value and the contract details are as follows:

#### *Negotiated Terms*

- Closing is subject to seller delivering title to a conservation easement free and clear of all encumbrances not acceptable to the District or that would have an adverse effect on the interest to be acquired.
- Closing is subject to the District or DSL obtaining an environmental site assessment over the entire property that confirms the condition of the property is acceptable.
- Closing is subject to the District or DSL obtaining a Baseline Natural Resources Inventory and Range Management Plan over the entire property that identifies the property conditions and natural attributes to be protected at the time of acquisition.
- The purchase price is subject to the District or DSL obtaining an acceptable boundary survey and ensures that the District does not pay for any sovereign lands.
- The seller will be responsible for all tax assessments prorated through the date of closing.

#### *Benefit/Costs*

This acquisition meets all the requirements within the Governing Board Policy for Land Acquisition. This acquisition protects existing natural systems and water resources and provides an essential corridor for conservation lands in a highly pressured area. The conservation easement will allow the existing agricultural operations to continue and the property will remain on the County tax rolls. The District will not incur any increase in operational costs associated with monitoring compliance with the terms of the conservation easement due to DSL assuming compliance monitoring on behalf of the District and ongoing management of the property will remain with the seller.

#### *Funding*

Funds for this acquisition are available from proceeds from the sale of surplus property held in the District's SBA account specifically for the purchase of conservation lands.

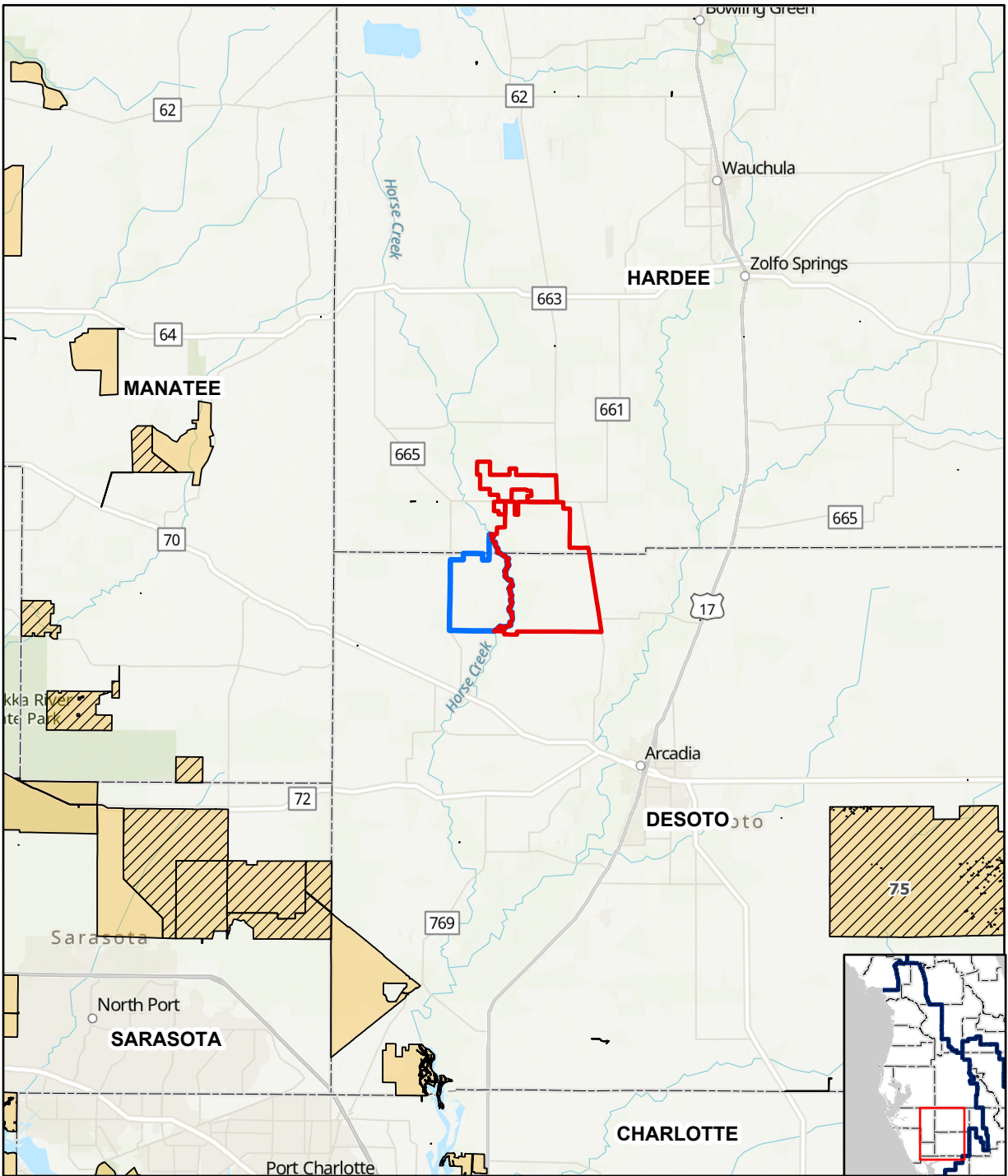
Staff Recommendation:

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

**Exhibit 1**  
**SWF Parcel No. 20-664-102C**  
**Location Map**



Esri, NASA, NGA, USGS, University of South Florida, FDEP, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS

**Proposed Horse Creek Conservation Easement**

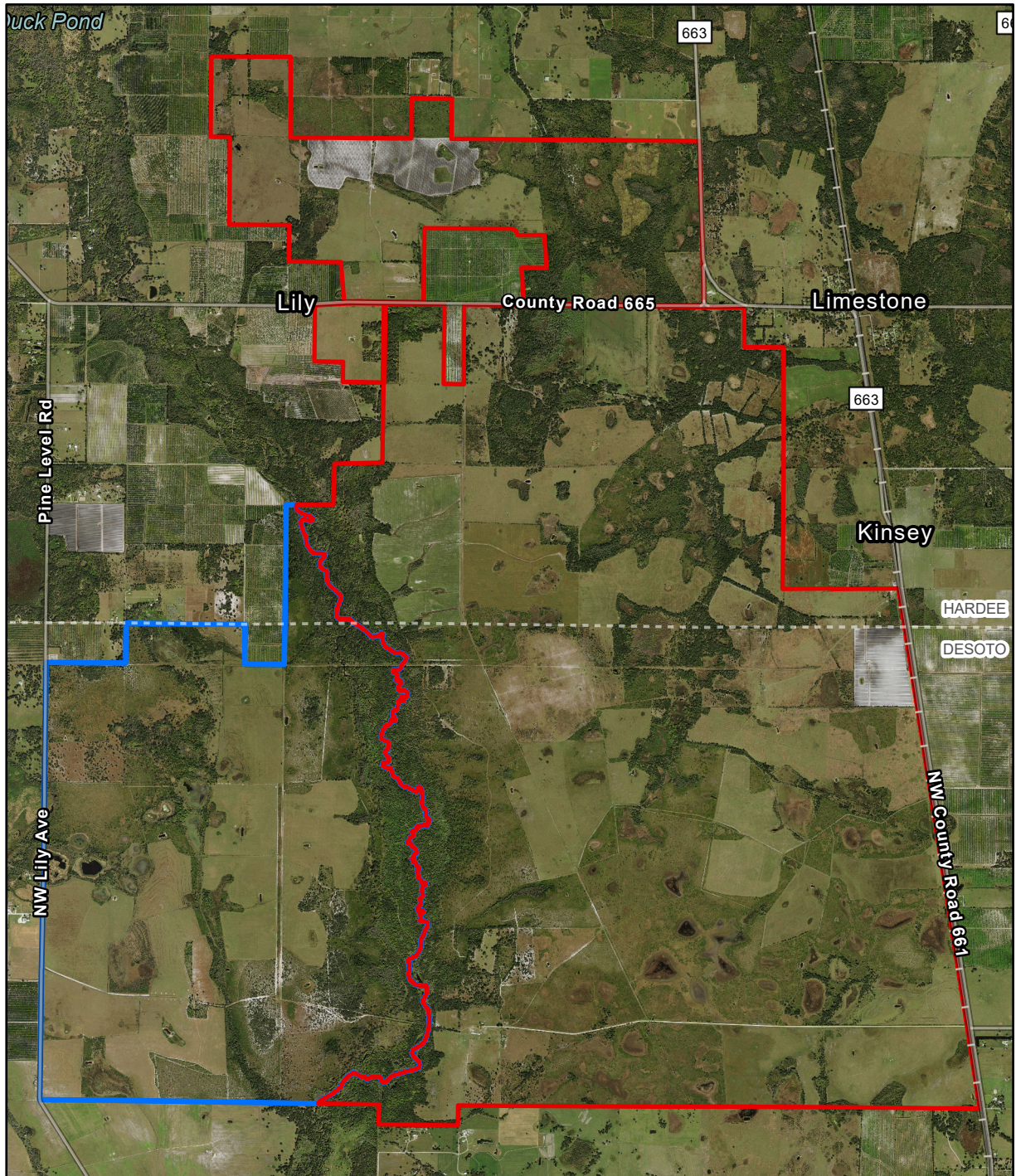
- |   |  |
|---|--|
| <span style="border: 2px solid red; display: inline-block; width: 20px; height: 10px; vertical-align: middle;"></span> Division of State Lands                      | <span style="background-color: orange; display: inline-block; width: 20px; height: 10px; vertical-align: middle;"></span> District Owned Lands Fee Simple                  |
| <span style="border: 2px solid blue; display: inline-block; width: 20px; height: 10px; vertical-align: middle;"></span> Southwest Florida Water Management District | <span style="background-color: orange; border: 1px solid black; display: inline-block; width: 20px; height: 10px; vertical-align: middle;"></span> District Land Easements |

