

Governing Board Meeting

Agenda and Meeting Information

June 25, 2024

9:00 a.m.

Brooksville Office

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

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



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

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

Final Agenda GOVERNING BOARD MEETING

**JUNE 25, 2024
9:00 AM**

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

All meetings are open to the public

- › Viewing of the Board meeting will be available through the District's website at 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
Tampa, Florida 33637
(813) 985-7481 or 1-800-836-0797 (FL only)

MEETING NOTICE

1. CONVENE PUBLIC MEETING

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

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Governing Board Travel - Annual Environmental Permitting Summer School
- 2.2 **Finance/Outreach and Planning Committee:** Adopt Resolutions to Identify New Slate of Officers for Financial Documents
- 2.3 **Finance/Outreach and Planning Committee:** Independent Auditing Services Contract
- 2.4 **Resource Management Committee:** Approve Springs SWIM Plan Refinements
- 2.5 **Resource Management Committee:** Approve the Brooker Creek Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Pinellas County (Q034)
- 2.6 **Resource Management Committee:** Approve the North Citrus Withlacoochee River Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Citrus County (N891)
- 2.7 **Resource Management Committee:** FARMS – Farm Road Port Charlotte FL, LLC Phase 2 (H824) Charlotte County
- 2.8 **Operations, Lands and Resource Monitoring Committee:** Perpetual Easement Lake Bonnie CFWI Well Site, SWF Parcel No. 20-020-142
- 2.9 **Operations, Lands and Resource Monitoring Committee:** Perpetual Easement North Lake Wales CFWI Well Site, SWF Parcel No. 20-020-145
- 2.10 **Regulation Committee:** Water Use Permit No. 20 005599.012, Merced and Deyanira Chavez / Chavez Farm (Manatee County)
- 2.11 **Regulation Committee:** Consider Modification of Water Shortage Order No. SWF 23-041
- 2.12 **General Counsel's Report:** Authorization to Issue Administrative Complaint and Order – Permit Condition Violations; Failure to Complete Corrective Construction – Hunsader Farms, Inc. – Environmental Resource Permit No. 43012840.001 – Manatee County
- 2.13 **Executive Director's Report:** Approve Governing Board Minutes – May 21, 2024

3. FINANCE/OUTREACH AND PLANNING COMMITTEE

- 3.1 **Discussion:** Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Fiscal Year 2025 Recommended Annual Service Budget
- 3.3 **Submit & File:** Information Item: Budget Transfer Report

4. RESOURCE MANAGEMENT COMMITTEE

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

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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

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

5.3 **Discussion:** Action Item: Offer for Surplus Lands - Annutteliga Hammock (AH-2), SWF Parcel No. 15-228-1664S

5.4 **Discussion:** Action Item: Offer for Surplus Lands - Lake Hancock (MHR-1), SWF Parcel No. 20-503-262S

6. REGULATION COMMITTEE

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

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

7. GENERAL COUNSEL'S REPORT

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

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

8. COMMITTEE/LIAISON REPORTS

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

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

9. EXECUTIVE DIRECTOR'S REPORT

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

10. CHAIR'S REPORT

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

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

ADJOURNMENT



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Tampa Office

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

Michelle Williamson

Chair, Hillsborough

John Mitten

Vice Chair, Hernando, Marion

Jack Bispham

Secretary, Manatee

Ashley Bell Barnett

Treasurer, Polk

Ed Armstrong

Former Chair, Pinellas

Kelly S. Rice

Former Chair, Citrus, Lake,
Levy, Sumter

Joel Schleicher

Former Chair, Charlotte,
Sarasota

John Hall

Polk

James Holton

Pinellas

Dustin Rowland

Pasco

Robert Stern

Hillsborough

Nancy Watkins

Hillsborough, Pinellas

Brian J. Armstrong, P.G.

Executive Director

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 24, 2024

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

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE
Chair Dustin Rowland

REGULATION COMMITTEE
Chair James Holton

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair Ashley Bell Barnett*

All Governing Board members are a member of each committee.

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

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

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

Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2024

Governing Board Meeting

October 24, 2023 – 9:00 a.m., Tampa Office
November 14, 2023 – 9:00 a.m., Tampa Office
December 12, 2023 – 9:00 a.m., Tampa Office
January 23, 2024 – 9:00 a.m., Tampa Office
February 27, 2024 – 9:00 a.m., Tampa Office
March 26, 2024 – 9:00 a.m., Tampa Office
April 23, 2024 – 9:00 a.m., Tampa Office
May 21, 2024 – 9:00 a.m., Brooksville Office
June 25, 2024 – 9:00 a.m., Brooksville Office
July 23, 2024 – 9:00 a.m., Tampa Office
August 27, 2024 – 9:00 a.m., Brooksville Office
September 24, 2024 – 3:00 p.m., Tampa Office

Governing Board Tour

March 15, 2024 – 9:00 a.m., The Villages

Governing Board Workshop

November 14, 2023 – 9:30 a.m., Tampa Office

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

2024 – September 10 & 24

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

2023 – December 5

2024 – March 12 (meeting replaced with March 8 field trip), June 11, September 10

Environmental Advisory Committee – 10:00 a.m.

2023 – October 10

2024 – January 9, April 9, July 9

Industrial Advisory Committee – 10:00 a.m.

2023 – November 7

2024 – February 13, May 7 (meeting replaced with May 10 field trip), August 6

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

2023 – November 7

2024 – February 13, May 7 (meeting replaced with May 10 field trip), August 6

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

2023 – October 25, December 6

2024 – January 10 (meeting replaced with field trip), February 21, May 22, July 10

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

2023 – November 8

2024 – January 24, March 6, July 24

Meeting Locations

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

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

Governing Board Meeting
June 25, 2024

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CONVENE PUBLIC MEETING

June 25, 2024

Call to Order

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

Presenter:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

June 25, 2024

Invocation and Pledge of Allegiance

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

Presenter:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

June 25, 2024

Employee Recognition

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

Staff Recommendation:

- Xinjian Chen

Presenter:

Michelle Williamson, Chair

CONVENE PUBLIC MEETING

June 25, 2024

Additions/Deletions to Agenda

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

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

Staff Recommendation:

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

Presenter:

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

CONVENE PUBLIC MEETING

June 25, 2024

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

Michelle Williamson, Chair

Governing Board Meeting

June 25, 2024

2. CONSENT AGENDA

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

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2.13	Executive Director's Report: Approve Governing Board Minutes – May 21, 2024.....	77

CONSENT AGENDA**June 25, 2024****Finance/Outreach and Planning Committee: Governing Board Travel - Annual Environmental Permitting Summer School**

District policy states that in accordance with Chapters 112 and 373, Florida Statutes, travel expenses may be incurred for official District business or for a public purpose beneficial to the District. Travel to any conference or convention requires prior approval.

Within the geographic boundaries of the District, Governing Board members may incur travel expenses to attend Governing Board meetings or for other purposes beneficial to the District, excluding conferences and conventions. Scheduled travel for Governing Board members outside the District or to attend conferences or conventions requires prior approval through the consent agenda of a regular monthly Governing Board meeting. Non-scheduled travel outside the District or to attend any conference or convention requires prior approval of the Governing Board Chair, or in his absence, the Vice Chair.

Request for Attendance to the Florida Environmental Permitting Network Summer School at 400 South Collier Boulevard, Marco Island, Florida.

38th Annual Florida Environmental Permitting Summer School Marco Island July 16 - July 19, 2023 These are approximate costs				
Name	Registration	Lodging \$240/Night (includes resort fees of \$45/per day)	Mileage Cost	Meals
John Mitten	\$605	\$720	\$192	\$ 79
Kelly Rice	\$605	\$720	\$206	\$ 79
Robert Stern	\$605	\$720	\$161	\$ 79
Nancy Watkins	\$605	\$720	\$162	\$ 79
Michelle Williamson	\$605	\$720	\$160	\$ 79

Staff Recommendation:

Approve Governing Board travel as presented.

Presenter:

Virginia Singer, Manager, Communications & Board Services Bureau

CONSENT AGENDA

June 25, 2024

Finance/Outreach and Planning Committee: Adopt Resolutions to Identify New Slate of Officers for Financial Documents

Purpose

1. Authorize the new slate of officers to apply their signatures to the required financial documents and;
2. Request that the Governing Board adopt District *Resolution No. 24-03* 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 *Truist Resolution for Deposit Account* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's deposit account(s) and;
4. Adopt the *Truist Corporate Resolution* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's custody accounts.

Background

Following its annual election of officers in May, the elected officers assume their offices twenty-four (24) hours prior to the June Governing Board meeting. Resolutions must be adopted to give the new slate of officers the authority to sign and countersign all District warrants or checks. Section 373.553, Florida Statutes, requires District funds to be disbursed by check or warrant signed by the Treasurer or Assistant Treasurer (Secretary) and countersigned by the Chair or Vice chair of the board. The newly elected officers for Chair, Vice Chair, Secretary/Assistant Treasurer, and Treasurer/Assistant Secretary are identified by adoption of the resolutions, which will provide their signatures to Truist.

The District's Custody Agreement retains and employs Truist Bank, through its Private Wealth Management Division, to act as custodian of certain securities and funds of the District. Following the annual election of officers, a new *Corporate Resolution* must be adopted to give the new slate of officers the authority to give direction or confirmation to the Bank on all matters regarding the Custody Agreement and Account. The newly elected officers for Chair, Vice Chair, Secretary and Treasurer are identified by adoption of the resolution, which will provide their signatures to the Private Wealth Management Division of Truist Bank.

Staff Recommendation:

1. Authorize the new slate of officers to apply their signatures to the required financial documents and;
2. Adopt *Resolution No. 24-03* 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 *Truist Resolution for Deposit Account* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's deposit accounts and;
4. Adopt the *Truist Corporate Resolution* document to identify the new slate of officers as authorized

signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's custody accounts.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 24-03

**AUTHORIZING THE SIGNATURES OF OFFICERS OF THE GOVERNING BOARD
OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND THE USE OF FACSIMILE OR MANUAL SIGNATURES
ON ALL WARRANTS OR CHECKS OF THE DISTRICT**

WHEREAS, the Southwest Florida Water Management District is a public corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Section 373.553, Florida Statutes, requires District funds to be disbursed by check or warrant signed by the Treasurer or Assistant Treasurer and countersigned by the Chair or Vice Chair of the Governing Board to effect payment of money in the name of the Southwest Florida Water Management District.

NOW THEREFORE, BE IT RESOLVED, by the Governing Board of the Southwest Florida Water Management District that the following officers of the Governing Board have assumed their offices effective June 24, 2024, and shall have the authority, pursuant to Section 373.553, F.S., to sign all warrants or checks of the District:

_____, Treasurer and Assistant Secretary SIGNS

_____, Secretary and Assistant Treasurer SIGNS

_____, Chair COUNTERSIGNS

_____, Vice Chair COUNTERSIGNS

BE IT FURTHER RESOLVED that the Governing Board of the Southwest Florida Water Management District hereby authorizes the use of either facsimile or manual signatures of the officers designated above for all warrants or checks of the District; and

BE IT FURTHER RESOLVED that the Secretary of the Governing Board of the Southwest Florida Water Management District is hereby authorized and directed to deliver to the designated depositories of the District, specimens of the facsimile and manual signatures as described above.

APPROVED AND ADOPTED this 25th day of June 2024, by the Governing Board of the Southwest Florida Water Management District.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SEAL

By: _____
Chair

Attest:

Secretary

TRUIST

RESOLUTION FOR DEPOSIT ACCOUNT

SOUTHWEST FLORIDA WATER MANAGEMENT

Name of Entity

TIN

☐ Corporation
☐ Unincorporated Association
☐ Limited Liability Company

☒ Government Entity
☐ General Partnership
☐ Limited Partnership

☐ Sole Proprietorship
☐ Non-Profit Corporation
☐ Other

The undersigned, acting in the capacity as corporate secretary or custodian of records for the above-named Entity, organized and existing under the laws of Florida, represents to Truist Bank ("Bank") that I have reviewed the governing documents and relevant records of the Entity and certify that resolutions or requirements similar to those below are adopted by and, are not inconsistent with the governing documents or records of the Entity, and that such resolutions or requirements are current and have not been amended or rescinded.

I. That the Bank is designated as a depository institution for the Entity and that by execution and delivery of this Resolution for Deposit Account the Entity will be bound by the Bank's deposit account agreement now existing or as may be amended. Any officer, agent or employee of the Entity is authorized to endorse for deposit any check, drafts or other instruments payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing.

II. That any one individual named below (a "Designated Representative") is authorized to open accounts on behalf of the Entity, to close any account or obtain information on any account. Any one Designated Representative may appoint others (an "Authorized Signer") to conduct transactions on an account by authorizing them to sign their name to the signature card.

Designated Representative (Signature)

Printed Name

Title

MICHELLE WILLIAMSON

CHAIRPERSON

JOHN R. MITTEN

VICE CHAIRPERSON

PAUL JACK BISPHAM

SECRETARY

ASHLEY BELL BARNETT

TREASURER

III. That the Bank is authorized upon the signature of any one signer on a signature card to honor, pay and charge the account of the Entity, all checks, drafts, or other orders for payment, withdrawal or transfer of money for whatever purpose and to whomever payable.

IV. That any one Designated Representative may appoint, remove or replace an Authorized Signer, enter into a night depository agreement, enter into an agreement for cash management services, enter into an agreement for treasury services or products, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain online foreign exchange services related thereto, or enter into any other agreements regarding an account of the Entity.

FOR BANK USE ONLY

Prepared By D45795

Center 8551271

Date

Bank No. 506

State FL

Forward to:
Centralized Document Scanning Operations
M/C 100-99-15-11

RESRES506590965067



V. That any prior resolutions or requirements have been revoked or are no longer binding, and that this Resolution for Deposit Account applies to all accounts at the Bank and will remain in full force and effect until rescinded, replaced or modified in writing in a form acceptable to the Bank and after the Bank has had a reasonable time to act on such change.

VI. That any transaction by an officer, employee or agent of the Entity prior to the delivery of this Resolution for Deposit Account is hereby ratified and approved.

DATED: _____

SIGNATURE

PAUL JACK BISPHAM

PRINTED NAME

EXHIBIT

CORPORATE RESOLUTION

I, the undersigned Secretary of the below named Corporation, which is organized and existing under the laws of the State of Florida and having its principal place of business at the below named address, hereby certify to Truist Bank (the “Bank”) that the following is a true copy of a Resolution adopted by the governing authority of this entity in accordance with its By-Laws, at a meeting held on June 25th, 2024, and not subsequently modified.

RESOLVED:

- 1) That the Private Wealth Management Division of Truist Bank (the “Bank”) is designated as a depository for funds and securities of this entity, under an Agreement signed on behalf of this entity:
- 2) That any of the officers or representative whose titles are listed below are hereby authorized on behalf of this entity:
 - To sign and execute Bank Documents with the Bank and to establish the appropriate account(s) (the “Account(s)”); and
 - To deposit, transfer or withdraw funds; to agree to the purchase, sale or exchange of any funds or assets held in the Account(s); to provide instructions, when needed, to the Bank with respect to the management or investment of such funds or assets; and to sign checks, drafts, stock powers, bond powers or other orders with respect to assets of, or being added to, the Account(s); and
 - To transact any and all other business relating to the Accounts(s), which at any time may be deemed desirable pursuant to the provisions of the Agreement; and
- 3) That the Bank may rely upon the authority conferred by this Resolution until it is revoked or modified and the Bank receives written notice thereof.

I further certify that the following officers or representatives are currently authorized to act on behalf of this entity in accordance with the terms of this Resolution as outlined.

<u>Officer or Representative Title</u>	<u>Name</u>	<u>Signature</u>
<u>Chair</u>	<u>Michelle Williamson</u>	_____
<u>Vice Chair</u>	<u>John R. Mitten</u>	_____
<u>Secretary</u>	<u>Paul Jack Bispham</u>	_____
<u>Treasurer</u>	<u>Ashley Bell Barnett</u>	_____

Number of signatures required, if applicable: 1

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the seal of this entity if applicable.

Southwest Florida Water Management District
Entity Name
2379 Broad Street
Address
Brooksville FL 34604-6899
City, State and ZIP

Secretary

Date (Corporate Seal)

CONSENT AGENDA

June 25, 2024

Finance/Outreach and Planning Committee: Independent Auditing Services Contract

Purpose

Exercise the renewal option within the current contract and approve the second amendment to the agreement engaging James Moore & Co., P.L.(JMCO) to perform the fiscal year 2023-24 auditing services.

