

Governing Board Meeting

Agenda and Meeting Information

July 27, 2021

9:00 a.m.

Brooksville Office

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

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



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

An Equal
Opportunity
Employer

The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4747; or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

Final Agenda GOVERNING BOARD MEETING

**JULY 27, 2021
9:00 AM**

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

All meetings are open to the public

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

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

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

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

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

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

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

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

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

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

MEETING NOTICE

1. CONVENE PUBLIC MEETING

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

2. CONSENT AGENDA

- 2.1 **Resource Management Committee:** FARMS – Bermont Properties, LLC, Section 22, (H793), Charlotte County
- 2.2 **Resource Management Committee:** FARMS – M and R Groves, Inc. (H790), DeSoto County
- 2.3 **Operations, Lands and Resource Monitoring Committee:** Hampton Tract Resident Security Lease - SWF Parcel No. 10-200-1263X
- 2.4 **Operations, Lands and Resource Monitoring Committee:** Decline Right of First Refusal to Acquire Remainder Fee Interest, Green Swamp Wilderness Preserve, SWF Parcel No. 10-200-1230C, Lake County Ranch LLC
- 2.5 **Operations, Lands and Resource Monitoring Committee:** Easement for CFWI Thornhill Ranch Replacement Site - SWF Parcel No. 20-020-141
- 2.6 **General Counsel's Report:** Approval of Release of Conservation Easement and Quit Claim Deed - Environmental Resource Permit No. 43026119.001 - Heritage Landing f/k/a Tern Bay - Charlotte County
- 2.7 **General Counsel's Report:** Authorization to Issue Administrative Complaint and Order - Failure to Plug Abandoned Water Well - Nasib Properties, Inc. - CT Number 39945 - Hillsborough County
- 2.8 **Executive Director's Report:** Approve Governing Board Minutes - June 22, 2021

3. FINANCE/OUTREACH & PLANNING COMMITTEE

- 3.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Investment Strategy Quarterly Update
- 3.3 **Discussion:** Information Only: Investment Strategy Discussion
- 3.4 **Discussion:** Action Item: Fiscal Year (FY) 2022 Budget Development
- 3.5 **Submit & File:** Information Only: Budget Transfer Report
- 3.6 **Submit & File:** Information Only: Office of Inspector General Quarterly Update April 1, 2021 to June 30, 2021

4. RESOURCE MANAGEMENT COMMITTEE

- 4.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion
- 4.2 **Discussion:** Information Only: Fiscal Year 2023 Cooperative Funding Process

- 4.3 **Discussion:** Action Item: Pasco County Magnolia Valley Storage and Wetland Enhancement - Third-Party Review (N865)
- 4.4 **Discussion:** Action Item: Tampa Bay Water Southern Hillsborough County Booster Pump Station – Third-Party Review (Q146)
- 4.5 **Discussion:** Action Item: City of Tampa Southeast Seminole Heights Flood Relief – Third-Party Review (N949)

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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

6. REGULATION COMMITTEE

- 6.1 **Discussion:** Information Only: 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 Only: Consent Item(s) Moved to Discussion
- 7.2 **Discussion:** Information Only: Polk Regional Water Cooperative Funding Update

8. COMMITTEE/LIAISON REPORTS

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

9. EXECUTIVE DIRECTOR'S REPORT

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

10. CHAIR'S REPORT

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

ADJOURNMENT

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Effective June 21, 2021

OFFICERS	
Chair	Kelly S. Rice
Vice Chair	Joel Schleicher
Secretary	Rebecca Smith
Treasurer	Ed Armstrong

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

RESOURCE MANAGEMENT COMMITTEE
Seth Weightman
Jack Bispham
Michelle Williamson
William Hogarth

REGULATION COMMITTEE
Roger Germann
Joel Schleicher
Rebecca Smith

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

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

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

OTHER LIAISONS	
Central Florida Water Initiative	Ashley Bell Barnett
Spring Coast Steering Committee	John Mitten
Coastal & Heartland National Estuary Partnership Policy Committee	Jack Bispham
Sarasota Bay Estuary Program Policy Board	Joel Schleicher
Tampa Bay Estuary Program Policy Board	Rebecca Smith
Tampa Bay Regional Planning Council	Roger Germann

**Southwest Florida Water Management District Schedule of Meetings
Fiscal Year 2021**

5/13/2021

Governing Board Meeting

October 20, 2020 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
November 17, 2020 – 9:00 a.m., Tampa Office (Audio Visual Communication)
December 15, 2020 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
January 26, 2021 – 9:00 a.m., Tampa Office (Audio Visual Communication)
February 23, 2021 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
March 23, 2021 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
April 27, 2021 – 9:00 a.m., Brooksville Office (Audio Visual Communication)
May 25, 2021 – 9:00 a.m., Tampa Office (Audio Visual Communication)
June 22, 2021 – 9:00 a.m., Brooksville Office
July 27, 2021 – 9:00 a.m., Brooksville Office
August 24, 2021 – 9:00 a.m., Brooksville Office
September 28, 2021 – 3:00 p.m., Tampa Office

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

2021 – September 14 & 28

Agricultural & Green Industry Advisory Committee – 10:00 a.m., Brooksville Office/Audio Visual Communication

2020 – December 1

2021 – March 9, June 8, September 14

Environmental Advisory Committee – 10:00 a.m., Brooksville Office/Audio Visual Communication

2020 – October 13

2021 – January 12, April 13, July 13

Industrial Advisory Committee – 10:00 a.m., Brooksville Office/Audio Visual Communication

2020 – November 10

2021 – February 9, May 11, August 10

Public Supply Advisory Committee – 1:00 p.m., Brooksville Office/Audio Visual Communication

2020 – November 10

2021 – February 9, May 11, August 10

Springs Coast Management Committee – 1:30 p.m., Brooksville Office/Audio Visual Communication

2020 – October 21, December 9

2021 – January 6 (canceled), February 24, May 26, July 14

Springs Coast Steering Committee – 2:00 p.m., Brooksville Office/Audio Visual Communication

2020 – November 4

2021 – January 27, March 10, July 28

Well Drillers Advisory Committee – 1:30 p.m., Tampa Office

2020 – October 7 (canceled)

2021 – January 6 (canceled), April 7 (Audio Visual Communication), July 7 (canceled)

Cooperative Funding Initiative – all meetings begin at 10:00 a.m.

2021 – February 3 – Northern Region, Brooksville Office (Audio Visual Communication)

2021 – February 4 – Southern Region, Brooksville Office (Audio Visual Communication)

2021 – February 10 – Heartland Region, Brooksville Office (Audio Visual Communication)

2021 – February 11 – Tampa Bay Region, Brooksville Office (Audio Visual Communication)

2021 – April 7 – Northern Region, Brooksville Office (Audio Visual Communication)

2021 – April 8 – Southern Region, Brooksville Office (Audio Visual Communication)

2021 – April 14 – Heartland Region, Brooksville Office (Audio Visual Communication)

2021 – April 15 – Tampa Bay Region, Tampa Office (Audio Visual Communication)

Environmental Resource Permitting Advisory Group – 10:00 a.m., and

Water Use Permitting Advisory Group – 2:00 p.m., Tampa Office

2020 – November 18 (canceled)

2021 – March 31 (canceled), July 28

Meeting Locations

Brooksville Office – 2379 Broad Street, Brooksville, FL 34604

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

Governing Board Meeting
July 27, 2021

1. CONVENE PUBLIC MEETING

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1.3 Employee Recognition 6

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

1.5 Public Input for Issues Not Listed on the Agenda 8

CONVENE PUBLIC MEETING

July 27, 2021

Call to Order

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

Presenter:

Kelly S. Rice, Chair

CONVENE PUBLIC MEETING

July 27, 2021

Invocation and Pledge of Allegiance

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

Presenter:

Kelly S. Rice, Chair

CONVENE PUBLIC MEETING

July 27, 2021

Employee Recognition

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

- Karen West

Presenter:

Kelly S. Rice, Chair

CONVENE PUBLIC MEETING

July 27, 2021

Additions/Deletions to Agenda

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

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

Staff Recommendation:

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

Presenter:

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

CONVENE PUBLIC MEETING

July 27, 2021

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

Kelly S. Rice, Chair

Governing Board Meeting

July 27, 2021

2. CONSENT AGENDA

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

2.1	Resource Management Committee: FARMS – Bermont Properties, LLC, Section 22, (H793), Charlotte County	9
2.2	Resource Management Committee: FARMS – M and R Groves, Inc. (H790), DeSoto County.....	11
2.3	Operations, Lands and Resource Monitoring Committee: Hampton Tract Resident Security Lease - SWF Parcel No. 10-200-1263X	13
2.4	Operations, Lands and Resource Monitoring Committee: Decline Right of First Refusal to Acquire Remainder Fee Interest, Green Swamp Wilderness Preserve, SWF Parcel No. 10-200-1230C, Lake County Ranch LLC.....	36
2.5	Operations, Lands and Resource Monitoring Committee: Easement for CFWI Thornhill Ranch Replacement Site - SWF Parcel No. 20-020-141	57
2.6	General Counsel's Report: Approval of Release of Conservation Easement and Quit Claim Deed - Environmental Resource Permit No. 43026119.001 - Heritage Landing f/k/a Tern Bay - Charlotte County	67
2.7	General Counsel's Report: Authorization to Issue Administrative Complaint and Order – Failure to Plug Abandoned Water Well - Nasib Properties, Inc. - CT Number 39945 – Hillsborough County	72
2.8	Executive Director's Report: Approve Governing Board Minutes - June 22, 2021	73

CONSENT AGENDA

July 27, 2021

Resource Management Committee: FARMS – Bermont Properties, LLC, Section 22, (H793), Charlotte County

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Bermont Properties, LLC and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$180,000 (75 percent of total project costs). Of this amount, \$180,000 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$240,000.

Project Proposal

The District received a project proposal from Bermont Properties, LLC for a portion of their 1,500-acre citrus grove operation located 16 miles east of Punta Gorda, in eastern Charlotte County, within the Southern Water Use Caution Area (SWUCA) and Shell, Prairie, and Joshua Creek watersheds (SPJC). This project will involve the installation of a pumping station to utilize surface water collected from the surrounding watershed by an existing tailwater ditch system to offset Upper Floridan aquifer groundwater used for supplemental irrigation of 180 acres of citrus. The Water Use Permit (WUP) is issued to the East Charlotte Drainage District (ECDD) and authorizes an annual average withdrawal of 2,767,100 gallons per day (gpd) to irrigate 2,600 acres of citrus consisting of multiple grove property owners including Bermont Properties. Project components consist of one surface water irrigation pump station, filtration system, valves, and the piping necessary to connect the existing irrigation system.

Benefits/Costs

The proposed project involves water quantity and water quality best management practices for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. Using an estimated two percent savings of permitted quantities for daily irrigation, or 50,000 gpd, yields a daily cost of \$2.86 per thousand gallons of groundwater reduced over the proposed five-year contract term. This value is within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative water supplies and improved irrigation techniques for citrus grove operations. This project will also reduce mineralized groundwater impacts to SPJC. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$4,782,779 remaining in its FARMS Program budget.

Staff Recommendation:

1. Approve the Bermont Properties, LLC – Section 22 project for a not-to-exceed project reimbursement of \$180,000 with \$180,000 provided by the Governing Board;
2. Authorize the transfer of \$180,000 from fund 010 H017 Governing Board FARMS Fund to the H793 Bermont Properties, LLC – Section 22 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

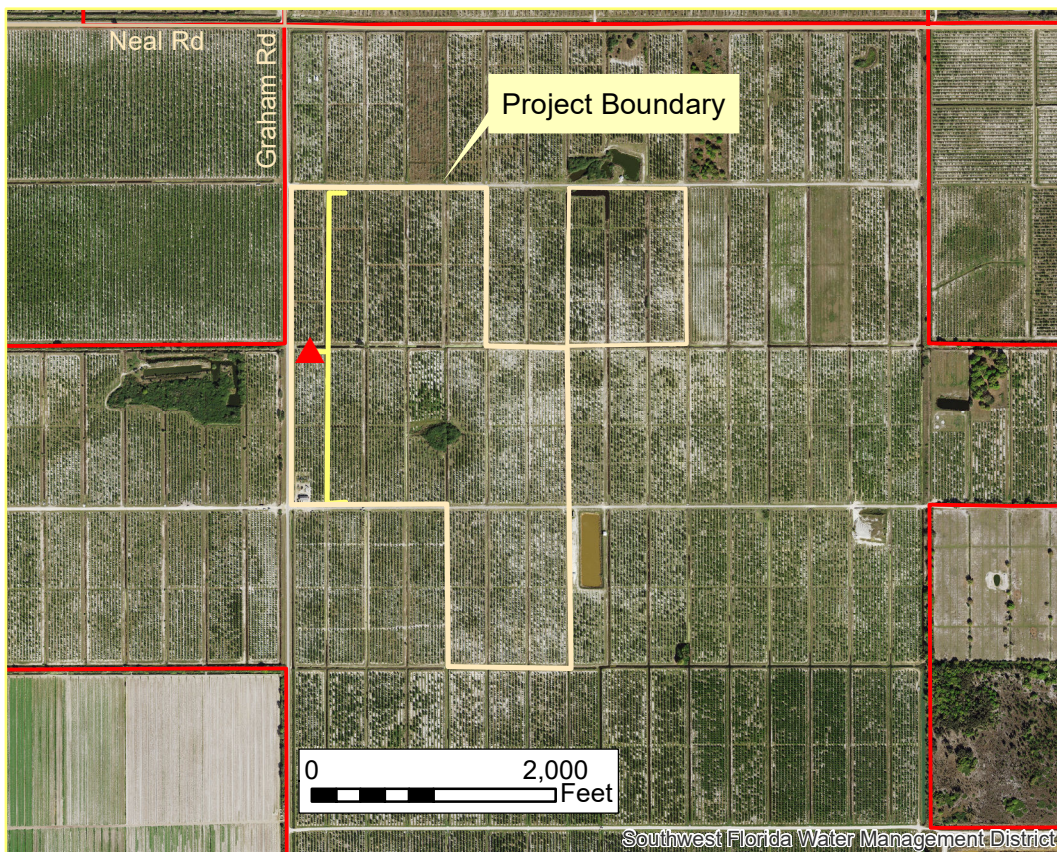
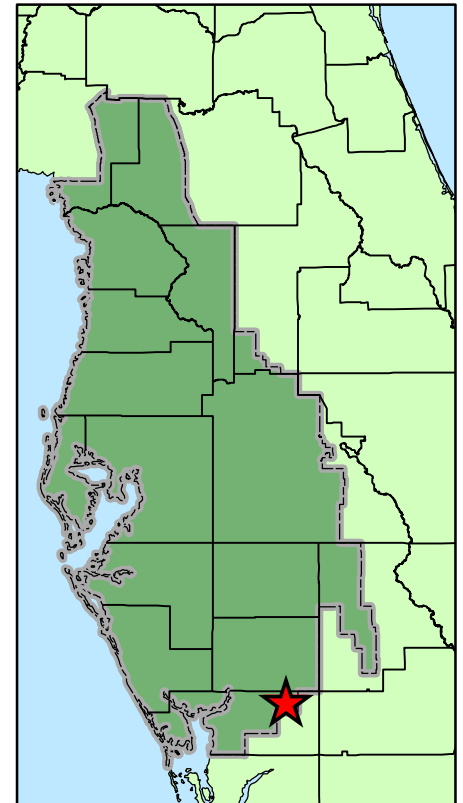
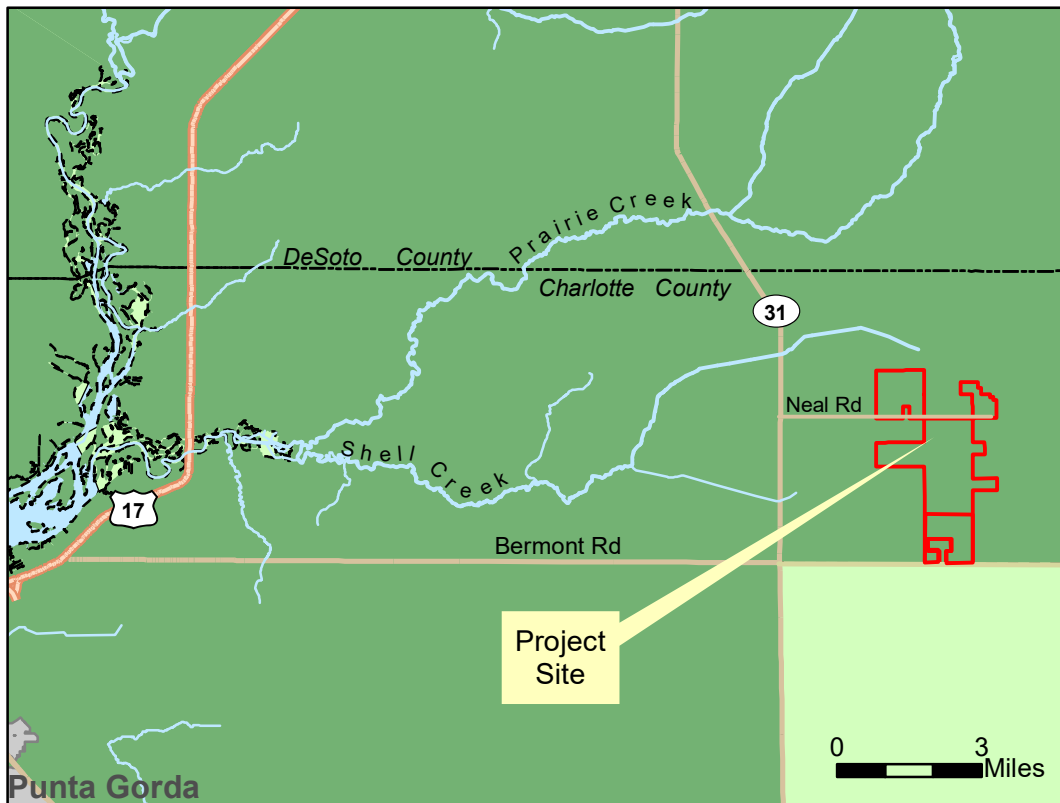
Presenter:

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




Location Map

Bermont Properties, LLC - Section 22

FARMS Project H793



Legend

-  District Boundary
-  Boundary WUP 2689
-  Proposed Surface Water Pump Station and Mainline Pipe

Charlotte County



Southwest Florida
Water Management District

CONSENT AGENDA

July 27, 2021

Resource Management Committee: FARMS – M and R Groves, Inc. (H790), DeSoto County

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with M and R Groves, Inc., and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$96,235 (75 percent of total project costs). Of this amount, \$96,235 is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$128,314.

Project Proposal

The District received a project proposal from M and R Groves, Inc., for their 92-acre property located northwest of Arcadia, DeSoto County, within the Southern Water Use Caution Area (SWUCA) and Horse Creek watersheds. This project will involve irrigation conversion from an overhead irrigation system to microirrigation for 20-acres of blueberries. The Water Use Permit (WUP) authorizes an annual average withdrawal of 159,000 gallons per day (gpd) for 52 acres of blueberries. Project components consist of a filtration system, automation, and microirrigation components needed to connect to the existing irrigation system.

Benefits/Costs

The proposed project involves water quantity and water quality best management practices for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. Using an estimated sixteen percent savings of permitted quantities for daily irrigation, or 25,000 gpd, yields a daily cost of \$3.06 per thousand gallons of groundwater reduced over the proposed five-year contract term. This value is within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of improved irrigation techniques for blueberries operations. This project will also reduce mineralized ground water impacts to Horse Creek. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$4,782,779 remaining in its FARMS Program budget.

Staff Recommendation:

1. Approve the M and R Groves, Inc., project for a not-to-exceed project reimbursement of \$96,235 with \$96,235 provided by the Governing Board;
2. Authorize the transfer of \$96,235 from fund 010 H017 Governing Board FARMS Fund to the H790 M and R Groves, Inc. fund;
3. Authorize the Division Director to sign the agreement.