**Southwest Florida**  
 Water Management District





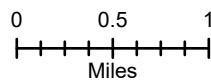
**Exhibit 2**  
**SWF Parcel No. 20-664-102C**  
**Site Map**



University of South Florida, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, Southwest Florida Water Management District

**Proposed Horse Creek Conservation Easement**

- Division of State Lands
- Southwest Florida Water Management District



**Southwest Florida**  
 Water Management District



### OPTION AGREEMENT FOR SALE AND PURCHASE

**WHEREAS**, Carlton Horse Creek Partners, LLC, a Florida limited liability company is the owner(s) in fee simple absolute of certain lands in Hardee and DeSoto Counties, Florida more particularly described below; and

**WHEREAS**, the owner(s) intend(s) that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

**WHEREAS**, the owner(s) further intend(s), as owner(s) of the property described in this Option Agreement, to convey to the Southwest Florida Water Management District the right to preserve and protect the conservation values of the referenced property in perpetuity; and

**WHEREAS**, the Southwest Florida Water Management District is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

**WHEREAS**, the Southwest Florida Water Management District desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of the State of Florida, pursuant to section 704.06, Florida Statutes;

#### NOW, THEREFORE:

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Carlton Horse Creek Partners, LLC, a Florida limited liability company, whose address is Post Office Box 144, Wauchula, Florida 33873, as "Seller" and the Southwest Florida Water Management District ("District"), whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, as "Buyer".

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Hardee and DeSoto Counties, Florida, described in Exhibit "A", (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if Buyer gives written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by Buyer, Buyer will forward the Option Payment to the escrow agent to hold for the benefit of Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Buyer exercises the Option; Provided, however, the Option Payment shall be credited toward the purchase price at closing if Buyer timely exercises the option as discussed below. The option may be exercised during the period beginning with Buyer's approval of this Agreement at a regularly scheduled meeting of the Governing Board and ending 120 days after Buyer's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Buyer's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Buyer does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Buyer does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. **PURCHASE PRICE.** The purchase price for the Easement is Three Thousand One Hundred Sixty-Two Dollars and Fifty/100 DOLLARS (\$3,162.50) per acre for approximately 4,357.50 acres, or Thirteen Million, Seven Hundred Eighty Thousand Five Hundred Ninety-Three Dollars and Seventy-Five/100 DOLLARS (\$13,780,593.75) ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Buyer to deliver funds in the amount of the Purchase Price directly to an escrow agent who is authorized by law to

receive such payment, and who is acceptable to Buyer, and to require the escrow agent to pay Seller's expenses of sale. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B and after confirmation of total acreage by survey. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Buyer and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with Section 253.025, Florida Statutes ("District Approved Value"). The determination of the District Approved Value and the Final Adjusted Purchase Price can only be made after the completion and Buyer's approval of the survey required in paragraph 5.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, Buyer determines that the Initial Purchase Price exceeds the District Approved Value of the Easement, the Initial Purchase Price will be reduced to the District Approved Value of the Easement (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph 3.B., Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Buyer of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from Buyer of the Final Adjusted Purchase Price. If Seller fails to give Buyer a written notice of termination within the aforesaid time period from receipt of Buyer's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price pursuant to the provisions of this paragraph 3.B. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price".

4.A. ENVIRONMENTAL SITE ASSESSMENT. Buyer, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by Buyer to determine the existence or extent of Hazardous Materials on the Property, Buyer, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.). The Seller shall provide Buyer with reasonable access onto the Property, including access to the interior of any structures located on the Property, in order to perform the environmental site assessment described in this paragraph 4.A.

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to Buyer's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Initial Purchase Price as stated in paragraph 3.A. Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the easement described in paragraph 8 of this Agreement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Buyer, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Buyer as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials are alleged to be a contributing legal cause. Seller shall save Buyer harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

Any limitation herein on Seller's contractual obligation to indemnify Buyer as specified in this paragraph 4.B. shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Buyer's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

5. **SURVEY.** Buyer may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property, or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Written notice of any reduction in acreage or encroachment specified in this paragraph 5. shall be delivered to Seller, and Seller shall have the same time to correct the reduction in acreage or remove such encroachment as allowed under this Agreement for the curing of defects in title.

6. **TITLE INSURANCE.** Buyer may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Buyer, insuring marketable title to the Property in the amount of the Purchase Price at Buyer's expense.

7. **DEFECTS IN TITLE.** If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Buyer, Seller shall, within 90 days after notice from Buyer, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Buyer shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Buyer, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, (d) cut out the affected portion of the Property and reduce the Purchase Price by an amount equal to the product of the Purchase Price per acre for the acres being cut out, multiplied by the acreage cut out, or (e) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17 of this Agreement shall apply.

8. **INTEREST CONVEYED.** At closing, Seller shall execute and deliver to Buyer the approved Perpetual Conservation Easement attached hereto as Exhibit "B", free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Buyer and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

8.1 **SUBORDINATION.** If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Buyer and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement to the extent necessary to permit the Buyer to enforce the purpose of the Easement in perpetuity and to prevent any modification or extinguishment of the Easement by the exercise of any superior rights of the holder. The priority of any existing mortgage with respect to any valid claim on the part of the mortgage holder to the proceeds of any sale, condemnation proceedings, or insurance or to the leases, rents, and profits of the Property shall not be affected by the Easement, and any lien that may be created by Buyer's exercise of any of its rights under this Option Agreement or by Buyer's rights under the provisions of the Easement shall be junior to any such existing mortgage. Upon request, Buyer agrees to subordinate its rights under this Option Agreement and the Easement to the rights of any future mortgage holders or beneficiaries of deeds of trust to the proceeds, leases, rents, and profits described above and likewise to subordinate its rights under any lien and to execute any documents required with respect to such subordination, except that the priority of any lien created by Buyer's exercise of any of its rights under this Option

Agreement or Buyer's rights under the provisions of the Easement prior to the creation of a mortgage or deed of trust shall not be affected thereby, nor shall this Option Agreement or the Easement be subordinated in any other respect and the Easement shall remain in a first position regardless of any subordination given pursuant to this paragraph.

9. **PREPARATION OF CLOSING DOCUMENTS.** Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the easement described in paragraph 8 of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit.

9.1 **BASELINE DOCUMENTATION.** Buyer shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by \_\_\_\_\_. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefor absorbed in the same manner the cost of the baseline documentation is absorbed.

10. **BUYER REVIEW FOR CLOSING.** Buyer will approve or reject each item required for closing under this Agreement. If Buyer rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or Buyer rejects any item after delivery, the Option Expiration Date shall be extended until Buyer approves Seller's documents or until Buyer elects to terminate the Agreement.

11. **EXPENSES.** Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the Easement described in paragraph 8. of this Agreement and any other recordable instruments that Buyer deems necessary to assure good and marketable title to the Easement.

12. **TAXES AND ASSESSMENTS.** At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. **CLOSING PLACE AND DATE.** The closing shall be on or before 15 days after Buyer exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Buyer shall set the date, time and place of closing.

14. **RISK OF LOSS AND CONDITION OF PROPERTY.** Seller assumes all risk of loss or damage to the Property and warrants that the conservation easement shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the conservation easement or the Property that are not readily observable by Buyer or which have not been disclosed to Buyer. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Buyer prior to the exercise of the option by Buyer. If the Seller does not remove all trash and debris from the Property prior to closing, Buyer at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Buyer incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

16. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.
17. **DEFAULT.** If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.
18. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Buyer harmless from any and all such claims, whether disclosed or undisclosed.
19. **RECORDING.** Buyer may record this Agreement, or notice of it, in the appropriate county or counties.
20. **ASSIGNMENT.** This Agreement may be assigned by Buyer, in which event Buyer will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Buyer.
21. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.
22. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.
23. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.
24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Buyer, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Buyer or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Buyer, and shall be subject to the final approval of Buyer. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.
25. **WAIVER.** Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.
26. **AGREEMENT EFFECTIVE.** This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto and approved by or on behalf of the Governing Board of the Southwest Florida Water Management District.
27. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.
28. **ADDENDUM.** Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. **NOTICE.** Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. **CERTIFICATION REGARDING TERRORISM.** Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.