Background

On August 23, 2022, the Governing Board approved the hiring of JMCO, Certified Public Accountants, to perform the annual audit of the District's financial statements and the necessary federal and state single audits as a result of the District's bid. The contract was awarded to JMCO for one year, with four one-year renewals in accordance with the provisions of the bid. This renewal represents the second one-year renewal.

In accordance with terms of the contract, JMCO has requested an increase in compensation of 3.4 percent for the basic financial statements, which includes 1 federal and 1 state single audit, and an additional federal or state single audit, if needed, which equates to an approximate increase of \$3,598. The actual amount will depend on how many single audits are required. In addition, the District plans to implement GASB Statement No. 101, Compensated Absences, for a flat fee of \$2,500.

Services	FY2024	FY2023	FY2022
Basic Financial Statements (including 1 federal and 1 state single audit)	\$101,692	\$98,348	\$92,000
Each additional federal single audit	4,421	4,276	4,000
Each additional state single audit	3,316	3,207	3,000
New GASB Implementation	2,500	0	0
Estimated Total	\$111,929	\$105,831	\$99,000

Actual costs for the previous audits included under this contract is as follows:

Services	FY2023	FY2022
Basic Financial Statements (including 1 federal and 1 state single audit)	\$98,348	\$92,000
Each additional federal single audit, FY2022 base rate \$4,000 each	0	0
Each additional state single audit, FY2022 base rate \$3,000 each	3207	0
Total	\$101,555	\$92,000

In addition to the fee increase, the time requirements have been updated to reflect the audit is for the fiscal year 2023-24 financial audit. There are no other changes to the contract.

Staff Recommendation:

1. Exercise the renewal option within the current contract and approve the second amendment to the agreement engaging JMCO to perform the fiscal year 2023-24 auditing services; and
2. Authorize the Executive Director or designee to execute the second amendment to the current contract with JMCO to perform the fiscal year 2023-24 auditing services.

Presenter:

Brandon Baldwin, Division Director, Business and IT Services Division

SECOND AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
JAMES MOORE & CO., P.L.
FOR
INDEPENDENT AUDITING SERVICES

This SECOND AMENDMENT effective July 31, 2024, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and JAMES MOORE & CO., P.L., having an address of 5931 NW 1st Place Gainesville, Florida 32607, hereinafter referred to as the "AUDITOR."

WITNESSETH:

WHEREAS, the DISTRICT and the AUDITOR entered into an agreement effective August 29, 2022, as amended July 31, 2023 (Agreement No. 23CN0004035) hereinafter referred to as the "Existing Agreement" for Independent Auditing Services; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to engage the AUDITOR to perform the fiscal year 2024 auditing services in accordance with the renewal option set forth in the Contract Period paragraph of the Existing Agreement, increase compensation, extend the expiration date, modify documents, and modify the Schedule of Proposed Progress Payments and Engagement Letter.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. Paragraph 4, Compensation, is hereby amended as follows to recognize that the DISTRICT has approved One Hundred Eleven Thousand Nine Hundred Twenty-Nine Dollars (\$111,929) for the PROJECT for Fiscal Year 2024.

4. COMPENSATION. For satisfactory completion of the PROJECT, the DISTRICT agrees to pay the AUDITOR an amount not to exceed One Hundred Eleven Thousand Nine Hundred Twenty-nine Dollars (\$111,929), for fiscal year 2024, in accordance with the percentage of completion as outlined in the Schedule of Proposed Progress Payments set forth in Exhibit "A-2" and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, upon receipt of a properly documented invoice.
2. Paragraph 5, Contract Period, is hereby amended to extend the expiration date of July 31, 2024, to July 31, 2025.

3. Exhibit "C," Time Requirements, is hereby amended to include Exhibit "C1," attached hereto. In the event of a conflict of contract terminology, the priority of Exhibit "C1" will be after Exhibit "A2."
4. Exhibit "A1," Schedule of Proposed Progress Payments for the Audit of the September 30, 2023 Financial Statements, is hereby amended to include Exhibit "A2," attached hereto.
5. Exhibit "B1," Engagement Letter, is amended to include Exhibit "B2," attached hereto.
6. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

JAMES MOORE & CO., P.L.

By: _____
Suzanne Forbes, Partner Date
Authorized Agent for Company

SECOND AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
JAMES MOORE & CO., P.L.
FOR
INDEPENDENT AUDITING SERVICES

EXHIBIT "A-2"

SCHEDULE OF PROPOSED PROGRESS PAYMENTS
FOR THE AUDIT OF THE SEPTEMBER 30, 2024 FINANCIAL STATEMENTS

Total not to exceed amount \$111,929

- 1) Basic Financial Statements
One state single audit
One federal single audit

	Percentage of Completion	Progress Payment Due
Completion of Interim Audit	50%	\$50,846
Completion of Year End Field Work	30%	\$30,508
Issuance of Final Report	20%	\$20,338

*The total below includes all direct and indirect costs including all out-of-pocket expenses. In addition, this fee is inclusive of one state single audit, and one federal single audit.

Total *\$101,692

- 2) Contingency for additional Federal and State Single Audits
and implementation of GASB 101: ****\$ 10,237**

Each additional federal single audit.....\$4,421
Each additional state single audit.....\$3,316
Implementation of GASB 101.....\$2,500

Completion of Year End Field Work	50%	\$ <u>TBD</u>
Issuance of Federal and State Single Audit Reports	50%	\$ <u>TBD</u>

** The number of required single audits varies from year to year depending on the level of expenditures incurred, total federal and state funds received, prior two years single audits performed and the nature of the funding source for those expenditures.

EXHIBIT "B-2"



February 21, 2024

To the Governing Board of,
Southwest Florida Water Management District:

You have requested that we audit the financial statements of the governmental activities and each major fund of the Southwest Florida Water Management District (the District) as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the District's compliance over major federal award programs and major state projects for the year ended September 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the District's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the District complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP.

This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary comparison schedules
3. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

- 1) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Capital Projects Funds
- 2) Schedule of Expenditures of Federal Awards and State Financial Assistance (if applicable)

Also, the document we submit to you will include the following other additional information which will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- 1) Introductory Section
- 2) Statistical Section

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or

other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit(s) of the District's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the District's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user

of the report on compliance about the District's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the District's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the District's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the District's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope

and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the entity is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the District complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on

- reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
 14. For submitting the reporting package and data collection form to the appropriate parties;
 15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
 16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
 17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 20. For informing us of any known or suspected fraud affecting the District involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
 24. For identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants.
 25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily

available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the District's compliance for the fiscal year ended September 30, 2024, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the Entity complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the District complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the Entity's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that *management and, when appropriate, those charged with governance*, acknowledge and understand that they have responsibility:

1. For ensuring the Entity complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the Entity's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and

5. To provide us with:

- a. Access to all information of which *management* is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
- b. Additional information that we may request from *management* for the purpose of the examination; and
- c. Unrestricted access to persons within the District from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the District's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: preparation of data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities. The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Ann Kenny, Accounting Manager) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, establishing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the Entity with regard to different matters, but the Entity must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

James Halleran is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

This engagement letter covers the audit for the year ending September 30, 2024, and can be renewed for two (2) additional one (1) year periods. Any renewal will be evidenced by a new engagement letter. Our fees for the audit of the financial statements and related services, including expenses, for the year ended September 30, 2024, is included in our fee increase letter dated February 21, 2024.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the District's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal (RFP). The District is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the District. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to

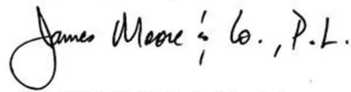
Southwest Florida Water Management District
February 21, 2024
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a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

We appreciate the opportunity to be of service to the Southwest Florida Water Management District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the Southwest Florida Water Management District.

By _____

Title _____

Date _____



CPAs & Advisors

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

April 23, 2021

To the Members
James Moore & Co., P.L.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC

EXHIBIT "C-1"
TIME REQUIREMENTS

1. **SCHEDULE FOR THE 2024 FISCAL YEAR AUDIT.** (Schedule listed below is preliminary and may be modified as agreed upon by the District and the Auditor. A similar schedule will be developed for audits of future fiscal years if the District exercises its option for additional audits.)

Each of the following will be completed by the Auditor no later than the dates indicated.

- 1.1 **Yearly Assistance.** The Auditor will be available throughout the year to discuss issues with staff that arise throughout the year, such as implementation of new standards and unique transactions. This should be minimal assistance and interactions are typically email and phone.
- 1.2 **Interim Work.** The Auditor will complete all interim work by a date agreed upon by the District and Auditor. The Auditor will provide the District a list of all schedules that need to be prepared, at least two weeks prior to the start of interim field work.
- 1.3 **Detailed Audit Plan.** The Auditor will provide the District by November 15, 2024, a detailed audit plan and a list of all schedules to be prepared by the District prior to the start of year end field work.
- 1.4 **Date Audit May Commence.** The District will attempt to have a trial balance and the basic financial statements ready for year-end audit work and all management personnel available to meet with the Auditor's personnel by January 20, 2025.
- 1.5 **ACFR Components.** The Auditor will provide all recommendations, revisions, and suggestions for improvement to the Finance Bureau Chief (or designee) by February 3, 2025.
- 1.6 **Field Work.** The Auditor will complete all fieldwork by February 17, 2025.

In coordination with the Auditor, the District may revise schedule dates if necessary.

2. **ENTRANCE CONFERENCES, PROGRESS REPORTING, AND EXIT CONFERENCES.** (Schedule listed below is preliminary and may be modified. A similar time schedule will be developed for audits of future fiscal years if the District exercises its option for additional audits.)

At a minimum, the following conferences will be held during the dates indicated on the schedule:

Entrance conference (if needed) to begin Interim Work..... To Be
Determined

- The purpose of this meeting will be to discuss prior audit problems, to identify the key internal controls or other matters to be tested, and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for workspace and other needs of the Auditor.

Progress conference (if needed) with Finance Bureau Chief (or designees), key Finance Bureau personnel and other department heads of key offices or programsTo Be Determined

- The purpose of this meeting will be to discuss the year-end work to be performed.

Entrance conference (if needed) with Finance Bureau Chief to commence year-end audit work.....November 11, 2024 through November 30, 2024

Exit conference with Finance Bureau Chief and department heads of key offices or programs.....February 10, 2025 through February 14, 2025

- The purpose of this meeting will be to summarize the results of the field work, to review significant findings, and to discuss any management comments.

5.3 DATE FINAL REPORT IS DUE. The Auditor will provide a draft of all reports required for inclusion in the ACFR to the District by no later than February 14, 2025. The District will provide a complete draft of the ACFR, including the Letter to the Citizens, financial statements, notes, and all required supplementary information, to the Auditor on or before February 18, 2025. The Auditor is expected to be available for meetings and phone consultation during the period following the end of field work until completion of the ACFR.

The Auditor will complete their review of the draft ACFR and deliver a signed opinion letter “*Report of Independent Certified Public Accountants*”, single audit reports, and management letter to the District by no later than February 26, 2025. The Auditor will attend the District’s Governing Board meeting when the District’s ACFR is presented for acceptance. The Auditor will make the required disclosures to the Governing Board, review the audit process, present audit results, and be available to answer any questions the Board members may have.

The remainder of this page intentionally left blank.

CONSENT AGENDA

June 25, 2024

Resource Management Committee: Approve Springs SWIM Plan Refinements

Purpose

The purpose of this item is to request approval of the SWIM Plan refinements for the five first-magnitude spring systems in accordance with Section 373.453, Florida Statutes (F.S.).

Background/History

In 1987, the Florida Legislature established the Surface Water Improvement and Management (SWIM) Act in response to the increasing occurrence of surface waterbodies that were degraded or were trending towards degradation. The Act requires the five water management districts to maintain and update a priority list of water bodies of regional or statewide significance within their boundaries and develop plans and programs for the improvement of those water bodies. The five first magnitude spring systems within the District, Weeki Wachee River, Chassahowitzka River, Homosassa River, Crystal River/Kings Bay, and Rainbow River, are included on the Board-approved SWIM priority list.

In 2014, the Springs Coast Steering, Management, and Technical Committees were formed to assist in the development of the SWIM Plans for these five spring systems. Recognizing that each system is unique with its own set of challenges, these management plans are tailored to each system and identify issues, solutions, costs, and responsibilities. The SWIM Plans include numeric targets called quantifiable objectives. These are long term goals that are used to develop and prioritize management actions and projects, thus promoting effective and efficient resource management.

In 2020, the Management Committee directed the Technical Working Group to reconvene and reevaluate the quantifiable objectives for all five spring systems. The Steering Committee has approved incremental refinements to the quantifiable objectives for all five spring systems. These incremental refinements include redefining targets to different river segments, redefining targets as indicators using a reference period approach, and updating Minimum Flows and Levels (MFL) targets as currently established.

At its meeting on January 23, 2024, the Governing Board authorized staff to submit the final draft SWIM Plan quantifiable objective refinements for the five first-magnitude spring systems to the Florida Department of Environmental Protection (FDEP), Florida Department of Agriculture and Consumer Services (FDACS), Florida Fish and Wildlife Conservation Commission (FFWCC) and appropriate local governments for their official review and comment, according to Section 373.453(3). Several comments were received, and minor changes were incorporated as appropriate into the final SWIM Plans. The final SWIM Plans can be viewed online at <https://www.swfwmd.state.fl.us/projects/springs/springs-coast-steering-management-and-technical-committees>.

Staff Recommendation:

Approve the Weeki Wachee River, Chassahowitzka River, Homosassa River, Crystal River/Kings Bay, and Rainbow River SWIM Plan refinements in accordance with Section 373.453, F.S.

Presenter:

Dr. Madison Trowbridge, Springs Scientist, Natural Systems and Restoration Bureau

CONSENT AGENDA

June 25, 2024

Resource Management Committee: Approve the Brooker Creek Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Pinellas County (Q034)

Purpose

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

Background/History

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for 104 watersheds throughout the District. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2024-2028. Upon the Governing Board's approval, WMP floodplain information for these watersheds is typically used as best information available by the ERP program.

Floodplain information for the Brooker Creek watershed was prepared by a County hired consultant Geosyntec Consultants, Inc., Engineering Firm of Record, reviewed by District and County staff, and then reviewed by the County's independent peer review consultant, Singhofen & Associates, Inc. Floodplain information for the watershed was presented for public review and comment through a public open house in August of 2023. During the outreach period, the County received approximately 5 public comments. This data was used to make model refinements where appropriate. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent the most accurate floodplain information available for the watershed.

Staff Recommendation:

Approve use of the Brooker Creek Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Pinellas County.

Presenter:

Terese Power, P.E., CFM, Manager, Engineering & Project Management Bureau

CONSENT AGENDA

June 25, 2024

Resource Management Committee: Approve the North Citrus Withlacoochee River Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Citrus County (N891)

Purpose

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

Background/History

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for 104 watersheds throughout the District. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2024-2028. Upon the Governing Board's approval, WMP floodplain information for these watersheds is typically used as best information available by the ERP program.

Floodplain information for the North Citrus Withlacoochee River watershed was prepared by a District hired consultant Applied Sciences Consulting, Inc., Engineering Firm of Record, reviewed by District and County staff, and then reviewed by the District's independent peer review consultant, Collective Water Resources, LLC. Floodplain information for the watershed was presented for public review and comment through a public open house in June of 2022. During the outreach period, the District received approximately 124 unique public comments. This data was used to make model refinements where appropriate. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent the most accurate floodplain information available for the watershed.

Staff Recommendation:

Approve use of the North Citrus Withlacoochee River Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Citrus County

Presenter:

Terese Power, P.E., CFM, Manager, Engineering & Project Management Bureau

CONSENT AGENDA

June 25, 2024

Resource Management Committee: FARMS – Farm Road Port Charlotte FL, LLC Phase 2 (H824)
Charlotte County

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Farm Road Port Charlotte FL, LLC, and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$554,200 (74 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$746,500.

Project Proposal

The District received a project proposal from Farm Road Port Charlotte FL, LLC for their 1,216-acre sod operation located ten miles northeast of Punta Gorda in northern Charlotte County, within the Shell, Prairie and Joshua Creek watersheds, and the Southern Water Use Caution Area. This project will involve the use of a 3.5-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used to irrigate 300 acres of sod. This portion of the property is permitted to use an annual average daily quantity of 748,200 gallons per day (gpd) for supplemental irrigation. The Water Use Permit (WUP) for the entire property authorizes the use of 2,199,800 gpd to irrigate 882 acres of sod. FARMS project components consist of one surface water pump station with GPS telemetry, automation, control structures, valves, and the piping necessary to connect to a linear overhead irrigation system.