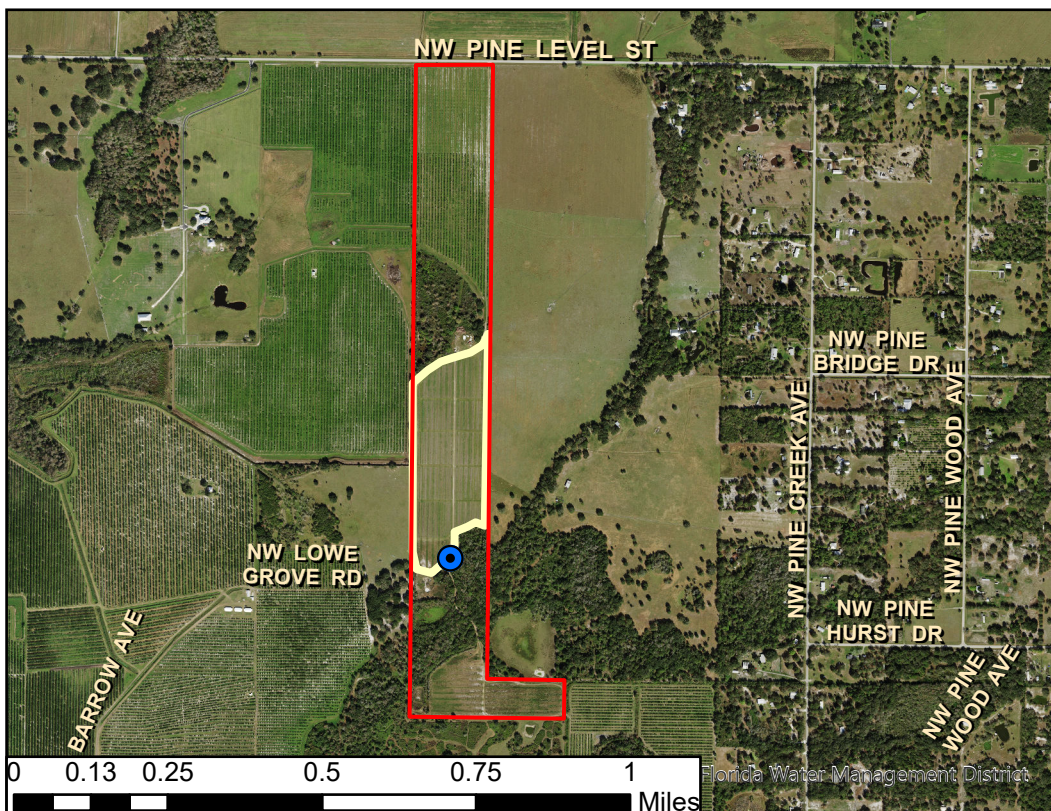
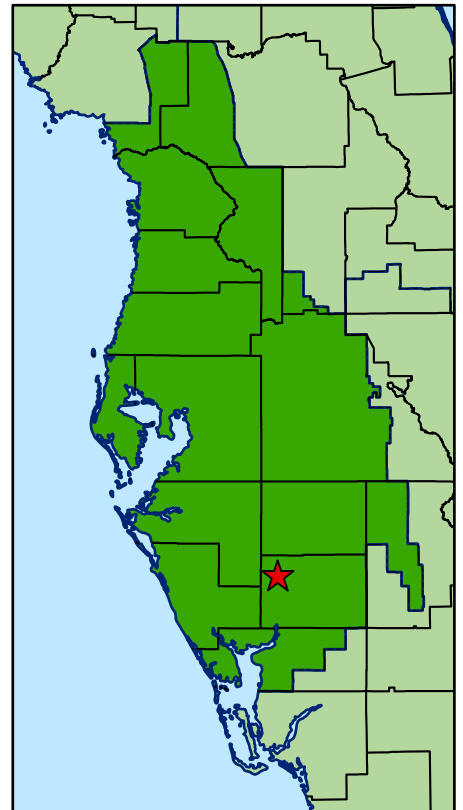
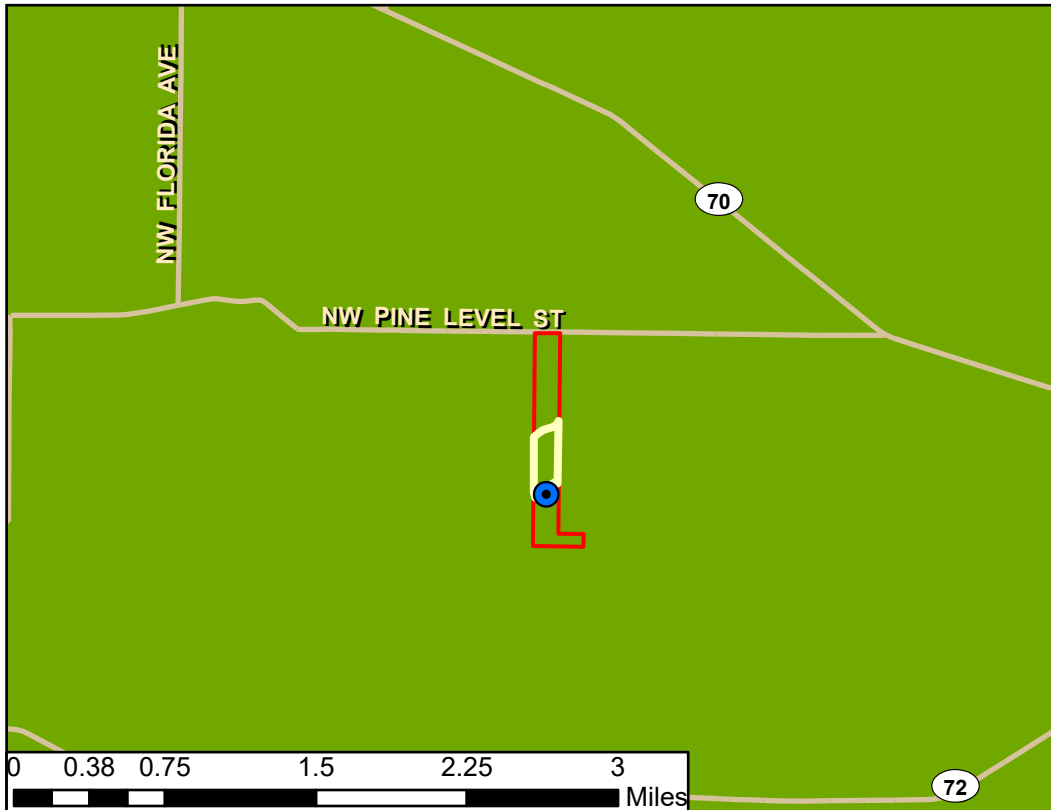
Presenter:

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

Location Map

M and R Groves, Inc.

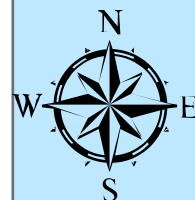
FARMS Project H790



Legend

- Existing Groundwater Well
- Project Area
- WUP 10379 Boundary

DeSoto County



Southwest Florida
Water Management District

MTB 06/18/2021
2020 Aerial
2012 NAVTEQ

CONSENT AGENDA

July 27, 2021

Operations, Lands and Resource Monitoring Committee: Hampton Tract Resident Security Lease - SWF Parcel No. 10-200-1263X

Purpose

Approve and execute a three-year lease agreement (Lease) for the residence at Hampton Tract with Kaila Munkwitz, a sworn law enforcement officer and employee of the Florida Fish and Wildlife Conservation Commission (FWC). Officer Munkwitz will provide the District with a security presence and patrol hours for Hampton Tract 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 260,000 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. One approach to protect the natural resources and provide a security presence on District conservation lands is through resident security officers.

The District accomplishes our resource protection goals by partnering with FWC through an enhanced patrol agreement. In addition, the District provides three housing opportunities for sworn law enforcement officers. The sites, one house at Green Swamp – West Tract, one house at Lake Hancock, and one mobile home at Green Swamp – Hampton Tract, were acquired as part of past land transactions and as an efficiency measure are utilized as residences for law enforcement officers. 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 March 26, 2019, the District entered into a lease with FWC Officer Gilberto Resendez. On September 26, 2019, Officer Munkwitz assumed the lease with the District from Officer Resendez. The Lease was amended on August 24, 2020 and ran through March 26, 2021. Since that time, it has been renewed on a month-to-month basis and Officer Munkwitz has been providing reliable security service to the District.

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 Munkwitz has been an asset to the District by reporting fence cuts and vandalism, answering calls for service, and ensuring the safety of the campground.

Staff Recommendation:

Approve, accept, and authorize the Governing Board Chair to sign the Lease Agreement for Hampton Tract - SWF Parcel No. 10-200-1263X on behalf of the District.

Presenter:

Ellen Morrison, Land Resources Bureau Chief

**LEASE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
KAILA MUNKWITZ**

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 KAILA MUNKWITZ, 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 requires the assistance of an off-duty, certified law enforcement officer to provide security and to patrol 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: Kaila Munkwitz
14980 Rock Ridge Road
Lakeland, Florida 33809

3. **TERM.** The 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 may be renewed triennially at the sole discretion of the DISTRICT by the Division Director for Operations Lands and Resource Monitoring (Division Director). Written notice of the DISTRICT'S intent to renew, modify, or terminate this Agreement will be provided to the OFFICER 30 days prior to the expiration of this Agreement.
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 90th 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 her 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

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

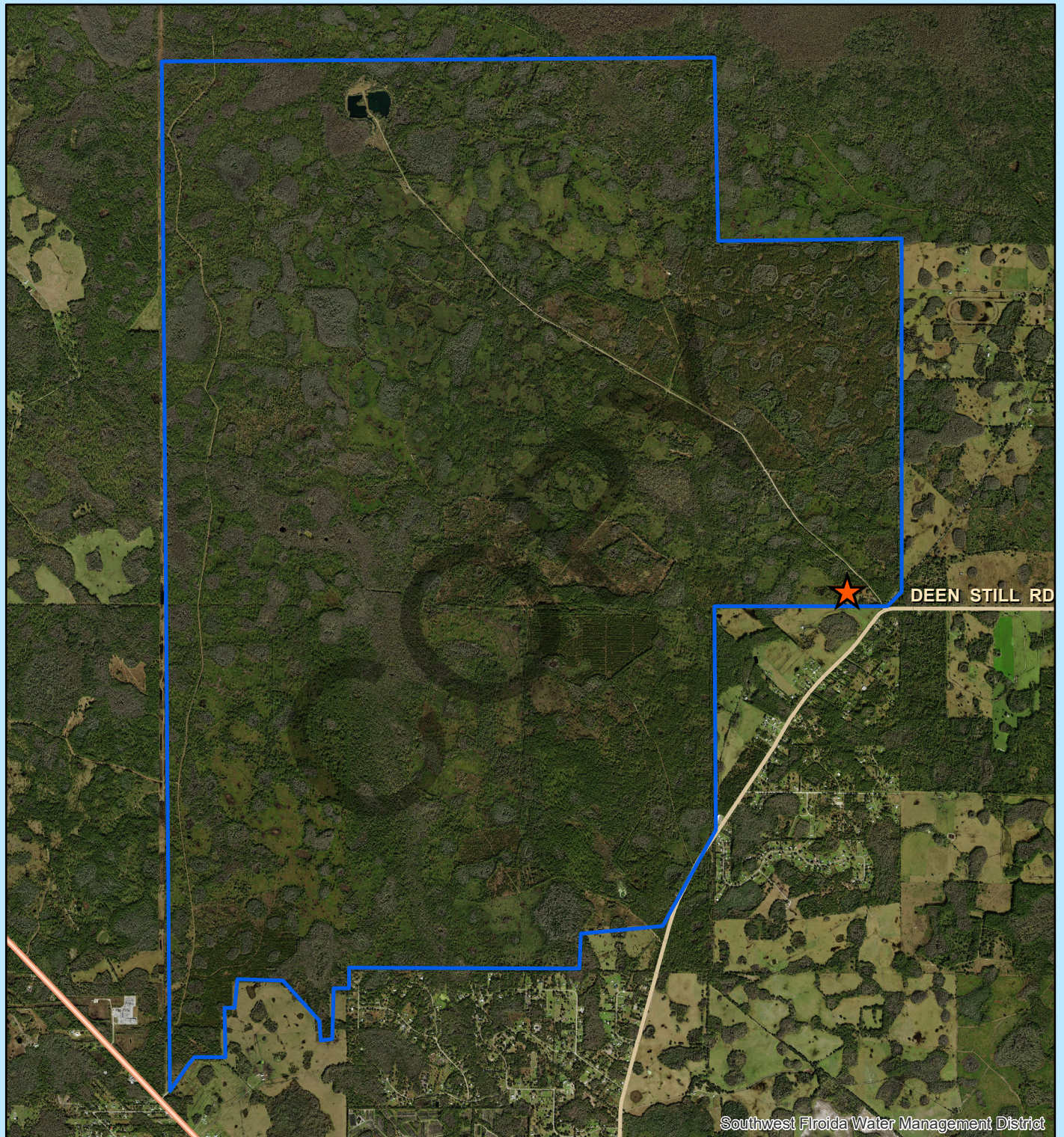
By: _____ Date
Kelly S. Rice, Governing Board Chair

OFFICER

By: _____ Date
Kaila Munkwitz

COPY

**Exhibit A - Map of the District Lands
Green Swamp Wilderness Preserve - Hampton Tract
Resident Security Lease
SWF Parcel No. 10-200-1263X**



Southwest Florida
Water Management District

Legend

- District Lands
- ★ Security Residence

0 1,800 3,600 7,200 Feet

Land Resources
June 15, 2021
Aerial Date - 2020



**Exhibit B - Residence
Green Swamp Wilderness Preserve - Hampton Tract
Resident Security Lease
SWF Parcel No. 10-200-1263X**



Southwest Florida
Water Management District

Legend

- District Lands
- Lease Area

0 70 140 280 Feet

Land Resources
June 15, 2021
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

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(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

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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.

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(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.

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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

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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

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
Green Swamp Wilderness Preserve - Hampton Tract
Resident Security Lease
SWF Parcel No. 10-200-1263X



Southwest Florida
Water Management District

Legend

- District Lands
- Lease Area

0 70 140 280 Feet

Land Resources
 June 15, 2021
 Aerial Date - 2020



CONSENT AGENDA**July 27, 2021****Operations, Lands and Resource Monitoring Committee: Decline Right of First Refusal to Acquire Remainder Fee Interest, Green Swamp Wilderness Preserve, SWF Parcel No. 10-200-1230C, Lake County Ranch LLC***Purpose*

The purpose of this item is to recommend the Governing Board decline the right of first refusal to purchase the remainder fee simple interest over SWF Parcel 10-200-1230C encumbered by a conservation easement (Conservation Easement) held by the District, included as Exhibit 1. The Conservation Easement encumbers approximately 733 acres located in Lake County within the District's Green Swamp Wilderness Preserve Project. General location and property maps are included as Exhibits 2 and 3, respectively.

Background and History

The District identifies lands eligible for acquisition through the Board-approved Florida Forever Work Plan. The lands are identified in the plan for either fee simple acquisitions or for the acquisition of less-than-fee interests, i.e., a conservation easement. Less than fee acquisitions consist of the purchase of certain rights, such as development rights, that are intended to ensure that natural systems and water resources remain in their existing state and protected in perpetuity. Acquisition of a conservation easement may include a "right of first refusal" to acquire the fee interest in the encumbered property. This "right" is perpetual, running with the land, and remains in effect regardless of whether the District has declined a previous offer.

The District originally acquired the Conservation Easement in 2001. The Lake County Property Appraiser's assessment records indicate that the "just value" for the property is currently set at \$1,632,643 or \$2,227 per gross acre. The right of first refusal in the Conservation Easement requires notification of the Grantor's (owner's) intent to sell the property, or any portion thereof, and that an offer be extended to sell the property to the District. In accordance with these requirements the District received a notice of intent to sell the property from the owner. District staff has evaluated the potential acquisition of the remainder fee interest and determined that the Conservation Easement is adequate to protect the natural systems and water resource benefits and that acquisition of the fee is not necessary.

Benefit/Costs

The terms and conditions of the Conservation Easement are adequate to protect the water resources of the property. The benefits of acquiring the remainder fee simple interest would be minimal.

Staff Recommendation:

- Approve declining the right of first refusal to purchase the remainder fee simple interest for SWF Parcel No. 10-200-1230C that is subject to a District conservation easement.
- Authorize the Executive Director to execute the necessary documents to decline the right of first refusal on SWF Parcel 10-200-1230C.

Presenter:

Ellen Morrison, Land Resources Bureau Chief

SWF Parcel No. 10-200-1230C

Approved by Attorney: P.H.

Tax I.D. Nos. 27-23-24-0003000000500,

28-23-24-000400001100, 28-23-24-000400001000,

33-23-24-000100000201, 33-23-24-000100000200,

33-23-24-000400000400, 34-23-24-000200000100,

34-23-24-0001000001300, 34-23-24-0001000001400,

34-23-24-0001000001500

Doc# 2001016759

Book: 1913

Pages: 1071 - 1087

Filed & Recorded

02/27/2001 02:28:16 PM

JAMES C. WATKINS

CLERK OF CIRCUIT COURT

LAKE COUNTY

RECORDING \$ 69.00

TRUST FUND \$ 9.00

DEED DOC STAMP \$ 2,799.30

INDEXING \$ 5.00

PERPETUAL CONSERVATION EASEMENT

This Indenture, made and entered into this 20th day of February 2001, by and between Raymond W. Bronson, Minnie Audrey Bronson, Dennis Bronson, Valerie Bronson, Clifford Purvis, Marsha Bronson Purvis and Deborah Bronson Churchville f/k/a Deborah Bronson Sims, whose address is 11150 Bronson Road, Clermont, Florida 34711, hereinafter referred to as "the Grantors," and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter referred to as "the Grantee."

WITNESSETH:

Whereas, the Grantors are the owners in fee simple of certain real property lying and being situated in Lake County, Florida, more specifically described in Exhibit "A," attached hereto and incorporated herein by reference, hereinafter referred to as "the protected property"; and

Whereas, the Grantors and the Grantee mutually recognize the natural, scenic and special character of the protected property and have the common purpose of conserving certain natural values and character of the protected property by conveyance to the Grantee of a Perpetual Conservation Easement on, over and across the protected property, which shall conserve the value, character, ecological integrity and hydrological integrity of the protected property, conserve and protect the animal and plant populations on the protected property, and prohibit certain further development activity on the protected property.

Now, Therefore, the Grantors, in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration in hand paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the Grantee and its successors and assigns a Perpetual Conservation Easement on, over and across the protected property for the purposes as set forth above, and pursuant to Section 704.06, Florida Statutes.

I. PROHIBITED/RESTRICTED USES

The Grantors hereby restrict the use of the protected property as follows:

1. Construction. There shall be no further construction of or the placing of new buildings, roads, signs, billboards or other advertising, or other structures on or above the ground, except that the Grantors shall have the right to maintain any and all existing buildings, roads, fences, fish ponds and drainage ditches in an attractive and usable condition without the consent of the Grantee, subject to obtaining all consent or permits lawfully required therefore. However, the construction or operation of barns, fences or other buildings necessary to agricultural activities is permitted. The construction of additional wells for agricultural purposes is acceptable, subject to obtaining all consent or permits lawfully required therefore. The existing family campground complete with well, septic and electricity currently on the property is considered an acceptable use. Four (4) future single-family residential structures are an approved use, provided the sites are identified on the base-line natural resources inventory and boundary survey.

2. Dumping. Except as provided by law, there shall be no dumping or placing of soil, trash, solid or liquid 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 defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the protected property. However, this provision shall not be construed to prevent the deposit of household waste or animal waste generated on the protected property.

3. Exotics. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC), except bahia pasture grasses approved for domestic use. There shall be management and control of any occurrence of nuisance exotic or non-native plants to the degree practical. Management and control applies to the following unless others are observed during monitoring events: Brazilian Pepper, Melaleuca, Japanese and Old World Climbing Fern, Skunk Vine, Tropical Soda Apple, Cogon Grass, Torpedo Grass, Australian Pine, Water Hyacinth, Hydrilla, Air Potato, Chinese Tallow, Water Lettuce and Kudzu.

4. Pesticides/Herbicides. Pesticides or herbicides must be applied according to Best Management Practices (BMPs), if applicable, or in their absence in accordance with current label instructions.

5. Fertilizer. Fertilizer shall be applied as a maximum according to BMPs.

6. Mining. There shall be no exploration for or extraction of oil or gas, mining, excavation, dredging, or removal of sand, loam, peat, gravel, rock, soil, or other material, except as provided in paragraph 1.

7. Endangered Species. There shall be no adverse impacts to threatened or endangered species.

8. Archaeological, Cultural or Historical Sites. There shall be no destruction or damage to any sites of archaeological, cultural or historical significance, when any such sites have been specifically identified as such to Grantors by any United States or State of Florida agency, unless authorized or approved by the appropriate officials of the State of Florida having jurisdiction thereover.

II. RIGHTS RESERVED TO GRANTORS
(Rights not specifically reserved herein are not allowed)

Grantors reserve in perpetuity, and reserve for their successors and assigns in perpetuity, the following reserved rights, which may be exercised at any time (subject to any notice requirements set forth below):

1. Sale of Protected Property. Grantors shall have the right to sell, rent or mortgage the protected property provided that the protected property is not divided into tracts of less than 190 acres. Any such interest granted subsequent to this document shall be secondary to this Perpetual Conservation Easement.

2. Existing Agricultural Areas. Areas currently improved for agricultural activities, or cattle operation as established by a base-line natural resources inventory can continue to be used for these existing activities or converted to other agricultural activities as itemized below. Lands that are established by the base-line natural resources inventory as being native range must remain native range and lands that are established as natural lands must remain natural lands.

a. Other Agricultural Activities. Permitted agricultural activities shall be in accordance with BMPs and include the following:

- 1) livestock/farm animals (not to include commercial pig, poultry or dairy farming)

3. Silviculture. Grantors shall have the right to conduct selective forestry operations (silviculture) in accordance with BMPs on the protected property, subject to the below conditions and restrictions:

a. Upland Harvesting. Uplands shall be defined as those areas of the protected property that are not considered wetlands interpreted from aerial photography and established by the base-line inventory. The aerial photographs which shall be used as the reference basis shall be maintained at the Grantee's headquarters.

Selective pine harvesting by Grantors is permitted. After such pine harvesting, the remaining stand shall retain at a minimum approximately 25 square feet of basal area per acre and the leave trees shall be chosen from the population of the dominant and the codominant.

b. Pine Plantation Harvesting. Providing there is no introduction of "off-site" species, harvesting and replanting can continue by following BMPs in upland areas identified as currently improved in the base-line inventory.

c. Wetland Harvesting. Wetlands shall be defined as those areas of the protected property not identified as uplands and interpreted from aerial photography and established by the base-line inventory. There shall be no harvesting in wetlands.

4. Cattle Operation. Grantors shall retain the right to maintain a cattle operation as determined by United States Department of Agriculture Natural Resources Conservation Service (NRCS) guidelines. This determination shall show the number of acres of existing improved pasture and native range and the number of animal units that are acceptable. An animal unit will be defined by the NRCS. The cattle will have access to the entire protected property. This determination shall be maintained at the Grantee's headquarters office. The carrying capacity in animal units may be changed only by written agreement executed by Grantors and Grantee if in accordance with current NRCS guidelines.

5. Sod Operation. Grantors shall retain the right to harvest bahia grass sod from the upland portions of the protected property which are improved pasture as of the date of execution of this Conservation Easement; provided; however, that the Grantors may harvest no more than 50 percent of the presently improved pasture per calendar years; and provided, further, that the Grantors shall adhere to currently existing BMPs, especially as to fertilizer use.

6. Hunting and Fishing. Grantors retain hunting and fishing rights. There will be no leasing of these rights.

7. Quiet Use and Enjoyment. Grantors retain all rights to use the protected property for personal use not inconsistent with any other provisions of this document.

8. Eco-tourism Activities. Eco-tourism activities must have the written approval of the Grantee. Construction of all structures and improvements to accommodate eco-tourism must have the written approval of the Grantee.

III. GENERAL PROVISIONS

BMPs as referenced throughout this document are considered to include those practices currently approved by any or all of the following:

**U. S. Department of Agriculture Natural Resources Conservation Service (NRCS)
United States Fish and Wildlife Service
Florida Department of Agriculture and Consumer Services
Florida Fish and Wildlife Conservation Commission
Florida Forest Stewardship Program
University of Florida Institute of Food and Agricultural Sciences (IFAS)
Florida Cattleman's Association**

Grantors grant unto Grantee and its successors and assigns this Perpetual Conservation Easement to have and to hold in perpetuity.

The Grantors agree to make timely payment of all ad valorem taxes on the fee of the protected property as long as the Grantors retain fee simple title to the land.

The Grantors agree to indemnify and save the Grantee harmless from any and all liability, loss, damage, expense, judgment or claim (including attorneys' fees) arising out of any negligent or willful action or activity resulting from the Grantors use and ownership of or activities on the protected property granted herein. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the protected property.

The Grantors hereby grant to the Grantee a "Right of First-Refusal" to purchase the protected property, or any interest in the protected property, which the Grantors hereinafter wishes to sell. The Grantors shall notify the Grantee in writing of the Grantors' intent to accept an offer to sell the protected property, or any interest in it, to a third party purchaser. The Grantee shall have forty-five (45) days from receipt of said notification within which to provide the Grantee's written notice to the Grantors of the Grantee's intention to purchase the property. If the Grantee notifies the Grantors that the Grantee has decided not to purchase the protected property,

or, in the event the Grantee fails to notify the Grantors, within forty-five (45) days, of its intent to purchase the property, then the Grantors may sell the property to the person named in the Grantors' notice. If the Grantors do not sell the property to said named person, then the Grantee shall have the same right-of-first-refusal before the Grantors may accept an offer from another purchaser. This Right-of-First-Refusal shall apply to any voluntary or involuntary transfer of the property to any other entity, including a devise by will or intestacy; however, this Right-of-First-Refusal is not applicable to a transfer of the Grantors' property by the Grantors to other persons related by blood to the Grantors. The parties specifically intend that this Right-of-First-Refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors.