31. **SURVIVAL.** The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing and the delivery and recording of the easement described in paragraph 8. of this Agreement.

IF THIS INSTRUMENT IS NOT EXECUTED BY THE SELLER, ON OR BEFORE \_\_\_\_\_ BUYER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. BUYER'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DISTRICT APPROVED VALUE OF THE PROPERTY, AND (2) BUYER APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE BUYER'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON FINAL APPROVAL BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PURSUANT TO SECTIONS 259.105 AND 373.139, F.S.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

[SIGNATURE PAGE TO FOLLOW]

Jose C Durando  
Witness as to Seller

Amelia Smith  
Witness as to Seller

SELLER  
Douglas E Carlton III

7-6-22  
Date signed by Seller

Phone No. 863-781-0170  
8 a.m. - 5 p.m.

STATE OF Florida

COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6<sup>th</sup> day of July, 2022 by Douglas E. Carlton III. Such person(s) (Notary Public must check applicable box):

☒ is/are personally known to me.  
☐ produced a current driver license(s).  
☐ produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)



Miriam Amy Duke  
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

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

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



BUYER

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

ATTEST: \_\_\_\_\_  
NAME: Michelle Williamson  
AS ITS: Governing Board Secretary

BY: \_\_\_\_\_  
NAME: Joel Schleicher  
AS ITS: Governing Board Chairman

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Date signed by Buyer

Approved as to Form and Legality

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

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

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Joel Schleicher, Governing Board Chairman, and Michelle Williamson, Governing Board Secretary, as agents for and on behalf of the Southwest Florida Water Management District. They are personally known to me.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

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

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

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

COPY

EXHIBIT "B"

Project Name: Horse Creek Ranch

This instrument prepared by and returned to:  
Amy Phillips  
Division of State Lands  
3900 Commonwealth Blvd.  
Mail Station 115  
Tallahassee, FL 32399-3000

DEED OF CONSERVATION EASEMENT

**THIS GRANT OF CONSERVATION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by CARLTON HORSE CREEK PARTNERS, LLC, whose address is P. O. Box 144, Wauchula, Florida 33873, ("Grantor"), in favor of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection ("DEP"), Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as to Parcel A and in favor of the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("District"), a public corporation, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, as to Parcel B ("collectively Grantees").

*The terms "Grantor" and "Grantees" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantees, and the provisions of this easement shall be binding upon and inure to the benefit of Grantor, Grantees and their heirs, successors and assigns.*

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in Hardee and DeSoto Counties, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property").

B. Grantor and the Grantees mutually recognize the special character of the Property and have the common purpose of conserving certain values and character of the Property by conveyance to the Grantees of a perpetual conservation easement on, under, over, and across the Property, to conserve the character of the Property, continue certain land use patterns that do not significantly impair the character of the Property, and prohibit certain further development activity on the Property.

C. The Grantor and the Grantees have agreed to a partnership between the Trustees and the District for the purposes of conserving and protecting the Conservation Values of the Property.

D. The specific conservation values of the Property are documented in the "Baseline Inventory Report for the Horse Creek Ranch Conservation Easement Tract in Hardee and DeSoto Counties, Florida", dated XXXX ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices of DEP and is incorporated by this reference. A copy of the Baseline Documentation is available from the DEP on request.

E. Grantees are agencies authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

F. Grantees agree by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

G. The fact that any use of the Property that is expressly prohibited by the terms of this Easement may become greatly more economically valuable than uses allowed by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Easement has been considered by Grantor in granting this Easement and by Grantees in accepting it.

To achieve these purposes, and in consideration of \$10.00 and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantees a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

#### **ARTICLE I. DURATION OF EASEMENT**

This Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantees against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

#### **ARTICLE II. PURPOSE OF EASEMENT**

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve portions of the Property as productive farmland and forest land that sustains for the long term both the economic and conservation values of the Property and its environs, through management guided by the following principles:

- Protection of scenic and other distinctive rural character of the landscape;
- Maintenance of soil productivity and control of soil erosion;
- Maintenance and enhancement of wildlife and game habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance or creation of a healthy balance of uneven aged timber classes;
- Maintenance or improvement of the overall quality of the timber resource;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas;
- Maintenance of economically viable agricultural practices that protect the landscape as a working enterprise in harmony with the open space and scenic qualities of the Property;
- Maintenance of existing upland/wetland natural communities;
- Restoration of disturbed upland/wetland natural communities.

The above purposes are hereinafter sometimes referred to as "the Conservation Purposes". Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Conservation Purposes of this Easement.

#### **ARTICLE III. RIGHTS GRANTED TO THE GRANTEES**

To accomplish the Conservation Purposes of this Easement the following rights are conveyed to Grantees by this Easement:

- A. The right to enforce protection of the conservation values of the Property;
- B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the

gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

C. The right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantees shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

E. The right of ingress and egress to the Property.

F. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

G. A right to notice of intent to sell. The terms of this right are such that if Grantor intends to sell the Property, or any interest therein or portion thereof, Grantor shall deliver to Grantees notice of such intent, and shall, in good faith, afford Grantees an opportunity to negotiate the acquisition of the Property, or such portion thereof or interest therein that Grantor intends to sell. If Grantees desire to negotiate the acquisition of the Property, or such portion thereof or interest therein, Grantees shall so notify Grantor within 30 days after receipt of Grantor's notice of intent. If Grantor and Grantees are unable, in good faith to agree to terms of an acquisition of the Property, or such interest therein or portion thereof as applicable, within 120 days from said notice to Grantees, Grantor may sell the Property free of the right granted herein. If the Property, or such portion thereof or interest therein as is applicable, has not sold within one year after Grantees' notice to Grantor that Grantees do not intend to negotiate acquisition of the property or within one year after failure to reach agreement to terms of an acquisition, any intent to sell the Property thereafter shall require renewed notice to Grantees. This right of notice shall not be triggered by sales or transfers between Grantor and lineal descendants of Grantor or entities in which Grantor owns a majority of the controlling interests. The right or notice granted herein applies to the original Grantor and to said original Grantor's, heirs, successors and assigns.

H. The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a legally recognizable claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property.

I. The right to be indemnified by Grantor for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known to the Grantor to the best of Grantor's knowledge.

J. The right to have the Property maintained as reflected on the Baseline Documentation, as the Property may develop through the forces of nature hereafter, subject only to the exercise of Grantor's Reserved Rights, and the Rights Granted to the Grantees, as described in this Easement.

K. If Grantor fails to cut and remove timber damaged by natural disaster, fire, infestation or the like, then the right, but not the duty, of Grantees, in its sole discretion to cut and remove said timber. Any such cutting and removal by Grantees shall be at the expense of Grantees and all proceeds from the sale of any such timber shall inure to the benefit of Grantees.

#### **ARTICLE IV. PROHIBITED USES**

The Property shall be maintained to preserve the Conservation Purposes of this Easement. Without limiting the generality of the foregoing Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are expressly prohibited or restricted:

A. No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

B. The exploration for and extraction of oil, gas, minerals, dolostone, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances either directly or indirectly by Grantor or on Grantor's behalf or with the joinder or consent of Grantor in any application for a permit so to do, under and by virtue of the authority of a grant or reservation or other form of ownership or of interest in or control over or right to such substances, except as reasonably necessary to combat erosion or flooding, or except as necessary and lawfully allowed for the conduct of allowed activities.

C. Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Provided, however, Grantor may continue to operate, maintain, or replace existing ground water wells incident to allowed uses on the Property, subject to legally required permits and regulations. Notwithstanding this restriction, Grantor shall be allowed to dig one well for each residence allowed under Article V and to deepen existing watering holes or dig new watering holes for cattle, so long as the excavation does not exceed one (1%) percent of the improved pasture area as defined or depicted on the Baseline Documentation (the "Improved Pasture Areas").

D. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of any portions of the Property having historical or archaeological significance. Grantor shall notify the Florida Department of Historical Resources or its successor ("FDHR") if historical, archaeological or cultural sites are discovered on the Property, and any site deemed to be of historical or archaeological significance shall be afforded the same protections as significant sites known to exist at the time of entering into this easement. Grantor will follow the Best Management Practices of the Division of Historic Resources, as amended from time to time.