In February 2022, the Governing Board approved a Phase 1 FARMS project with Farm Road Port Charlotte FL, LLC for the construction of two reservoirs totaling six acres with interconnected ditches, two surface water pump stations with GPS telemetry, automation, control structures, valves, and the piping necessary to connect to two linear overhead irrigation systems. Construction was completed on the Phase 1 project in October 2022 and was estimated at the time to reduce groundwater use by 190,000 gpd. As of May 2024, actual groundwater offset was 279,244 gpd.

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. The project is expected to reduce groundwater use by approximately five percent or 100,000 gpd used for supplemental irrigation. Based on the 100,000 gpd groundwater offset and a proposed six-year contract term, the cost per thousand gallons of water saved is \$3.77. 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 sod operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$2,567,127 remaining in its FARMS Program budget.

Staff Recommendation:

1. Approve the Farm Road Port Charlotte FL, LLC Phase 2 project for a not-to-exceed project reimbursement of \$554,200 provided by the Governing Board;
2. Authorize the transfer of \$554,200 from fund 010 H017 Governing Board FARMS Fund to the

- H824 Farm Road Port Charlotte FL, LLC Phase 2 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

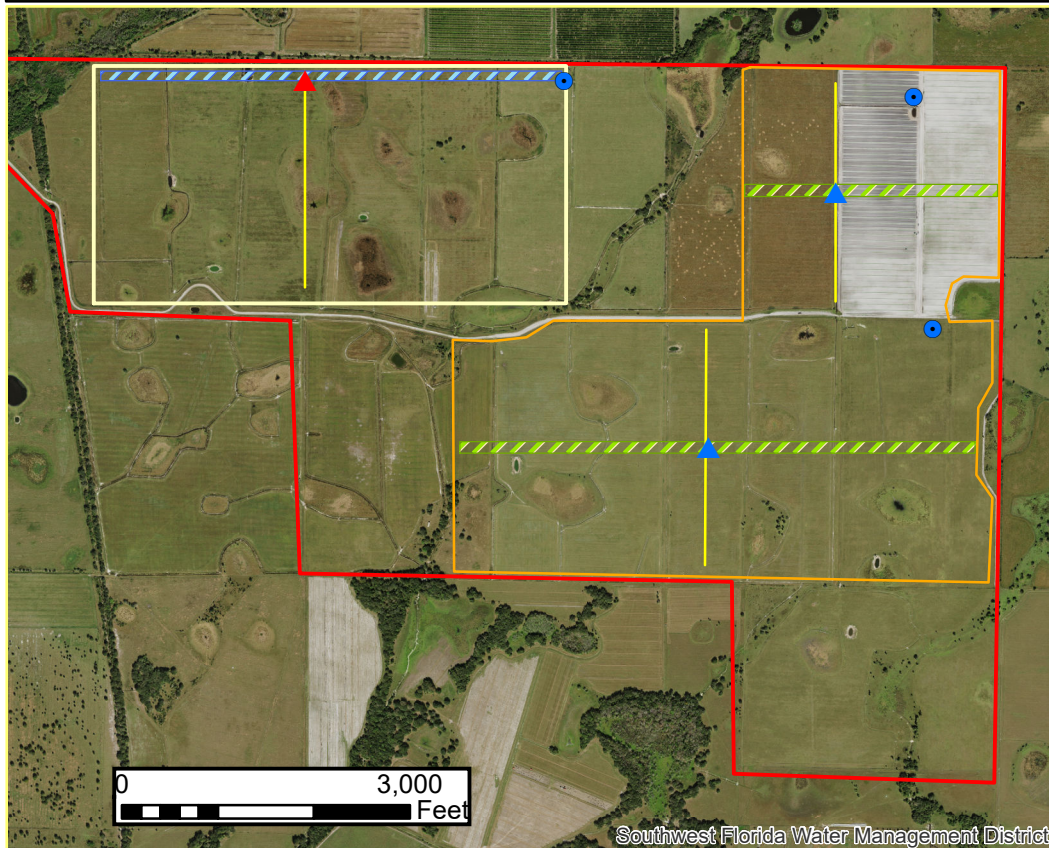
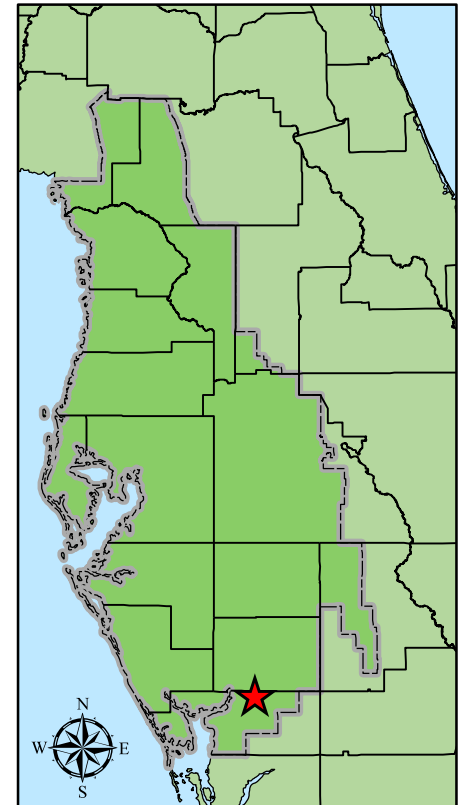
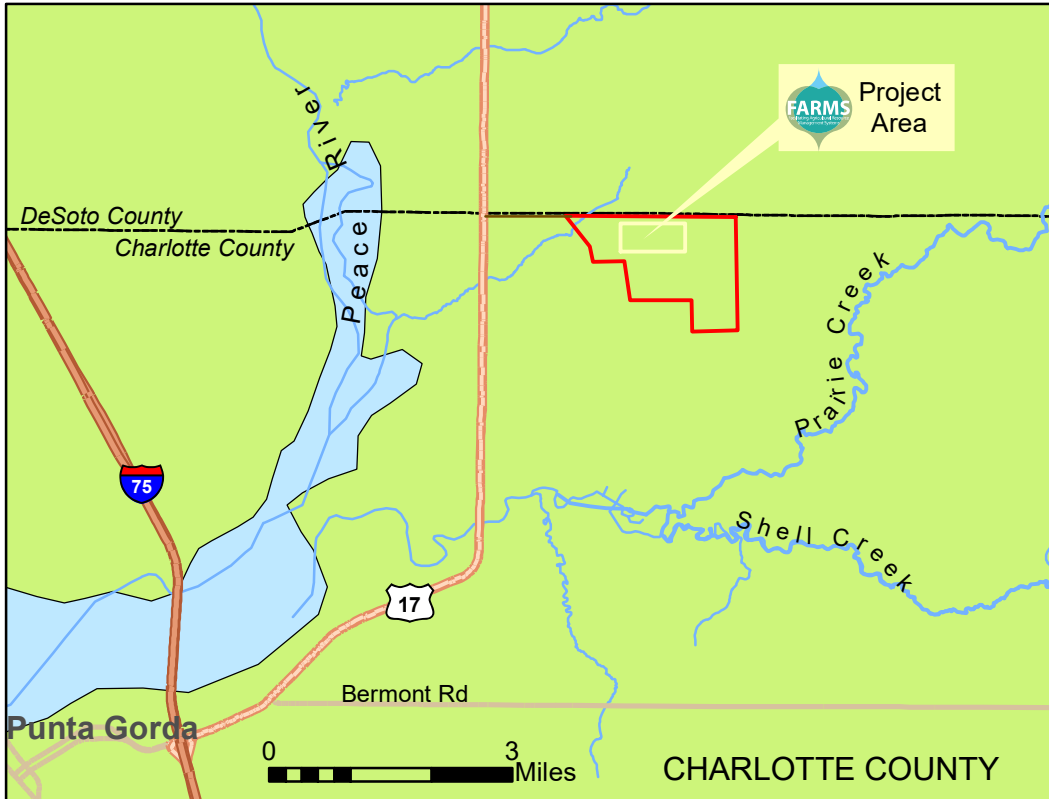
Presenter:

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

Location Map

FARMS Project H824

Farm Road Port Charlotte FL, LLC - Phase 2



Legend

- WUP 20999 Boundary
- Phase 2 Project Area H824
- Proposed Phase 2 Reservoir
- Proposed Surface Water Pump Station & Linear Irrigation System
- Existing Project Area H801
- Existing Reservoir
- Active Surface Water Pump Station & Linear Irrigation System
- Active Well

Southwest Florida
Water Management District

DLB May 2024
2020 Aerial
2012 NAVTEQ

CONSENT AGENDA

June 25, 2024

Operations, Lands and Resource Monitoring Committee: Perpetual Easement Lake Bonnie CFWI Well Site, SWF Parcel No. 20-020-142

Purpose

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

Background/History

The proposed Lake Bonnie data collection site, located in Polk County, is for long-term surficial aquifer water level monitoring and requires the construction of one surficial aquifer monitor well. Surficial aquifer monitoring near lakes and wetlands by the Data, Monitoring, and Investigations Team (DMIT) is part of the CFWI regional monitoring network. This site was identified in the DMIT Hydrogeologic Annual Work Plan FY2021-FY2025 (February 2021). Surficial aquifer monitoring near minimum lake level lakes is essential to enhance the District's understanding of the lake, to construct water budget models, and to predict changes in water levels due to pumping. Data from the well will be used to relate changes in Lake Bonnie water levels to water level changes in the surficial aquifer due to groundwater withdrawals and help ensure compliance with adopted minimum lake levels. The City of Lake Wales has executed the Easement in advance.

Benefits/Costs

The City is granting this easement to the District at no cost. The estimated cost of the well construction project is \$10,000 and the monitoring costs are about \$3,900 (equipment and initial setup) for the first year and \$140 per year, thereafter.

Deliverables

The District will restore the well site access area to pre-construction conditions.

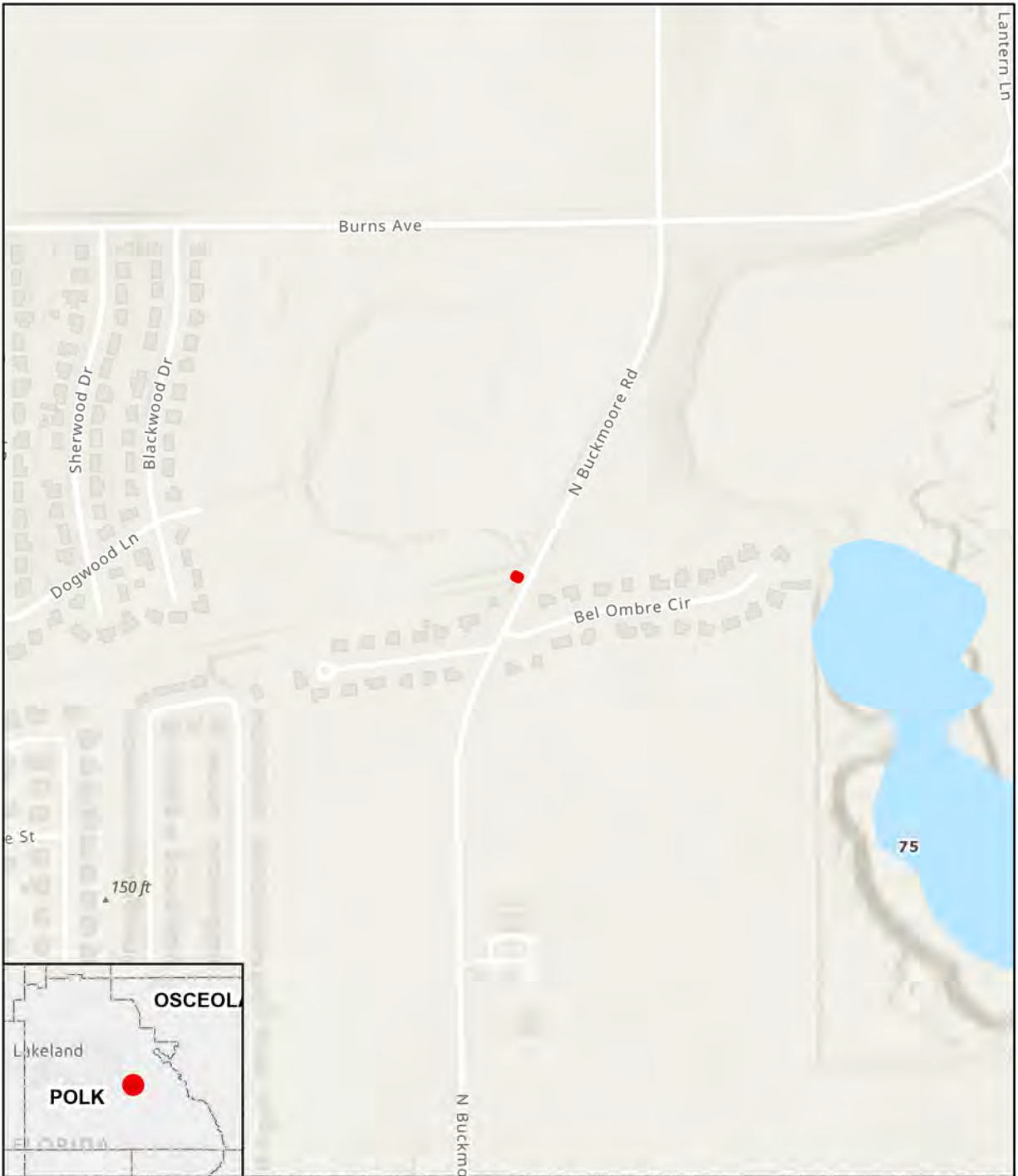
Staff Recommendation:

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


Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1
Lake Bonnie CFWI - SWF Parcel No. 20-020-142
Location Map



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

 SWF Parcel No. 20-020-142

0 300 600
US Feet





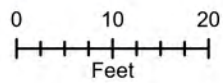
Southwest Florida
 Water Management District

Exhibit 2
Lake Bonnie CFWI - SWF Parcel No. 20-020-142
Site Map



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

-  Access Area
-  Well Site Area



Southwest Florida
Water Management District

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

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

PERPETUAL EASEMENT

This Easement (this "Easement") is made and entered into this ____ day of _____ 2024, by and between City of Lake Wales, a political subdivision of the State of Florida, having an address of 201 West Central Avenue, Lake Wales, Florida 33853, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

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

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

Grantee shall exercise all of its rights contained in this Easement in the least intrusive manner so as not to interfere with Grantor's use of its property. Grantor reserves the right to use the Well Site Easement Area and Access Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the monitoring well or wells in any way without the prior written approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee hereby agrees to restore the Access Easement Area to the same condition as it was prior to any construction, maintenance, repair, or access by Grantee.

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

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

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

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

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

[signature pages follows]

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

Grantor:

Signed, sealed and delivered
in the presence of:

City of Lake Wales, a political subdivision
of the State of Florida

Cynthia Monk
Witness #1 signature

Cynthia Monk
Print Witness #1 name

[Signature]
Witness #2 signature

Jennifer Nanek
Print Witness #2 name

By: [Signature]
Name: Jack Hilligoss
Title: Mayor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 6th day of March 2024, by Jack Hilligoss, as Mayor, for Hillsborough County, a political subdivision of the State of Florida. He/She ☒ is personally known to me or has produced _____ as identification.

(Seal)



[Signature]
Name of Notary
(Name of Notary typed, printed or stamped)

Commission No. 187800
My Commission
Expires: 11/14/2025



EXHIBIT "A"

Legal Description Parcel 20-020-142 (Well Site Area)

A parcel of land lying and being a portion of Section 31, Township 29 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

Commencing at the northeast corner of Oakland Park as recorded in Plat Book 64, Page 21 of the Public Records of Polk County, Florida, said point being on the westerly right of way line of Buckmoore Road; thence along and coincident with said westerly line, North 26° 33' 50" East (being the basis of bearing for this description), a distance of 40.67 feet; thence leaving said westerly line North 63° 26' 10" West, a distance of 6.36 feet for a POINT OF BEGINNING; thence continue North 63° 26' 10" West, a distance of 10.00 feet; thence along a line that is 16.36 feet west of and parallel to said westerly right of way line of Buckmoore Road, North 26° 33' 50" East, a distance of 10.00 feet; thence South 63° 26' 10" East, a distance of 10.00 feet; thence along a line that is 6.36 feet west of and parallel to said westerly right of way line of Buckmoore Road, South 26° 33' 50" West, a distance of 10.00 feet to the POINT OF BEGINNING.