The Grantors also agrees to notify the Grantee in writing whenever the Grantors wish to sell the property and offer to sell the property to the Grantee. Upon receipt of such notice, the Grantee shall have the same forty-five (45) day period mentioned above to provide notice to the Grantors of the Grantee's intent to purchase. If the Grantee does not purchase the property for any reason, then the Grantors may sell the property to anyone within a one-year period. If the Grantors have not sold the property within one year, then the Grantee's Right-of-First-Refusal re-attaches to the property.

The Grantors shall assist the Grantee in the monitoring and enforcement of the terms and conditions hereof. The Grantee and its agents, employees and assigns may enter upon, over and across the protected property at any reasonable time for the purpose of insuring compliance with the terms and conditions hereof so long as such entry does not interfere with the rights and uses of the protected property retained by the Grantors. Grantee will provide Grantors with at least twenty-four (24) hours notice before any planned inspection of the protected property.

The Grantee shall not have the right to allow the general public on the protected property at any time without the prior written consent of the Grantors.

The terms and conditions hereof may be modified only by mutual agreement in writing by the Grantors and the Grantee.

In the event of violation of the terms and conditions hereof, the Grantors or the Grantee shall give written notice to the other party which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantors or by the Grantee by suit for injunctive relief or for other appropriate remedy in

equity or at law. Venue for such suit shall be in the Circuit Court in and for Lake County, Florida, unless agreed otherwise by the parties. In the event of such suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal.

All disputes, claims and questions regarding the rights and obligations of the parties are subject to arbitration. In case of dispute, either party may make a demand for arbitration by filing such demand in writing with the other party. If the parties agree on a single individual selection, there shall be one arbitrator. If no agreement as to an arbitrator is reached within thirty (30) days after demand for arbitration, there shall be three (3) arbitrators, one named in writing by the Grantors and the second by the Grantee within forty-five (45) days after demand for arbitration, and a third chosen by the two who are appointed. The single arbitrator's decision shall be binding. No one shall act as an arbitrator who in any way has a financial or ownership interest in the property. Should either party refuse or neglect to appoint an arbitrator or to furnish the arbitrators with any necessary papers or information, they are empowered by both parties to proceed ex parte. The decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitrators shall fix their own compensation, unless otherwise agreed upon, and shall assess the costs and charges of the arbitration on either or both parties.

In Witness Whereof, the parties or their lawful representatives of the parties hereto have caused this Agreement to be executed the day and year first above written.

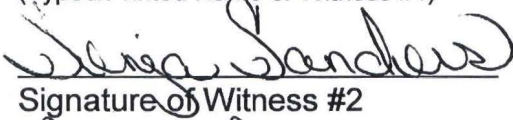
Signed, sealed and delivered
in the presence of:



Signature of Witness #1

Regina L. Jackson

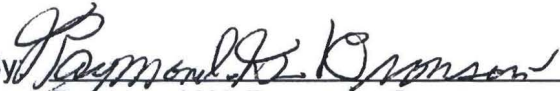
(Typed/Printed Name of Witness #1)



Signature of Witness #2

Sonia Sanders

(Typed/Printed Name of Witness #2)

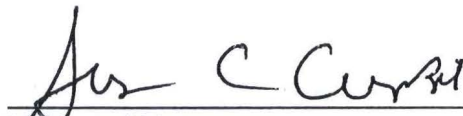
By 
Raymond W. Bronson, Grantor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 20 day of FEB 2001, by Raymond W. Bronson, who is personally known to me or has produced _____ as identification.

(Seal)


Name of Notary

(Name of Notary typed, printed or stamped)
Commission Expires: June 9, 2002
My Commission Expires: _____


[Signature]
Signature of Witness #1

Regina L. Jackson
(Typed/Printed Name of Witness #1)

[Signature]
Signature of Witness #2

Sonia Sanders
(Typed/Printed Name of Witness #2)

By: Minnie Audrey Bronson
Minnie Audrey Bronson, Grantor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 20 day of FEB, 2001, by Minnie Audrey Bronson, who is personally known to me or has produced _____ as identification.

(Seal)

[Signature]
Name of Notary

(Name of Notary typed, printed or stamped)
Commission No. SUSAN C. CUMBIE
EXPIRES: June 9, 2002
My Commission Expires: _____
Bonded Thru Notary Public Underwriters

[Signature]
Signature of Witness #1

M.R. MAHAHAN
(Typed/Printed Name of Witness #1)

[Signature]
Signature of Witness #2

JOHN A WANAT
(Typed/Printed Name of Witness #2)

By: [Signature]
Dennis Bronson, Grantor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 20th day of February 2001, by Dennis Bronson, who is personally known to me or has produced DRIVERS License as identification.



[Signature]
Name of Notary

(Name of Notary typed, printed or stamped)
Commission No. _____
My Commission Expires: 7/16/01

[Signature]
Signature of Witness #1

Nancy Bacon Jr
(Typed/Printed Name of Witness #1)

Roxanne Chapman
Signature of Witness #2

Roxanne Chapman
(Typed/Printed Name of Witness #2)

By: Valerie Bronson
Valerie Bronson, Grantor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 16 day of
Feb. 2001, by Valerie Bronson, who is personally known to me or has produced
_____ as identification.

(Seal)



Wendy Bacon Wicker
Commission # CC 987289
Expires Dec. 10, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Wendy Bacon Wicker
Name of Notary
Wendy Bacon Wicker
(Name of Notary typed, printed or stamped)
Commission No. CC 987289
My Commission Expires: 12-10-04

[Signature]
Signature of Witness #1

M.R. MAHARON
(Typed/Printed Name of Witness #1)

[Signature]
Signature of Witness #2

JOHN A WANAT
(Typed/Printed Name of Witness #2)

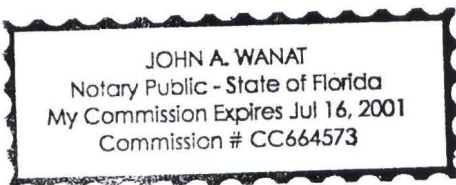
By: [Signature]
Clifford Purvis, Grantor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 20th day of February 2001, by Clifford Purvis, who is personally known to me or has produced Drivers License as identification.

(Seal)



[Signature]
Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____

My Commission Expires: 7/16/01

[Signature]
Signature of Witness #1

M.R. MAHARAN
(Typed/Printed Name of Witness #1)

[Signature]
Signature of Witness #2

JOHN A WANAT
(Typed/Printed Name of Witness #2)

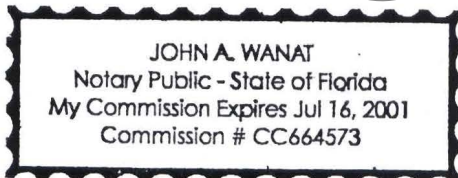
By: [Signature]
Marsha Bronson Purvis, Grantor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 20th day of February 2001, by Marsha Bronson Purvis, who is personally known to me or has produced Driver's License as identification.

(Seal)



[Signature]
Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____

My Commission Expires: 7/16/01

Lucy M. Bradford
Signature of Witness #1

LUCY M. BRADFORD
(Typed/Printed Name of Witness #1)

T.D. Churchville
Signature of Witness #2

TIM CHURCHVILLE
(Typed/Printed Name of Witness #2)

By:


Deborah Bronson Churchville
Deborah Bronson Churchville f/k/a
Deborah Bronson Sims, Grantor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16th day of February, 2001, by Deborah Bronson Churchville f/k/a Deborah Bronson Sims, who is personally known to me or has produced _____ as identification.

(Seal)

 Lisa F Combs
My Commission CC674282
Expires August 21, 2001

Lisa F. Combs
Name of Notary
Lisa F. Combs
(Name of Notary typed, printed or stamped)
Commission No. CC674282
My Commission Expires: 8/21/01

Southwest Florida Water Management
District Grantee

By: 

Fritz H. Musselmann, Land Resources Director


Signature of Witness #1

M.R. MAHAGAN
(Typed/Printed Name of Witness #1)


Signature of Witness #2

STEVE E. BLASCHKA
(Typed/Printed Name of Witness #2)




ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 13TH day of FEBRUARY 2001, by Fritz H. Musselmann, Land Resources Director of the Southwest Florida Water Management District. He is personally known to me.

 M. R. Mahagan
Commission # CC990091
Expires Jan. 16, 2005
Bonded Thru
Atlantic Bonding Co., Inc.


Name of Notary

M.R. MAHAGAN
(Name of Notary typed, printed or stamped)

Commission No. CC 990091

My Commission Expires: JAN. 16, 2005

This instrument prepared by:
Wayne Alfieri, Deputy General Counsel
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-6899

sortease\10-200-1230C-pce-Bronson 02-12-01

Southwest Florida Water Management District
GREEN SWAMP BASIN
Green Swamp Project

SWF Parcel No. 10-200-1230C

February 20, 2001

The Southwest 1/4 of the Southwest 1/4 of SECTION 27, TOWNSHIP 23 SOUTH, RANGE 24 EAST, Lake County, Florida.

AND

Tracts 43 and 44, Groveland Farms, SECTION 28, TOWNSHIP 23 SOUTH, RANGE 24 EAST, according to the Plat thereof as recorded in Plat Book 2, pages 10 & 11, Public Records of Lake County, Florida.

AND

Those portions of SECTION 28, TOWNSHIP 23 SOUTH, RANGE 24 EAST, Lake County, Florida, described as follows;

The South 1/2 of the Northeast 1/4 of the Southeast 1/4;

The South 1/2 of the Southeast 1/4.

AND

That part of SECTION 33, TOWNSHIP 23 SOUTH, RANGE 24 EAST, Lake County, Florida, lying Easterly of the abandoned Seaboard Coastline Railroad, now Rails to Trails (Van Fleet Trail).

AND

The Northwest 1/4 of the Southwest 1/4 of SECTION 34, TOWNSHIP 23 SOUTH, RANGE 24 EAST, Lake County, Florida.

AND

That part of the Northwest 1/4 of SECTION 34, TOWNSHIP 23 SOUTH, RANGE 24 EAST, Lake County, Florida, lying Westerly of the following described line: Begin at the southeast corner of said Northwest 1/4 of Section 34; Thence North 00°13'38" East along the east line of said Northwest 1/4, 419.21 feet; Thence North 89°05'13" West, 200 feet; Thence North 39°45'02" West, 1089.58 feet; Thence North 45°40'32" East, 941.93 feet; Thence North 00°23'05" East, 722.29 feet to the north line of aforesaid Northwest 1/4 and the end of said line.

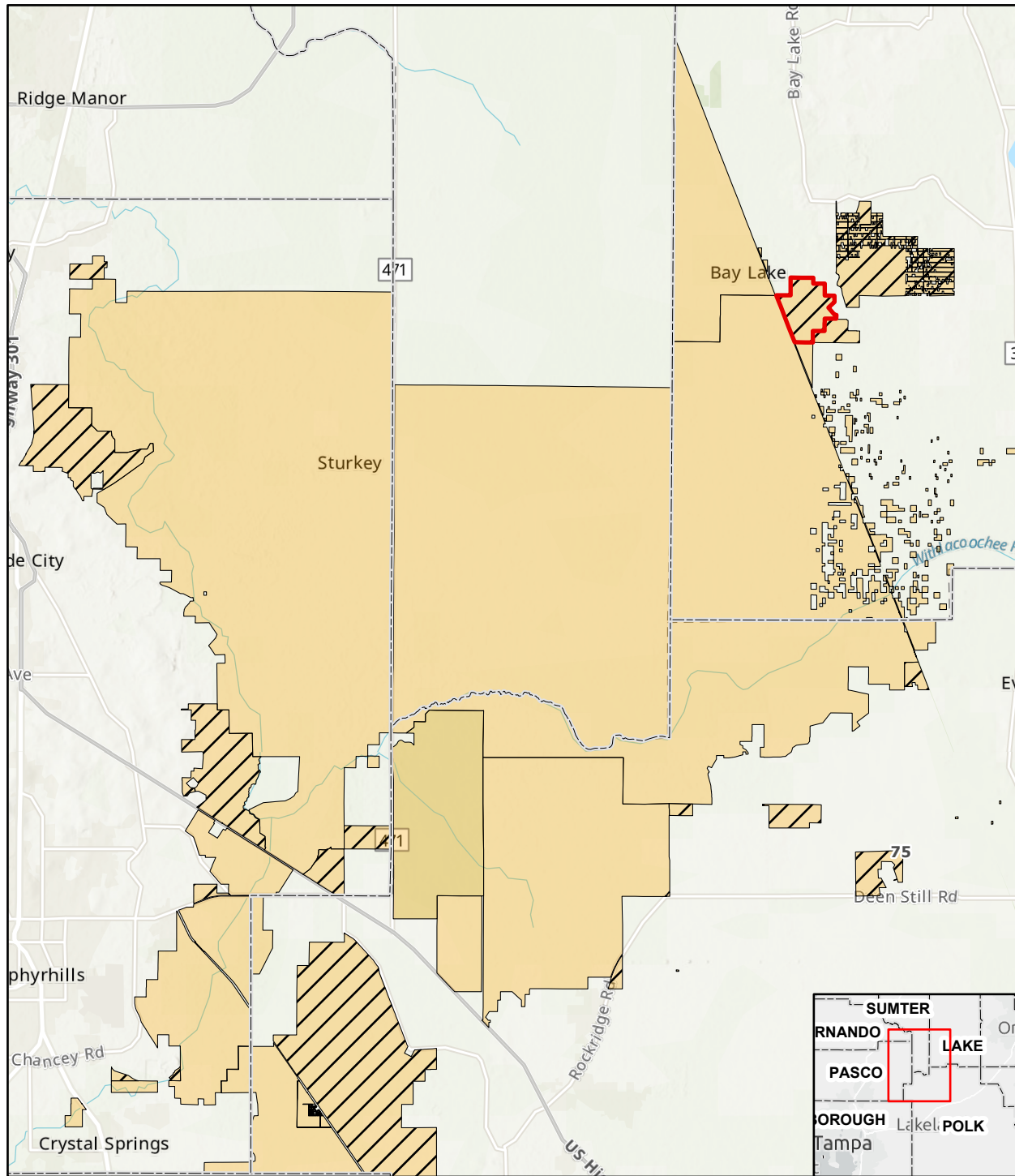
AND

TOGETHER WITH an ingress and egress easement lying in SECTIONS 27 & 34, TOWNSHIP 23 SOUTH, RANGE 24 EAST, Lake County, Florida, described as follows:

Commence at the southeast corner of the Northwest 1/4 of said Section 34; Thence North 00°13'38" East along the east line of said Northwest 1/4, 419.21 feet; Thence North 89°05'13" West, 200 feet; Thence North 39°45'02" West, 1089.58 feet to the beginning of a 12 feet wide easement lying Southeasterly of and adjoining the following described line: Thence North 45°40'32" East, 941.93 feet to the end of said 12 feet wide easement and the beginning of a 24 feet wide easement lying 12 feet on each side of the following described center line: Thence North 45°40'32" East, 113.45 feet; Thence North 47°16'24" East, 138.76 feet; Thence North 47°56'29" East, 315.18 feet; Thence North 49°29'39" East, 605.91 feet; Thence North 46°10'48" East, 42.87 feet; Thence North 41°53'07" East, 20.77 feet to the westerly right-of-way of Calvin Lee Road, said side lines of easement to terminate at said westerly right-of-way line.

RAS
GS1230C.wpd

Exhibit 2 Lake County Ranch LLC Location Map



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

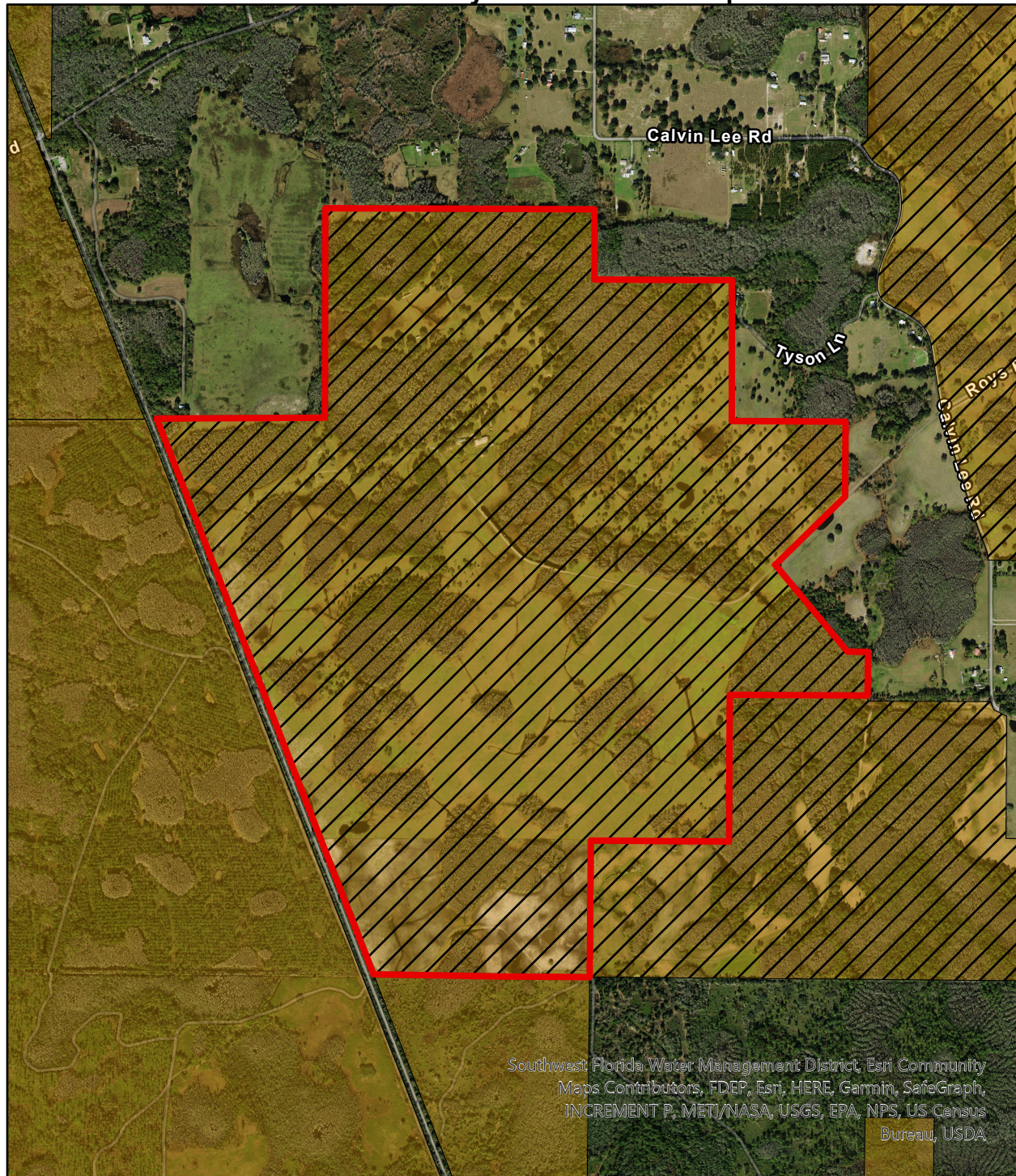
- Lake County Ranch (SWF Parcel No. 10-200-1230C)
- Fee Simple
- Conservation Easement




0 1 2
Miles



Southwest Florida
Water Management District

Exhibit 3 Lake County Ranch LLC Site Map



-  Lake County Ranch (SWF Parcel No. 10-200-1230C)
-  Fee Simple
-  Conservation Easement

0 750 1,500
US Feet



Southwest Florida
Water Management District

CONSENT AGENDA**July 27, 2021****Operations, Lands and Resource Monitoring Committee: Easement for CFWI Thornhill Ranch Replacement Site - SWF Parcel No. 20-020-141***Purpose*

The purpose of this item is to request approval of a new Easement Agreement between the District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (BOT). This Easement Agreement is for the purpose of re-establishing a temporary construction area to facilitate the construction of an additional well and conduct aquifer performance testing at an existing data collection site. The agency managing the property, the Florida Fish and Wildlife Conservation Commission, is in support of this project. The Easement including a general location and site map, is included as Exhibit 1.

Background

Data collection began at the Thornhill Ranch Deep (Upper Floridan aquifer) well in 1983 and at the Thornhill Ranch Shallow well in 1986. The two wells were impacted by development of private property, however, and a replacement well site was identified. A new Easement Agreement was obtained on October 30, 2017, to construct the replacement wells and add an additional Upper Floridan well for future aquifer performance testing at the site which were completed in Fiscal Year 2019.

Data collection within this area of Polk County is sparse, and the well cluster is necessary to support the minimum options requirement set forth by the Central Florida Water Initiative's (CFWI) Data, Monitoring, and Investigations Team (DMIT) Work Plan. The CFWI is a collaborative water supply planning effort designed to identify sustainable water sources and develop strategies to address water demands within a five-county region in east-central Florida. The DMIT is tasked with reevaluating resource needs and has determined a Lower Floridan aquifer below middle confining unit I well will be beneficial in the area. Data gathered from the Thornhill Ranch wells will improve the District's understanding of the hydrogeologic framework of central and eastern Polk County, enhance groundwater modeling, and provide for assessment of potential withdrawal-related impacts to water resources within the District and CFWI area. This new Easement Agreement will re-establish the temporary construction area that was in place with the original Easement Agreement from 2017 and allow the District to construct the new Lower Floridan aquifer below middle confining until I well and conduct aquifer performance testing on the existing Upper Floridan aquifer permanent and temporary monitor wells.

Benefits/Costs

The total cost to install one permanent Lower Floridan aquifer I well is approximately \$200,000. Funds to install this well were budgeted in FY2021. The data collection and maintenance costs are estimated to be \$278 annually. There are no construction costs related to the aquifer performance testing since the Upper Floridan aquifer wells have already been installed.

Deliverables

District will share data with the managing agency per the easement agreement.

Staff Recommendation:

- Approve the Easement Agreement and authorize the Executive Director to sign on behalf of the District.

Presenter:

Ellen Morrison, Land Resources Bureau Chief

Exhibit 1

This Easement was prepared by:

Jay Sircy

Bureau of Public Land Administration

Division of State Lands

Department of Environmental Protection, MS 130

3900 Commonwealth Boulevard,

Tallahassee, Florida 32399-300

AID# 42227

WME1

[2.01 acres +/-]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

**EASEMENT AGREEMENT
Well Monitoring Site**

Easement Number 33358

THIS EASEMENT AGREEMENT is hereby made and entered into this _____ day of _____, 20____, by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "GRANTOR", and the **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, its successors and assignees, hereinafter referred to as "GRANTEE."