E. The removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of trees, shrubs or other natural vegetation, including but not limited to cypress trees, except as otherwise specifically provided in this Easement. Except for domestic pasture grasses needed to support allowed cattle grazing activity approved by the Institute for Food and Agricultural Sciences, no other invasive or non-native plants may be planted on the Property. Landscaping around housing facilities located on the property may use non-native plants recommended in the Florida Friendly Landscaping™ Program. The Grantor shall, to the extent practical, control and prevent the spread of invasive or non-native plants on the Property. Grantor hereby grants to Grantee the right, in Grantees' sole discretion and at Grantees' expense, to develop and implement an invasive plant removal plan for the eradication of invasive or non-native plants on the Property. Under no circumstances shall this right conveyed to Grantees be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of the Grantees. Fertilizer application for landscape purposes shall be in accordance with label instructions.

F. Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations and confined animal feed lot operations.

G. New construction or placing of temporary or permanent buildings, mobile homes or other structures in, on or above the ground of the Property except as may be necessary by Grantor for maintenance or normal operations of the Property or during emergency situations or as may otherwise be specifically provided for hereinafter.  
For

purposes of this paragraph the term “emergency” shall mean those situations that will have an immediate and irreparable adverse impact on the Conservation Purposes.

H. The construction or creation of new roads or jeep trails.

I. There shall be no operation of motorized vehicles except on established trails and roads unless necessary: (i) to protect or enhance the Conservation Purposes of this Easement, (ii) for emergency purposes, (iii) for cattle ranching purposes, and (iv) to retrieve game that has been hunted legally.

J. Areas currently improved for agricultural activities as established by the Baseline Documentation may continue to be used for those activities. Lands that are depicted in the Baseline Documentation as being natural areas shall remain natural areas.

K. If the Property is in a spring recharge area, fertilizer use for agriculture activities shall be in accordance with agricultural best management practices recommended therefor by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time. No agricultural activities shall occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits.

L. Actions or activities that may reasonably be expected to adversely affect threatened or endangered species.

M. Any subdivision of the land except as may otherwise be provided in this Easement.

N. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Property, except that Grantees may erect and maintain signs designating the Property as land under the protection of Grantees.

O. There shall be no commercial water wells on the Property.

P. There shall be no commercial timber harvesting on the Property.

Q. There shall be no mitigation bank established pursuant to sections 373.4135 et seq. Florida Statutes, on the Property.

## **ARTICLE V. GRANTOR’S RESERVED RIGHTS**

Grantor reserves to Grantor, and to Grantor’s personal representatives, heirs, successors, and assigns, the following specified rights, which are deemed to be consistent with the Conservation Purposes of the Easement. The exercise of the Reserved Rights shall be in full accordance with all applicable local, state and federal law, as amended from time to time, as well as in accordance with the Conservation Purposes of this Easement.

A. The right to observe, maintain, photograph, introduce and stock fish or wildlife, native to the state of Florida, on the Property; to use the Property for non-commercial hiking, camping, and horseback riding, so long as the same do not constitute a danger to Grantees’ employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantees’ rights, as stated above. Grantor reserves, and shall continue to own, the hunting and fishing rights on, or related to, the Property and Grantor may lease such rights with prior notice to the Grantees, but such lease shall not require the consent or approval of the Grantees. Any lease of these rights shall be contingent upon Grantor providing Grantees with a wildlife management plan, within sixty (60) days of execution of the lease agreement, consistent with the rules and guidelines of the Florida Fish and Wildlife Conservation Commission or successor agency or organization of the state. Grantor shall not use nor allow others to use any portion of the Protected Property as a shooting range or target area.

B. The right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having

jurisdiction over controlled or prescribed burning.

C. The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Easement.

D. The right to contest tax appraisals, assessments, taxes and other charges on the Property.

E. The right to continue to use, maintain, repair, and reconstruct, but not to relocate, all existing buildings, barns, dog pens, outbuildings, fences, roads, ponds, drainage ditches and such other facilities on the Property as depicted in the Baseline Documentation. If any of the now existing facilities on the Property requires reconstruction or replacement due to depreciation, obsolescence, destruction or severe damage, the replacement structures may be increased in size no larger than one hundred twenty-five (125%) percent of the size of the original structure it replaces as documented in the Baseline Documentation, and shall be situated at the same site.

1. Notwithstanding this provision, for the four (4) existing residential areas identified in the baseline documentation, three (3) existing residences documented in the Baseline Documentation may be expanded to no more than 7,000 square feet and may have no more than three related outbuildings up to 3,000 square feet each.
2. The three (3) clustered residences shall be treated as one residential area and allowed up to 7,000 square feet for the residential use with no more than three related outbuildings up to 3,000 square feet each.
3. The total impact of the residential area included expanded residence, associated outbuildings and access driveways shall be limited to 10 contiguous acres. Any new impact shall be located at least 150 feet from any wetland area as identified in the Baseline Documentation.
4. Grantor shall submit final design and construction plans to the Grantees for review to determine compliance with the terms of this Easement prior to submittal of any local application for construction or building permits. Grantees shall have thirty (30) business days within which to provide Grantor with any comments.

F. The right to exclusive use of the improvements depicted in the Baseline Documentation and as otherwise allowed in this Easement.

G. The right to continue existing agricultural practices as depicted in the Baseline Documentation. Grantor may use commonly accepted fertilizers, pesticides and herbicides, so long as Grantor uses agricultural best management practices as may be adopted from time to time by the Florida Department of Agriculture and Consumer Services ("FDACS") or its successor. Grantor further agrees to adopt row crop farming practices that adhere to any future best management practices adopted by FDACS or its successor that apply to the specific types of crops the Grantor may cultivate. For those areas planted in row crops Grantor shall obtain and comply with all permits for the management of surface water and for water wells and consumptive use as may be required by the water management district having jurisdiction or any successor agency having water storage, use, and management jurisdiction over the Property.

H. The right to cultivate and harvest sod and to plant and harvest row crops from the existing pasture or hay areas, as depicted on the Baseline Documentation; provided, however, these sod and crop activities shall not exceed 1,000 acres at any given time. Grantor further agrees to adopt and adhere to agricultural best management practices published by the Florida Department of Agriculture and Consumer Services, as amended from time to time.

I. The right to host on the Property relocated endangered or threatened species or species of special concern that are native to the State of Florida.

J. The right to maintain or restore the existing natural upland and wetland communities on the Property, as depicted in the Baseline Documentation; or the right to restore the disturbed upland and wetland communities to



their native condition by engaging in activities that may include, but are not limited to, removal of invasive and non-native plant and animal species, implementation of prescribed fire, and the reintroduction of native plant and animal species in consultation with qualified public or private land management agencies.

K. The right to maintain Grantor's commercial cattle operation. The cattle operation shall be conducted in accordance with best management practices for beef cattle operations published by the Florida Department of Agriculture and Consumer Services, as amended from time to time.

L. Grantor reserves the right in the silvicultural or agricultural areas as depicted in the Baseline Documentation to construct such additional agricultural structures as may be required for its cattle operation or other approved agricultural activities, such as cattle pens constructed for temporary and periodic use of cattle, stables, equipment barns, and tool sheds so long as such structures do not significantly impair the conservation values of the property and do not exceed .003% of the entire property acreage. However, this right does not include feed lots, packing houses or structures for commercial activities not permitted by this Easement.

M. The right to construct 6 new residential areas on the Property, along with access driveways and appropriate-sized outbuildings such as barns as more particularly described hereinafter. The aggregate of each of the 6 new residential areas shall be limited to 40,000 cumulative square feet, including overhangs, porches, and other such non-heated and cooled areas, including access drives not to exceed 15 feet in width, and no more than three related outbuildings. The new residential and outbuilding impacts shall be limited to 10 contiguous acres each, including new access driveways which shall be located adjacent to existing roads within Horse Creek Ranch as depicted in the Baseline Documentation, and all of which shall be located at least 150 feet from any wetland area as identified in the Baseline Documentation. Grantor shall submit final design and construction plans to the Grantees for review to determine compliance with the terms of this Easement prior to submittal of any local application for construction or building permits. Grantees shall have thirty (30) business days within which to provide Grantor with any comments.

N. The right to participate in programs or projects that benefit from, enhance and/or manage the environmental attributes or permissible agricultural uses of the Property and which may also be of economic benefit to the Grantor, so long as participation in such programs is consistent or complimentary with the Conservation Purposes. The parties stipulate that participation in such projects or programs would not constitute commercial activities within the Property when the activity is consistent with existing or permitted uses under this Easement. Activities that include water storage or enhancement to impacted wetlands will be submitted to the Grantees for review to determine compliance with this Easement. Grantees shall have thirty (30) business days within which to provide Grantor with any comments.