The above-described lands contain 100.00 SQFT or 0.002 Acres ±

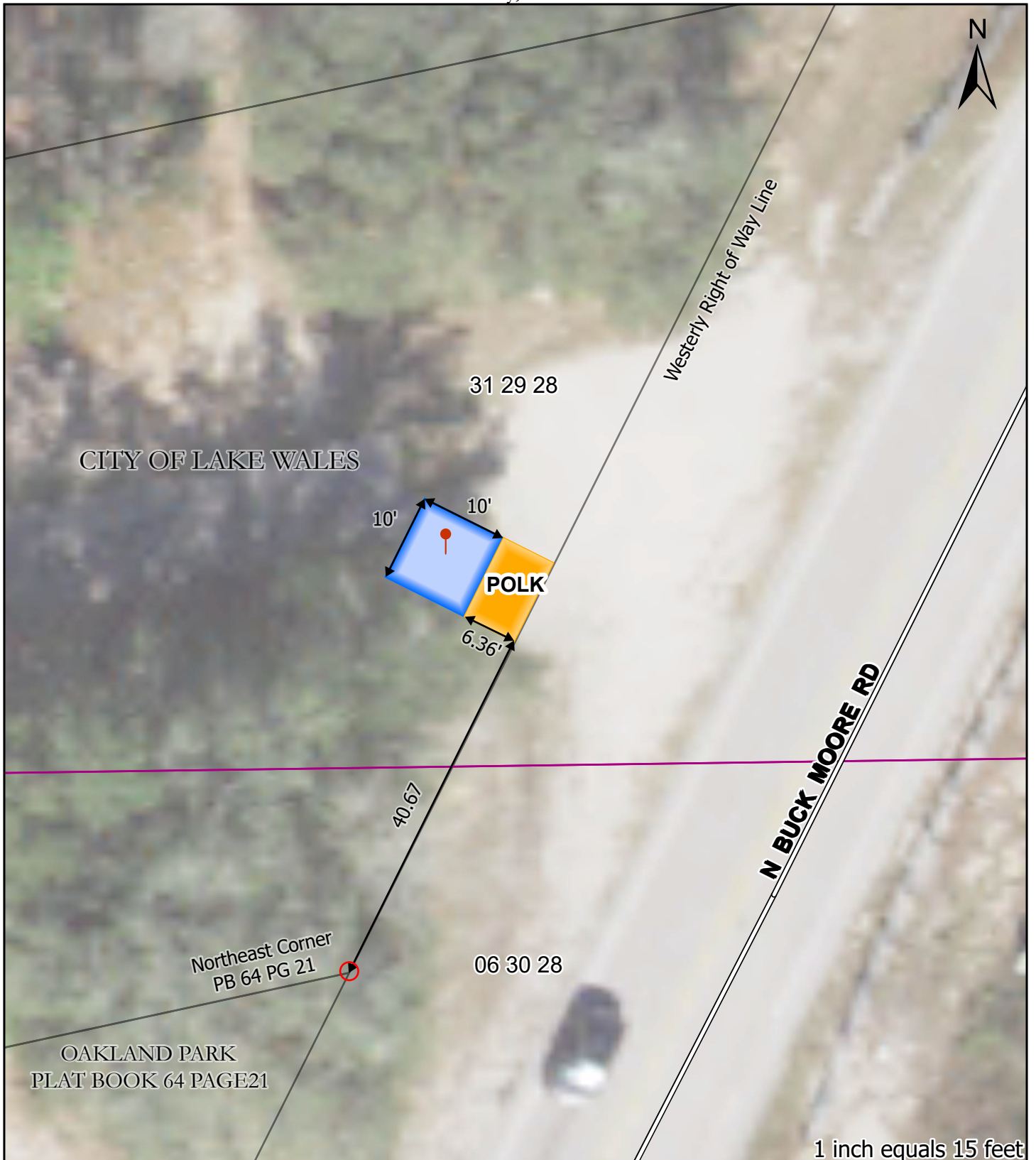
Legal Description Parcel 20-020-142 (Access Area)

A parcel of land lying and being a portion of Section 31, Township 29 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

Commencing at the northeast corner of Oakland Park as recorded in Plat Book 64, Page 21 of the Public Records of Polk County, Florida, said point being on the westerly right of way line of Buckmoore Road; thence along and coincident with said westerly line, North 26° 33' 50" East (being the basis of bearing for this description), a distance of 40.67 feet for a POINT OF BEGINNING; thence leaving said westerly line North 63° 26' 10" West, a distance of 6.36 feet; thence along a line that is 6.36 feet west of and parallel to said westerly right of way line of Buckmoore Road, North 26° 33' 50" East, a distance of 10.00 feet; thence South 63° 26' 10" East, a distance of 6.36 feet to a point on said westerly right of way line of Buckmoore Road; thence along and coincident with said westerly line, South 26° 33' 50" West, a distance of 10.00 feet to the POINT OF BEGINNING.

The above-described lands contain 63.60 SQFT or 0.001 Acres ±

Remainder of this page intentionally left blank.



Graphic Presentation of SWF Parcel No. 20-020-142

Notes:
This is NOT a survey
Work order 24-081
Aerial imagery of 2023

Page 5 of 5

4/9/2024

Legend

- Proposed Well Site
- 20-020-142 Well Site Area
- 20-020-142 Access Area
- Section/Township/Range
- Polk County Parcels

CONSENT AGENDA

June 25, 2024

**Operations, Lands and Resource Monitoring Committee: Perpetual Easement North Lake Wales
CFWI Well Site, SWF Parcel No. 20-020-145**

Purpose

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

Background/History

The proposed North Lake Wales data collection site, located in Polk County, is for long-term surficial aquifer water level monitoring and requires the construction of one surficial aquifer monitor well. Surficial aquifer monitoring near lakes and wetlands by the Data, Monitoring, and Investigations Team (DMIT) is part of the CFWI regional monitoring network. This site was identified in the DMIT Hydrogeologic Annual Work Plan FY2021-FY2025 (February 2021). Surficial aquifer monitoring near minimum lake level lakes is essential to enhance the District's understanding of the lake, to construct water budget models, and to predict changes in water levels due to pumping. Data from the well will be used to relate changes in North Lake Wales water levels to water level changes in the surficial aquifer due to groundwater withdrawals and help ensure compliance with adopted minimum lake levels. The City of Lake Wales has already executed the Easement.

Benefits/Costs

The City is granting this Easement to the District at no cost. The estimated cost of the well construction project is \$10,000 and the monitoring costs are about \$3,900 (equipment and initial setup) for the first year and \$140 per year, thereafter.

Deliverables

The District will restore the well site access area to pre-construction conditions.

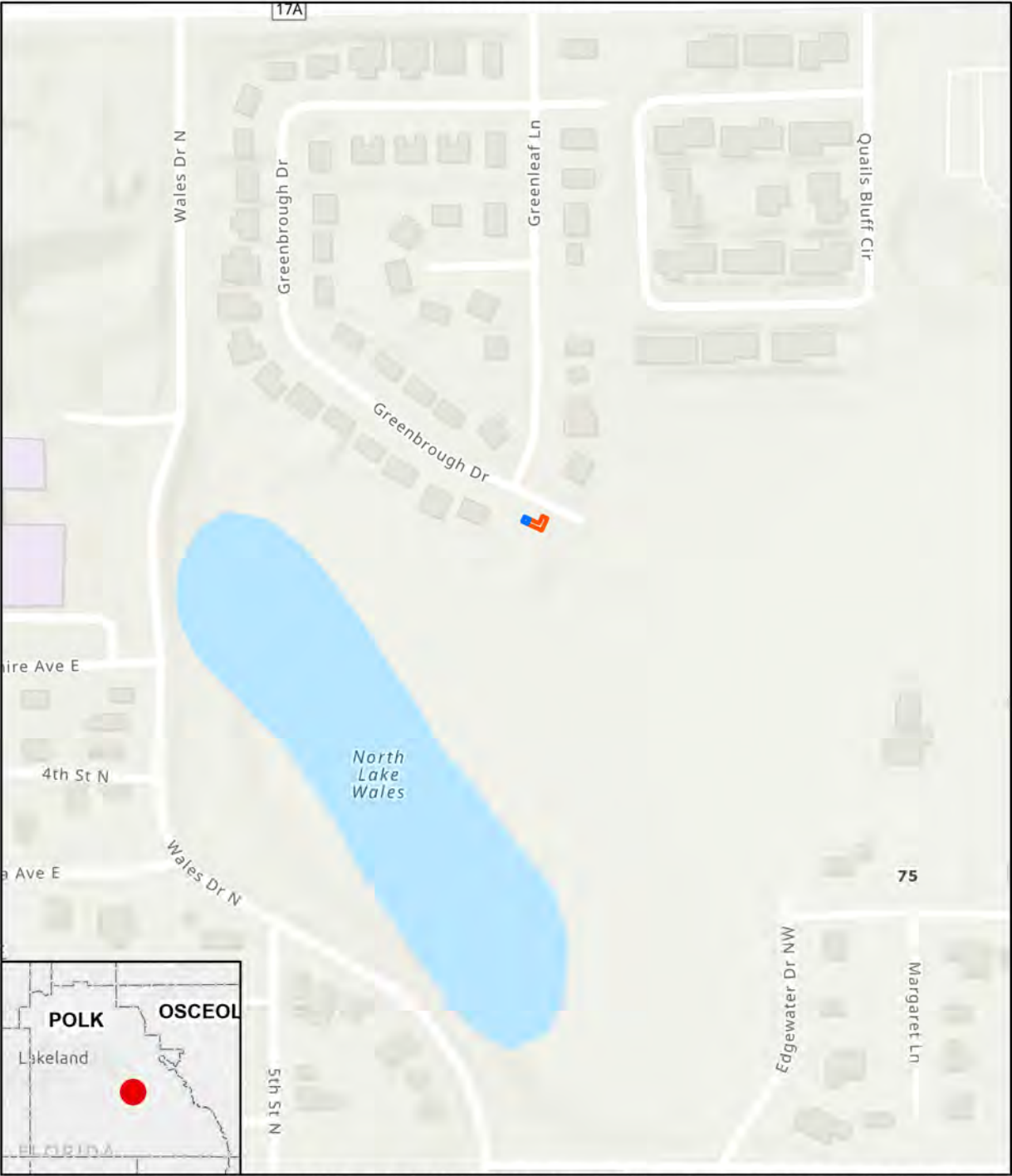
Staff Recommendation:

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

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1
North Lake Wales CFWI-145 (SWF# 20-020-145)
Location Map



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

- Proposed Well Site Easement
- Proposed Access Area Easement

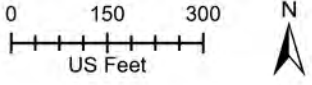


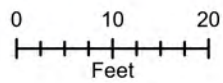


Exhibit 2
North Lake Wales CFWI-145 (SWF# 20-020-145)
Site Map



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

-  Proposed Well Site Easement
-  Proposed Access Area Easement



Southwest Florida
Water Management District

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

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

PERPETUAL EASEMENT

This Easement (this "Easement") is made and entered into this ____ day of _____ 2024, by and between City of Lake Wales, a political subdivision of the State of Florida, having an address of 201 West Central Avenue, Lake Wales, Florida 33853, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

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

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

Grantee shall exercise all of its rights contained in this Easement in the least intrusive manner so as not to interfere with Grantor's use of its property. Grantor reserves the right to use the Well Site Easement Area and Access Easement Area in any manner not inconsistent with this Easement; provided, however, that Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the monitoring well or wells in any way without the prior written approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee hereby agrees to restore the Access Easement Area to the same condition as it was prior to any construction, maintenance, repair or access by Grantee.

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

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

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

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

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

[signature pages follows]

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

Grantor:

Signed, sealed and delivered
in the presence of:

City of Lake Wales, a political subdivision
of the State of Florida

Cynthia Monk
Witness #1 signature

Cynthia Monk
Print Witness #1 name

[Signature]
Witness #2 signature

Jennifer Nanek
Print Witness #2 name

By: [Signature]
Name: Jack Hilligoss
Title: Mayor

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Dick

The foregoing instrument was acknowledged before me this 6th day of March 2024, by Jack Hilligoss, as Mayor, for Lake Wales County, a political subdivision of the State of Florida. He/She ☐ is personally known to me or has produced _____ as identification.

(Seal)

[Signature]
Name of Notary
Jennifer Nanek
(Name of Notary typed, printed or stamped)

Commission No. 187800
My Commission
Expires: 11/14/2025

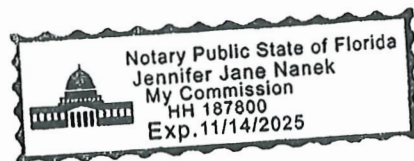


EXHIBIT "A"

Legal Description Parcel 20-020-145 (Well Site Area)

A parcel of land being a portion of Lot 2 of Greenbriar - Phase One, as recorded in Plat Book 67, Page 25 of the Public Records of Polk County, Florida, lying and being in Section 35, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 2 of Greenbriar - Phase One, Recorded in Plat Book 67 Page 25, of the Public Records of Polk County, Florida, said point being on the south line of Greenbrough Drive, a 50 foot right of way per said Greenbriar - Phase one, thence along the north line of said Lot 2 of Greenbriar - Phase One, South 65°18'39" East (Being the basis of bearings for this description) a distance of 56.66 feet; thence departing said north line of Lot 2 of Greenbriar - Phase One, and along a line that is 91.99 feet northwest of and parallel to the east line of Lot 1 of said Greenbriar - Phase One, South 24°41'21" West, a distance of 15.00 feet; thence along a line that is 15.00 feet southwest of and parallel to the north line of said Lot 2, North 65°18'39" West, a distance of 20.00 feet for a **POINT OF BEGINNING**; thence along a line that is 111.99 feet northwest of and parallel to the east line of said Lot 1, South 24°41'21" West, a distance of 10.00 feet; thence along a line that is 25.00 feet southwest of and parallel to north line of said Lot 2, North 65°18'39" West a distance of 10.00 feet; thence along a line that is 121.99 feet northwest of and parallel to the east line of said Lot 1, North 24°41'21" East a distance of 10.00 feet; thence along a line that is 15.00 feet southwest of and parallel to the north line of said Lot 2, South 65°18'39" East a distance of 10.00 to the **POINT OF BEGINNING**.

The above-described lands contain 100 SQFT or 0.002 Acres ±

Legal Description Parcel 20-020-145 (Access Area)

A strip of land 10 feet wide being a portion of Lot 2 of Greenbriar - Phase One, as recorded in Plat Book 67, Page 25 of the Public Records of Polk County, Florida, lying and being in Section 35, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