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of certain real property located in **Polk** County, Florida, as more particularly described in Exhibit "A", attached hereto, which is managed by the Florida Fish and Wildlife Conservation Commission ("Managing Agency") under GRANTOR'S Lease Number **4066** and by reference made a part hereof; and

WHEREAS, GRANTEE desires to utilize GRANTOR'S property only for the purpose of a temporary construction area; and

WHEREAS, the Managing Agency has agreed to the proposed use of the land subject to this easement; and

WHEREAS, GRANTOR is desirous of granting to GRANTEE an easement for the aforementioned purpose.

NOW THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, GRANTOR and GRANTEE, both intending to be legally bound, hereby agree as follows:

1. GRANTOR hereby grants to GRANTEE, its agents, representatives and employees the non-exclusive right, privilege and permission to utilize the property described in Exhibit "A", hereinafter referred to as "Easement Area", as further described and limited herein.

- a. Temporary Construction Area. GRANTOR grants to GRANTEE a non-exclusive easement for the purposes of the temporary construction of a well monitoring site on and upon the property described in Exhibit "A" as the "Temporary Construction Area", and as depicted on the map included as part of Exhibit "A".

2. GRANTOR does hereby grant to GRANTEE an easement for a period of three years commencing on _____, and ending on _____, unless sooner terminated pursuant to the provisions of this easement.

3. GRANTOR and Managing Agency retain the right to use the Easement Area in any manner not inconsistent with the rights granted to GRANTEE.

4. GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE'S respective areas of responsibility under this easement or arising out of GRANTEE'S respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. GRANTEE is responsible for, and to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of GRANTEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

5. Prior to initial use of the Easement Area by GRANTEE, GRANTEE shall give Managing Agency, at least forty-eight hours notification.

6. GRANTEE shall contact the Florida Geological Survey prior to drilling and shall submit well cuttings for the state repository if requested.

7. GRANTEE will provide copies of the monitoring results, as they become available, to the Managing Agency.

8. GRANTEE shall not allow the general public to access, utilize or go upon the Easement Area.

9. Clearing vegetation during installation or removal of the monitoring equipment without the consent and supervision of the Managing Agency is prohibited.

10. Upon termination of this Easement Agreement, GRANTEE shall, at GRANTEE'S sole cost and expense, remove all equipment, accessories, and material owned by GRANTEE from the Easement Area. Upon abandonment, each well will become a fixture on the well site which the GRANTEE will plug pursuant to Rule 40D-3.531 F.A.C., and GRANTEE will restore said Easement Area to as good a condition as it was before GRANTEE entered upon it. GRANTEE will complete said removal, plugging, and restoration within sixty days of the date upon which GRANTEE ceases its operations on the Easement Area.

11. Should GRANTOR elect to maintain one or more wells for its own use upon abandonment of any well by GRANTEE, the well(s) will remain unplugged and GRANTOR thereafter agrees to assume full responsibility for same.

12. The installation and removal of the monitoring well materials as well as restoration of the sites will be done under the supervision of the Managing Agency. Prior to installation of the well(s), GRANTEE shall obtain the written consent of the State of Florida Department of State, Division of Historical Resources.

13. This Easement Agreement may not be assigned or transferred without prior written approval of GRANTOR.

14. This Easement Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified by an instrument of equal formality signed by the respective parties.

15. For purposes of this Easement Agreement, all notification shall be provided as follows:

Department of Environmental Protection Division of State Lands Bureau of Public Land Administration 3900 Commonwealth Blvd, MS130 Tallahassee, FL 32399-3000	Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34604-6899	Florida Fish and Wildlife Conservation Commission 620 S Meridian Street Tallahassee, FL 32399-1600
---	---	---

16. The following special conditions shall apply to this Easement Agreement:

a. Well construction per well will not exceed one hundred eighty days without the written consent of the Managing Agency.

b. If fencing is needed, GRANTEE shall install and maintain fencing at GRANTEE'S sole cost and expense. Fencing shall not exceed eight feet in height. GRANTEE shall provide to GRANTOR and Managing Agency a set of keys to all fence gates.

- c. GRANTOR or Managing Agency shall not physically disturb the well casings or covers (water meter boxes) in any way without prior approval from GRANTEE.
- d. Prior to entering the Easement Area, GRANTEE shall contact the Managing Agency.
- e. GRANTEE'S use of the Easement Area shall not interfere with the operations of the Managing Agency.

[Remainder of page intentionally left blank;

Signature page follows]

COPY

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of
Florida 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

Original Signature

Print/Type Name of Witness

“GRANTOR”

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before by means of ____ physical presence or ____ online notarization me this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida 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. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:


DEP Attorney

02-18-2021
Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

**SOUTHWEST FLORIDA WATER MANAGEMENT
DISTRICT**

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Brian Armstrong, Executive Director

Original Signature

Print/Type Name of Witness

“GRANTEE”

**STATE OF FLORIDA
COUNTY OF PUTNAM**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 20 ____, by Brian Armstrong, Executive Director, for and on behalf of the Southwest Florida Water Management District. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Notary Public, State of Florida

SWFMD Attorney

Date

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

EXHIBIT "A"

**SWFWMD Thornhill Wells Relocation
CFWI Data Collection Site – SWF Parcel No. 20-020-141**

Legal Description Parcel 20-020-141 (Temporary Construction Area)

A parcel of land lying within the Northeast 1/4 of Section 24, Township 26 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

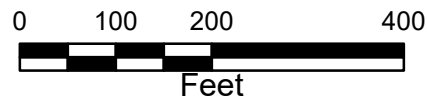
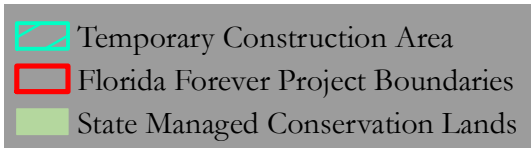
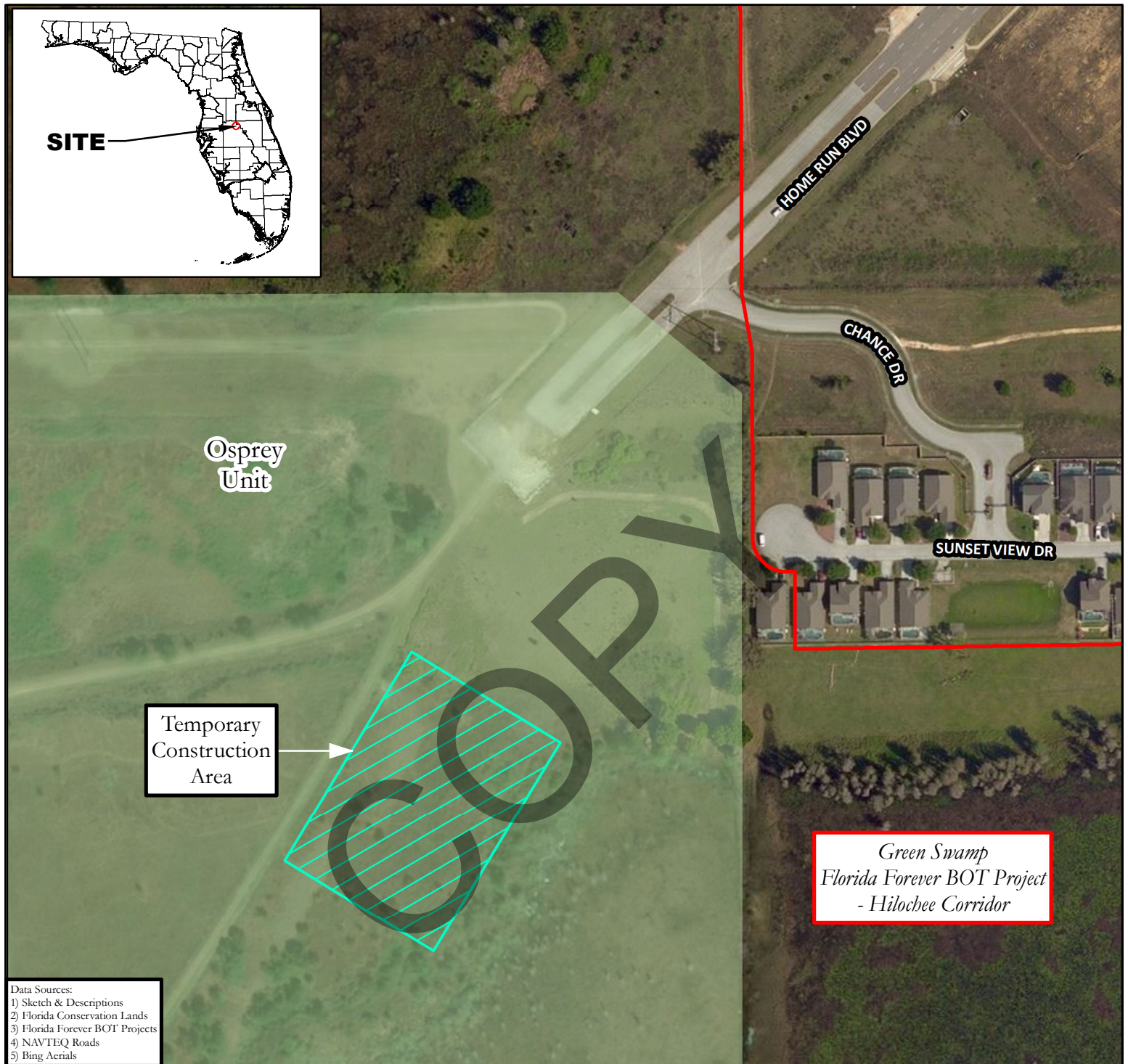
Commence at the Northeast corner of the Northeast 1/4 of said Section 24, Township 26 South, Range 26 East, Polk County, Florida; thence along the North line of said Section 24, South 89°42'56" West, a distance of 265.41 feet; thence leaving said North line, South 00°17'04" East, a distance of 202.05 feet to the intersection with the southerly line of that certain non-exclusive road easement recorded in Official Records Book 2726, Page 1480 of the Public Records of Polk County, Florida; thence South 40°30'05" West, a distance of 217.04 feet; thence South 34°41'30" West, a distance of 69.46 feet; thence South 16°39'23" West, a distance of 94.83 feet for a POINT OF BEGINNING; thence South 58°41'03" East, a distance of 250.00 feet; thence South 31°18'57" West, a distance of 350.00 feet; thence North 58°41'03" West, a distance of 250.00 feet; thence North 31°18'57" East, a distance of 350.00 feet to the POINT OF BEGINNING. Containing 87,500 Square feet or 2.01 Acres more or less.

Approved for use by Survey
Section 08-09-2016, W.O. 15-130

BSM APPROVED

BY M1

DATE 4/10/17



Easement No. 33358

Polk County, Florida

CONSENT AGENDA

July 27, 2021

General Counsel's Report: Approval of Release of Conservation Easement and Quit Claim Deed - Environmental Resource Permit No. 43026119.001 - Heritage Landing f/k/a Tern Bay - Charlotte County

On February 24, 2004, the District issued Environmental Resource Permit No. 43026119.001 (Permit) authorizing the construction of a surface water management system for the first phase of the Tern Bay project, which is now known as Heritage Landing (Project), located in Charlotte County, Florida. The Permit required the conveyance of a conservation easement to the District over two wetlands and an upland area contained within the Project. In 2005, two conservation easements were conveyed to the District, one covering the two wetlands and the other the upland area. Later, it became apparent that the legal description in the conservation easement covering the upland area was incorrect because it covered the upland area as well as the surrounding approximately 18 acres.

In 2008, in an effort to correct the error, a new conservation easement and release of the 2005 conservation easement was recorded, but it failed to correct the error because the release did not reference the 2005 conservation easement. Then, in 2019, another conservation easement over the upland area was conveyed to the District to ensure that the District holds a conservation easement over the correct upland area. As a result, the District holds a conservation easement over the upland area as required by the Permit, as well as a conservation easement over the surrounding approximately 18 acres, which is not a requirement of the Permit and was done in error. The developer that owns that acreage has requested that the District release the 2005 conservation easement. The release of this interest will allow the developer to move forward with an expansion of the Project.

The Release of Conservation Easement and Quit Claim deed is provided for the Governing Board's review as an exhibit to this recap. If the Governing Board approves and accepts the release of the conservation easement, then the Release of Conservation Easement and Quit Claim Deed will be executed by the Governing Board Chair.

Staff Recommendation:

Approve and accept the attached Release of Conservation Easement and Quit Claim Deed for Heritage Landing.

Presenter:

Adrienne E. Vining, Assistant General Counsel

Prepared by:
Charles Mann
Pavese Law Firm
P.O. Box 1507
Fort Myers, Florida 33902-1507

Return recorded original to:
Office of General Counsel
Southwest Florida Water Management District
7601 N US Hwy 301
Tampa, FL 33637

RELEASE OF CONSERVATION EASEMENT AND QUIT CLAIM DEED

THIS RELEASE OF CONSERVATION EASEMENT AND QUIT CLAIM DEED ("Release") is made and entered into this 27th day of July, 2021, by the **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT** ("District"), a Florida public corporation, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, in favor of Lennar Homes, LLC, a Florida limited liability company ("Owner"), whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966.

WITNESSETH:

WHEREAS, Tern Bay Community Development District ("CDD") granted in favor of the District that certain Deed of Conservation Easement dated May 23, 2005, and recorded in Official Records Book 2762 at Page 1755 of the Public Records of Charlotte County, Florida (hereinafter referred to as the "Original Conservation Easement") encumbering the real property described on Exhibit "A" attached hereto and made apart hereof (hereinafter referred to as the "Conservation Easement"); and

WHEREAS, the conveyance of a conservation easement to the District was required by an Environmental Resource Permit issued to the CDD; and

WHEREAS, District and CDD subsequently determined that the Original Conservation Easement contained an erroneous legal description and attempted to correct the error by entering into that certain Conservation Easement and Release of Prior Conservation Easement and Quit Claim, dated January 29, 2008, and recorded in Official Records Book 3255, Page 1517 of the Public Records of Charlotte County, Florida ("Prior Release"); and

WHEREAS, the Prior Release inadvertently referenced the incorrect recording information for the Original Conservation Easement to be released; and

WHEREAS, the District was later granted a conservation easement over the correct lands in that certain Conservation Easement recorded in Official Records Book 4500, Page 757 of the Public Records of Charlotte County, Florida ("New Conservation Easement"); and

WHEREAS, the District has been requested to release the Original Conservation Easement to allow the Owner to develop the area over which the Original Conservation Easement was erroneously conveyed; and

WHEREAS, the Original Conservation Easement may be released as the conveyance of the New Conservation Easement to the District resulted in compliance with the requirement of the associated Environmental Resource Permit; and

WHEREAS, the District has agreed to release the Original Conservation Easement because the New Conservation Easement provides a conservation easement over the correct area as required by the associated Environmental Resource Permit.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the District voluntarily releases the Original Conservation Easement described herein, and remises, quitclaims, and releases all the right, title, interest claim, and demand conveyed to the District by the Original Conservation Easement. However, this Release of Conservation Easement and Quitclaim Deed is not intended to be and shall not release the conservation easement over any portion of the lands described in the New Conservation Easement.

IN WITNESS WHEREOF, the Southwest Florida Water Management District has caused this Release of Conservation Easement and Quitclaim Deed to be executed on this 27th day of July, 2021.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, A public
corporation

By: _____
Kelly S. Rice, Chair

ATTEST:

By: _____
Rebecca Smith, Secretary

Legal form
Approved:

Office of General Counsel

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of physical presence, this 27th day of July, 2021, by Kelly S. Rice, as Chairperson, and Rebecca Smith, as Secretary, of the Governing Board of the Southwest Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who are personally known to me.

[NOTARY SEAL]

Notary Public

Print Name

My Commission Expires: _____

Exhibit "A"

The Northwest 1/4 of the Northeast 1/4 of Section 20, Township 42 South, Range 23 East, Charlotte County, Florida.

CONSENT AGENDA

July 27, 2021

General Counsel's Report: Authorization to Issue Administrative Complaint and Order - Failure to Plug Abandoned Water Well - Nasib Properties, Inc. - CT Number 39945 - Hillsborough County

Nasib Properties, Inc. (Property Owner) is the owner of property located at 413 SW 14th Street, Ruskin, Florida (Property). On July 23, 2018, District staff received a complaint regarding a flowing water well located at the Property. During a site visit incident to the investigation of the complaint, District staff discovered a 6-inch flowing well that needed to be repaired or properly plugged.

The Property Owner contacted the District's Quality of Water Improvement Program (QWIP) department to request assistance with plugging and abandoning the well. QWIP made two attempts to temporarily stop the flow until the well could be properly plugged, but the well continued to flow at a lesser rate. The Property Owner then retained a well drilling company to plug the well, but the well casing was so badly dilapidated that the work could not be completed. District staff contacted the well drilling company requesting an update for the plugging of the well and were advised that there had been no further communications with the Property Owner regarding the well. On December 21, 2020, District staff received a complaint stating that the well was again flowing and now causing flooding to the roadside ditch near the Property. As of the date of this Recap, the well is still flowing intermittently and must be properly plugged to prevent any adverse impacts.

The Property Owner was issued a Notice of Violation on January 2, 2021. The Notice of Violation required the Property Owner to ensure that the well was plugged by a licensed water well contractor who would be required to obtain a Well Construction Permit and fill the well from bottom to top with grout. Despite numerous attempts to reach an amicable resolution, the Property Owner has not hired a licensed well contractor to plug the well and has ceased communications with the District.

Staff Recommendation:

1. Authorize District staff to issue an Administrative Complaint and Order to Nasib Properties, Inc., and any necessary parties, to obtain compliance, recover an administrative fine/civil penalty, and recover any District costs and fees, if appropriate.
2. Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, if necessary.

Presenter:

Allison Dhand, Staff Attorney

CONSENT AGENDA

July 27, 2021

Executive Director's Report: Approve Governing Board Minutes - June 22, 2021

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING
TUESDAY, JUNE 22, 2021 – 9:00 AM
2379 BROAD STREET, BROOKSVILLE, FLORIDA 34604**

MINUTES

Board Members Present

Kelly Rice, Chair
Joel Schleicher, Vice Chair
Rebecca Smith, Ph.D., Secretary
Ed Armstrong, Treasurer
Michelle Williamson, Member*via Zoom
Jack Bispham, Member
Seth Weightman, Member*via Zoom
John Mitten, Member
Ashley Bell Barnett, Member*via Zoom
John E. Hall, Member
William Hogarth, Member

Board Members Absent

Roger Germann, Member

Staff Members

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

Board Administrative Support

Virginia Singer, Board & Executive Services Manager
Lori Manuel, Administrative Coordinator

1. CONVENE PUBLIC MEETING

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., on June 22, 2021, at the Brooksville Office, 2379 Broad Street, Brooksville, Florida 34604-6899.

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

1.1 Call to Order

Chair Kelly Rice called the meeting to order and opened the public hearing. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input will be provided in person.

Chair Rice 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, a member of the public may submit a Request to Speak card to comment on agenda items only during the meeting. If the speaker 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 Rice 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 Rice introduced each member of the Governing Board and staff (this served as roll call). Secretary Rebecca Smith confirmed that a quorum was present.

1.2 Invocation and Pledge of Allegiance

Vice Chair Joel Schleicher offered the invocation and led the Pledge of Allegiance.

1.3 Employee Recognition

Chair Rice recognized employees who have reached at least 20 years of service with the District and thanked them. The following staff was recognized: Michelle Hopkins

1.4 Additions/Deletions to Agenda

Mr. Brian Armstrong, Executive Director, stated there were no changes to the agenda. He stated that Board Members were provided with updated exhibits for the following items:

2.2 Governing Board Travel - Annual Environmental Permitting Summer School

2.13 Approval of Release of Conservation Easement and Quit Claim Deed – Environmental Resource Permit No. 43025469.016 - SIPOC Pond Modifications - Sarasota County

2.14 Approval of Consent Order Between SWFWMD and Christ Church of Longboat Key, Inc. - Permit Violations - ERP No. 43007606.002 - CT No. 413561 - Manatee County

Vice Chair Schleicher requested the following item be moved from Consent to Discussion:

2.6 FARMS – Rolling Meadows Ranch, (H792), Polk County

1.5 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddis, Jr., spoke regarding the reclaimed water variance.

CONSENT AGENDA

FINANCE/OUTREACH AND PLANNING COMMITTEE

2.1 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, and
2. Adopt Resolution No. 21-07 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, and
3. Adopt the *SunTrust/Truist Deposit Account Resolution and Authorization for Business Entities* 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, and
4. Adopt the *SunTrust/Trust 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.

2.2 Governing Board Travel - Annual Environmental Permitting Summer School

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

2.3 Budget Transfer for Replacement and Expansion of Information Technology Bureau Enterprise Storage Equipment

Staff recommended the Board approve the budget transfer of \$405,298 for the procurement of hardware, warranty and services associated with the replacement of the District's enterprise Storage Area Network (SAN) to Enterprise Servers (P480) from:

1. Southern Basin Aquifer Recharge (010-5530-Q177-8101) \$250,000
2. Virtual Server Attached Storage Expansion Lease (010-0550-P497-6704) \$100,000
3. Software Maintenance (010-0510-Z050-3422) \$28,298
4. Enterprise Servers (010-0550-P480-6404) \$27,000

2.4 Independent Auditing Services Contract

Staff recommended the Board:

1. Exercise the renewal option within the current contract and approve the fourth amendment to the agreement engaging JMCO to perform the fiscal year 2020-21 auditing services, and
2. Authorize the Executive Director or designee to execute the fourth amendment to the current contract with JMCO to perform the fiscal year 2020-21 auditing services.

RESOURCE MANAGEMENT COMMITTEE

2.5 Tampa Bay Estuary Program Amended and Restated Interlocal Agreement (W027)

Staff recommended the Board approve the Tampa Bay Estuary Program Amended and Restated Interlocal Agreement.

~~2.6 FARMS – Rolling Meadows Ranch, (H792), Polk County~~

~~Staff recommended the Board:~~

- ~~1. Approve the Rolling Meadows Ranch project for a not to exceed project reimbursement of \$221,272.35 with \$221,273 provided by the Governing Board.~~
- ~~2. Authorize the transfer of \$221,273 from fund 010 H017 Governing Board FARMS Fund to the H792 Rolling Meadows Ranch project fund.~~
- ~~3. Authorize the Assistant Executive Director to sign the agreement.~~

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE

2.7 Easement Associated with the Ridge Road Widening Project SWF Parcel No. 15-010-062X

Staff recommended the Board:

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

2.8 Residential Lease for Lake Hancock - SWF Parcel No. 20-503-260X

Staff recommended the Board 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.

2.9 Easement for CFWI Crooked Lake Site - SWF Parcel No. 20-020-165 and 20-020-166

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

2.10 Management Agreement with Sarasota County for Management and Use of the Myakka River Schewe Tract – SWF Parcel No. 21-708-136X

Staff recommended the Board:

1. Approve the Management Agreement Between the Southwest Florida Water Management District and the Board of County Commissioners of Sarasota County, Florida for Management and Use of the Myakka River Schewe Tract (Agreement); and
2. Authorize the Governing Board Chair to execute the Agreement on behalf of the District.