## ARTICLE VI. GRANTEES' REMEDIES

A. **Remedies.** If Grantees determine that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantees shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantees, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantees may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantees, in their sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantees, in their sole discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantees may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantees' rights under this paragraph apply equally in the event of either actual

or threatened violations of the terms of this Easement, and Grantor agrees that Grantees' remedies at law for any violation of the terms of this Easement are inadequate and that Grantees shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantees may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantees' remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**B. Grantees' Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantees, and any forbearance by Grantees to exercise their rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantees' rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**C. Waiver of Certain Defenses.** Grantor hereby waives any defense of estoppel, adverse possession or prescription.

**D. Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

**E. Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantees and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraph VIII.A. and VIII.B.; and (3) the existence or administration of this Easement.

## **ARTICLE VII. NO PUBLIC ACCESS**

The granting of this Easement does not convey to the public the right to enter the Property for any purpose whatsoever, and Grantees will cooperate with Grantor in the enforcement of this prohibition.

## **ARTICLE VIII. MISCELLANEOUS**

**A. Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

**B. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantees with satisfactory evidence of payment upon request. Grantees are authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

**C. Extinguishment.** If circumstances arise in the future such as render the Conservation Purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantees

shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph VIII.D. Grantees shall use all such proceeds in a manner consistent with the Conservation Purposes of this grant or the purposes of the bond or statutory program under which Grantees obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantees intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

**D. Proceeds.** This Easement constitutes a real property interest immediately vested in Grantees, which, for the purposes of paragraph VIII.C., the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

**E. Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantees shall be entitled to compensation in accordance with applicable law.

**F. Assignment.** This Easement is transferable, but Grantees may assign its rights and obligations under this Easement only to allowed entities under §193.501, Florida Statutes, and §704.06, Florida Statutes, whose purposes include the conservation of land or water areas or the preservation of sites or properties. As a condition of such transfer, Grantees shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Additionally, Grantees acknowledge that releases or conveyance of certain rights under this Easement is subject to §193.501, Florida Statutes, and Grantees shall comply with the provision of §193.501, Florida Statutes, to the extent it is applicable to this Easement.

**G. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantees of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Easement or limit its enforceability in any way.

**H. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

**I. Recordation.** Grantees shall record this instrument and any amendments in timely fashion in the official records of Hardee and DeSoto Counties, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

**J. Non-Homestead Certification.** Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

**K. Amendments.** The terms and provisions of this Easement may be amended by the mutual consent of the parties hereto. No amendment shall be effective until executed with the formality of a deed and recorded in the public records. The Grantor acknowledges that amendments that release or convey certain rights under this Easement may be subject to §193.501, Florida Statutes, and any such amendments shall comply with the provisions of §193.501, Florida Statutes, to the extent it is applicable to such amendment.

L. **Controlling Law.** The laws of the State of Florida shall govern the interpretation and performance of this Easement.

M. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

N. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

O. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

P. **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.

Q. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

R. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

S. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**TO HAVE AND TO HOLD** unto Grantees, their successors, and assigns forever.

**IN WITNESS WHEREOF** Grantor and Grantees have set their hands on the day and year first above written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]**

GRANTOR  
CARLTON HORSE CREEK PARTNERS, LLC

\_\_\_\_\_  
Witness as to Grantor

\_\_\_\_\_  
Doyle E. Carlton, III

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date signed by Seller

\_\_\_\_\_  
Witness as to Grantor

Phone No. \_\_\_\_\_  
8 a.m. – 5 p.m.

\_\_\_\_\_  
Printed Name of Witness

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

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

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization; this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Doyle E. Carlton, III as \_\_\_\_\_ for and on behalf of \_\_\_\_\_. Such person(s) (Notary Public must check applicable box):

☐ is/are personally known to me.  
☐ produced a current driver license(s).  
☐ produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

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

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

GRANTEE as to Parcel A:

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

BY DIVISION OF STATE LANDS OF THE STATE  
OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Witness as to Grantee

BY: \_\_\_\_\_  
Callie DeHaven, Director

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness as to Grantee

\_\_\_\_\_  
Date signed by Grantee

\_\_\_\_\_  
Printed Name of Witness

Approved as to Form and Legality

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

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

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization; this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Callie DeHaven, Director, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

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

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

GRANTEE as to Parcel B:

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

(Corporate Seal)

By: \_\_\_\_\_  
Joel Schleicher, Chair

ATTEST:

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

Approved as to Form and Legality

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

#### 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 \_\_\_\_\_, 2022, by Joel Schleicher, Chair and Michelle Williamson, as Secretary of the Governing Board of the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District, who are personally known to me.

(Notary Seal)

\_\_\_\_\_  
Notary Public

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

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

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



# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

## APPRAISAL MAP REVIEW MEMO

**TO:** Amy Phillips, Government Operation Consultant III  
Bureau of Real Estate Services

**FROM:** Jorge Alonso, PSM  
Bureau of Survey & Mapping

Signature: Jorge Alonso

Date: 07/08/2022

**PROJECT NAME:** Horse Creek Ranch (Parcel A – East)

**OWNER'S NAME:** Horse Creek Partnership

**PARCEL ID:** (see next sheet)

First 8 characters in Parcel ID numbers indicate Section, Township and Range.

**COMMENTS:** The parcels are vacant and abut private lands on all sides.

**AREAS: Total = 11,957 ac.+/-** (Wetlands – 2,885; Uplands – 9,072)

- A portion of the property appears to be waterfront (Horse Creek is not a sovereign waterbody).
- Title information dated June 17, 2022 has been reviewed.
- Physical and legal access is via C.R. 665 & C.R. 663.
- The legal description was derived from the title information referenced above and is attached as Exhibit "A".
- The boundaries, areas and wetlands were derived from the Florida Department of Revenue GIS Data and Hardee and DeSoto Counties, GIS data.

**The description, areas, boundary and encumbrances are subject to change with an accurate field survey and title insurance commitment.**



Parcel ID Numbers: (East)

26-36-24-0000-0030-0000  
06-37-24-0000-0010-0000  
35-36-24-0000-0090-0000  
19-36-24-0000-0010-0000  
20-36-24-0000-0012-0000  
33-36-24-0000-0010-0000  
29-36-24-0000-0010-0000  
20-36-24-0000-0010-0000  
30-36-24-0000-0010-0000  
21-36-24-0000-0010-0000  
34-36-24-0000-0010-0000  
27-36-24-0000-0010-0000  
22-36-24-0000-0010-0000  
28-36-24-0000-0010-0000  
31-36-24-0000-0010-0000  
32-36-24-0000-0010-0000  
05-36-24-0000-06580-0000  
07-36-24-0000-05320-0000  
07-36-24-0000-01660-0000  
31-35-24-0000-09320-0000  
06-36-24-0000-09800-0000  
05-36-24-0000-02400-0000  
36-35-23-0000-07520-0000  
07-36-24-0000-08720-0000  
07-36-24-0000-07520-0000  
04-36-24-0000-07410-0000  
07-36-24-0000-09320-0000  
04-36-24-0000-01250-0000  
15-36-24-0000-03120-0000  
07-36-24-0000-01220-0000  
36-35-23-0000-09950-0000  
01-36-23-0000-05320-0000  
05-36-24-0000-10020-0000  
09-36-24-0000-10020-0000  
16-36-24-0000-10010-0000  
18-36-24-0000-10020-0000  
06-36-24-0000-10020-0000  
17-36-24-0000-10010-0000  
08-36-24-0000-10010-0000  
07-36-24-0000-05020-0000

## EXHIBIT "A"

The NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , Less the South 242 feet of the West 748 feet thereof, and the East  $\frac{1}{2}$  of the SE  $\frac{1}{4}$ ; the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; the South 242 of the W 748 feet of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , all of Section 36; all lying and being in Township 35 South, Range 23 East, Hardee County, Florida;

Together with:

The SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 31, Township 35 South, Range 24 East, Hardee County, Florida;

Together with:

The E  $\frac{3}{4}$  of the NE  $\frac{1}{4}$  of Section 1, Township 36 South, Range 23 East, Hardee County, Florida;

Together with:

The S  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  and the S  $\frac{1}{4}$  of the N  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 4; and

That portion of the following described property which lies Westerly of the West right of way line of S.R. 663 as the right of way exists as of February 13, 1998; the Northwest Quarter; the North Three Quarters of the North Half of the Southwest Quarter, of Section 4; and

The East One-Eighth of the Northeast Quarter, and the North Three Quarters of the East Quarter of the Northeast Quarter of the Southeast Quarter of Section 5, lying in Township 36 South, Range 24 East; and

The W  $\frac{15}{16}$ th of N  $\frac{1}{2}$ , and that part of the S  $\frac{1}{2}$  of Section 5, described as:

Commence at the Northeast corner of the SW  $\frac{1}{4}$  and run East 200 feet to the POINT OF BEGINNING, thence run South 4° 45' East 1,500 feet, thence West 860.7 feet, thence South to the South boundary of the Section, thence East along the South boundary of the Section to the Southeast corner of the Section, thence North to the Northeast corner of the S  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , thence West to the West boundary of the E  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , thence North along the West boundary of the E  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  to the North boundary of the SE  $\frac{1}{4}$ , thence West to the Point of Beginning;

and

The East 1/2 of SE 1/4 of Section 6, Township 36 South, Range 24 East, Hardee County, Florida; AND:

Those parts of Section 5, Township 36 South, Range 24 East, Hardee County, Florida, described as follows: The West 3/4 of the SW 1/4; and Begin at the NE corner of the SW 1/4 and run South 1360 feet along the east boundary of the SW 1/4, run West to the West line of the East 1/4 of SW 1/4, run North along said West line 1360 feet to the north line of the SW 1/4, run thence east to the point of beginning; and Begin at the NE corner of the SW 1/4 and run east 200 feet, thence South 4 degrees 45' east a distance of 1550 feet, thence West a distance of 860.7 feet, thence North 4 degrees 45' west a distance of 200 feet, thence East a distance of 660.7 feet, thence North 4 degrees 45' West a distance of 1350 feet to the P.O.B.