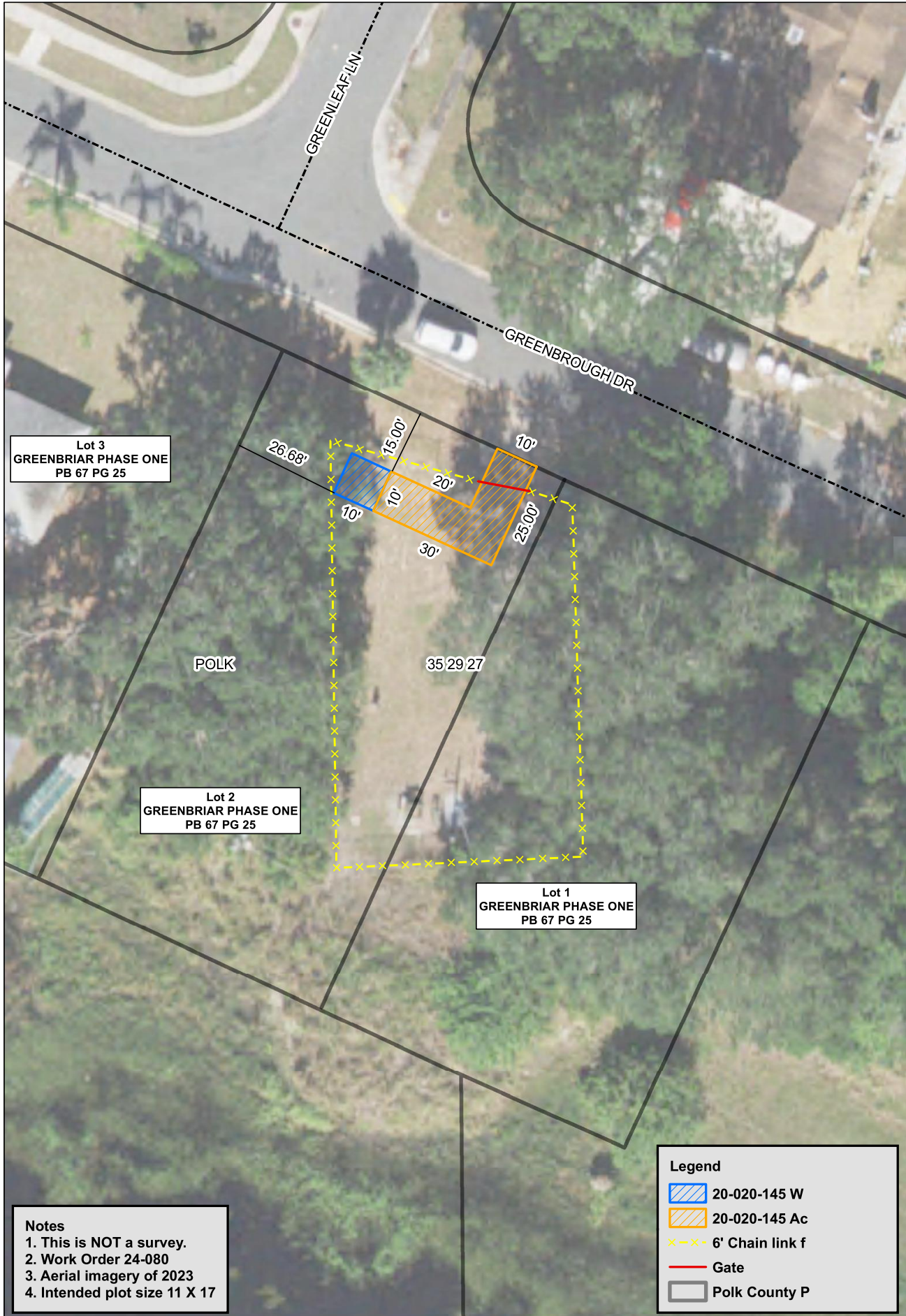
Commence at the Northwest corner of Lot 2 of Greenbriar - Phase One, Recorded in Plat Book 67 Page 25, of the Public Records of Polk County, Florida, said point being on the south line of Greenbrough Drive, a 50 foot right of way per said Greenbriar - Phase one, thence along the north line of said Lot 2 of Greenbriar - Phase One, South 65°18'39" East (Being the basis of bearings for this description) a distance of 56.66 feet, for a **POINT OF BEGINNING**; thence continue along said north line of said Lot 2 of Greenbriar - Phase One, South 65°18'39" East a distance of 10.00 feet, thence departing said north line, and along a line that is 81.99 feet northwest of and parallel to the east line of Lot 1 of said Greenbriar - Phase One, South 24°41'21" West, a distance of 25.00 feet; thence along a line that is 25.00 feet southwest of and parallel to the north line of said Lot 2, North 65°18'39" West, a distance of 30.00 feet; thence along a line that is 111.99 feet northwest of and parallel to the east line of said Lot 1, North 24°41'21" East a distance of 10.00 feet; thence along a line that is 15.00 feet southwest of and parallel to the north line of said Lot 2, South 65°18'39" East a distance of 20.00, thence along a line that is 91.99 feet northwest of and parallel to the east line of Lot 1 of said Greenbriar - Phase One, North 24°41'21" East, a distance of 15.00 feet; to the **POINT OF BEGINNING**.

The above-described lands contain 450 SQFT or 0.010 Acres ±

Graphic Presentation

of
Proposed parcel 20-020-145
Section 35, Township 29 South, Range 27 East
Polk County, Florida.

Not to Scale



CONSENT AGENDA

June 25, 2024

Regulation Committee: Water Use Permit No. 20 005599.012, Merced and Deyanira Chavez / Chavez Farm (Manatee County)

This is a modification of an existing Water Use Permit for agricultural use. The quantities have changed from those previously permitted. This permit authorizes an increase in the annual average quantity from 300,000 gallons per day (gpd) to 531,500 gpd, an increase in the drought annual average quantity from 300,000 gpd to 531,500 gpd, and an increase in the peak month quantity from 2,484,000 gpd to 2,613,800 gpd. This permit also authorizes a new crop protection quantity of 5,283,300 gpd. The increase in quantities is due to a crop type change from 367 acres of melons to 202 acres of strawberries. Strawberries require an irrigation application rate of 35.3 inches/year versus the previous melon crop which required an application rate of 10.99 inches/year. Quantities are based on the District's irrigation allotment calculation program, AGMOD. This permit is located in the Southern Water Use Caution Area (SWUCA). The permittee does not utilize Alternative Water Supply (AWS) sources because none are currently available.

Special conditions include those that require the permittee to continue to record and report monthly meter readings, record and report pumpage used for freeze events, construct proposed wells per the special condition, geophysically log wells if the pump assembly is ever removed, implement the District-approved water conservation plan and submit a progress report mid-permit term, submit seasonal crop reports, submit meter accuracy tests every five years, submit an overpumpage report upon District request, and adhere to the SWUCA Recovery Strategy.

The permit application meets all Rule 40D-2 Conditions for Issuance.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

April D. Breton, Water Use Permit Evaluation and Compliance Manager, Water Use Permit Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 005599.012

PERMIT ISSUE DATE: June 25, 2024

EXPIRATION DATE: February 04, 2039

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

TYPE OF APPLICATION: Modification
GRANTED TO: Merced and Deyanira Chavez
P.O. Box 4436
Plant City, FL 33563

PROJECT NAME: Chavez Farm
WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA
COUNTY: Manatee

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	531,500 gpd
PEAK MONTH ¹	2,613,800 gpd
DROUGHT ANNUAL AVERAGE ²	531,500 gpd
CROP PROTECTION/MAXIMUM ³	5,283,300 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.
3. Crop Protection/Maximum: Maximum use allowed any 24-hour period/Frost and Freeze protection of crops.

ABSTRACT:

This is a modification of an existing Water Use Permit for agricultural use. The quantities have changed from those previously permitted. This permit authorizes an increase in the annual average quantity from 300,000 gallons per day (gpd) to 531,500 gpd, an increase in the drought annual average quantity from 300,000 gpd to 531,500 gpd, and an increase in the peak month quantity from 2,484,000 gpd to 2,613,800 gpd. This permit also authorizes a new crop protection quantity of 5,283,300 gpd. The increase in quantities is due to a crop type change from 367 acres of melons to 202 acres of strawberries. There is no change in use type from the previous permit. Quantities are based on the District's irrigation allotment calculation program, AGMOD. This permit is located in the Southern Water Use Caution Area (SWUCA). The permittee does not utilize Alternative Water Supply (AWS) sources because none are currently available.

Special conditions include those that require the permittee to continue to record and report monthly meter readings, record and report pumpage used for freeze events, construct proposed wells per the special condition, geophysically log wells if the pump assembly is ever removed, implement the District-approved water conservation plan and submit a progress report mid-permit term, submit seasonal crop reports, submit meter accuracy tests every five years, submit an overpumpage report upon District request, and adhere to the SWUCA Recovery Strategy.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>DROUGHT ANNUAL AVERAGE</u>	<u>CROP PROTECTION /MAXIMUM</u>
Agricultural	531,500	2,613,800	531,500	5,283,300

USES AND IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>	<u>DROUGHT IRRIGATION RATE</u>
Strawberries	202.00	Drip With Plastic	35.37"/yr.	35.37"/yr.

WITHDRAWAL POINT QUANTITY TABLE

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

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>	<u>CROP PROTECTION (gpd)</u>
1 / 1	12	1,180 / UNK	Irrigation	13,500	64,700	1,761,100
2 / 2	12	1,075 / 113	Irrigation	13,500	64,700	1,761,100
3 / 3	12	1,400 / 559	Irrigation	13,400	64,700	1,761,100
6 / 6	16	1,220 / 567	Irrigation	157,600	776,400	N/A
7 / 7	16	1,200 / 567	Irrigation	162,800	802,200	N/A
8 / 8	18	1,300 / 500	Irrigation	170,700	841,100	N/A

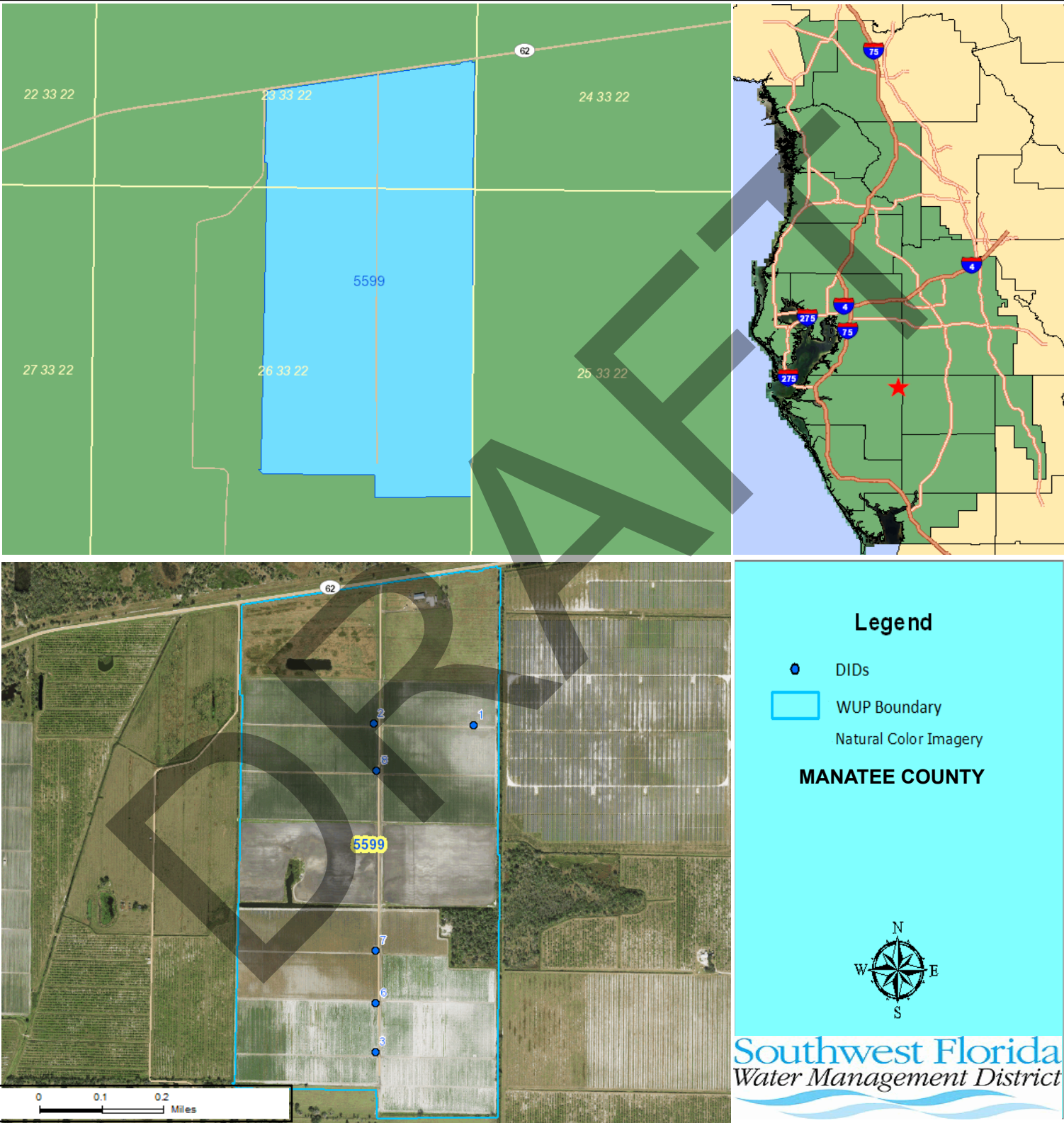
WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
1	27° 35' 17.61"/82° 04' 19.04"
2	27° 35' 17.72"/82° 04' 31.35"
3	27° 34' 41.87"/82° 04' 31.15"
6	27° 34' 47.14"/82° 04' 31.11"
7	27° 34' 52.93"/82° 04' 31.14"
8	27° 35' 12.62"/82° 04' 31.01"

Location Map

Merced and Deyanira Chavez

WUP No. 20 005599.012



STANDARD CONDITIONS:

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

SPECIAL CONDITIONS:

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

All mailed reports and data are to be sent to:

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

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

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

2. The Permittee shall document and report on District forms, the beginning and ending hours and dates of operation of each withdrawal point used for the protection of crops from frost, freeze or heat damage. The report shall include the gallons per day pumped from each withdrawal point based on irrigation system capacity, or if available, totalizing flow meter readings. This report shall be submitted by the 10th day of the month following irrigation for crop protection. The crop protection daily quantities specified in this permit are solely for the purpose of crop protection, and do not apply to routine irrigation practices. Irrigation for crop protection shall not exceed the crop protection daily quantity listed on the permit and shall not cause water to go to waste.
(1)

3. The Permittee shall construct the proposed wells according to the surface diameter and casing depth specifications below. The casing shall be continuous from land surface to the minimum depth stated and is specified to prevent the unauthorized interchange of water between different water bearing zones. If a total depth is listed below, this is an estimate, based on best available information, of the depth at which high producing zones are encountered. However, it is the Permittee's responsibility to have the water in the well sampled during well construction, before reaching the estimated total depth. Such sampling is necessary to ensure that the well does not encounter water quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause salt-water intrusion. All depths given are in feet below land surface. For Well Construction requirements see Exhibit B, Well Construction Instructions, attached to and made part to this permit.

District ID No. 8, Permittee ID No. 8, having a surface diameter of 18 inches, with a minimum casing depth of 500 feet, drilled to an estimated total depth of 1,300 feet.
(240)

4. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
5. The Permittee shall implement a leak detection and repair program as an element of an ongoing

system maintenance program. This program shall include a system-wide inspection at least once per year.(309)

6. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)
7. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices. (331)
8. The Permittee shall geophysically (caliper) or video log District ID No. 1, Permittee ID No. 1, if the pump assembly is removed for maintenance or replacement within the term of this permit. If the Permittee does not have to remove the pump assembly during the term of this permit, he or she shall notify the District in writing upon submittal of their application to renew their water use permit (WUP). Such notification will not prejudice the Permittee's application. The District does not require the Permittee to remove the well assembly for the single purpose of logging the well.

The geophysical or video log must clearly show the diameter and total depth of each well, and the casing depth and casing continuity in each well. If a video log is made of the well, it shall clearly show the WUP number, Permittee name, and well identification number on the tape itself. One copy of the log shall be submitted to the District within 30 days of the logging event. Upon sufficient notice (approximately two to three weeks), the District can caliper log the well(s) at no cost to the Permittee; however, the Permittee shall remove the pump assembly at their own cost and prior to the arrival of the District logging vehicle on location.

Until such time as the logging is performed, the District shall continue to assess withdrawal impacts, and credit existing use per aquifer based on the assumption that multiple aquifers are open in the well bore. If an analysis of the log with respect to geology or hydrogeology is made, the report must be signed and sealed by a Professional Geologist who is registered and in good standing with the Florida Department of Business and Professional Regulation. (408)

9. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request. (427)

10. The Permittee shall immediately implement the District-approved water conservation plan dated October 20, 2022, that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted February 1, 2029.(449)
11. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for seasonal crops for each permitted irrigation withdrawal point, District ID. No(s). 1, 2, 3, 6, 7, and 8, Permittee ID No(s). 1, 2, 3, 6, 7, and 8:
 1. Crop type

2. Irrigated acres per crop for the appropriate season,
3. Dominant soil type or acres by dominant soil type,
4. Irrigation method (NTBWUCA only),
5. Use or non-use of plastic mulch,
6. Planting dates, and
7. Season length.

This information shall be submitted by February 1 of each year documenting irrigation for the previous summer/fall seasonal crops, and by September 1 of each year documenting irrigation for the previous winter/spring crops. Strawberry irrigation information shall be submitted as a winter/spring crop.(476)

12. The Permittee shall submit a copy of all well completion reports as filed with the Environmental Protection Division of Manatee County to the Water Use Permit Bureau within 30 days of each well completion.(508)
13. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
14. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
15. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
16. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID No(s). 8, Permittee ID No(s). 8. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(718)
17. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID No(s). 1, 2, 3, 6, and 7, Permittee ID No(s). 1, 2, 3, 6, and 7. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

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

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

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies.

For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data.

The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

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

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

from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

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

FLOW METER ACCURACY TEST INSTRUCTIONS

1. Accuracy Test Due Date - The Permittee is to schedule their accuracy test according to the following schedule:

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

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

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

2. Accuracy Test Requirements: The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:

A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.

B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or

longer per test until consistent results are obtained.

C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.

D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. Accuracy Test Report: The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:

A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;

C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;

D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.

E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.