REGULATION COMMITTEE

2.11 Water Use Permit No. 20003069.015 - Symon Grove / Symon Grove, LLC (DeSoto County)

Staff recommended the Board approve the proposed permit.

GENERAL COUNSEL'S REPORT

2.12 Approval of Partial Assignment and Assumption of Conservation Easement - Environmental Resource Permit No. 43028370.026 - Tidewater Preserve - Manatee County

Staff recommended the Board approve and accept the attached Partial Assignment and Assumption of Easement for the Tidewater Preserve.

2.13 Approval of Release of Conservation Easement and Quit Claim Deed - Environmental Resource Permit No. 43025469.016 - SIPOC Pond Modifications - Sarasota County

Staff recommended the Board approve the requested Release of Conservation Easement and Agreement for Release of Conservation Easement.

2.14 Approval of Consent Order Between SWFWMD and Christ Church of Longboat Key, Inc. - Permit Violations - ERP No. 43007606.002 - CT No. 413561 - Manatee County

Staff recommended the Board:

1. Approve the Consent Order.
2. Authorize District Staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Consent Order, including filing appropriate actions in Circuit Court, if necessary.

2.15 Approve Governing Board Minutes - May 25, 2021

Staff recommended the Board approve minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion passed unanimously. (Audio - 00:11:13)

FINANCE/OUTREACH & PLANNING COMMITTEE

Treasurer Ed Armstrong called the Committee to order. (Audio – 00:11:37)

3.1 Consent Item(s) Moved to Discussion - None

3.2 Fiscal Year 2022 Recommended Annual Service Budget

Mr. John Campbell, Resource Management Division Director, provided a presentation outlining Fiscal Year (FY) 2022 Recommended Annual Service Budget (RASB). The presentation included the FY2022 development calendar, metrics, and a comparison of expenditure budget by category for FY2021 and FY2022. Mr. Campbell stated the District's proposed budget for FY2022 total is \$191.2 million. This is an increase of 4.2 percent. Mr. Campbell provided an overview of the changes. He stated the Division Directors would provide additional information regarding the changes to their Division budgets.

Ms. Jennette Seachrist, Resource Management Division Director, provided an overview of the Resource Management Division proposed FY2022 budget. She stated the proposed budget total is approximately \$78 million. Ms. Seachrist stated the overall budget has decreased by approximately 13.5 percent from FY2021 and provided an overview of the changes.

Mr. Brian Starford, Operations, Lands and Resource Monitoring Division Director, provided an overview of the Operations, Lands and Resource Monitoring Division proposed FY2022 budget. He stated the proposed budget total is approximately \$62 million. This is an increase of \$18.4 million or 42.2 percent from FY2021. Mr. Starford stated most of this increase is because of \$16 million received from the sale of surplus lands in FY2021. These funds must be used to purchase additional conservation lands to better meet the District's four areas of responsibility. Mr. Starford provided an overview of the significant changes.

Ms. Michelle Hopkins, Regulation Division Director, provided an overview of the Regulation Division proposed FY2022 budget. She stated the proposed budget is approximately \$13.3 million. This is a decrease of approximately \$109,000 from FY2021. Ms. Hopkins provided an overview of the changes.

Mr. Michael Molligan, Employee and External Relations Division Director, provided an overview of the Employee and External Relations Division proposed FY2022 budget. He stated the budget total is approximately \$6.6 million. This is a decrease of approximately \$25,000 from FY2021. Mr. Molligan provided an overview of the changes.

Mr. Campbell provided an overview of the Management Services Division proposed FY2022 budget. He stated the proposed budget is approximately \$24.3 million. This is an increase of approximately 6.7 percent. He provided an overview of the changes. For the Districtwide budget, Mr. Campbell provided a comparison of expenditures by category, program, Areas of Responsibility, and revenues by source for FY2021 and the proposed FY2022 budgets.

Staff recommended the Board authorize staff to prepare the Standard Format Tentative Budget Submission for FY2022 based on the recommended budget as presented, adjusted for any modifications made by the Governing Board on June 22, 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 – 45:27:00)

3.3 Budget Transfer Report

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

RESOURCE MANAGEMENT COMMITTEE

Board Member Seth Weightman called the Committee to order. (Audio – 00:47:35)

4.1 Consent Item(s) Moved to Discussion

2.6 FARMS – Rolling Meadows Ranch, (H792), Polk County

Vice Chair Schleicher requested this item be moved to Discussion. He expressed his support for the project but stated his opposition was regarding the 75 percent cost share guidelines associated with the Facilitating Agricultural Management Services (FARMS).

Staff recommended the Board:

4. Approve the Rolling Meadows Ranch project for a not-to-exceed project reimbursement of \$221,272.35 with \$221,273 provided by the Governing Board.
5. Authorize the transfer of \$221,273 from fund 010 H017 Governing Board FARMS Fund to the H792 Rolling Meadows Ranch project fund.
6. Authorize the Assistant Executive Director to sign the agreement.

A motion was made and seconded to approve staff's recommendation. The motion passed ten in favor and one opposed. Vice Chair Schleicher voted in opposition of the 75 percent cost share associated with this project. (Audio – 00:48:48)

4.2 Polk Regional Water Cooperative – Southeast Polk Wellfield Lower Floridan Aquifer Test Production Well No 3 Project (Q294), Approval and Transfer of PRWC Resolution Funds

Mr. Eric DeHaven, Assistant Director of Resource Management Division, presented an overview of the Southeast Lower Floridan Aquifer (SE LFA) Wellfield. He explained the first third-party review was completed and a recommendation was made to construct a third test well. This well will eventually be converted to a production well if the wellfield project moves forward.

Mr. DeHaven provided a history and data from the two previously constructed test wells numbers. He provided information regarding the benefits, costs and staff evaluation ranking associated with this project. Mr. DeHaven responded to questions. In the event the well is not used by the PRWC for water supply, the District would take ownership of the well site as a monitor station.

Mr. Brian Armstrong, Executive Director, asked for clarification of the request that will be presented at the August Board meeting. Mr. DeHaven explained that staff will be requesting approval of the 30 percent design third-party review of this project. He stated that as this project continues to progress, the data from the additional test well will be important for final design.

Staff recommended the Board authorize staff to execute a cooperative funding agreement with the PRWC for the LFA Test Production Well Number 3 Project (Q294) and approve the transfer of \$2,062,500 from the Polk Partnership Resolution Fund (H094) to the project.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 01:02:43/01:15:48)

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

Board Member Jack Bispham called the Committee to order. (Audio – 01:17:00)

5.1 Consent Item(s) Moved to Discussion - None

5.2 Hydrologic Conditions Report

Mr. Granville Kinsman, P.G., Hydrologic Data Manager, provided a presentation regarding hydrologic conditions. Mr. Kinsman stated that May was the second driest month in 107 years. Although water supplies remained healthy, demands increased throughout the District. At the end of June, rainfall has greatly improved, and groundwater levels are in the normal range. The Northern, Tampa Bay, and Lake Wales Ridge lakes are in the below normal range, while Polk Upland lakes remain in the normal range. The Hillsborough, Withlacoochee, Peace and Alafia rivers are all in the normal range. Mr. Kinsman stated the City of Tampa, Bill Young and Peace River reservoirs showed declines due to demands but remain healthy. The climate forecast anticipates rainfall to be near normal for the summer and fall months. The monitoring of tropical weather will continue.

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

REGULATION COMMITTEE

Vice Chair Joel Schleicher called the Committee to order. (Audio – 01:28:04)

6.1 Consent Item(s) Moved to Discussion - None

6.2 Denials Referred to the Governing Board – None

6.3 Overpumpage Discussion

Mr. Darrin Herbst, Water Use Permitting Bureau Chief, presented information explaining the overpumpage compliance process. He outlined the information that is considered when determining if a permittee is overpumping, outreach that is provided to assist the permittee, and potential enforcement actions that are taken if necessary. Mr. Herbst provided a graph that demonstrates the months required for the 12-month running average to reflect that a permit is in compliance after corrective action is completed. He provided information regarding two water use permits that are on the monthly overpumpage list and explained the corrective actions that were taken. Mr. Herbst stated that the Southwest Florida Water Management District is the only District that tracks overpumpage monthly.

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

GENERAL COUNSEL'S REPORT

7.1 Consent Item(s) Moved to Discussion - None

COMMITTEE/LIAISON REPORTS

8.1 Industrial Advisory Committee

A written summary of the May 11 meeting was provided.

8.2 Public Supply Advisory Committee

A written summary of the May 11 meeting was provided.

Vice Chair Schleicher thanked Tampa Bay Water for the tour of their facilities they hosted for Governing Board Members on May 27.

EXECUTIVE DIRECTOR'S REPORT

9.1 Executive Director's Report

No information was presented.

CHAIR'S REPORT

10.1 Chair's Report

Chair Rice stated that the next Board meeting will be on July 27 at 9:00 a.m., in the Brooksville office.

10.2 Employee Milestones

ADJOURNMENT

The meeting adjourned at 10:53 a.m.

Governing Board Meeting

July 27, 2021

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	Discussion: Information Only: Consent Item(s) Moved to Discussion	81
3.2	Discussion: Action Item: Investment Strategy Quarterly Update	82
3.3	Discussion: Information Only: Investment Strategy Discussion.....	96
3.4	Discussion: Action Item: Fiscal Year (FY) 2022 Budget Development.....	97
3.5	Submit & File: Information Only: Budget Transfer Report.....	101
3.6	Submit & File: Information Only: Office of Inspector General Quarterly Update April 1,2021 to June 30, 2021	103

FINANCE/OUTREACH & PLANNING COMMITTEE

July 27, 2021

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

Presenters:

Michael Molligan, Division Director, Employee and External Relations

John J. Campbell, Division Director, Management Services

FINANCE/OUTREACH & PLANNING COMMITTEE

July 27, 2021

Discussion: Action Item: Investment Strategy Quarterly Update

Purpose

Provide quarterly update of the investment portfolio.

Background

In accordance with Board Policy, District Investment Policy, 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, 2021.

Presenter:

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

Quarterly Investment Report for Period Ended June 30, 2021

Southwest Florida
Water Management District



Southwest Florida Water Management District Investment Program Review

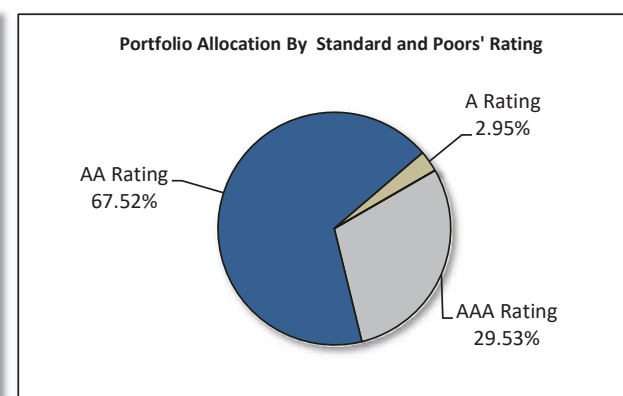
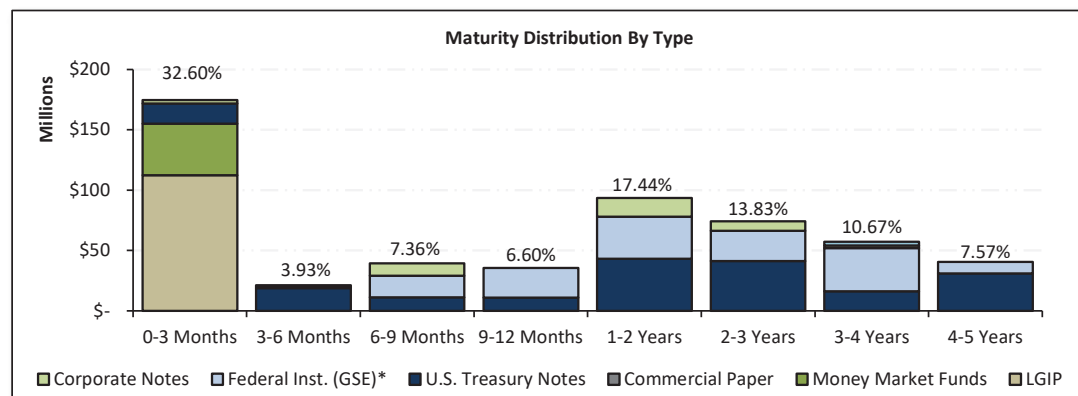
2379 Broad Street
Brooksville, FL 34604-6899

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

Southwest Florida Water Management District All Assets Summary Comparison for the period April 1, 2021 to June 30, 2021

Southwest Florida Water Management District All Assets Portfolio	April 1, 2021 Beginning Balance	June 30, 2021 Ending Balance	Portfolio Characteristic	April 1, 2021 Beginning Balance	June 30, 2021 Ending Balance
Book Value Plus Accrued	\$ 533,439,367	\$ 532,872,700	Weighted Book Yield	0.88%	0.74%
Net Unrealized Gain/Loss	3,575,177	2,787,345	Weighted Duration	1.35 Years	1.38 Years
Net Pending Transactions	1,405	774			
Market Value Plus Accrued Net	\$ 537,015,949	\$ 535,660,819			

Individual Portfolio Characteristics	April 1, 2021 Beginning Balance	June 30, 2021 Ending Balance	June 30, 2021 Monthly Earnings	June 30, 2021 Quarterly Earnings	June 30, 2021 YTD Earnings
Liquid Portfolio (SBA-Florida Prime)	\$ 113,979,551	\$ 112,371,578	\$ 9,067	\$ 31,027	\$ 116,014
Enhanced Cash	109,064,121	109,092,092	60,299	240,894	1,069,469
Short Term 1-3 Year	313,972,277	314,197,149	263,201	799,781	2,590,579
Market Value Plus Accrued Net	\$ 537,015,949	\$ 535,660,819	\$ 332,567	\$ 1,071,702	\$ 3,776,062
		Less Advisory Fees:	\$ (10,250)	\$ (31,090)	\$ (93,243)
		Total Earnings Net of Fees	\$ 322,317	\$ 1,040,612	\$ 3,682,819
		Blended Basis Fee (Annualized)	0.02308%	0.02334%	0.02333%



See additional disclosures for footnotes.

Additional Disclosure

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

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

Public Trust Advisors does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Pricing sources from our reporting platform are provided by Clearwater reporting platform and are established by Clearwater's internal pricing procedures. Clearwater utilizes a hierarchical pricing model which starts with one of the industry's pricing sources, S&P Capital IQ. Securities with short maturities and infrequent secondary market trades are typically priced via mathematical calculations. The Securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public trust Advisors, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency, unless otherwise specifically stated. Investment in fixed income securities involves risks, including the possible loss of the amount invested.

Past performance is not an indication of future performance.

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

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

Public Trust Advisors
717 17th Street, Suite 1850
Denver, CO 80202

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
CASH								0.00%			
Receivable CCYUSD 0.00%	06/30/21 06/30/21 0.00	-- --	774.55	\$774.55 \$774.55	\$774.55 1.00	\$774.55 \$0.00	\$0.00	0.00%	N --	0.00% -- --	AAA Aaa
CASH TOTAL	06/30/21 06/30/21 0.00	-- --	774.55	\$774.55 \$774.55	\$774.55 1.00	\$774.55 \$0.00	\$0.00	0.00%	N --	0.00% -- --	AAA Aaa
MMFUND								0.00%			
FEDERATED HRMS GV O INST 60934NI04 0.03%	06/30/21 06/30/21 0.00	-- --	42,681,712.23	\$42,681,712.23 \$42,681,712.23	\$42,681,712.23 1.00	\$42,681,712.23 \$0.00	\$0.00	10.08%	N --	0.03% -- --	AAAm Aaa
MMFUND TOTAL	06/30/21 06/30/21 0.00	-- --	42,681,712.23	\$42,681,712.23 \$42,681,712.23	\$42,681,712.23 1.00	\$42,681,712.23 \$0.00	\$0.00	10.08%	N --	0.03% -- --	AAAm Aaa
US GOV								0.00%			
UNITED STATES TREASURY 912828Y20 2.62%	07/15/21 07/15/21 0.04	07/26/18 07/30/18	1,250,000.00	\$1,244,921.88 \$1,249,931.50	\$1,251,247.50 100.10	\$1,266,384.76 \$15,137.26	\$1,316.00	0.30%	N --	2.77% 0.21% --	AA+ Aaa
UNITED STATES TREASURY 912828WY2 2.25%	07/31/21 07/31/21 0.09	09/27/19 09/30/19	6,200,000.00	6,262,483.60 6,202,857.80	6,211,327.40 100.18	6,269,516.63 58,189.23	8,469.60	1.48%	N --	1.69% 0.12% --	AA+ Aaa
UNITED STATES TREASURY 912828RC6 2.12%	08/15/21 08/15/21 0.13	09/24/18 09/26/18	2,975,000.00	2,911,781.25 2,972,184.34	2,982,690.38 100.26	3,006,441.07 23,750.69	10,506.04	0.71%	N --	2.90% 0.09% --	AA+ Aaa
UNITED STATES TREASURY 9128282F6 1.12%	08/31/21 08/31/21 0.17	10/08/19 10/09/19	3,475,000.00	3,452,602.54 3,473,019.61	3,481,220.25 100.18	3,494,286.91 13,066.66	8,200.64	0.83%	N --	1.47% 0.06% --	AA+ Aaa
UNITED STATES TREASURY 912828D72 2.00%	08/31/21 08/31/21 0.17	10/07/16 10/11/16	2,500,000.00	2,581,250.00 2,502,836.61	2,508,100.00 100.32	2,524,811.96 16,711.96	5,263.39	0.60%	N --	1.31% 0.08% --	AA+ Aaa
UNITED STATES TREASURY 912828T34 1.12%	09/30/21 09/30/21 0.25	11/04/19 11/05/19	3,200,000.00	3,170,249.60 3,196,067.56	3,208,512.00 100.27	3,217,561.18 9,049.18	12,444.44	0.76%	N --	1.62% 0.07% --	AA+ Aaa
UNITED STATES TREASURY 912828F21 2.12%	09/30/21 09/30/21 0.25	12/17/18 12/20/18	5,250,000.00	5,171,455.07 5,242,761.91	5,277,011.25 100.51	5,305,054.28 28,043.03	34,249.34	1.25%	N --	2.69% 0.08% --	AA+ Aaa
UNITED STATES TREASURY 9128285F3 2.88%	10/15/21 10/15/21 0.29	01/14/20 01/15/20	2,150,000.00	2,197,367.19 2,157,928.11	2,167,554.75 100.82	2,180,559.02 13,004.27	9,626.64	0.52%	N --	1.59% 0.08% --	AA+ Aaa

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 9128285L0 2.88%	11/15/21 11/15/21 0.37	12/17/18 12/20/18	6,500,000.00	6,531,738.28 6,504,214.80	6,567,541.50 101.04	6,591,408.69 23,867.19	63,326.70	1.56%	N --	2.70% 0.10% --	AA+ Aaa
UNITED STATES TREASURY 912828U65 1.75%	11/30/21 11/30/21 0.42	07/11/17 07/13/17	1,520,000.00	1,512,696.87 1,519,285.71	1,530,568.56 100.70	1,532,821.57 2,253.01	11,282.85	0.36%	N --	1.86% 0.09% --	AA+ Aaa
UNITED STATES TREASURY 912828U81 2.00%	12/31/21 12/31/21 0.50	01/25/17 01/26/17	1,000,000.00	1,000,507.81 1,000,055.22	1,009,570.00 100.96	1,009,624.35 54.35	9,514.78	0.24%	N --	1.99% 0.09% --	AA+ Aaa
UNITED STATES TREASURY 912828V72 1.88%	01/31/22 01/31/22 0.58	12/30/19 12/31/19	8,000,000.00	8,043,437.50 8,012,300.21	8,083,752.00 101.05	8,146,321.06 62,569.06	71,451.79	1.92%	N --	1.61% 0.09% --	AA+ Aaa
UNITED STATES TREASURY 912828SF8 2.00%	02/15/22 02/15/22 0.62	06/27/17 06/30/17	1,000,000.00	1,010,585.94 1,001,479.61	1,012,031.00 101.20	1,019,544.81 7,513.81	10,551.39	0.24%	N --	1.76% 0.08% --	AA+ Aaa
UNITED STATES TREASURY 912828J43 1.75%	02/28/22 02/28/22 0.66	09/20/17 09/22/17	1,015,000.00	1,011,352.34 1,014,436.13	1,026,260.41 101.11	1,032,197.33 5,936.92	11,824.28	0.24%	N --	1.83% 0.09% --	AA+ Aaa
UNITED STATES TREASURY 912828VV89 1.88%	03/31/22 03/31/22 0.75	04/17/18 04/19/18	2,000,000.00	1,944,140.62 1,988,982.35	2,026,718.00 101.34	2,036,144.23 9,426.23	37,735.65	0.48%	N --	2.62% 0.10% --	AA+ Aaa
UNITED STATES TREASURY 912828ZM5 0.12%	04/30/22 04/30/22 0.83	07/16/20 07/17/20	2,300,000.00	2,299,011.71 2,299,540.16	2,300,538.20 100.02	2,301,022.58 484.38	998.04	0.54%	N --	0.15% 0.10% --	AA+ Aaa
UNITED STATES TREASURY 912828X47 1.88%	04/30/22 04/30/22 0.83	05/09/17 05/11/17	135,000.00	134,620.31 134,934.38	136,993.41 101.48	137,419.87 426.46	2,059.03	0.03%	N --	1.93% 0.10% --	AA+ Aaa
UNITED STATES TREASURY 912828SV3 1.75%	05/15/22 05/15/22 0.87	06/27/17 06/30/17	1,000,000.00	997,695.31 999,576.59	1,014,453.00 101.45	1,016,688.05 2,235.05	14,876.41	0.24%	N --	1.80% 0.10% --	AA+ Aaa
UNITED STATES TREASURY 912828XR6 1.75%	05/31/22 05/31/22 0.91	07/26/19 07/31/19	2,800,000.00	2,792,890.63 2,797,671.85	2,842,218.40 101.51	2,846,368.67 4,150.27	44,546.55	0.67%	N --	1.84% 0.11% --	AA+ Aaa
UNITED STATES TREASURY 912828XW5 1.75%	06/30/22 06/30/22 1.00	07/11/17 07/13/17	1,275,000.00	1,263,345.71 1,272,571.26	1,295,867.92 101.64	1,295,928.56 60.63	23,296.67	0.31%	N --	1.94% 0.11% --	AA+ Aaa
UNITED STATES TREASURY 912828XG0 2.12%	06/30/22 06/30/22 0.99	10/02/17 10/04/17	1,200,000.00	1,211,484.37 1,202,508.86	1,224,187.20 102.02	1,224,256.49 69.29	21,678.34	0.29%	N --	1.91% 0.11% --	AA+ Aaa