LESS:

That part of the South 1/2 of Section 5 and the East 1/2 of the Southeast 1/4 of Section 6, Township 36 South, Range 24 East, Hardee County, Florida, being described as follows: Begin at the Southwest corner of said section 5 and run South 89°59'58" East and along the South line of said Section 5 a distance of 1977.81 feet; thence North 4°31'25" West a distance of 1233.59 feet; thence North 89°36'43" East a distance of 840.56 feet; thence North 5°19'01" West a distance of 1092.08 feet; thence South 88°40'37" West a distance of 880.06 feet; thence North 25°43'16" West a distance of 171.79 feet; thence North 65°09'42" West a distance of 147.76 feet; thence South 89°21'06" West and running from said Section 5 into said Section 6 a distance of 2852.32 feet; thence South 0°02'36" East a distance of 2484.34 feet to a point on the South line of said Section 6; thence South 89°53'30" east and along said South line a distance of 1318.87 feet to the Point of Beginning, Subject to road right of way.

and

All of Section 6, Less the SW 1/4 of the SW 1/4 and Less the E 1/2 of the SE 1/4; and

The SE 1/4; The E 1/2 of the NW 1/4 of the NE 1/4; and The W 3/4 of the NE 1/4, Less the E 1/2 of the NW 1/4 of the NE 1/4; and

The N 1/2 of NE 1/4 of NW 1/4; the SW 1/4 of NE 1/4 of NW 1/4; the NW 1/4 of SE 1/4 of NW 1/4; the S 1/2 of SE 1/4 of NW 1/4; and that part of the E 1/2 of N 1/2 of U. S. Government Lot 2 in the NW 1/4 lying South of State Road 665 (being otherwise described as that part of E 1/2 of NW 1/4 of NW 1/4 lying South of S. R. 663); and E 1/2 of N 1/2 of S 1/2 of U. S. Government Lot 2 in the NW 1/4 (being otherwise described as the NE 1/4 of SW 1/4 of NW 1/4); and SE 1/4 of NE 1/4 of NW 1/4; and the NE 1/4 of SE 1/4 of NW 1/4;

of Section 7; and

All of Section 9, Less the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ; The S  $\frac{1}{2}$  of the S  $\frac{1}{2}$ , of Section 15, lying West of S.C.L.R. Railroad; All of Section 18 lying East of Horse Creek, Less the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; and All of Sections 8, 16 & 17 All lying and being in Township 36 South, Range 24 East, Hardee County, Florida.

AND:

The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 23; All of Section 24, Less the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ; All of Sections 25 and 36; the West  $\frac{1}{2}$  of Section 26; and the East  $\frac{1}{2}$  of Section 35;

AND:

All of Sections 19, 30 & 31 lying East of Horse Creek; lying and being in Township 36 South, Range 24 East, DeSoto County, Florida;

AND:

All of Sections 20, 21, 28, 29, 32, 33, & 34, lying and being in Township 36 South, Range 24 East, DeSoto County, Florida.

AND:

The S  $\frac{1}{2}$  of the S  $\frac{1}{2}$ , of Section 15, lying and being in Township 36 South, Range 24 East, DeSoto County, Florida.

AND:

All of Section 22, West of Railroad; All of Section 26, West of Arcadia-Limestone Road, lying and being in Township 36 South, Range 24 East, DeSoto County, Florida.

AND:

All of Section 27, Less S.A.L.R.R. Right of Way; and the West  $\frac{1}{2}$  of Section 35, lying West of Railroad, lying and being in Township 36 South, Range 24 East, DeSoto County, Florida.

AND:

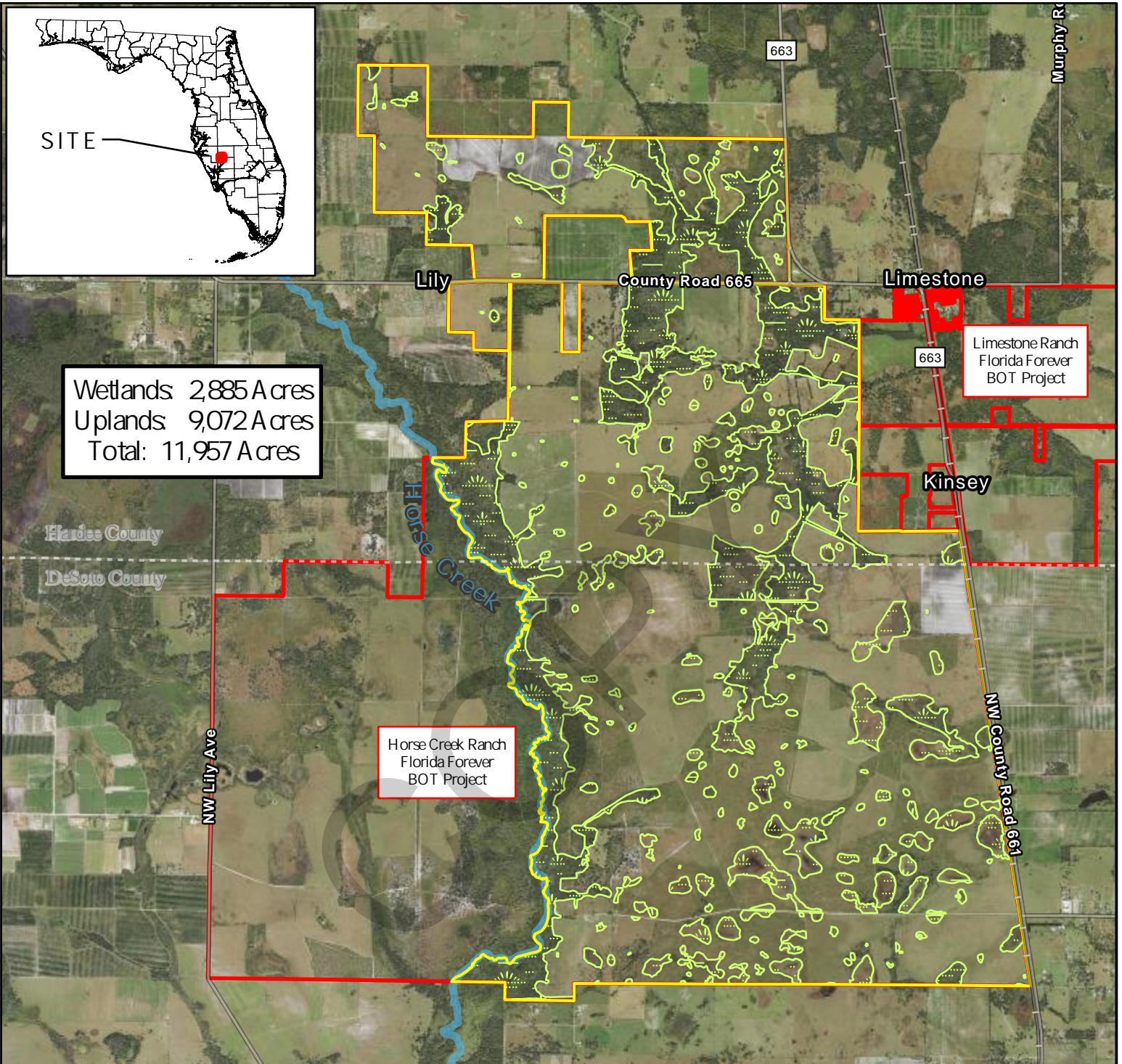
The N  $\frac{1}{2}$  of the N  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 6, Township 37 South, Range 24 East, Desoto County, Florida.

NOTE: This legal description is for appraisal purposes. There may be revisions based on a boundary survey and title commitment of the property.