F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

WELL CONSTRUCTION INSTRUCTIONS

All wells proposed to be constructed shall be drilled and constructed as specified below:

1. All well casing (including liners and/or pipe) must be sealed to the depth specified in the permit condition.
2. The proposed well(s) shall be constructed of materials that are resistant to degradation of the casing/grout due to interaction with the water of lesser quality. A minimum grout thickness of two (2) inches is required on wells four (4) inches or more in diameter.
3. A minimum of twenty (20) feet overlap and two (2) centralizers is required for Public Supply wells and all wells six (6) inches or more in diameter.
4. Any variation from estimated, maximum or minimum total depths; maximum or minimum casing depths; well location or casing diameter specified in the condition requires advanced approval by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.
5. The Permittee is notified that a proposal to significantly change any of these well construction specifications may require permit modification if the District determines that such a change would result in significantly greater withdrawal impacts than those considered for this Permit.
6. The finished well casing depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

DRAFT

CONSENT AGENDA**June 25, 2024****Regulation Committee: Consider Modification of Water Shortage Order No. SWF 23-041**

On November 14, 2023, the Governing Board issued Water Shortage Order No. SWF 23-041, declaring a modified Phase I water shortage for the portions of Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter Counties located within the District. A copy of that Order is attached hereto as "Attachment A." According to its terms, Water Shortage Order No. SWF 23-041 will remain in effect through July 1, 2024, unless extended, modified, or rescinded by the Governing Board prior to that date. Notably, Water Shortage Order No. SWF 23-041 provided that Phase II Water Shortage Lawn and Landscaping irrigation restrictions provided in Rule 40D-21.631(6)(c), F.A.C., would go into effect for all water users in areas subject to District restrictions in Hillsborough, Pinellas, and Pasco Counties. Rule 40D-21.631(6)(c) 2.b, F.A.C., provides for one-day-per-week watering during the months of December-February, and twice-per-week watering the rest of the year.

On February 27, 2024, the Governing Board extended the Phase II Water Shortage Lawn and Landscaping irrigation restrictions for all water users in areas subject to District restrictions in Hillsborough, Pinellas, and Pasco Counties until July 1, 2024.

Since the issuance of Water Shortage Order No. SWF 23-041, the District has continued to monitor conditions according to the Plan. As of May 31, 2024, two Drought Indicators within the District's northern counties were classified as Severely Abnormal, three Drought Indicators within the District's central counties were classified as Severely Abnormal, and one Drought Indicator was classified as Extremely Abnormal within the District's Southern counties in accordance with Table 21-2 of the Plan.

Specifically, the 24-month moving rainfall sum was at the 15th percentile and the Withlacoochee River 7-day streamflow was at the 15th percentile in the Northern District, the 12 and 24-month moving rainfall sum was at the 18th percentile and the Alafia River 7-day streamflow was at the 15th percentile in the Central District, and the 12-month moving rainfall sum was at the 10th percentile in the Southern District. As of May 31, 2024, the storage volume of the C.W. Bill Young Regional Reservoir was only at 4.08 billion gallons or approximately 26% of its full volume.

As a result of the conditions described above, staff recommends that SWF Order No. 23-041, as modified on February 27, 2024, should be extended through September 1, 2024, unless extended, modified, or rescinded by the Governing Board prior to that date. All provisions of the order, as modified, would remain in full effect until that date.

Staff Recommendation:

Approve the Second Modification to Water Shortage Order No. SWF 23-041 attached as an exhibit.

Presenter:

April D. Brenton, Water User Permit Evaluation and Compliance Manager, Water User Permit Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

IN RE:

DECLARATION OF MODIFIED PHASE I WATER SHORTAGE
IN CHARLOTTE, CITRUS, DESOTO, HARDEE, HERNANDO, HIGHLANDS,
HILLSBOROUGH, LAKE, LEVY, MANATEE, MARION, PASCO, PINELLAS,
POLK, SARASOTA, AND SUMTER COUNTIES

SECOND MODIFICATION TO WATER SHORTAGE ORDER NO. SWF 23-041

During a public hearing held at its regularly scheduled meeting on June 25, 2024, at the Southwest Florida Water Management District's (District) Tampa Service Office in Tampa, Florida, the District's Governing Board received data and recommendations from District staff and provided an opportunity for public comment regarding hydrologic conditions and other pertinent facts regarding a water shortage within the District. Based upon testimony, data, staff recommendations, and public comment, the Governing Board makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. On November 14, 2023, the Governing Board issued Water Shortage Order No. SWF 23-041, declaring a modified Phase I water shortage for the portions of Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter Counties located within the District. According to its terms, Water Shortage Order No. SWF 23-041 will remain in effect through July 1, 2024 unless extended, modified, or rescinded by the Governing Board prior to that date.

2. On February 27, 2024, the Governing Board issued a Modification to Water Shortage Order No. SWF 23-041, extending the Phase II Water Shortage Lawn and Landscaping irrigation restrictions provided in Rule 40D-21.631(6)(c), F.A.C., for Hillsborough, Pinellas, and Pasco Counties, notwithstanding the month-based restrictions provided in that rule.

3. The District's Water Shortage Plan (Plan), adopted as Chapter 40D-21, Florida Administrative Code (F.A.C.), specifies that the District will collect water resource data and water demand data to evaluate Drought Indicators, current regional lake levels, current and recent U.S. Drought Monitor values, current precipitation outlooks, and public supply storage status.

4. Since the issuance of the February 27, 2024 Modification to Water Shortage Order No. SWF 23-041, the District has continued to monitor conditions according to the Plan. As of May 31, 2024, the factors the District uses to evaluate hydrologic conditions

indicate the continued existence of abnormal conditions across the District's entire jurisdiction.

5. As of May 31, 2024, two Drought Indicators within the District's northern counties were classified as Severely Abnormal in accordance with Table 21-2 of the Plan. Specifically, the 24-month moving rainfall sum was at the 15th percentile, and the Withlacoochee River 7-day streamflow was at the 15th percentile.

6. As of May 31, 2024, three Drought Indicators within the District's central counties were classified as Severely Abnormal in accordance with Table 21-2 of the Plan. The 12 and 24-month moving rainfall sum was at the 18th percentile, and the Alafia River 7-day streamflow was at the 15th percentile.

7. As of May 31, 2024, one Drought Indicator was classified as Extremely Abnormal within the District's Southern counties in accordance with Table 21-2 of the Plan. The 12-month moving rainfall sum was at the 10th percentile.

8. As of May 31, 2024, the storage volume of the C.W. Bill Young Regional Reservoir was only at 4.08 billion gallons or approximately 26% of its full volume.

9. Based upon the above-described information, the northern, central, and southern counties of the District are all experiencing an Extreme Drought Condition Level in accordance with Table 21-2 of the Plan.

10. The above-described circumstances warrant that the District require the general public, local governments, water utilities, and other water users within the affected areas to take prudent actions and minimize water use.

CONCLUSIONS OF LAW

11. Pursuant to Section 373.246(2), Florida Statutes (F.S.), the Board by order may declare the existence of a Water Shortage within all or part of the District when insufficient water is or will be available to meet the present and anticipated requirements of the users or when conditions are such as to require temporary reduction in total use within the area to protect water resources from serious harm.

12. Section 373.246(3), F.S., provides that, in accordance with the Plan, the Governing Board may impose such restrictions as may be necessary to protect the water resources of the area from serious harm and to restore them to their previous condition.

13. The Plan requires the District to assign a Water Shortage Phase based upon consideration of the following factors:

- a. Drought Indicators and Drought Condition Levels;
- b. Current regional lake levels, current and recent U.S. Drought Monitor values, current precipitation outlooks, and public supply storage status;
- c. Seasonal characterizations of collected data;

- d. The relative impact of withdrawals used to supply various categories of water uses on the affected Source Class(es) and any specific water body for which the shortage is declared;
- e. The availability and practicality of alternative sources for each category of water user;
- f. To the degree practical, how the District can implement phased restrictions and other required actions in a manner that distributes the burden of the required actions equitably among water users, relative to their impact on the affected Source Class(es) and specific water bodies experiencing the Water Shortage;
- g. The potential for serious harm to natural systems as a result of the drought or other Water Shortage;
- h. The appropriate geographic scope of potential water use restrictions and other required actions, relative to the affected source;
- i. The effectiveness of current and potential water use restrictions and other required actions in containing or reducing water use to protect the affected source; and
- j. Any adverse impact of current and potential water use restrictions and other required actions on public health, safety and welfare.

14. Based upon consideration of all relevant information, a modified Phase I Water Shortage continues to exist within the portions of Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter Counties located within the District.

Based upon the foregoing, it is hereby **ORDERED**:

15. SWF Order No. 23-041, as modified on February 27, 2024, is hereby extended and shall remain in full force and effect in accordance with its terms, through September 1, 2024, unless extended, modified, or rescinded by the Governing Board prior to that date.

16. Any variances issued concerning Order No. SWF 23-041 or the modification thereto shall remain in effect according to their terms.

17. Except as modified herein, all other provisions of the District's Year-Round Water Conservation Measures provided in Chapter 40D-22, F.A.C., shall remain in full force and effect.

18. Water shortage declarations and restrictions enacted prior to this Order by county and city officials affecting their local jurisdictions (Local Action) that are at least as restrictive as this Order are hereby ratified and are authorized to continue in effect according to their terms. In the event a Local Action is less restrictive than this Order, this Order shall supersede the Local Action, unless the county or city officials obtain a variance or waiver from this Order from the District.

19. Pursuant to Section 373.609, F.S., and Rule 40D-21.421, F.A.C., county and city officials and all law enforcement authorities shall assist the Governing Board in the enforcement of the provisions of this Order.

DONE AND ORDERED in Hillsborough County, Florida, on this 25th day of June, 2024.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
Michelle Williamson, Chair

(Seal)

Approved as to Legal Form & Content
_____ Attorney

Filed this _____ day of
_____, 2024.

Deputy Agency Clerk

NOTICE OF RIGHTS

Persons whose substantial interests are affected may petition for an administrative hearing in accordance with Sections 120.569 and 120.57, F.S., and Chapter 28-106, Florida Administrative Code (F.A.C.). A request for a hearing must: 1) explain how the petitioner's or other person's substantial interests will be affected by the District's action; 2) state all material facts disputed by the petitioner or other person, or state that there are no disputed facts; and 3) otherwise comply with Chapter 28-106, F.A.C.

A request for hearing must be filed with and received by the Agency Clerk at the District's Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637-6759, or by facsimile transmission to the Agency Clerk at (813) 367-9788, within twenty-one (21) days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or any other person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Mediation pursuant to Section 120.573, F.S., and Rule 28-106.111, F.A.C., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

In accordance with subsection 120.569(1), F.S., the following additional administrative or judicial review may be available.

A party who is adversely affected by final agency action may seek review of the action in the appropriate District Court of Appeal pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, within thirty (30) days after the rendering of the final action by the District.

CONSENT AGENDA

June 25, 2024

General Counsel's Report: Authorization to Issue Administrative Complaint and Order – Permit Condition Violations; Failure to Complete Corrective Construction – Hunsader Farms, Inc. – Environmental Resource Permit No. 43012840.001 – Manatee County

Hunsader Farms, Inc. (“Hunsader Farms”) owns an RV campground on approximately 29 acres of real property located at 5500 County Road 675, Bradenton, Florida, 34211 (“Property”).

On November 19, 2019, District staff sent Hunsader Farms a Notice of Unauthorized Activities for failure to apply for the required Environmental Resource Permit (“ERP”) from the District prior to the construction of new impervious and semi-impervious surfaces on the Property. On December 5, 2019, District staff conducted a site visit at the Property and observed that land had been cleared and buildings, driveways, and campsite parking had been added to the campground without an ERP. After Hunsader Farms failed to respond to District communications, a Final Notice of Unauthorized Activities was issued on July 21, 2020, requiring an ERP application to be submitted by August 20, 2020.

The file was referred to the Office of General Counsel (“OGC”) in March of 2021. The following month, OGC communicated with Hunsader Farms’ attorney, and on April 20, 2021, OGC sent an email communication requiring that an ERP application be submitted. A pre-application meeting was held on August 10, 2021, and a partial ERP application was submitted on September 14, 2021. However, the ERP application was not approved, and the file was referred back to OGC in August 2022 to obtain compliance.

On August 22, 2022, OGC issued Hunsader Farms a Notice of Violation (“NOV”), noting that additional improvements had been made to the Property without District authorization, and requiring Hunsader Farms to complete the ERP application and complete construction of the surface water management system authorized by the ERP. On September 20, 2022, the District issued ERP No. 43012840.001 to Hunsader Farms.

Although some construction was completed, Hunsader Farms failed to substantially complete construction of the stormwater management system as required by the ERP and NOV. On February 16, 2023, OGC issued a proposed Consent Order to Hunsader Farms for violations of the ERP. Hunsader Farms did not agree to the terms of the Consent Order, but agreed to complete construction of the stormwater management system. To date, construction of the stormwater management system has not been completed in substantial conformance with the permitted design. Because Hunsader Farms refuses to complete the corrective construction, OGC now seeks authorization from the Governing Board to issue an Administrative Complaint and Order for violations of the ERP.

Staff Recommendation:

1. Authorize District staff to issue an Administrative Complaint and Order to Hunsader Farms, Inc., and any other necessary party, to obtain compliance, to recover an administrative fine/civil penalty, and to recover District costs and attorney’s fees, if appropriate.
2. Authorize District staff to pursue additional enforcement measures to obtain compliance with the terms and conditions of the Administrative Complaint and Order, including filing any appropriate actions in circuit court, if necessary.

Presenter:

Jennifer Soberal, Senior Attorney, Office of General Counsel

CONSENT AGENDA

June 25, 2024

Executive Director's Report: Approve Governing Board Minutes – May 21, 2024

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING
TUESDAY, MAY 21, 2024 – 9:00 AM
2379 BROAD STREET, BROOKSVILLE, FL 34604
(352) 796-7211**

MINUTES

Board Members Present

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

*Attended via electronic media

Board Members Absent

Ed Armstrong, Chair
Joel Schleicher, Member

Staff Members

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

Board Administrative Support

Virginia Singer, Manager
Lori Manuel, Administrative Coordinator

1. Convene Public Meeting

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., May 21, 2024, at the Brooksville Office, 2379 Broad Street, Brooksville, Florida 34604. This meeting was available for live viewing through Internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

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

Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

1.2 Invocation and Pledge of Allegiance

Board Member Ashley Bell Barnett offered the invocation and the Pledge of Allegiance.

1.3 Election of Governing Board Officers

Mr. Chris Tumminia, General Counsel, outlined the process for the election of officers.

Board Member John Hall made a motion to nominate a slate of officers as follows: Chair, Michelle Williamson; Vice Chair, John Mitten; Secretary, Jack Bispham and Treasurer, Ashley Bell Barnett. The motion was seconded and passed unanimously.

1.4 Employee Recognition

Chair Mitten recognized Ms. Jennette Seachrist for 20 years of service and Mr. Don Everson for 30 years of service.

1.5 Additions/Deletions to Agenda

Mr. Brian Armstrong, Executive Director, stated there were not additions or deletions to the agenda.

Treasurer Jack Bispham requested that the following item be moved to Discussion:

Regulation Committee

2.6 Water Use Permit No. 20 007846.032, Schroeder-Manatee Ranch, Inc. / Schroeder – Manatee Ranch, Inc. (Manatee, Sarasota Counties)

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

1.6 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddes, Jr., spoke regarding reclaimed water.

Consent Agenda

2.1 Water Reuse Week

Staff recommended the Board approve and execute Resolution No. 24-02 declaring May 19-25, 2024 as "Water Reuse Week."

2.2 Approve the Chassahowitzka River Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Citrus County (N873)

Staff recommended the Board approve use of the Chassahowitzka River Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Citrus County.

2.3 Approve the South Creek Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Pinellas County (N970)

Staff recommended the Board approve use of the South Creek Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Pinellas County.

2.4 FARMS – McClure Properties, LTD (H823) Manatee County

Staff recommended the Board:

1. Approve the McClure Properties, LTD project for a not-to-exceed project reimbursement of \$215,162 provided by the Governing Board;
2. Authorize the transfer of \$215,162 from fund 010 H017 Governing Board FARMS Fund to the H823 McClure Properties, LTD project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

2.5 Perpetual Easement - Lake Mabel CFWI Well Site, SWF Parcel No. 20-020-138

Staff recommended the Board:

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

2.6 ~~Water Use Permit No. 20 007846.032, Schroeder-Manatee Ranch, Inc. / Schroeder – Manatee Ranch, Inc. (Manatee, Sarasota Counties)~~

Staff recommended the Board approve the proposed permit attached as an exhibit.

2.7 Water Use Permit No. 20 008036.010, Leffie M. Carlton Jr Family LLLP / Grange Hall Loop Berries (Hillsborough County)

Staff recommended the Board approve the proposed permit attached as an exhibit.

2.8 Water Use Permit No. 20 011639.007, Buckhorn Nursery, Ltd. / Buckhorn Nursery (Hardee County)

Staff recommended the Board approve the proposed permit attached as an exhibit.