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 912828TJ9 1.62%	08/15/22 08/15/22 1.11	01/17/20 01/21/20	1,500,000.00	1,502,636.72 1,501,169.42	1,525,546.50 101.70	1,534,703.96 9,157.46	24,377.08	0.36%	N --	1.55% 0.11% --	AA+ Aaa
UNITED STATES TREASURY 912828L24 1.88%	08/31/22 08/31/22 1.15	09/15/17 09/19/17	1,000,000.00	1,002,500.00 1,000,611.79	1,020,391.00 102.04	1,026,657.98 6,266.98	19,779.21	0.24%	N --	1.82% 0.13% --	AA+ Aaa
UNITED STATES TREASURY 91282CAG6 0.12%	08/31/22 08/31/22 1.17	04/22/21 04/23/21	6,800,000.00	6,802,390.61 6,802,059.63	6,800,265.20 100.00	6,803,106.23 2,841.03	(1,794.43)	1.61%	N --	0.10% 0.12% --	AA+ Aaa
UNITED STATES TREASURY 912828W9 1.88%	09/30/22 09/30/22 1.24	12/11/17 12/13/17	1,000,000.00	987,578.12 996,651.78	1,021,602.00 102.16	1,026,315.11 4,713.11	24,950.22	0.24%	N --	2.15% 0.15% --	AA+ Aaa
UNITED STATES TREASURY 91282CAN1 0.12%	09/30/22 09/30/22 1.25	03/30/21 03/31/21	3,000,000.00	3,000,468.75 3,000,390.24	2,999,415.00 99.98	3,000,357.62 942.62	(975.24)	0.71%	N --	0.11% 0.14% --	AA+ Aaa
UNITED STATES TREASURY 912828M49 1.88%	10/31/22 10/31/22 1.32	10/01/19 10/02/19	4,075,000.00	4,120,843.75 4,095,087.61	4,168,757.60 102.30	4,181,630.39 12,872.79	73,669.99	0.99%	N --	1.50% 0.15% --	AA+ Aaa
UNITED STATES TREASURY 91282CAR2 0.12%	10/31/22 10/31/22 1.33	11/18/20 11/19/20	2,800,000.00	2,797,265.63 2,798,129.61	2,798,686.80 99.95	2,799,276.47 589.67	557.19	0.66%	N --	0.18% 0.16% --	AA+ Aaa
UNITED STATES TREASURY 912828M80 2.00%	11/30/22 11/30/22 1.40	-- --	3,500,000.00	3,572,978.51 3,555,516.18	3,590,783.00 102.59	3,596,711.96 5,928.96	35,266.82	0.85%	N --	0.87% 0.17% --	AA+ Aaa
UNITED STATES TREASURY 912828P38 1.75%	01/31/23 01/31/23 1.56	09/09/19 09/12/19	5,000,000.00	5,039,062.50 5,018,535.05	5,123,635.00 102.47	5,160,133.62 36,498.62	105,099.95	1.22%	N --	1.51% 0.19% --	AA+ Aaa
UNITED STATES TREASURY 91282CBG5 0.12%	01/31/23 01/31/23 1.58	04/22/21 04/23/21	3,825,000.00	3,823,954.09 3,824,066.51	3,821,262.98 99.90	3,823,257.36 1,994.39	(2,803.53)	0.90%	N --	0.14% 0.19% --	AA+ Aaa
UNITED STATES TREASURY 912828R28 1.62%	04/30/23 04/30/23 1.81	09/10/19 09/12/19	5,000,000.00	5,015,234.40 5,007,799.62	5,126,560.00 102.53	5,140,248.86 13,688.86	118,760.38	1.21%	N --	1.54% 0.24% --	AA+ Aaa
UNITED STATES TREASURY 912828S35 1.38%	06/30/23 06/30/23 1.98	09/09/19 09/12/19	5,000,000.00	4,975,000.00 4,986,694.76	5,112,110.00 102.24	5,112,296.82 186.82	125,415.24	1.21%	N --	1.51% 0.25% --	AA+ Aaa
UNITED STATES TREASURY 912828ZY9 0.12%	07/15/23 07/15/23 2.04	-- --	6,825,000.00	6,814,667.01 6,815,670.70	6,806,872.80 99.73	6,810,808.49 3,935.69	(8,797.90)	1.61%	N --	0.19% 0.26% --	AA+ Aaa

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 912828T26 1.38%	09/30/23 09/30/23 2.21	03/02/20 03/04/20	5,500,000.00	5,594,531.25 5,559,826.54	5,632,561.00 102.41	5,651,570.56 19,009.56	72,734.46	1.34%	N --	0.89% 0.30% --	AA+ Aaa
UNITED STATES TREASURY 912828T91 1.62%	10/31/23 10/31/23 2.29	09/10/19 09/12/19	5,000,000.00	5,018,750.00 5,010,737.41	5,151,760.00 103.04	5,165,448.86 13,688.86	141,022.59	1.22%	N --	1.53% 0.32% --	AA+ Aaa
UNITED STATES TREASURY 91282CBA8 0.12%	12/15/23 12/15/23 2.45	04/22/21 04/23/21	6,000,000.00	5,981,250.00 5,982,588.36	5,968,596.00 99.48	5,968,923.87 327.87	(13,992.36)	1.41%	N --	0.24% 0.34% --	AA+ Aaa
UNITED STATES TREASURY 91282CBE0 0.12%	01/15/24 01/15/24 2.53	03/30/21 03/31/21	1,000,000.00	995,273.44 995,702.05	993,945.00 99.39	994,521.66 576.66	(1,757.05)	0.23%	N --	0.30% 0.36% --	AA+ Aaa
UNITED STATES TREASURY 912828V80 2.25%	01/31/24 01/31/24 2.50	09/10/19 09/12/19	5,000,000.00	5,152,734.40 5,091,245.59	5,242,385.00 104.85	5,289,311.80 46,926.80	151,139.41	1.25%	N --	1.53% 0.36% --	AA+ Aaa
UNITED STATES TREASURY 91282CBM2 0.12%	02/15/24 02/15/24 2.62	02/18/21 02/19/21	4,250,000.00	4,240,205.07 4,241,397.01	4,222,443.00 99.35	4,224,438.86 1,995.86	(18,954.01)	1.00%	N --	0.20% 0.37% --	AA+ Aaa
UNITED STATES TREASURY 912828X70 2.00%	04/30/24 04/30/24 2.76	-- --	6,650,000.00	6,785,884.79 6,735,317.52	6,945,871.80 104.45	6,968,279.41 22,407.61	210,554.28	1.65%	N --	1.54% 0.42% --	AA+ Aaa
UNITED STATES TREASURY 912828YE4 1.25%	08/31/24 08/31/24 3.10	03/30/21 03/31/21	3,000,000.00	3,080,039.07 3,074,223.05	3,071,016.00 102.37	3,083,549.97 12,533.97	(3,207.05)	0.73%	N --	0.46% 0.50% --	AA+ Aaa
UNITED STATES TREASURY 912828U3 1.88%	08/31/24 08/31/24 3.07	04/22/21 04/23/21	6,000,000.00	6,294,609.36 6,278,240.00	6,259,686.00 104.33	6,297,287.90 37,601.90	(18,554.00)	1.49%	N --	0.40% 0.50% --	AA+ Aaa
UNITED STATES TREASURY 912828YM6 1.50%	10/31/24 10/31/24 3.25	12/02/19 12/03/19	3,500,000.00	3,472,519.54 3,481,122.15	3,611,972.00 103.20	3,620,817.11 8,845.11	130,849.85	0.86%	N --	1.67% 0.53% --	AA+ Aaa
UNITED STATES TREASURY 912828YY0 1.75%	12/31/24 12/31/24 3.40	11/13/20 11/16/20	1,550,000.00	1,640,699.23 1,627,026.28	1,613,210.55 104.08	1,613,284.26 73.71	(13,815.73)	0.38%	N --	0.32% 0.57% --	AA+ Aaa
UNITED STATES TREASURY 912828ZF0 0.50%	03/31/25 03/31/25 3.70	02/11/21 02/12/21	1,500,000.00	1,510,429.70 1,509,474.85	1,492,909.50 99.53	1,494,794.75 1,885.25	(16,565.35)	0.35%	N --	0.33% 0.63% --	AA+ Aaa
UNITED STATES TREASURY 912828ZW3 0.25%	06/30/25 06/30/25 3.97	01/06/21 01/07/21	1,400,000.00	1,392,726.57 1,393,505.56	1,375,609.20 98.26	1,375,618.71 9.51	(17,896.36)	0.32%	N --	0.37% 0.69% --	AA+ Aaa

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 91282CAB7 0.25%	07/31/25 07/31/25 4.05	03/30/21 03/31/21	8,000,000.00	7,833,437.52 7,843,057.41	7,851,560.00 98.14	7,859,902.54 8,342.54	8,502.59	1.86%	N --	0.74% 0.71% --	AA+ Aaa
UNITED STATES TREASURY 91282CAJ0 0.25%	08/31/25 08/31/25 4.13	04/22/21 04/23/21	3,000,000.00	2,946,445.32 2,948,722.03	2,940,585.00 98.02	2,943,091.79 2,506.79	(8,137.03)	0.70%	N --	0.67% 0.73% --	AA+ Aaa
UNITED STATES TREASURY 91282CAZ4 0.38%	11/30/25 11/30/25 4.37	03/30/21 03/31/21	8,000,000.00	7,835,000.00 7,843,768.36	7,859,064.00 98.24	7,861,604.98 2,540.98	15,295.64	1.86%	N --	0.83% 0.78% --	AA+ Aaa
UNITED STATES TREASURY 91282CBH3 0.38%	01/31/26 01/31/26 4.52	03/15/21 03/16/21	5,000,000.00	4,893,554.70 4,899,888.42	4,901,760.00 98.04	4,909,581.13 7,821.13	1,871.58	1.16%	N --	0.82% 0.81% --	AA+ Aaa
UNITED STATES TREASURY 91282CBT7 0.75%	03/31/26 03/31/26 4.65	04/22/21 04/23/21	6,000,000.00	5,987,578.14 5,988,045.99	5,975,862.00 99.60	5,987,173.48 11,311.48	(12,183.99)	1.41%	N --	0.79% 0.84% --	AA+ Aaa
US GOV TOTAL	06/30/23 06/30/23 1.97	-- --	186,420,000.00	\$186,855,866.72 \$186,651,416.06	\$188,185,047.06 100.98	\$188,779,068.58 \$594,021.52	\$1,533,631.00	44.60%	N --	1.18% 0.31% --	AA+ Aaa
AGCY								0.00%			
FEDERAL HOME LOAN MORTGAGE CORP 3137EADB2 2.38%	01/13/22 01/13/22 0.53	-- --	10,750,000.00	\$11,014,240.00 \$10,826,752.70	\$10,882,185.33 101.23	\$11,001,331.17 \$119,145.83	\$55,432.64	2.60%	N --	1.03% 0.08% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3134GVJ66 0.25%	06/08/22 06/08/22 0.94	-- --	5,400,000.00	5,396,944.00 5,398,562.69	5,407,817.20 100.14	5,408,679.70 862.50	9,254.52	1.28%	N --	0.28% 0.10% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3137EAET2 0.12%	07/25/22 07/25/22 1.07	-- --	4,755,000.00	4,746,281.70 4,750,286.79	4,756,060.13 100.02	4,758,635.75 2,575.62	5,773.33	1.12%	N --	0.22% 0.10% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3137EAES4 0.25%	06/26/23 06/26/23 1.98	06/24/20 06/26/20	3,645,000.00	3,634,356.60 3,637,940.50	3,644,514.49 99.99	3,644,641.05 126.56	6,573.99	0.86%	N --	0.35% 0.26% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEP0 1.50%	02/12/25 02/12/25 3.51	-- --	11,750,000.00	12,298,502.50 12,178,186.32	12,126,919.32 103.21	12,194,971.40 68,052.08	(51,267.00)	2.88%	N --	0.48% 0.60% --	AA+ Aaa

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
AGCY TOTAL	04/27/23 04/27/23 1.78	-- --	36,300,000.00	\$37,090,324.80 \$36,791,729.00	\$36,817,496.47 101.45	\$37,008,259.07 \$190,762.60	\$25,767.47	8.74%	N --	0.57% 0.27% --	AA+ Aaa
GSE								0.00%			
FEDERAL HOME LOAN BANKS 3130AF5B9 3.00%	10/12/21 10/12/21 0.28	10/11/18 10/12/18	1,250,000.00	\$1,249,187.50 \$1,249,920.90	\$1,260,344.25 100.83	\$1,268,573.42 \$8,229.17	\$10,423.35	0.30%	N --	3.02% 0.08% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELTN4 0.53%	01/18/22 01/18/22 0.55	03/10/20 03/18/20	7,000,000.00	6,990,900.00 6,997,273.06	7,017,880.73 100.26	7,034,678.79 16,798.06	20,607.67	1.66%	N --	0.60% 0.07% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELWD2 0.38%	04/08/22 04/08/22 0.77	04/03/20 04/08/20	7,000,000.00	6,989,640.00 6,995,998.56	7,015,636.04 100.22	7,021,688.12 6,052.08	19,637.48	1.66%	N --	0.45% 0.09% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELZN7 0.16%	05/18/22 05/18/22 0.88	05/21/20 05/22/20	5,250,000.00	5,240,602.50 5,245,834.47	5,253,432.34 100.07	5,254,435.68 1,003.33	7,597.87	1.24%	N --	0.25% 0.09% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130AJPU7 0.25%	06/03/22 06/03/22 0.92	06/15/20 06/16/20	2,000,000.00	1,999,380.00 1,999,708.04	2,002,643.58 100.13	2,003,032.47 388.89	2,935.54	0.47%	N --	0.27% 0.11% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 313379Q69 2.12%	06/10/22 06/10/22 0.94	06/20/19 06/21/19	4,700,000.00	4,746,107.00 4,714,901.11	4,789,844.12 101.91	4,795,670.16 5,826.04	74,943.01	1.13%	N --	1.78% 0.10% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0W33 1.38%	09/06/22 09/06/22 1.17	04/03/20 04/03/20	6,750,000.00	6,910,920.00 6,828,623.91	6,847,048.87 101.44	6,876,697.30 29,648.44	18,424.96	1.62%	N --	0.39% 0.16% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EMPH9 0.12%	02/03/23 02/03/23 1.59	01/26/21 02/03/21	2,400,000.00	2,398,656.00 2,398,930.43	2,397,999.74 99.92	2,399,233.08 1,233.33	(930.68)	0.57%	N --	0.15% 0.18% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130AJ7E3 1.38%	02/17/23 02/17/23 1.61	04/21/20 04/23/20	7,500,000.00	7,707,825.00 7,620,529.10	7,643,556.90 101.91	7,681,942.32 38,385.42	23,027.80	1.81%	N --	0.38% 0.20% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELNW0 1.45%	02/21/23 02/21/23 1.62	02/14/20 02/21/20	2,250,000.00	2,250,202.50 2,250,111.82	2,296,361.59 102.06	2,308,142.84 11,781.25	46,249.77	0.55%	N --	1.45% 0.19% --	AA+ Aaa

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
FEDERAL HOME LOAN BANKS 313382AX1 2.12%	03/10/23 03/10/23 1.66	03/02/20 03/04/20	6,250,000.00	6,459,375.00 6,368,253.98	6,446,279.56 103.14	6,487,230.08 40,950.52	78,025.59	1.53%	N --	0.99% 0.27% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G05G4 0.25%	07/10/23 07/10/23 2.02	07/08/20 07/10/20	4,645,000.00	4,635,013.25 4,638,248.90	4,644,472.24 99.99	4,649,988.17 5,515.94	6,223.34	1.10%	N --	0.32% 0.26% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130A3DL5 2.38%	09/08/23 09/08/23 2.13	09/09/19 09/12/19	5,000,000.00	5,153,450.00 5,085,327.00	5,225,996.10 104.52	5,263,270.41 37,274.31	140,669.10	1.24%	N --	1.58% 0.30% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130A3VC5 2.25%	12/08/23 12/08/23 2.38	04/21/20 04/23/20	5,290,000.00	5,629,618.00 5,518,959.76	5,531,021.76 104.56	5,538,626.14 7,604.38	12,062.01	1.31%	N --	0.46% 0.37% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EDBU5 3.50%	12/20/23 12/20/23 2.39	03/05/20 03/06/20	900,000.00	993,447.00 961,207.76	969,418.76 107.71	970,381.26 962.50	8,211.01	0.23%	N --	0.72% 0.36% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0V34 2.50%	02/05/24 02/05/24 2.50	11/15/19 11/18/19	4,500,000.00	4,648,905.00 4,593,022.86	4,745,762.24 105.46	4,791,387.24 45,625.00	152,739.37	1.13%	N --	1.68% 0.38% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130A1XJ2 2.88%	06/14/24 06/14/24 2.85	09/10/19 09/12/19	3,750,000.00	3,968,737.50 3,887,818.01	4,012,142.10 106.99	4,017,233.25 5,091.15	124,324.09	0.95%	N --	1.60% 0.49% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EKVV4 1.85%	07/26/24 07/26/24 2.97	09/09/19 09/12/19	5,000,000.00	5,069,850.00 5,044,628.48	5,208,012.70 104.16	5,247,839.09 39,826.39	163,384.22	1.24%	N --	1.55% 0.48% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130AJM22 0.44%	08/28/24 08/28/24 3.13	09/14/20 09/15/20	2,000,000.00	2,012,280.00 2,009,832.48	2,000,011.90 100.00	2,003,018.57 3,006.67	(9,820.58)	0.47%	N --	0.28% 0.44% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EK4Y9 1.65%	11/01/24 11/01/24 3.24	05/01/20 05/04/20	1,700,000.00	1,780,155.00 1,759,698.45	1,762,282.61 103.66	1,766,957.61 4,675.00	2,584.16	0.42%	N --	0.58% 0.54% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0X24 1.62%	01/07/25 01/07/25 3.40	-- --	11,250,000.00	11,833,764.00 11,734,660.61	11,650,798.58 103.56	11,739,157.95 88,359.37	(83,862.04)	2.77%	N --	0.39% 0.60% --	AA+ Aaa

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
FEDERAL HOME LOAN BANKS 3130AJKW8 0.50%	06/13/25 06/13/25 3.90	06/15/20 06/16/20	3,000,000.00	2,998,380.00 2,998,717.69	2,977,211.34 99.24	2,977,961.34 750.00	(21,506.35)	0.70%	N --	0.51% 0.70% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEU9 0.38%	07/21/25 07/21/25 4.01	07/21/20 07/23/20	3,285,000.00	3,268,640.70 3,271,687.58	3,239,998.29 98.63	3,245,473.29 5,475.00	(31,689.28)	0.77%	N --	0.48% 0.72% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G05X7 0.38%	08/25/25 08/25/25 4.10	08/25/20 08/27/20	4,865,000.00	4,842,231.80 4,846,035.69	4,794,825.05 98.56	4,801,210.36 6,385.31	(51,210.64)	1.13%	N --	0.47% 0.73% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G06G3 0.50%	11/07/25 11/07/25 4.29	11/09/20 11/12/20	1,595,000.00	1,589,289.90 1,590,008.76	1,577,660.29 98.91	1,578,856.54 1,196.25	(12,348.47)	0.37%	N --	0.57% 0.75% --	AA+ Aaa
GSE TOTAL	09/01/23 09/01/23 2.13	-- --	109,130,000.00	\$111,366,557.64 \$110,609,939.40	\$111,310,641.68 102.05	\$111,722,685.47 \$412,043.78	\$700,702.28	26.39%	N --	0.76% 0.33% --	AA+ Aaa
MUNI								0.00%			
ARIZONA ST TRANSN BRD HWY REV 040654XU4 1.96%	07/01/24 07/01/24 2.89	01/10/20 02/12/20	3,100,000.00	\$3,100,000.00 \$3,100,000.00	\$3,211,972.00 103.61	\$3,242,321.00 \$30,349.00	\$111,972.00	0.77%	N --	1.96% 0.74% --	AA+ Aa1
MUNI TOTAL	07/01/24 07/01/24 2.89	01/10/20 02/12/20	3,100,000.00	\$3,100,000.00 \$3,100,000.00	\$3,211,972.00 103.61	\$3,242,321.00 \$30,349.00	\$111,972.00	0.77%	N --	1.96% 0.74% --	AA+ Aa1
CORP								0.00%			
TOYOTA MOTOR CREDIT CORP 89236TGS8 0.29%	08/13/21 08/13/21 0.12	02/10/20 02/13/20	3,000,000.00	\$3,000,000.00 \$3,000,000.00	\$3,000,520.80 100.02	\$3,001,685.57 \$1,164.77	\$520.80	0.71%	N --	0.29% 0.14% --	A+ A1
CATERPILLAR FINANCIAL SERVICES CORP 14913Q3D9 0.37%	11/12/21 11/12/21 0.12	01/09/20 01/13/20	920,000.00	920,000.00 920,000.00	920,711.45 100.08	921,181.04 469.58	711.45	0.22%	N --	0.38% 0.16% --	A A2
JOHN DEERE CAPITAL CORP 24422EUQ0 3.20%	01/10/22 01/10/22 0.52	01/08/20 01/10/20	3,975,000.00	4,081,768.50 4,003,390.36	4,039,361.85 101.62	4,099,781.85 60,420.00	35,971.49	0.97%	N --	1.83% 0.13% --	A A2