BSM APPROVED

By: J.A. Date: 07/08/2022



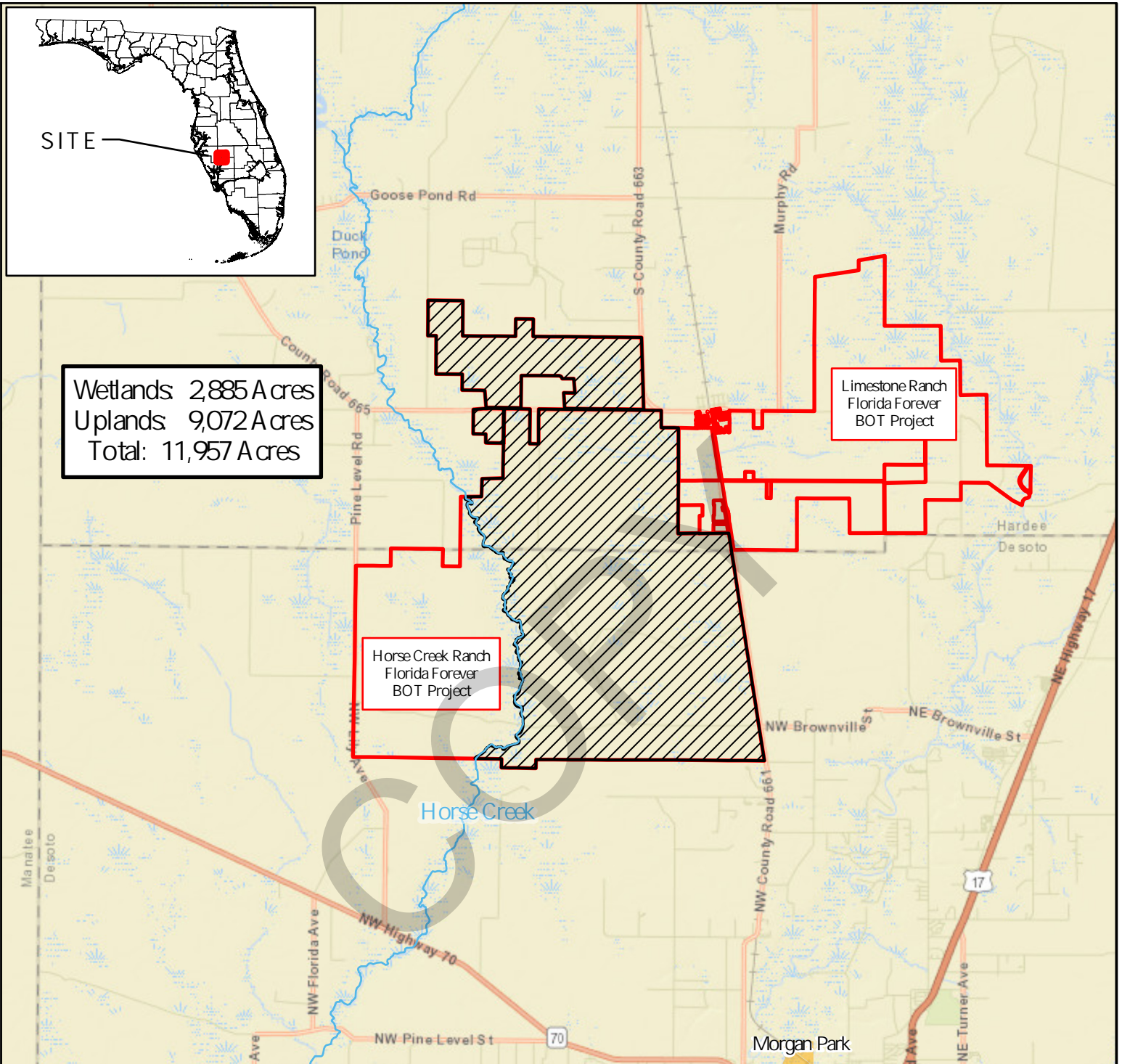


- Subject Parcel
- National Wetlands Inventory
- Florida Forever Project Boundaries

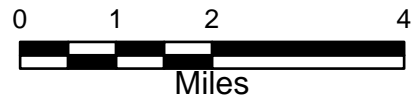


Horse Creek Ranch — East  
 Owner: Horse Creek Partnership  
 DeSoto & Hardee Counties, Florida





- Subject Parcel
- Florida Forever Project Boundaries
- City/County Managed Conservation Lands



Horse Creek Ranch — East  
Owner: Horse Creek Partnership  
DeSoto & Hardee County, Florida



# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

## APPRAISAL MAP REVIEW MEMO

**TO:** Amy Phillips, Government Operation Consultant III  
Bureau of Real Estate Services

**FROM:** Jorge Alonso, PSM  
Bureau of Survey & Mapping

Signature: Jorge Alonso

Date: 07/08/2022

**PROJECT NAME:** Horse Creek Ranch (Parcel B – West)

**OWNER'S NAME:** Horse Creek Partnership

**PARCEL ID:** (see next sheet)

First 8 characters in Parcel ID numbers indicate Section, Township and Range.

**COMMENTS:** The parcels are vacant and abut private lands on all sides.

**AREAS: Total = 4,358 ac. +/-** (Wetlands – 1,066; Uplands – 3,292)

- A portion of the property appears to be waterfront (Horse Creek is not a sovereign waterbody).
- Title information dated June 17, 2022 has been reviewed.
- Physical and legal access is via Pine Level Road.
- The legal description was derived from the title information referenced above and is attached as Exhibit "A".
- The boundaries, areas and wetlands were derived from the Florida Department of Revenue GIS Data and Hardee and DeSoto Counties, GIS data.

**The description, areas, boundary and encumbrances are subject to change with an accurate field survey and title insurance commitment.**

Parcel ID Numbers (West)

23-36-23-0000-0020-0000  
19-36-24-0000-0010-0000  
26-36-23-0000-0020-0000  
35-36-23-0000-0040-0000  
24-36-23-0000-0010-0000  
30-36-24-0000-0010-0000  
36-36-23-0000-0010-0000  
25-36-23-0000-0010-0000  
31-36-24-0000-0010-0000  
24-36-23-0000-0015-0000  
18-36-24-0000-10020-0000

COPY



EXHIBIT "A"

All of Section 18 lying West of Horse Creek Less the NW 1/4 of the NW 1/4; All lying and being in Township 36 South, Range 24 East, Hardee County, Florida.

AND

All of Sections 19, 30 and 31 lying West of Horse Creek and lying in Township 36 South, Range 24 East, Desoto County, Florida.