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
APPLE INC 037833AY6 2.15%	02/09/22 02/09/22 0.60	11/12/19 11/14/19	4,000,000.00	4,028,240.00 4,007,797.59	4,047,639.72 101.19	4,081,561.94 33,922.22	39,842.13	0.96%	N --	1.83% 0.19% --	AA+ Aa1
CHEVRON CORP 166764AT7 2.41%	01/03/22 03/03/22 0.51	04/23/19 04/25/19	1,900,000.00	1,887,042.00 1,896,864.17	1,921,770.68 101.15	1,936,785.85 15,015.17	24,906.50	0.46%	Y 01/03/22	2.66% 0.71% 0.16%	AA- Aa2
EXXON MOBIL CORP 30231GBB7 1.90%	08/16/22 08/16/22 1.11	08/13/19 08/16/19	1,275,000.00	1,275,000.00 1,275,000.00	1,298,580.62 101.85	1,307,674.55 9,093.94	23,580.62	0.31%	N --	1.90% 0.26% --	AA- Aa2
TOYOTA MOTOR CREDIT CORP 89233P7F7 2.62%	01/10/23 01/10/23 1.49	01/16/20 01/21/20	5,000,000.00	5,116,100.00 5,060,403.21	5,174,510.65 103.49	5,236,854.40 62,343.75	114,107.44	1.24%	N --	1.82% 0.33% --	A+ A1
APPLE INC 037833DE7 2.40%	12/13/22 01/13/23 1.42	05/11/20 05/13/20	3,000,000.00	3,132,210.00 3,074,491.16	3,096,883.50 103.23	3,130,483.50 33,600.00	22,392.34	0.74%	Y 12/13/22	0.68% 0.29% 0.17%	AA+ Aa1
JOHNSON & JOHNSON 478160BT0 2.05%	01/01/23 03/01/23 1.49	09/10/19 09/12/19	2,000,000.00	2,016,360.00 2,007,569.72	2,050,869.34 102.54	2,064,536.01 13,666.67	43,299.62	0.49%	Y 01/01/23	1.79% 0.52% 0.35%	AAA Aaa
APPLE INC 037833DV9 0.75%	05/11/23 05/11/23 1.85	05/05/20 05/11/20	1,700,000.00	1,695,376.00 1,697,117.56	1,714,662.69 100.86	1,716,433.52 1,770.83	17,545.13	0.41%	N --	0.84% 0.29% --	AA+ Aa1
CHEVRON CORP 166764AH3 3.19%	03/24/23 06/24/23 1.70	09/10/19 09/12/19	2,000,000.00	2,087,900.00 2,043,828.33	2,099,623.22 104.98	2,100,864.16 1,240.94	55,794.89	0.50%	Y 03/24/23	1.90% 0.66% 0.31%	AA- Aa2
MICROSOFT CORP 594918BQ6 2.00%	06/08/23 08/08/23 1.90	04/28/20 04/30/20	1,000,000.00	1,044,020.00 1,027,567.30	1,032,361.39 103.24	1,040,305.83 7,944.44	4,794.09	0.25%	Y 06/08/23	0.57% 0.45% 0.32%	AAA Aaa
PEPSICO INC 713448FB9 0.40%	10/07/23 10/07/23 2.26	10/06/20 10/07/20	2,530,000.00	2,528,557.90 2,528,908.28	2,532,131.45 100.08	2,534,492.78 2,361.33	3,223.17	0.60%	N --	0.42% 0.36% --	A+ A1
AMAZON.COM INC 023135BW5 0.45%	05/12/24 05/12/24 2.84	05/11/21 05/12/21	4,225,000.00	4,218,831.50 4,219,109.13	4,217,099.25 99.81	4,219,687.06 2,587.81	(2,009.88)	1.00%	N --	0.50% 0.52% --	AA A1
WALMART INC 931142EL3 2.85%	06/08/24 07/08/24 2.81	05/07/20 05/11/20	1,750,000.00	1,889,597.50 1,851,074.70	1,867,730.39 106.73	1,891,698.10 23,967.71	16,655.69	0.45%	Y 06/08/24	0.85% 0.60% 0.54%	AA Aa2
CORP TOTAL	12/01/22 12/17/22 1.39	-- --	38,275,000.00	\$38,921,003.41 \$38,613,121.52	\$39,014,456.99 101.97	\$39,284,026.17 \$269,569.18	\$401,335.47	9.28%	--	1.27% 0.35% 0.29%	AA- Aa3

Portfolio Holdings

06/01/2021 to 06/30/2021

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
FHLMC								0.00%			
FHMS K-026 A2 3137BIBS0 2.51%	10/15/22 11/25/22 1.27	05/21/19 05/24/19	500,000.00	\$500,214.85 \$499,574.83	\$513,058.40 102.61	\$514,104.23 \$1,045.83	\$13,483.57	0.12%	Y --	2.46% -- --	AA+ Aaa
FHLMC TOTAL	10/15/22 11/25/22 1.27	05/21/19 05/24/19	500,000.00	\$500,214.85 \$499,574.83	\$513,058.40 102.61	\$514,104.23 \$1,045.83	\$13,483.57	0.12%	Y --	2.46% -- --	AA+ Aaa
FHLMC CMO								0.00%			
FHMS K-030 A1 3137B3N95 2.78%	10/13/21 09/25/22 0.29	06/14/18 06/19/18	55,852.66	\$55,499.22 \$55,707.36	\$56,160.11 100.55	\$56,289.45 \$129.35	\$452.74	0.01%	Y --	3.03% -- --	AA+ Aaa
FHLMC CMO TOTAL	10/13/21 09/25/22 0.29	06/14/18 06/19/18	55,852.66	\$55,499.22 \$55,707.36	\$56,160.11 100.55	\$56,289.45 \$129.35	\$452.74	0.01%	Y --	3.03% -- --	AA+ Aaa
PORTFOLIO TOTAL	04/11/23 04/13/23 1.75	-- --	416,463,339.44	\$420,571,953.42 \$419,003,974.95	\$421,791,319.48 91.34	\$423,289,240.75 \$1,497,921.27	\$2,787,344.54	100.00%	--	0.91% 0.32% 0.29%	AA+ Aaa

FINANCE/OUTREACH & PLANNING COMMITTEE

July 27, 2021

Discussion: Information Only: Investment Strategy Discussion

Purpose

Discuss the District's investment strategy.

Background

The District utilizes a diversified investment program that is designed to provide liquidity for short term and long term needs expenditures. The program seeks to enhance earnings, while maintaining compliance with the District's investment policy and Florida State Statutes. This strategy has protected the District's assets through interest rate cycles and from the impacts of the COVID-19 related economic shutdowns. The District periodically adjusts the overall investment strategy based on market conditions and recommendations from Public Trust and the Board of Governors, while focusing on the primary investment objectives of safety of principal, ensuring adequate liquidity for expenditures and seeking to earn a market rate of return.

Discussion

Review the District's investment strategy, the impact of economic indicators, estimates based on survey results, the District's risk tolerances and the recommendation of implementing an active investment program for long term assets and maintaining the appropriate balances in liquidity funds for short term expenses.

Staff Recommendation:

Based on Board discussion, if necessary, staff will submit a revised Investment Policy reflecting any changes to the Policy as directed by the Board. Approval for the revised Policy will be submitted through consent at the August 2021 board meeting.

Presenters:

John Campbell, Division Director, Management Services

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

FINANCE/OUTREACH & PLANNING COMMITTEE**July 27, 2021****Discussion: Action Item: Fiscal Year (FY) 2022 Budget Development**

- a. FY2022 Budget Update**
- b. Adoption of Proposed District Millage Rate for FY2022**
- c. Approval of August 1 Standard Format Tentative Budget Submission**

Purpose

- a. Provide an update on budget changes that have been made since the FY2022 Recommended Annual Service Budget (RASB).
- b. 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 FY2022 millage rate.
- 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, 2021.

Background

In June, staff submitted the FY2022 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 22, 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 FY2022 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 27, staff will provide a budget update to the Governing Board including the certifications of taxable value and the proposed FY2022 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 27 Governing Board meeting, staff will provide Board members with a draft of the August 1 *Standard Format Tentative Budget Submission* for FY2022 for consideration to approve for submission by August 1 pursuant to s. 373.536 Florida Statutes (F.S.).

The District's FY2022 budget will be adopted in September following two public TRIM hearings. The first hearing is scheduled for September 14, 2021 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 28, 2021 at 5:01 p.m., also at the Tampa Office.

Discussion

- a. FY2022 Budget Update**

Staff will review proposed budget changes that have occurred since June 22. If approved, the proposed budget changes presented at the July 27, 2021 Governing Board meeting will be

incorporated in the August 1 *Standard Format Tentative Budget Submission*.

The following changes since the FY2022 RASB did not affect the proposed budget of \$191,224,447:

Revenue Budget:

- Ad valorem tax revenue decreased by \$81,236 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 0.2535 mill.
- Balance from Prior Years increased by \$81,236 to balance the budget.

b. Adoption of Proposed District Millage Rate for FY2022

Staff will present the certifications of taxable value and the proposed FY2022 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 7.86 percent. Of the increase, 5.16 percent is related to existing property values and 2.70 percent is related to new construction. The rolled-back millage rate, based on s. 200.065, F.S., equates to 0.2535, which is 5 percent less than the rate of 0.2669 adopted for FY2021. Based on the July 1 certifications of taxable value and the rolled back millage rate, staff has decreased ad valorem revenue by \$81,236 to \$118,796,620. Staff will recommend the Governing Board adopt Resolution No. 21-08, *Adoption of Proposed Millage Rate for Fiscal Year 2022*. A copy of the draft resolution is attached as an exhibit to this Item.

c. Approval of August 1 Standard Format Tentative Budget Submission

Staff requests approval to submit the *Standard Format Tentative Budget Submission* for FY2022 to the EOG, DEP, Florida Legislature, and other parties, as required by statute, for delivery by August 1, 2021. The draft report reflects the FY2022 RASB, adjusted for the changes discussed in item a. above for a total budget of \$191,224,447.

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

Staff Recommendation:

See Exhibit

- a. Approve the budget changes presented at the July 27, 2021 Governing Board meeting.
- b. Approve Resolution No. 21-08, *Adoption of Proposed Millage Rate for Fiscal Year 2022*.
- c. Approve the August 1 submittal of the *Standard Format Tentative Budget Submission* for FY2022.

Presenter:

John J. Campbell, Division Director, Management Services

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 21-08

ADOPTION OF PROPOSED MILLAGE RATE FOR FISCAL YEAR 2022

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 2021, 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 2022, to be assessed on the tax rolls for the year 2021, 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	0.2535	0.2535	0.00%	Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, Sumter

APPROVED AND ADOPTED this twenty-seventh day of July 2021 by the Governing Board of the Southwest Florida Water Management District.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

Attest:

By: _____
Kelly Rice, Chair

Rebecca Smith, Secretary

CERTIFICATE AS TO RESOLUTION NO. 21-08

STATE OF FLORIDA
COUNTY OF HERNANDO

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-seventh day of July 2021, at a duly called and properly held meeting of the Governing Board of the Southwest Florida Water Management District, at 2379 Broad Street, Brooksville, Hernando 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 Brooksville, Florida, this twenty-seventh day of July 2021.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

By: _____
Kelly Rice, Chair

Attest:

Rebecca Smith, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this twenty-seventh day of July 2021, by Kelly Rice and Rebecca Smith, 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-seventh day of July 2021.

Notary Public
State of Florida at Large
My Commission Expires:

FINANCE/OUTREACH & PLANNING COMMITTEE

July 27, 2021

Submit & File: Information Only: Budget Transfer Report

Purpose

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

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of June 2021.

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
June 2021

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason For Transfer	Transfer Amount
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category			
<u>Change from Original Budget Intent</u>					
1	Information Technology Equipment - Non-Capital Outlay	Information Technology Equipment - Non-Capital Outlay	Transfer of funds originally budgeted for replacement of video conference room equipment. These funds are no longer required due to the equipment being procured for less than anticipated. The funds are needed for the procurement of 12 replacement laptop computers and docking stations ahead of schedule due to the current difficulty in obtaining computer equipment and anticipated cost increases for next year. This will help ensure the District maintains equipment with technology that is equipped to handle current operating systems, software, and security patches to limit the District's exposure to security risks and cyber attacks.	\$	23,945.64
Total Change from Original Budget Intent				\$	23,945.64
Total Consistent with Original Budget Intent				\$	-
Total Amount Transferred				\$	23,945.64

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 & PLANNING COMMITTEE

July 27, 2021

Submit & File: Information Only: Office of Inspector General Quarterly Update April 1,2021 to June 30, 2021

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; no action is needed.

Presenter:

Brian Werthmiller, Inspector General



An Equal
Opportunity
Employer

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)

Kelly S. Rice

Chair, Citrus, Lake, Levy, Sumter

Joel Schleicher

Vice Chair, Charlotte, Sarasota

Rebecca Smith

Secretary, Hillsborough, Pinellas

Ed Armstrong

Treasurer, Pinellas

Ashley Bell Barnett

Polk

Jack Bispham

Manatee

Roger Germann

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John Mitten

Hernando, Marion

Seth Weightman

Pasco

Michelle Williamson

Hillsborough

Brian J. Armstrong, P.G.

Executive Director

July 27, 2021

MEMORANDUM

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

FROM: Brian Werthmiller, CPA, Inspector General

SUBJECT: Office of Inspector General Quarterly Update April 1, 2021 - June 30, 2021

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, 2021:

- The OIG was made aware of allegations involving Fleet Services. The 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 April 1, 2021, there were allegations that were found to be substantiated and unsubstantiated. This communication to the Governing Board also included recommendations for the District to enhance procedures.
- The OIG quarterly update for the quarter ending March 31, 2021, was submitted to the Governing Board on April 27, 2021.
- The Florida Department of Highway Safety and Motor Vehicles (DHSMV) follow-up audit is underway of the procedures implemented by the District in response to the OIG's February 2020 findings that controls over District employee access privileges to DHSMV information needed enhancement to ensure that assigned access privileges appropriately restrict District employees to only those functions necessary for their assigned job responsibilities and District records evidence signed acknowledgements were maintained. The follow-up audit will report if the District had taken corrective actions.
- As noted above, one investigation was completed. Four new complaints were received which after the preliminary review, an investigation by the OIG was not considered necessary.
- On June 2, 2021, the OIG performed a presentation to the Data Collections Bureau on functions this office provides involving audits, reviews, and investigations.
- The OIG received requests from the District to review reports, policies, procedures, and other information. The OIG will provide recommendations for the requestor's consideration. Reviews also included external requests from another government agency and OIG initiated projects. During the quarter ending June 30, 2021, the OIG initiated 26 reviews.
- The OIG Charter is required to be reviewed annually. There are no proposed changes at this time.

Office of Inspector General Performance Measures			
Performance Measure	Frequency	Goal	Status Through 6/30/21
Audit Plan	Annual	Submit to the Board January 2021	Completed 1/26/21
Appropriate Time Allocated to Efforts Resulting in Reporting to the Board	N/A	75% of Chargeable Hours by September 2021	74%
Inspector General Annual Report	Annual	Submit to the Board September 2021	Open
Updates to the Finance/Outreach & Planning Committee including IG Performance Measures	Quarterly	All quarters in FY	75% Complete
Complete follow-up on two investigative recommendations from FY 2020	Quarterly	Complete by September 2021	1 follow-up completed
Complete follow-up to the Department of Highway Safety and Motor Vehicles audit recommendations from FY 2020	Monthly	Complete by September 2021	Open

Governing Board Meeting

July 27, 2021

4. RESOURCE MANAGEMENT COMMITTEE

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RESOURCE MANAGEMENT COMMITTEE

July 27, 2021

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

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE**July 27, 2021****Discussion: Information Only: Fiscal Year 2023 Cooperative Funding Process***Purpose*

To provide the Board an overview of the fiscal year (FY) 2023 Cooperative Funding Initiative (CFI) process specifically the changes to the evaluation of project funding requests from ranking to scoring. The new scoring system will help prioritize projects for funding decisions. Information also includes a description of the CFI process and timeline for FY2023.

In an effort to prioritize projects for funding decisions, a working group of District staff collaborated to develop evaluation criteria and scoring process to be used in the upcoming FY2023 CFI application cycle. The evaluation criteria are similar to the FY2022 CFI application cycle using Initial Application Quality, Project Benefit, Cost Effectiveness, Past Performance, Complementary Efforts, Project Readiness, and Strategic Goals. However, the ranking system of high, medium, and low for each evaluation criteria is replaced with the point scoring system shown below.

Previous Criteria	Previous Ranking	New Criteria	New Scoring
Application Quality	High/Medium/Low	Initial Application Quality	0-5 Points
Project Benefit	High/Medium/Low	Project Benefit	0-25 Points
Cost Effectiveness	High/Medium/Low	Cost Effectiveness	0-25 Points
Past Performance	High/Medium/Low	Past Performance	0, 2 or 5 Points
Project Readiness	High/Medium/Low	Project Readiness	0-10 Points
Complementary Efforts	High/Medium/Low	Complementary Efforts	0-10 Points
Strategic Goals	High/Medium/Low	Strategic Goals	0-25 Points
Overall Ranking	1A/High/Medium/Low/Not Recommended	Overall Score	0-105 Points

Staff Recommendation:

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

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE**July 27, 2021****Discussion: Action Item: Pasco County Magnolia Valley Storage and Wetland Enhancement - Third-Party Review (N865)***Purpose*

The purpose of this item is to present the results of the third-party review (TPR) for the Pasco County (County) Magnolia Valley Storage and Wetland Enhancement project and to request Governing Board approval to amend the Cooperative Funding Agreement to move forward with final design, permitting, and construction at a total project cost of \$8,976,900 with the District funding \$4,488,450.

Background/History

The County and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement in 2017 for the Magnolia Valley Storage and Wetland Enhancement project. The project consists of design, permitting, and construction of drainage improvements within the Magnolia Valley area of Pasco County. The proposed project consists of conveyance improvements, excavation to provide stormwater storage, and wetland enhancement on a former golf course purchased by the County as part of the previous cooperatively funded Magnolia Valley Stormwater Facility and Pump Station Project (N835).

The project will reduce the structure and street flooding that occurs in the area during the 100-year, 24-hour storm event through a combination of conveyance improvements and additional stormwater storage. Environmental benefits will also be provided by wetland enhancements included in the project.

The District's Governing Board approved fiscal year (FY) 2018 cooperative funding for this project for 30 percent design and TPR, with additional Governing Board approval required in order to proceed beyond this stage. The initial conceptual project cost for design, permitting and construction was estimated at \$13,000,000 and was developed prior to starting design.

Per our agreement, the County provided the 30 percent design for the TPR. The District contracted with the TPR consultant who completed their review of the 30% design in May 2021. The TPR included a review of the schedule, constructability, cost estimate, and ability to meet the proposed resource benefit. The TPR report concluded that the project design is reasonable, constructable, and meets the stated flood protection benefits. The report also concluded that the project schedule and cost estimate are reasonable.

The TPR identified several items that the County addressed. Of particular concern was the presence of contaminated soils and water and the extremely limited space adjacent to existing homes in which some of the construction is proposed. The County addressed the contamination issue by conducting a thorough investigation (71 soil borings / 360 soil samples) and developing a plan to manage the contaminated material on site. The selected design configuration consists of unlined ponds only in areas where groundwater arsenic levels are below the criteria at which class III surface waters should be avoided. The footprint and depth of ponds was adjusted to avoid these contaminations. Any additional cost associated with contaminated material is not eligible for District reimbursement or as a cooperator match and will be a contract condition in the cooperative funding agreement.

The County's current total project cost estimate of \$8,976,900 includes the following:

- Project design and permitting
- TPR
- Excavation
- Drainage conveyance improvements
- Wetland enhancement
- Off-site hauling and disposal of a limited quantity of contaminated soil (not funded by District)
- Current construction material and labor rates
- Construction Engineering and Inspection

Benefits/Costs

The project will reduce the existing street and structure flooding problem through the 100-year, 24-hour storm event. In addition, the project will provide environmental benefits through wetland enhancement. The Measurable Benefit of the project will be completion of design, permitting, and construction of the proposed drainage improvement and the storage and wetland enhancements area to relieve flooding in the Magnolia Valley area in Pasco County.

As currently proposed, the project is consistent with the original conceptual scope including improved conveyance, additional stormwater storage, and wetland enhancement. In addition to this general scope description, the original scope included an aggressive goal to store the entire 100-year storm volume on site. This would have required excavating essentially the entire golf course site. Due to the presence of contaminated soils found on some of the property during design, the excavation area has been reduced and on-site storage of the 25-year event volume will be achieved. Flood reductions and benefits are still achieved through and including the 100-year event. Five homes are removed from the 100-year floodplain and approximately 2,700 linear feet of roadway flooding is eliminated. Smaller storm events include even larger roadway benefits and the duration of flooding is reduced for all storm events.

Based on the 30% design estimate of \$7,519,125 for construction, \$50,000 for the TPR, and \$1,407,775 for the project design, the County is proposing a total project cost of \$8,976,900 to complete design, TPR, permitting, and construction. The County is requesting Governing Board approval to move forward with the project final design, permitting and construction with the District funding fifty percent of the eligible costs. If approved, the District share would be \$4,488,450.

While there have been general increases in construction materials and labor, the decrease in this project's cost is due to the decreased excavation volume and some reduction of the anticipated upstream conveyance improvements. Combined acreage of the proposed regional storage ponds has been reduced from roughly 90 acres to 35 acres. This is a 60% reduction in pond footprint, accounting for approximately 75% of the cost decrease. Some upstream conveyance system improvements contained in the conceptual plan have already been replaced by the County outside of this project and are no longer included in the project costs. Additional conveyance improvements were found to be unnecessary or oversized based on more detailed surveys, the development of 30% design, and updated modeling evaluations. This accounts for the remaining 25% cost decrease.

The District has budgeted \$500,000 through FY2021 subject to Governing Board approval to move forward after the TPR. The County has requested \$250,000 in FY2022 and will request the remaining share in future years.

The project has been evaluated based upon the latest information, and the evaluation form is provided as an exhibit to this recap. The project benefit and strategic goals continue to be ranked high. The cost effectiveness is based on the ratio of project benefits (avoided flood damages) to project cost. As noted earlier, the benefits and the costs for this project have decreased when compared to the conceptual estimates. The result is that the cost effectiveness improved from the conceptual benefit/cost ratio of 0.60 to a new benefit/cost ratio of 0.76. The cost effectiveness ranking is medium. The overall project ranking is high.

The District's existing cooperative funding agreement with the County requires Governing Board approval to modify the agreement costs and scope before the County is eligible for reimbursement of any expenses beyond the TPR task.

Staff Recommendation:

Authorize continuation of the project and approve amending the Cooperative Funding Agreement to include a total project cost of \$8,976,900 with the District's share of \$4,488,450 for third-party review, design, permitting and construction of the Magnolia Valley Storage and Wetland Enhancement Project (N865).

Presenter:

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

Project No. N865	SW IMP – Flood Protection – Magnolia Valley Storage and Wetland Enhancement Project			
Pasco County	FY2022			
Risk Level: Type 3		Multi-Year Contract: Yes, Year 4 of 6		
Description				
Description:	Design, permitting, and construction of the Magnolia Valley Storage and Wetland Enhancement Area. This project consists of conveyance improvements in contributing areas and excavation to provide stormwater storage and wetland enhancement on a former golf course purchased by the County as part of the previous cooperatively funded Magnolia Valley Stormwater Facility and Pump Station Project (N835). Funding was approved in FY2018 for 30% design and third-party review (TPR). The District required a TPR because this project has a conceptual estimate greater than \$5 million dollars. The FY2022 funding request is to start construction.			
Measurable Benefit:	The contractual Measurable Benefit will be the design, permitting and construction of stormwater storage and wetland enhancements within the Magnolia Valley contributing area. Construction will be in accordance with the permitted plans.			
Costs:	Total conceptual project cost: \$8,976,900 (design, TPR, permitting, and construction) Pasco County: \$4,488,450 District: \$4,488,450 with \$500,000 budgeted in previous years, \$250,000 requested in FY2022 and \$3,738,450 anticipated to be requested in future years.			
Evaluation				
Application Quality:	Medium	Application included most of the required information identified in the CFI guidelines. District PM/CM had to work with cooperator to obtain remaining required information.		
Project Benefit:	High	The Resource Benefit of this project will reduce the existing flooding problem during the 100 year, 24-hour storm event. Structure and street flooding currently occur in the project area and the project impacts the regional or intermediate drainage system.		
Cost Effectiveness:	Medium	Benefit/cost ratio is less than 1 but greater than or equal to 0.7. Benefits include avoided damages to structures and roads.		
Past Performance:	Medium	Based upon an assessment of the schedule and budget for the 19 ongoing projects.		
Complementary Efforts:	Medium	Cooperator's Community Rating System class is 6 and is in the 6 to 9 range.		
Project Readiness:	High	Project is ongoing and on schedule.		
Strategic Goals				
Strategic Goals:	High	Strategic Initiative - Water Quality Maintenance and Improvement: Develop and implement programs, projects and regulations to maintain and improve water quality. Strategic Initiative – Flood Protection Maintenance and Improvement: Develop and implement programs, projects and regulations to maintain and improve flood protection, and operate District flood control and conservation structures to minimize flood damage while preserving the water resource. Tampa Bay Region Priority: Flood Protection: Improve flood protection in Lake Tarpon, the Pithlachascotee, Anclote and Hillsborough Rivers and Pinellas County Coastal watersheds		
Overall Ranking and Recommendation				
Fund as a High Priority	Based upon the TPR results and available cost estimates, District staff recommends Governing Board approval of funding for the Magnolia Valley Storage and Wetland Enhancement Project for final design, permitting, and construction. Project is designed to reduce existing structure and street flooding.			
Funding				
Funding Source	Prior	FY2022	Future	Total
District	\$500,000	\$250,000	\$3,738,450	\$4,488,450
Pasco County	\$500,000	\$250,000	\$3,738,450	\$4,488,450
Total	\$1,000,000	\$500,000	\$7,476,900	\$8,976,900

RESOURCE MANAGEMENT COMMITTEE**July 27, 2021****Discussion: Action Item: Tampa Bay Water Southern Hillsborough County Booster Pump Station – Third-Party Review (Q146)***Purpose*

The purpose of this item is to provide the results of the third-party review (TPR) on Tampa Bay Water's Southern Hillsborough County Booster Pump Station project, and request Governing Board approval to amend the Cooperative Funding Agreement to move forward with final design, bidding, permitting, and construction for the project at a total project cost of \$12,686,049 with the District funding \$3,300,000 of the total project cost.

Background/History

Tampa Bay Water (TBW) and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement in 2020 for the Southern Hillsborough County Booster Pump Station project. The booster pump station will enable increased flow rates in the existing transmission main coming from Tampa Bay Water's Regional Water Treatment Plant to the existing Regional Delivery Point of Connection at Hillsborough County's Lithia Water Treatment Facility. The booster pump station has been sized and designed to provide an additional 5 – 7 million gallons per day (MGD) of alternative water supplies to support the water demands in the rapidly growing area of southern Hillsborough County.

The District's Governing Board approved fiscal year (FY) 2021 cooperative funding for the project's TPR, with additional Governing Board approval required in order to proceed beyond this stage. The initial conceptual cost for final design, permitting and construction was estimated at \$7,100,000, which included estimates for the booster pump station building, pumps, valves, suction and discharge pipes to connect to the existing 30-inch pipeline, as well as electrical and instrumentation work. The conceptual project cost estimate was developed in May 2019 prior to acquiring a design engineer.

Per our agreement, TBW provided the Basis of Design Report (BODR) at 30 percent design for the TPR. District staff contracted with an engineering firm to conduct the TPR in January 2021. The TPR was completed in April 2021 and included review of the project schedule, constructability, cost estimate, and ability to meet proposed resource benefits. The TPR consultant concluded that the proposed design is reasonable and recommended continued updating of the hydraulic and surge analysis as the design progresses. The proposed schedule was determined to provide ample time to complete the project with the potential to be revisited to condense the timeframe if deemed necessary. Based on the analysis of the information presented in the BODR, the proposed facility will meet the resource benefit of 5-7 mgd. In addition, the TPR firm reviewed the engineer's Opinion of Probable Construction Cost estimate and found it to be reasonable for the proposed project.

The engineer's Opinion of Probable Construction Cost (OPCC) estimate is \$10,459,000 for construction with a total project cost of \$12,686,049. The OPCC estimate is based on the 30 percent design and incorporates the following:

- Five 250-hp pumps and associated electrical and instrumentation components
- A 6,700 square feet booster station building
- Final facility location, suction and discharge piping to connect to the existing transmission main, and bypass piping

- Flow control valve modifications at the Lithia Point of Connection
- Contingency funds
- Current construction material and labor rates

Benefits/Costs

Robust growth in the southern Hillsborough County area has made supplying alternative water to the area a high priority. The benefit of this project has not changed, and construction of this booster pump station will enable TBW to supply alternative water supplies sufficient to meet the area demands through 2028. The Measurable Benefit of the project will be an increase of available alternative water supply by 5 – 7 MGD at the Lithia Point of connection to support TBW regional water supply demands.

The total project cost of \$12,686,049 includes \$334,556 for Construction Manager at Risk (CMAR) pre-construction services, \$10,459,000 for construction, \$507,196 for construction engineering, record drawing and substantial completion services, and \$1,385,297 for the remaining design, permitting, TPR, and bidding services. In addition to a general increase in construction material and labor costs, the finalization of the location of the booster pump station contributed to the increase in costs. Due to acquisition limitations, the booster station site ended up farther away from the point of connection resulting in increased pipe costs by approximately \$1,500,000. The cost of the pump station building increased by \$900,000 to enlarge the building. This was needed because of the residential character of the site and to accommodate an increased number of pumps and all the piping system and ancillary facilities within the building. Also included was the operational bypass which added another \$1,500,000. Estimating costs with current rising material and labor costs influenced the project estimate. After discussions with TBW staff, they decided not to request that the District share in any of the cost increase.

The conceptual project cost estimate was \$7,100,000. At the April 2021 Governing Board meeting, \$500,000 of Florida Department of Environmental Protection (FDEP) funds was approved for this project to be split equally between TBW and the District, resulting in the District's share of \$3,300,000, of which \$250,000 is included in the FY2021 budget. TBW requests that the Governing Board approve moving forward with the project for final design, permitting, and construction at a total project cost of \$12,686,049 with the District continuing to fund \$3,300,000. TBW has requested an additional \$500,000 in FY2022 and will request the remaining share in future years.

The project has been evaluated based on the latest information, and the evaluation form is provided as an exhibit to this recap. Project benefit and strategic goal rankings remain high, while cost effectiveness changed from high to medium. When comparing this project to similar projects estimated within the last year, staff found the costs reasonable. The overall project ranking continues as high.

The District's existing cooperative funding agreement with TBW requires Governing Board approval to modify the agreement costs and scope before TBW is eligible for reimbursement of any expenses beyond the TPR task. is eligible for reimbursement of any expenses beyond the TPR task.

Staff Recommendation:

Authorize continuation of the project and approve amending the Cooperative Funding Agreement to include a total project cost of \$12,686,049 with a District share of \$3,300,000 for TPR, design, permitting and construction of the in-line booster pump station.

Presenter:

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

Project No. Q146	Interconnects – Tampa Bay Water Southern Hillsborough Co. Booster Pump Station			
TBW	FY2022			
Risk Level:	Type 2		Multi-Year Contract: Yes, Year 2 of 3	
Description				
Description:	Third-party review (TPR), design, permitting and construction of a potable water booster pump station to increase delivery capacity to the regional Delivery Point of Connection at the Lithia Water Treatment Plant by connecting into an existing 30" Brandon-South Central Transmission Main. The new booster pump station will increase the net gain in transmission line flow by approximately 5 – 7 MGD. District funding in FY2021 included TPR as this project has a conceptual construction estimate greater than \$5 million dollars. Funding in FY2022 will support remaining design and permitting services.			
Measurable Benefit:	The contractual Measurable Benefit will be an increase of available alternative water supply by 5 – 7 MGD at the Lithia Point of connection to support Tampa Bay Water (TBW) regional water supplies goals.			
Costs:	Total conceptual project cost: \$12,686,049 (TPR, design, permitting and construction) FDEP: \$500,000 Tampa Bay Water: \$8,886,049, District: \$3,300,000 with \$250,000 requested in previous years, \$500,000 requested in FY2022, and \$2,550,000 anticipated to be requested in future years.			
Evaluation				
Application Quality:	High	Application included all the required information identified in the CFI Guidelines.		
Project Benefit:	High	The benefit of this project will be the improved regional distribution of alternative water supplies in the Tampa Bay Region. The project will increase the available water supply by 5 – 7 MGD at the Lithia Point of Connection.		
Cost Effectiveness:	Medium	The project is ranked medium based on the District's average costs for similar projects.		
Past Performance:	High	Based upon an assessment of the schedule and budget for the 5 ongoing projects.		
Complementary Efforts:	High	TBW provides wholesale drinking water to the counties of Hillsborough, Pasco and Pinellas and the cities of New Port Richey, Tampa, and St. Petersburg.		
Project Readiness:	High	The project is ready to begin on or before December 1, 2021, pending third-party review and approval by the District Governing Board in July 2021.		
Strategic Goals				
Strategic Goals:	High	Strategic Initiative - Alternative Water Supplies: Strategic Initiative - Alternative Water Supplies: Strategic Initiative - Regional Water Supply Planning: Identify, communicate and promote consensus on the strategies and resources necessary to meet future reasonable and beneficial water supply needs		
Overall Ranking and Recommendation				
Fund as a High Priority	Based on the TPR results, and available cost estimates, District staff recommends approval of funding the Southern Hillsborough County Booster Pump Station project. The project will provide additional 5 – 7 MGD of alternative water supply to support Tampa Bay regional water supply demands. As presented to the Governing Board at their July 2021 meeting for the TPR, TBW requested that the District fund 50% of the original conceptual estimate of \$7,100,000 less the FDEP funding for a \$3,300,000 District share. TBW will fund the additional cost of \$8,886,049 based on the current project cost estimate.			
Funding				
Funding Source	Prior	FY2022	Future	Total*
FDEP	\$500,000	0	0	\$500,000
District	\$250,000	\$500,000	\$2,550,000	\$3,300,000
TBW	\$250,000	\$500,000	\$8,136,049	\$8,886,049
Total	\$1,000,000	\$1,000,000	\$10,686,049	\$12,686,049

RESOURCE MANAGEMENT COMMITTEE**July 27, 2021****Discussion: Action Item: City of Tampa Southeast Seminole Heights Flood Relief – Third-Party Review (N949)***Purpose*

The purpose of this item is to present the results of the third-party review (TPR) for the City of Tampa (City) Southeast Seminole Heights Flood Relief Project and to request Governing Board approval to amend the Cooperative Funding Agreement and move forward with final design, permitting, and construction at a total project cost of \$31,540,049 with the District funding \$15,770,024.

Background/History

The City and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement in fiscal year (FY) 2019 for the Southeast Seminole Heights Flood Relief Project. The project is a flood protection project located in the Southeast Seminole Heights area in the City of Tampa. The project consists of design, permitting and construction of regional stormwater improvements to serve an area of approximately 870 acres of a highly urbanized basin discharging into the Hillsborough River in the City.

This project will improve drainage by upsizing existing pipes and installing higher capacity trunklines. It will reduce flooding in structures and streets for the mean annual through the 100- year storm events. In addition, the City will provide water quality treatment systems for stormwater.

The project area is subject to frequent and dangerous flooding on critical evacuation routes and in residential neighborhoods. The existing residential neighborhood storm sewer systems are old and undersized. Area drainage problems persist during the rainy season and after short and intense storms. There are areas along evacuation routes such as at the Central Avenue and Hillsborough Avenue intersection that experience severe flooding during high intensity and short duration storms. There have been multiple instances of residential structural flooding and many of the residential streets are impassable several times a year during the rainy season. Some of the busier collector and arterial roads experience impassable flooding conditions 1-2 times per year during the rainy season.

The District's Governing Board approved FY2019 cooperative funding for the project for 30 percent design and TPR, with additional Governing Board approval required in order to proceed beyond this stage. The initial conceptual cost estimate for design, permitting and construction was \$23,500,000 and was developed in 2018 prior to starting design.

Per our agreement, the City provided the 30 percent design for the TPR. The District contracted with the TPR consultant who completed their review of the design in April 2021. The TPR included a review of the schedule, constructability, cost estimate, and ability to meet the proposed resource benefit. The TPR report concluded that the project design is reasonable, constructable, and consistent with similar systems in urban settings. The TPR Consultant did not identify any major constructability issues but did point out challenges due to the shallow depth to groundwater and dewatering efforts that may be required. The TPR Consultant also confirmed that flooding will be reduced during the mean annual and subsequent larger events and agreed that the project will achieve the resource benefits identified by the City. The construction schedule was also reviewed and considered reasonable. In addition, the TPR

Consultant cautioned that the City should leave time for public outreach and attempt to reduce impacts on traffic during the construction.

The City and their design/build contractor completed the 60 percent design to prepare a Guaranteed Maximum Price (GMP) for the project construction of \$28,850,000. The GMP and current total project cost reflects modifications to the alignment made during design, current construction material and labor costs, and a complete inventory of all the components and elements necessary for the project. The TPR team also concluded that this GMP was reasonable and appropriate for a project of this magnitude and complexity.

The Design-Build Contractor's GMP is \$28,850,000. The GMP incorporates the following:

- Project mobilization costs
- Roadway replacement costs
- Right-of-way restoration costs
- Storm sewer costs
- Green infrastructure costs
- Sanitary sewer and water main replacement costs
- Engineering fees during construction
- Construction contingency funds

Benefits/Costs

The project will reduce the existing flooding problems in the area, reducing both structure flooding and street flooding for the mean-annual storm through the 100-year storm events. Based on the current design and associated updated modeling, the project benefits have increased significantly. For example, predictions for reduced roadway flooding increased by 5,600 feet of roadway for a mean-annual storm event, by 3,600 feet for a 25-year event, and by 2,900 feet for a 100-year event. In addition, the project will provide stormwater treatment systems for water quality. The Measurable Benefit of the project will be completion of design, permitting and construction of the drainage conveyance system BMPs to reduce flooding in a highly urbanized basin of the Southeast Seminole Heights area in the City.

Based on the GMP for construction (\$28,850,000), \$40,365 for the TPR, and \$2,649,684 for the project design; the City is proposing a total project cost of \$31,540,049 for design, TPR, permitting, and construction. The primary reason for the cost increase, when compared to the conceptual cost estimate, is due to items not included or underestimated in the original conceptual cost estimate. Several significant construction items are included in this total project cost and include the following:

- \$640,000 for additional maintenance of traffic due to FDOT right of way and maintaining local resident access.
- \$3 million for additional concrete replacement work, roadway work, and neighborhood communications, security and accessibility.
- \$2.5 million for additional stormwater quantities including inlets, outfall structures, and new stormwater connections.
- \$664,285 for incidental water main relocation work within actively constructed areas.
- \$301,781 for building green infrastructure and adding new water quality treatment.

The City is requesting that the District help fund these items and that the Governing Board approve

moving forward with project final design, permitting and construction and fund fifty percent of \$31,540,049 for this project. If approved, the District share would be \$15,770,024.

The District has budgeted \$4,000,000 through FY2021 subject to Governing Board approval to move forward after the TPR. The City has requested \$7,500,000 in FY2022 and will request the remaining share in future years.

The project has been evaluated based upon the latest information, and the evaluation form is provided as an exhibit to this recap. The project benefit and strategic goals continue to be ranked high. The cost effectiveness is based on the ratio of project benefits (avoided flood damages) to project cost. As noted earlier, both the benefits and the costs for this project have increased when compared to the conceptual estimates. The result is that the cost effectiveness remains a medium based on a new benefit/cost ratio of 0.77. The conceptual benefit/cost ratio was 0.71. The overall project ranking remains high.

The District's existing cooperative funding agreement with the City requires Governing Board approval to modify the agreement costs and scope before the City is eligible for reimbursement of any expenses beyond the TPR task. the City is eligible for reimbursement of any expenses beyond the TPR task.

Staff Recommendation:

Authorize continuation of the project and approve amending the Cooperative Funding Agreement to include a total project cost of \$31,540,049 with the District's share of \$15,770,024 for third-party review and to design, permit and construct the Southeast Seminole Heights Project (N949).

Presenter:

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

Project No. N949	SW IMP - Flood Protection – Southeast Seminole Heights Flood Relief			
City of Tampa	FY2022			
Risk Level:	Type 3	Multi-Year Contract: Yes, 3 of 4		
Description				
Description:	Design, permitting, and construction of regional stormwater improvements to serve an area of approximately 870 acres of urban environment discharging into the Hillsborough River south of the Hillsborough River Dam in the Southeast Seminole Heights area of the City of Tampa. The City’s intent is to construct and implement several flood relief efforts in the watershed to alleviate frequent and dangerous flooding on critical evacuation routes and in residential neighborhoods. These flood relief efforts include upsizing existing pipes, installing higher capacity trunklines, and adding stormwater treatment systems for water quality purposes. The District required a third-party review (TPR) as this project has a construction cost greater than \$5 million. The FY2022 funding request is for construction.			
Measurable Benefit:	The contractual Measurable Benefit will be the design, permitting, and construction of drainage conveyance system BMPs to reduce flooding in a highly urbanized basin of approximately 870 acres. Construction will be in accordance with permitted plans.			
Costs:	Total project cost: \$31,540,049 (design, third-party review, permitting and construction) City of Tampa: \$15,770,025. District: \$15,770,024 with \$4,000,000 budgeted in previous years, \$7,500,000 requested in FY2022 and \$4,270,024 anticipated to be requested in future years.			
Evaluation				
Application Quality:	High	Application included all the required information identified in the CFI Guidelines.		
Project Benefit:	High	The Resource Benefit of this project will reduce the existing flooding problem during the design storm event. Structure and street flooding currently occurs in the project area and the project impacts the regional or intermediate drainage system. Ancillary water quality benefits were demonstrated along with the flood protection benefits.		
Cost Effectiveness:	Medium	Benefit/Cost ratio is less than 1 but greater than or equal to 0.7. Benefits include avoided damages to structures and roads.		
Past Performance:	High	Based on an assessment of the schedule and budget for the 7 ongoing projects.		
Complementary Efforts:	High	Cooperator’s Community Rating System class is 5 and is in the 5 or less range.		
Project Readiness:	High	The project is ongoing and on schedule.		
Strategic Goals				
Strategic Goals:	High	Strategic Initiative – Water Quality Maintenance and Improvement: Develop and implement programs, projects, and regulations to maintain and improve water quality. Strategic Initiative – Flood Protection Maintenance and Improvement: Develop and implement programs, projects, and regulations to maintain and improve flood protection, and operate District flood control structure and conservation structures to minimize flood damage while preserving the water resource. Tampa Bay Region Priority: Flood Protection: Improve flood protection in Lake Tarpon, the Pithlachascotee, Anclote and Hillsborough Rivers and Pinellas County Coastal watersheds		
Overall Ranking and Recommendation				
Fund as High Priority.	Based upon the TPR results and available cost estimates, District staff recommends Governing Board approval of funding the Southeast Seminole Heights Flood Relief Project for final design, permitting, and construction. Project is designed to reduce existing structure and street flooding.			
Funding				
Funding Source	Prior	FY2022	Future	Total
City of Tampa	\$4,000,000	\$7,500,000	\$4,270,025	\$15,770,025
District	\$4,000,000	\$7,500,000	\$4,270,024	\$15,770,024
Total	\$8,000,000	\$15,000,000	\$8,540,049	\$31,540,049

Governing Board Meeting

July 27, 2021

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

5.1 Discussion:	Information Only: Consent Item(s) Moved to Discussion.....	120
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OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

July 27, 2021

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

Presenter:

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

Governing Board Meeting

July 27, 2021

6. REGULATION COMMITTEE

- 6.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion..... 121
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board..... 122

REGULATION COMMITTEE

July 27, 2021

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

Presenter:

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

REGULATION COMMITTEE

July 27, 2021

Discussion: Action Item: Denials Referred to the Governing Board

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

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting

July 27, 2021

7. GENERAL COUNSEL'S REPORT

- 7.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion 123
- 7.2 **Discussion:** Information Only: Polk Regional Water Cooperative Funding Update 124

GENERAL COUNSEL'S REPORT

July 27, 2021

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

Presenter:

Karen West, General Counsel

GENERAL COUNSEL'S REPORT

July 27, 2021

Discussion: Information Only: Polk Regional Water Cooperative Funding Update

On May 19, 2015, the District's Governing Board adopted Resolution No. 15-07 to encourage the development of a regional water supply authority comprised of local governments and municipalities in Polk County to explore regional alternative water supply options to meet future demands. Resolution No. 15-07 recognized the District's commitment to contribute \$40 million dollars to the Polk Regional Water Cooperative (PRWC) through Fiscal Year 2018 to initiate a long-term water supply and conservation project development process. The Governing Board subsequently amended Resolution No. 15-07 to clarify that the cooperative funding commitment was conditioned upon the PRWC developing a project or combination of projects that can provide at least 30 million gallons per day of alternative water supply to be used as a base supply for members of the PRWC.

On April 24, 2018, the Governing Board adopted Resolution No. 18-06 to continue supporting the PRWC in developing alternative water supply and conservation projects. Resolution 18-06 recognized the District's commitment to contribute \$5 million dollars per year to the PRWC each year for five years from Fiscal Year 2019 through 2023, subject to certain terms and conditions that must have been met by established deadlines. The Governing Board subsequently amended Resolution No. 18-06 to add two additional alternative water supply projects to the existing list of three projects in order to assist in achieving the goal of providing at least 30 million gallons of water per day for the PRWC.

In May of 2020, the District approved funding 50% of the final design, permitting, and construction costs for the Southeast Wellfield Lower Floridan Aquifer project and associated transmission line, contingent upon the future appropriation of funds in the annual budget. A request for similar approval for the West Polk Lower Floridan Aquifer Wellfield project will be presented to the Governing Board later this year following a second third-party review of the projected costs for the project. Once the projects have been approved, the PRWC is expected to enter into cooperative funding agreements with the District for each project. This presentation will provide the Governing Board with a status update on the development of the cooperative funding agreements.

Staff Recommendation:

This item is provided for the Board's information; no action is required.

Presenter:

Christopher A. Tumminia, General Counsel

COMMITTEE/LIAISON REPORTS

July 27, 2021

Discussion: Information Only: Agricultural and Green Industry Advisory Committee

Presenter:

Michelle Williamson, Board Member

EXECUTIVE DIRECTOR'S REPORT

July 27, 2021

Discussion: Information Only: Executive Director's Report

Presenter:

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

CHAIR'S REPORT

July 27, 2021

Discussion: Information Only: Chair's Report

Presenter:

Kelly S. Rice, Chair

CHAIR'S REPORT

July 27, 2021

Discussion: Information Only: Milestones

Staff Recommendation:

Information Only

Presenter:

Kelly S. Rice, Governing Board Chair

Employee Milestones

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	07/12/2016	Sam Rogers	Compliance Inspector 3	Tampa	Regulatory Support	2021	07/12/2021
5	07/25/2016	Nathaneal Engler	Senior Heavy Equipment Operator	Brooksville	Operations	2021	07/25/2021
15	07/03/2006	Mark Fulkerson	Chief Professional Engineer	Brooksville	Water Resources	2021	07/03/2021
15	07/17/2006	Owen Thornberry	WUP Evaluation Lead	Tampa	Water Use Permit	2021	07/17/2021
25	07/22/1996	Dave Testerman	Senior Field Technician	Bartow	Natural Systems & Restoration	2021	07/22/2021