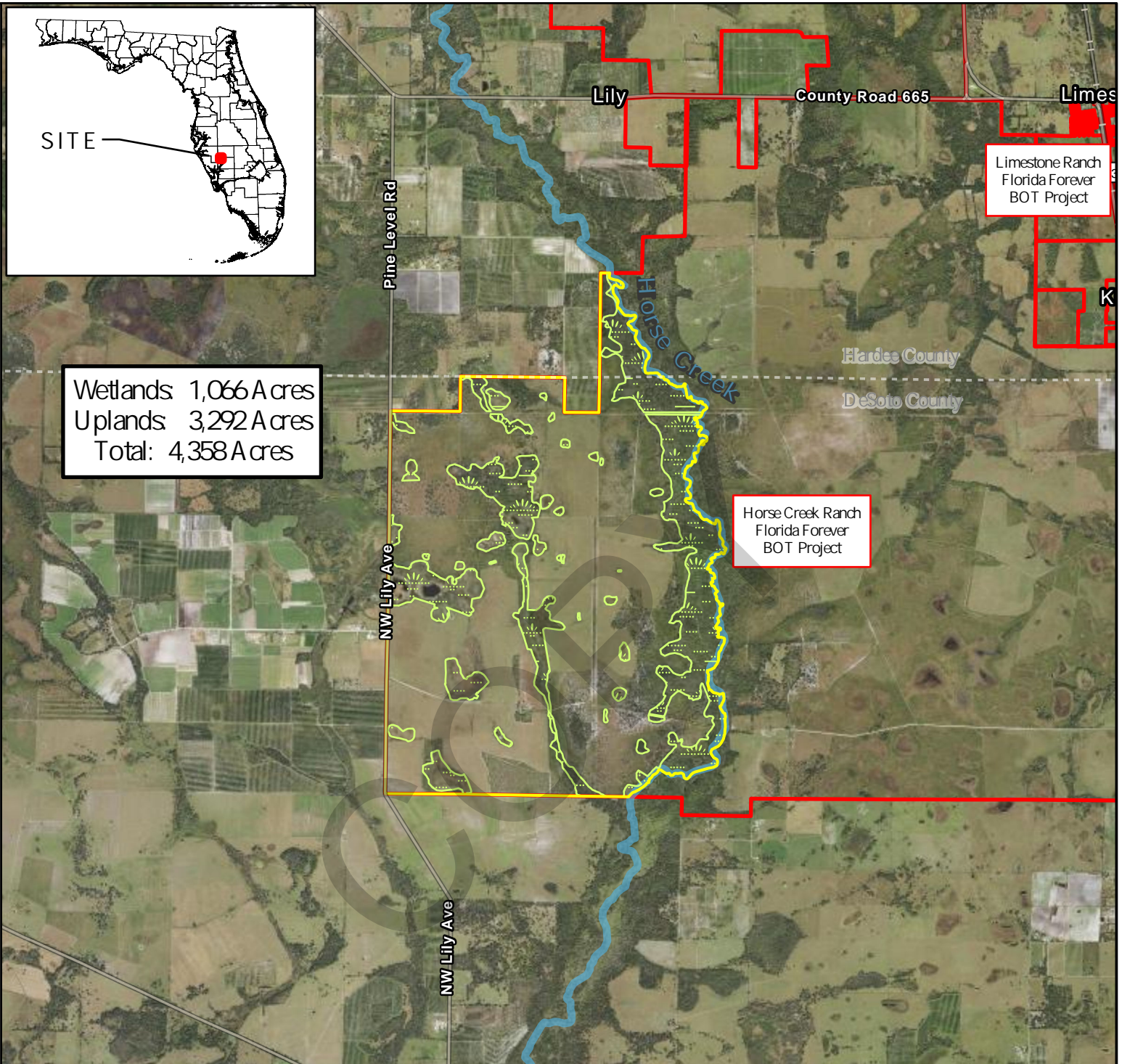
AND

The SE 1/4 of the NE 1/4 and the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 23; All of Section 24, Less the NE 1/4 of the NE 1/4; All of Sections 25 and 36; the East 1/2 of Section 26; and the East 1/2 of Section 35; All lying and being in Township 36 South, Range 23 East, Desoto County, Florida.

NOTE: This legal description is for appraisal purposes, there may be revisions based on a boundary survey and title commitment of the property.

BSM APPROVED

By: J.A. Date: 07/08/2022

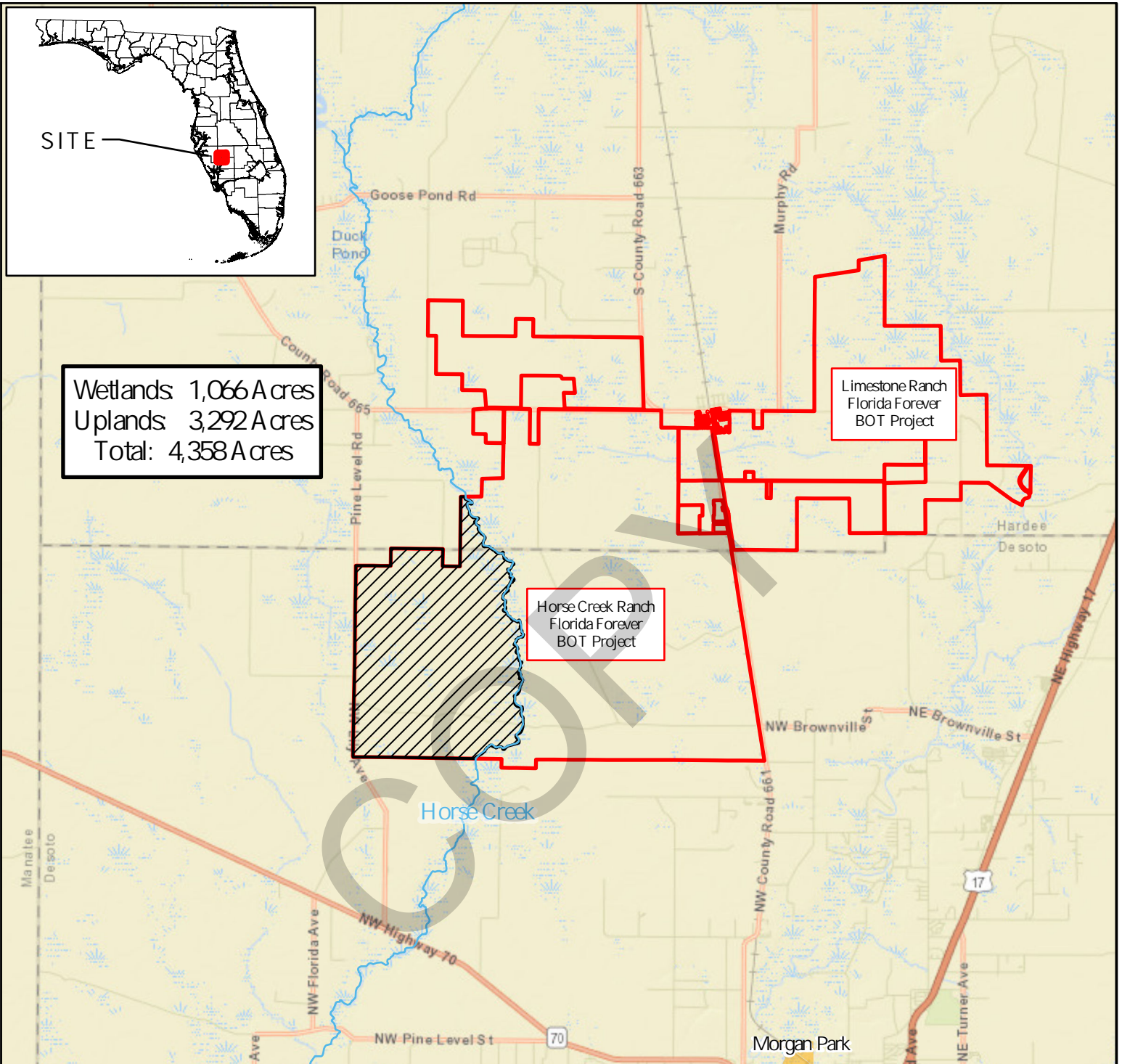


- Subject Parcel
- National Wetlands Inventory
- Florida Forever Project Boundaries

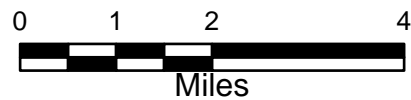


Horse Creek Ranch — West  
Owner: Horse Creek Partnership  
DeSoto & Hardee Counties, Florida





- Subject Parcel
- Florida Forever Project Boundaries
- City/County Managed Conservation Lands



**Horse Creek Ranch — West**  
 Owner: Horse Creek Partnership  
 DeSoto & Hardee County, Florida

# Governing Board Meeting

## July 26, 2022

### 6. REGULATION COMMITTEE

- 6.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion.....164
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board .....165

**REGULATION COMMITTEE**

**July 26, 2022**

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

Staff Recommendation:

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

Presenter:

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

**REGULATION COMMITTEE**

**July 26, 2022**

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

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

**Staff Recommendation:**

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

**Presenter:**

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

**Governing Board Meeting**  
**July 26, 2022**

**7. GENERAL COUNSEL'S REPORT**

<b>7.1 Discussion:</b>	Information Item: Consent Item(s) Moved to Discussion .....	166
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**GENERAL COUNSEL'S REPORT**

**July 26, 2022**

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

Staff Recommendation:

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

Presenter:

Chris Tumminia, General Counsel



**COMMITTEE/LIAISON REPORTS**

**July 26, 2022**

**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:

Kelly S. Rice, Board Member

**COMMITTEE/LIAISON REPORTS**

**July 26, 2022**

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

Staff Recommendation:

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

Presenter:

Ashley Bell Barnett, Board Member

**COMMITTEE/LIAISON REPORTS**

**July 26, 2022**

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

Staff Recommendation:

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

Presenter:

Ed Armstrong, Board Member

**EXECUTIVE DIRECTOR'S REPORT**

**July 26, 2022**

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

Staff Recommendation:

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

Presenter:

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

**CHAIR'S REPORT**

**July 26, 2022**

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

Staff Recommendation:

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

Presenter:

Joel A. Schleicher, Chair

**CHAIR'S REPORT**

**July 26, 2022**

**Discussion: Information Item: Employee Milestones**

Staff Recommendation:

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

Presenter:

Joel Schleicher, Governing Board Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	07/10/2017	Barbara Garrett	Senior Application Systems Administrator	Tampa	Information Technology	2022	07/10/2022
5	07/31/2017	Jorge Reinberg Palmar	Compliance Inspector 2	Bartow	Regulatory Support	2022	07/31/2022
5	07/31/2017	Melodie Miler	Procurement Technician	Brooksville	Procurement Services Office	2022	07/31/2022
35	07/27/1987	Ron Basso	Chief Hydrogeologist	Brooksville	Natural Systems & Restoration	2022	07/27/2022