2.9 Water Use Permit No. 20 021115.000, TerraNova Preserves, LLC / Old Miakka Golf Course (Manatee County)

Staff recommended the Board approve the proposed permit attached as an exhibit.

2.10 Approve Governing Board Minutes – April 23, 2024

Staff recommended the Board approve minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio –00:13:48)

Finance/Outreach and Planning Committee

Treasurer Jack Bispham called the committee to order.

3.1 Consent Item(s) Moved to Discussion - None

3.2 Budget Transfer Report

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

Resource Management Committee

Board Member Ashley Bell Barnett called the committee to order.

4.1 Consent Item(s) Moved to Discussion – None

4.2 Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum Levels for Lake Tulane and Lake Verona in Highlands County and Accept the Final Draft Reports

Mr. Doug Leeper, Minimum Flows and Levels Program Lead, outlined the criteria, legal directives and adaptive management processes that are used to develop and implement Minimum Flows and Levels (MFLs).

Mr. Leeper provided a timeline of activities associated with the reevaluation of MFLs currently established for Lakes Tulane and Verona and summarized the processes, criteria, standards, and hydrologic modeling that were used for the re-evaluation. He described the peer-reviewed standards, including the Xeric Wetland Offset Standard, that were used for development of re-evaluated, proposed MFLs for each lake. Mr. Leeper also summarized screening information that was assessed for the lakes to ensure all relevant environmental values were considered for development of the proposed MFLs. Mr. Leeper responded to questions.

Staff recommended the Board:

- A. Accept the report entitled, "Reevaluation of Minimum Levels for Lake Tulane in Highlands County, Florida, March 1, 2024."
- B. Accept the report entitled "Reevaluation of Minimum Levels for Lake Verona in Highlands County, Florida, March 1, 2024."
- C. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- D. Initiate rulemaking and approve the proposed rule language to amend Rule 40D-8.624, F.A.C., to replace the previously approved minimum levels with the proposed minimum levels for Lakes Tulane and Verona in Highlands County, as shown in the Exhibit.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 00:49:56)

Operations, Lands and Resource Monitoring Committee

Board Member John Hall called the committee to order.

5.1 Consent Item(s) Moved to Discussion - None

5.2 2024 Hurricane Season Preparedness

Mr. Dave Dickens, General Services Bureau Chief, presented the District's 2024 hurricane season preparedness activities.

He explained the role of the District's Emergency Coordinating Officer and alternates. Mr. Dickens provided the 2024 Atlantic Basin Hurricane Forecast and a recap of the 2023 storm season. Mr. Dickens outlined the primary responsibilities of the District during emergency operations stating the District is a member of the State Emergency Response Team (SERT) and is not a first responder but provides support to the missions of the State Emergency Operations Center. Mr. Dickens outlined the activities the District practices for emergency preparedness, including updating plans, conducting exercises and coordination with outside agencies. Mr. Dickens informed the Board that the District's Emergency Operations Center is prepared for the upcoming hurricane season.

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

Regulation Committee

Board Member Dustin Rowland called the committee to order.

6.1 Consent Item(s) Moved to Discussion

2.6 Water Use Permit No. 20 007846.032, Schroeder-Manatee Ranch, Inc. / Schroeder – Manatee Ranch, Inc. (Manatee, Sarasota Counties)

Treasurer Jack Bispham requested this item be moved to Discussion.

Mr. Darrin Herbst, Water Use Permitting Bureau Chief, presented information regarding the Water Use Permit (WUP). Treasurer Bispham expressed concerns regarding diminishing permitted water quantities related to expired agricultural WUPs. Board Member Ashley Barnett reaffirmed those concerns. Mr. Herbst responded to questions.

Mr. Brian Armstrong, Executive Director, explained the rule criteria related to issuing WUPs.

Board Member Kelly Rice discussed the development of alternative water supplies.

Staff recommended the Board approve the proposed permit attached as an exhibit.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 01:15:55)

6.2 Denials Referred to the Governing Board

No denials were presented.

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion - None

7.2 Affirm Governing Board Committee Actions

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

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio –01:16:38)

Committee/Liaison Reports

8.1 Environmental Advisory Committee

A written summary of the April 9 meeting was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, congratulated the newly elected Governing Board officers.

Chair's Report

10.1 Chair's Report

Chair Mitten stated the next meeting is scheduled for June 25 at 9:00 a.m., in the Brooksville office.

10.2 Employee Milestones

A written summary was provided.

ADJOURNMENT

The meeting was adjourned at 10:22 a.m.

Governing Board Meeting
June 25, 2024

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	Discussion: Consent Item(s) Moved to Discussion	83
3.2	Discussion: Action Item: Fiscal Year 2025 Recommended Annual Service Budget.....	84
3.3	Submit & File: Information Item: Budget Transfer Report	86

FINANCE/OUTREACH AND PLANNING COMMITTEE

June 25, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

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

FINANCE/OUTREACH AND PLANNING COMMITTEE

June 25, 2024

Discussion: Action Item: Fiscal Year 2025 Recommended Annual Service Budget

Purpose

Submit fiscal year (FY) 2025 Recommended Annual Service Budget (recommended budget) for consideration by the Governing Board as required by statute and authorize staff to prepare the *Tentative Budget Submission* based on the recommended budget, adjusted for any modifications made by the Governing Board on June 25, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, any additional funding provided by the state, and changes recommended by staff.

Background

In accordance with Section 373.536(2), Florida Statutes (F.S.), the District shall, on or before July 15 of each year, submit for consideration by the Governing Board a tentative budget for the District covering its proposed operations and funding requirements for the ensuing fiscal year. On June 25, staff will present the recommended budget to the Governing Board.

Additionally, under Section 373.536(5)(d), F.S., by August 1 of each year, the District shall submit for review a tentative budget to the Florida Legislature, to the Executive Office of the Governor (EOG), President of the Senate, Speaker of the House of Representatives, chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over water management districts, Secretary of the Department of Environmental Protection, and the governing body of each county in which the District has jurisdiction or derives any funds for the operations of the District. This tentative budget is known as the *Tentative Budget Submission* and will include a description of any significant changes from the preliminary budget submitted on January 15, 2024.

Discussion

Staff will provide an overview of the FY2025 recommended budget including a review of proposed revenues and expenditures in comparison to the FY2024 adopted budget. Revenues will be reviewed by source and expenditures will be reviewed by category, program, and area of responsibility. The recommended budget provided to each Governing Board member as an exhibit to the overview includes charts, variance analysis, and detailed descriptions of each project.

At the July 23 Governing Board meeting, staff will present the 16 county property appraisers' certifications of taxable value and the proposed FY2025 millage rate in compliance with Sections 373.503(4) and 200.065, F.S. The Governing Board will be requested to adopt the proposed FY2025 millage rate to ensure certification 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. In addition, the Governing Board will be requested to authorize staff to submit the District's *Tentative Budget Submission* for FY2025 to the EOG, Florida Legislature, and other parties, as required by statute, to be received by August 1, 2024.

The District's FY2025 final millage rate and budget will be adopted in September following two public budget hearings. The first hearing is scheduled for September 10, 2024, at 5:01 p.m. at the Tampa Office. Written disapproval of any portion of the *Tentative Budget Submission* must be received from the EOG or the Legislative Budget Commission at least five business days prior to the final budget hearing.

The second and final hearing is scheduled for September 24, 2024, at 5:01 p.m. also at the Tampa Office.

An exhibit of the recommended budget will be provided separately.

Staff Recommendation:

Authorize staff to prepare the *Tentative Budget Submission* for FY2025 based on the recommended budget as presented, adjusted for any modifications made by the Governing Board on June 25, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, any additional funding provided by the state, and changes recommended by staff.

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

Jennette Seachrist, Division Director, Resource Management Division

Brian Starford, Division Director, Operations, Lands and Resource Monitoring Division

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

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

FINANCE/OUTREACH AND PLANNING COMMITTEE

June 25, 2024

Submit & File: Information Item: Budget Transfer Report

Purpose

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

Background

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

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
May 2024

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category	Reason for Transfer	Transfer Amount
<u>Change from Original Budget Intent</u>				
1	Procurement Salaries	Procurement Temp Contracted Services	Transfer of funds originally budgeted for full-time equivalent staff salaries in the Procurement Services Office (PSO). The funds are no longer required due to unanticipated vacancies within the PSO. The funds will be used to hire temporary services for the PSO to ensure a consistent level of service and operational continuity for the remainder of the fiscal year.	\$ 35,965.20
2	Data Collection Capitalized - Contractual Well Construction	Data Collection Other Contractual Services	Transfer of funds originally budgeted for construction of planned monitor wells as part of the Regional Observation and Monitor-well Program (ROMP). Expenditures will be less than anticipated due to an agreement with Tampa Bay Water to utilize their existing monitor wells for District water level and water quality data collection at Moon Lake. The funds are required for contracted archaeological monitoring during initial construction of the Coon Wallow wellsite on District-owned land, as required by the Division of Historical Resources. These services were identified in the FY2024 Geohydrologic Work Plan after the budget was developed.	9,900.00
3	Data Collection Parts and Supplies	Data Collection Consultant Services	Transfer of funds originally budgeted for parts and supplies in support of well repair and abandonment activities. The funds are no longer required due to expenditures being less than anticipated. The funds are required for a geophysical inspection of the District-owned Sugar Mill Woods monitor well in Citrus County for additional data specific to the area.	5,000.00
Total Change from Original Budget Intent				50,865.20
Total Amount Transferred				\$ 50,865.20

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

Governing Board Meeting
June 25, 2024

4. RESOURCE MANAGEMENT COMMITTEE

4.1	Discussion: Consent Item(s) Moved to Discussion	88
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RESOURCE MANAGEMENT COMMITTEE

June 25, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

Governing Board Meeting

June 25, 2024

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

5.1	Discussion: Consent Item(s) Moved to Discussion	89
5.2	Discussion: Information Item: Hydrologic Conditions Report	90
5.3	Discussion: Action Item: Offer for Surplus Lands - Annutteliga Hammock (AH-2), SWF Parcel No. 15-228-1664S.....	91
5.4	Discussion: Action Item: Offer for Surplus Lands - Lake Hancock (MHR-1), SWF Parcel No. 20-503-262S	135

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

June 25, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

June 25, 2024

Discussion: Information Item: Hydrologic Conditions Report

- May is the last month of the eight-month dry season (October through May). Monthly rainfall totals were lower than expected, regionally variable, and associated with seasonally transitional weather systems (i.e., diminished cold fronts; increased sea breeze/convective rainstorms) intermixed with high pressure and drier air conditions.
- **Rainfall:** Provisional (May 1-31) rainfall totals were within the normal range in the northern counties, while significantly below normal in the central and southern counties. The Districtwide 12-month cumulative rainfall total declined and is at a deficit of 7.33 inches below the long-term historical average. The southern region has the largest 12-month cumulative rainfall deficit at 11.18 inches below the 12-month historical average.
- **Streamflow:** Regional streamflow decreased at 11 of 12 monitoring stations compared to last month. Eight of the 12 stations ended the month with normal flow, while four stations ended with much below-normal flow.
- **Groundwater:** Regional aquifer-level percentiles increased in the northern counties, declined in the central and southern counties, and ended the month within the normal range in all three regions of the District.
- **Lake Levels:** Regional lake levels declined in all four lake regions. Regional levels ended the month below normal in the Northern, Tampa Bay and Lake Wales Ridge regions, and ended the month within the normal range in the Polk Uplands region.
- **Overall:** Most hydrologic indicators assessed declined in May, especially those in areas of lower rainfall accumulations. Lower rainfall and drier air conditions have increased the risk of wildfire in some areas of the District. The National Oceanic and Atmospheric Administration (NOAA) predicts above-normal rainfall through August 2024, while also forecasting an above normal 2024 Atlantic hurricane season (June-November), with 17 to 25 named storms, 8 to 13 hurricanes, and 4 to 7 major hurricanes.

Staff Recommendation:

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

Presenter:

Tamera McBride, Hydrologic Data Manager, Data Collection Bureau

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

June 25, 2024

Discussion: Action Item: Offer for Surplus Lands - Annutteliga Hammock (AH-2), SWF Parcel No. 15-228-1664S

Purpose

Recommend the Governing Board approve the Contract for Sale and Purchase for this surplus parcel which is attached as Exhibit 1. Location and Site maps are attached as Exhibits 2 and 3, respectively.

Background and History

The Annutteliga Hammock properties owned by the District are within the area of the Royal Highlands subdivision in Hernando County. The District actively acquired properties in this area between 1999 and 2003; however, the ability for meaningful consolidation of the entire project area was determined to be very limited given the continued rise in property values and the ongoing scattered development of privately owned lots.

In May 2015, the Governing Board recognized these challenges and designated 1,021 lots within Annutteliga Hammock as surplus. Most lots are small lots valued at less than \$25,000, however, some larger tracts do exist. On January 24, 2017, the Operations, Lands and Resource Monitoring Committee met with the intent of developing a strategy to sell these numerous properties and determined that all of this surplus property falls within the Priority Focus Area (PFA) of the Chassahowitzka River Springshed. Because of this determination, the decision was made to place restrictions on the property to be offered for sale in order to reduce the potential new pollutant loads within the PFA. To further address this concern, the small lots are currently being offered to adjoining property owners with a deed restriction prohibiting septic tanks. The properties that are from 10 to 20 acres in size are being offered subject to deed restrictions that limit development while the properties greater than 20 acres are being offered subject to a conservation easement. In August of 2023, the Governing Board declared an additional 307 lots as surplus, and these lots will be sold using the same criteria as the original 1,021 lots.

This parcel comprises approximately 0.88 acres and will be sold with a deed restriction prohibiting the installation of a septic tank or other device for the sanitary disposal of waste.

As required by statute for the sale of surplus property, a notice of intent to sell this property was published in a newspaper.

Summary of Value and Offer

The most recent appraisal of the property was on March 16, 2024, which was prepared by Valuation Advisors, Bradley C. Page, MAI, and is attached as Exhibit 4. The highest and best use for the property was determined to be assemblage with abutting buildable lot. The current offer of \$27,000 from Christine Murray is above the appraised value of \$22,000 and meets the District's minimum price for sale of surplus property.

The District's title to the property includes the subsurface rights. Any sale would include the interest in all phosphate, minerals, metals, and petroleum that may be in, on or under the property.

Sale Terms

- The District will deliver title to the buyer by Quit Claim Deed. The Deed will include a restriction that no septic system or other system for the sanitary disposal of waste shall be installed.
- The purchase price is fixed without adjustment provisions.
- The Buyer will make a deposit of five percent (5%) of the contract price, or \$1,350, with a closing to occur no more than 60 days after the effective date of the Contract for Sale and Purchase.
- The buyer will bear all expenses of the transaction except for the appraisal.

Benefit/Costs

The proceeds from the sales of surplus lands allow the District to acquire lands that are more environmentally significant. Funds derived from the sale of surplus land are only used for the purchase of other lands, resulting in the ability to meet the District's core mission more effectively.

Staff Recommendation:

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

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("Contract") is made this _____ day of _____, 2024, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 ("District"), and Christine Murray, having an address of 14298 Regency Ct. Weeki Wachee, FL 34614 ("Buyer"), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property").
2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer shall be binding for Forty-five (45) days after such execution by Buyer. If this Contract is not executed by the District on or before Forty-five (45) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract shall terminate.
3. **EFFECTIVE DATE:** The effective date of this contract shall be the date of execution by the District.
4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.
5. **PURCHASE PRICE:** The total purchase price for the Property shall be Twenty-seven thousand dollars (\$27,000.00), which shall be paid in the following manner:
 - a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the escrow agent for closing designated by the District, as earnest money ("Deposit"). In the event this Contract is terminated under Paragraphs 2, 4, or 12 of this Contract the District shall return the Deposit to the Buyer.
 - b. **Balance:** The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.
6. **CLOSING, EXPENSE AND POSSESSION:** This Contract shall be closed no later than Sixty (60) days from the effective date referenced in Paragraph 3, unless this Contract is terminated pursuant to Paragraphs 2 or 4. The following are additional details of closing:
 - a. **Time and Place:** The date, time and place of closing shall be set by the District.

Contract for Sale and Purchase
Parcel Name: AH-2-S
SWF Parcel No.: 15-228-1664S

Revised 6/8/2018

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

c. **Expenses:** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Gulf Coast Title Co., Inc. having an address of 111 N Main St, Brooksville, FL 34601 as the escrow agent for closing. The Buyer shall pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

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

8. **RESTRICTIVE COVENANT:** Buyer agrees to accept title to the Property with a deed restriction that will prohibit any new septic system or other device for the sanitary disposal of waste on the Property.

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

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

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

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

13. **ATTORNEYS' FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

14. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.

15. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

16. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.

17. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.

18. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.

19. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

20. **SURVIVAL:** Paragraphs 6c, and 13 of this Contract will survive delivery and recording of deed and possession of the Property.

21. **ELECTRONIC/FACIMILE SIGNATURE:** The District agrees that this Agreement may be executed by the Buyer by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.

22. **MINERAL RIGHTS:** The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

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

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

DISTRICT:

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

By: _____

Print Name: _____

Title: _____

Date: _____

BUYER:

By: *Christine Murray*
(Signature)

Print Name: Christine Murray

Title: _____

Date: May 20, 2024

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

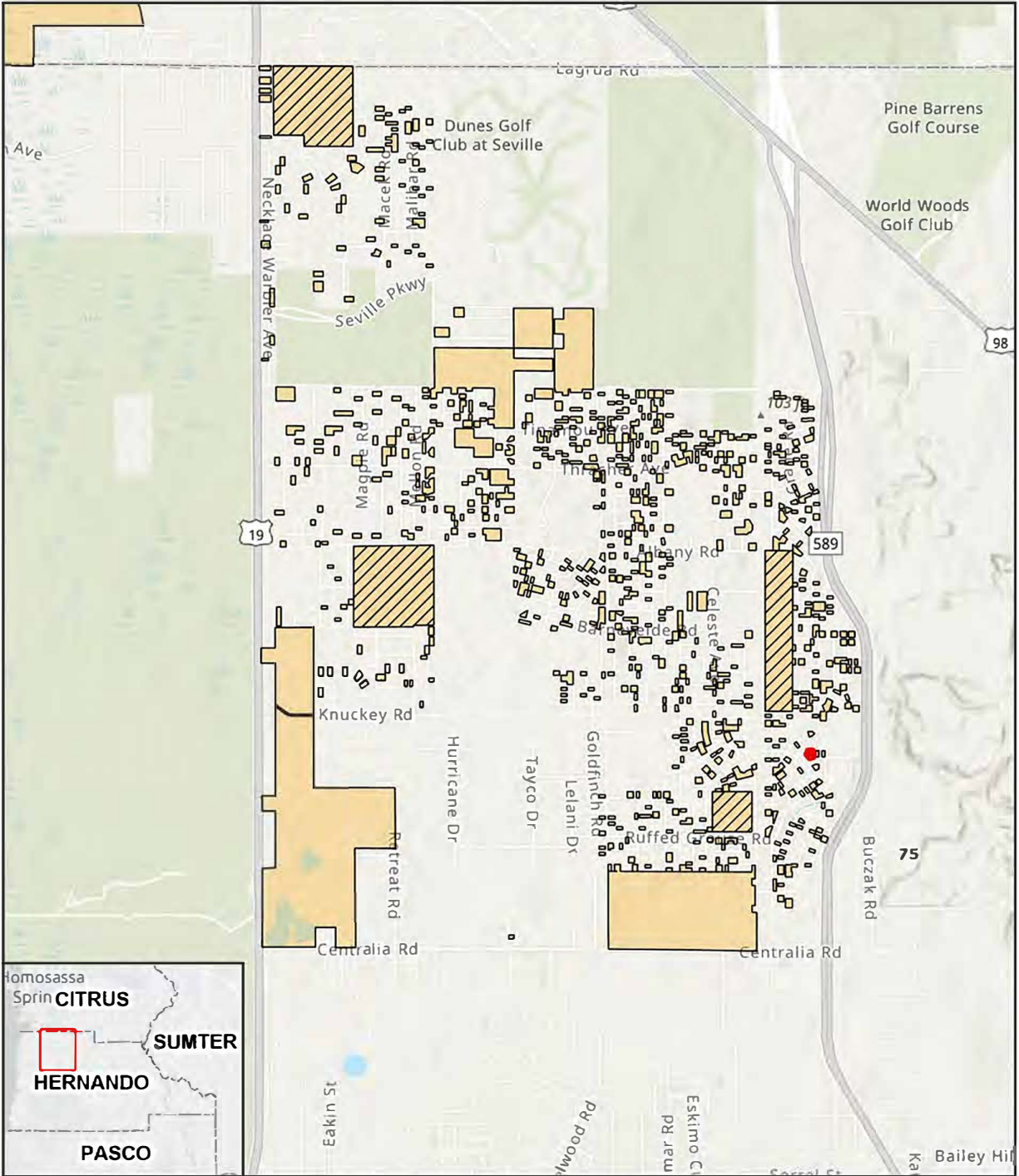
Exhibit "A"
Legal Description

SWF Parcel 15-228-1664S (Annutteliga Hammock)

Lot 7, Block 551, ROYAL HIGHLANDS, UNIT NO. 7, as per plat thereof recorded in Plat Book 12, Pages 83-110, Public Records of Hernando County, Florida.

Remainder of this page intentionally left blank.

Exhibit 2 **Annutteliga Hammock** **SWF Parcel No. 15-228-1665S, Surplus ID AH-2-1664S** **Location Map**



SWF Parcel No. 15-228-1664S

District Owned Lands Fee Simple

District Owned Land Easements

0 0.5 1

Miles

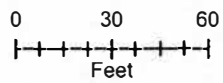
Southwest Florida
Water Management District

Exhibit 3
Annutteliga Hammock
SWF Parcel No. 15-228-1664S, Surplus ID AH-20-1664S
Site Map



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

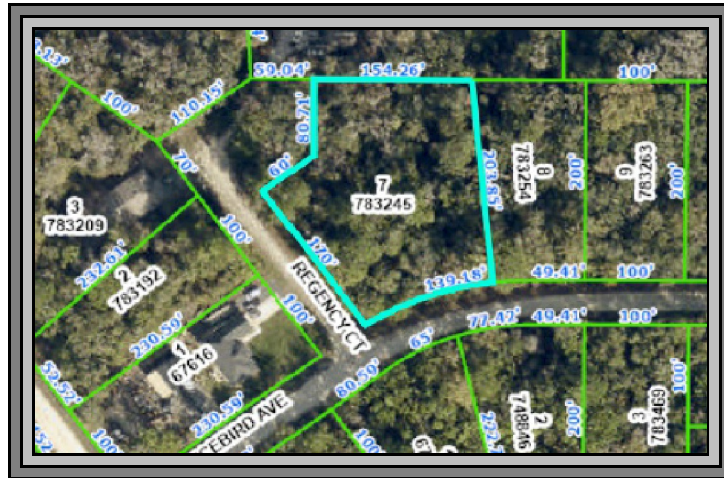
- SWF Parcel No. 15-228-1664S
- District Owned Lands Fee Simple



Southwest Florida
 Water Management District



16057 Tampa Palms Boulevard, #355
Tampa, Florida 33647



**Annuteliga Hammock Surplus, SZ00, SWF 15-228-1664S
Northeast Corner of Ricebird Avenue and Regency Court
ROYAL HIGHLANDS UNIT 7 BLK 551 LOT 7**

Weeki Wachee, FL

Southwest Florida Water Management District - PO 24PO00000260

SWFWMD PARCEL - AH2-1664S

VA File No. 11611-4

Valuation Date - March 16, 2024



Bradley C. Page, MAI
State-Certified General Real Estate Appraiser 1535
President

April 1, 2024

Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Allison Mayer
Real Estate Specialist

RE: Annuteliga Hammock Surplus, SZ00
SWF 15-228-1664S
Restricted Lot Northeast Corner of Ricebird
Avenue and Regency Court
Weeki Wachee, FL
File No. 11611-4

Dear SWFWMD:

In accordance with your authorization, I have personally inspected and appraised the above captioned property in order to render an opinion of its Market Value. The value conclusions contained in this report are applicable to the effective date of value, March 16, 2024. Please note the assumptions and limiting conditions as they have a bearing on the report and value conclusions.

The fee simple interest subject to the deed restriction that “no septic tank or other device for the sanitary disposal of waste shall be installed on the property conveyed hereby” is appraised.

This Appraisal Report has been rendered in compliance with the Uniform Standards of Professional Appraisal Practice, the Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute. This report does not comply with District Minimum Appraisal Standards. Based upon all the known factors and influences that could affect the valuation of the subject property, it is my opinion that the following value as of March 16, 2024 is applicable.

Market Value - \$22,000

ii



SWFWMD
April 1, 2024

The value conclusion is based on an exposure time of twelve months. Based on current market influences, a similar marketing period is considered reasonable.

Should you have any questions pertaining to the property or my valuation thereof, please feel free to contact the undersigned.

Respectfully Submitted,

Bradley C. Page, MAI
President
State-Certified General Real Estate Appraiser
RZ1535

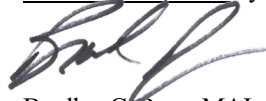
CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Bradley C. Page, MAI has met the requirements of the continuing education program of the Appraisal Institute, as well as certification by the State of Florida's Department of Business and Professional Regulation.
- My opinion of the value of the property described herein is certified as of March 16, 2024 to be:

MARKET VALUE - \$22,000

Reviewed/Inspected by:



Bradley C. Page, MAI
Certificate No. 10,521
President
State-Certified General Real Estate Appraiser
RZ1535

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been made with the following assumptions and limiting conditions.

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. Maps, plats and exhibits included in the report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys, or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. Subsurface rights (mineral and oil) were not considered in making this report unless otherwise stated.
8. For those tracts that according to survey, map or plat indicate riparian rights and/or littoral rights, these rights are assumed to go with the property unless easements or deeds of record were found by the appraisers to the contrary.
9. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
10. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.
11. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
12. The date of value to which the conclusions and opinions expressed in this report apply, is set forth in the letter of transmittal. Further, that the dollar amount of any value opinion rendered was based upon the purchasing power of the American dollar existing on that date.
13. The appraisers assume no responsibility for economic or physical factors which may affect the opinions in this report which occur after the date of the letter transmitting the report.
14. The appraisers reserve the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
15. No detailed soil studies or information relating to geologic conditions covering the subject property were available to the appraisers. Therefore, it was assumed that existing soil conditions are capable of supporting development and standard construction for the subject property to its assumed highest and best use without extraordinary foundation or soil remedial expense.

ASSUMPTIONS & LIMITING CONDITIONS (CONTINUED)

16. No opinion is expressed as to the independent value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.
17. Unless otherwise stated in this report, the existence of hazardous materials which may or may not be present on the property, was not observed by the appraiser. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. Further, should the client be in possession of or obtain an environmental study pertaining to the subject property in conjunction with this appraisal, it is the responsibility of the client to notify the appraiser of any environmental concerns identified for the subject. Further analysis beyond the scope of this assignment may be required and the results of this appraisal may be meaningless if environmental issues impacting value are identified.
18. Possession of this report, or a copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event only with proper written qualification and only in its entirety.
19. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
21. The liability of Valuation Advisors and the appraisers responsible for this report is limited to the client only. There is no accountability, obligation or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussion. The appraisers are in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially and/or legally.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAIs who meet the minimum standards for this program are awarded periodic educational certifications. Bradley C. Page, MAI is certified under this program through December 31, 2024.

SUMMARY OF SALIENT FACTS & CONCLUSIONS

DATE OF REPORT:	April 1, 2024
SITE VISIT:	March 16, 2024
VALUATION DATE:	March 16, 2024
OWNERS OF RECORD:	Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34601
PRESENT USE:	Vacant lot
HIGHEST & BEST USE AS VACANT:	Assemblage with abutting buildable lot
PURPOSE OF THE APPRAISAL:	Render an opinion of the subject's Market Value
NEIGHBORHOOD/AREA DESCRIPTION:	Annuteliga Hammock
SITE ANALYSIS:	
Land Area:	39,283 SF 0.90 AC
Shape:	Irregular
Zoning/Land Use:	R-1C, Residential District
LOCATION:	The subject lot is located on the Northeast Corner of Ricebird Avenue and Regency Court. The lot is accessed from Ricebird Avenue and Regency Court.
VALUE CONCLUSIONS:	
Market Value Conclusion:	\$22,000
Normal Marketing/Exposure Time:	Twelve months - In my opinion, the restriction greatly reduces the buyer pool/market for the subject lot resulting in a longer exposure time. The data for restricted lots sales includes short marketing periods for lots acquired by abutting owners who are interested in purchasing to lots that abutting owners ignore that would have extended marketing periods.

PHOTOGRAPHS OF SUBJECT



View of Subject Lot



View on Ricebird Avenue



View on Regency Court

INTEREST VALUED - The property has been appraised on a fee simple interest basis subject to a deed restriction that “no septic tank or other device for the sanitary disposal of waste shall be installed on the property conveyed hereby.”

EFFECTIVE DATE OF VALUE - The valuation conclusion contained herein is applicable to market conditions that were present on the effective date of value, March 16, 2024.

DATE OF REPORT - The date of this report is April 1, 2024.

INTENDED USE/USER OF THE REPORT - This report is to be used by the Southwest Florida Water Management District for financial planning purposes that may include sale of the subject as a surplus property.

APPRAISAL DEVELOPMENT & REPORTING PROCESS - SCOPE OF WORK - In preparing this appraisal, the appraiser performed all of those procedures necessary to apply each of the applicable approaches to value. This process has been undertaken to render an opinion of the market value of the fee simple interest in the subject. These procedures included but were not limited to the following:

- Made a site visit of the subject property and surrounding market area
- Gathered and reviewed specific data such as a plat maps, public record information, and historic data relative to the analysis of the subject
- Gathered relevant data pertaining to the neighborhood from a personal site visit of the

surrounding areas, as well as local publications and real estate journals

- Discussed market conditions and trends with local brokers, managers, developers, financial institutions and appropriate governmental agencies
- Estimated subject's most probable and likely utilization under the basic real estate valuation Principle of Highest & Best Use
- Considered the three traditional approaches to value to include the Cost, Sales Comparison, and Income Approaches with the sales comparison approach contained herein
- Gathered market information pertaining to vacant land comparables. The area researched includes primarily the Annuteliga Hammock area of northwestern Hernando County. The analysis requires consideration of the subject that is non buildable due to the deed restriction. Therefore, pairings of larger and smaller lots throughout the area are analyzed to determine the contributory value of additional land area as the highest and best use of the subject lot includes assemblage with abutting lots to form a larger lot. The actual date of data gathered spans a period of more than one year with only the most recent comparable data considered for the analysis. Sources of data include appraiser's files, discussions with property owners, brokers and sellers, public record sources including the property appraiser's data, clerk of the court's records, online data sources including MLS, and brokers and agents online records. The most applicable and comparable data gathered are included in this report for comparison to the subject for analysis.

COMPETENCY PROVISION - The appraiser has appraised numerous properties similar to the subject over the past three decades. For a list of additional property types appraised, please refer to the appraiser's qualifications found in the addendum.

LEGAL DESCRIPTION - ROYAL HIGHLANDS UNIT 7 BLK 551 LOT 7.

HISTORY OF THE PROPERTY - The property is owned by Southwest Florida Water Management District and there have been no transfers in the previous five years. The subject has been considered surplus land and is planned for sale by the owner.

PRINCIPLES AND TERMINOLOGY USED IN THIS REPORT

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

According to USPAP 2024, Market Value is defined as follows:

Market Value: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in the appraisal.

The conditions relative to the opinion of Market Value considered in this appraisal are as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition complies with Sections 12CFR Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.

The previous definitions were taken from The Dictionary of Real Estate, 5th edition, The Appraisal of Real Estate, 13th edition, and The Uniform Standards of Professional Appraisal Practice 2024.

Following is the Form Appraisal for the subject. The form will be followed by write ups, location maps and discussions of the comparables and their analysis.

LAND APPRAISAL REPORT

File No.

11611-4

Census Tract 407.01

Map Reference 27-21-18

Borrower **N/A**

Property Address **Northeast corner of Ricebird Avenue and Regency Court.**

City **Weeki Wachee** County **Hernando** State **FL** Zip Code **34614**

Legal Description **see report**

Sale Price \$ _____ Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes \$ **0.00** (yr.) Loan charges to be paid by seller \$ _____ Other sales concessions _____

Lender/Client **Southwest Florida Water Management District** Address **2379 Broad Street, Brooksville, FL 34601**

Occupant **Vacant** Appraiser **Bradley Page, MAI** Instructions to Appraiser **Fee simple subject to deed restriction, no septic tank or other device for the sanitary disposal of waste shall be installed on the property conveyed hereby.**

Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Good	Avg.	Fair	Poor
Built Up	<input type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input checked="" type="checkbox"/> Under 25%	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Demand/Supply	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Marketing Time	<input checked="" type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Present Land Use	15 % 1 Family	80 % 2-4 Family	3 % Apts.	3 % Condo	3 % Commercial		
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)					
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	80 % Vacant				
Single Family Price Range \$	100,000 to \$	552,390	Predominant Value \$	345,000			
Single Family Age	New yrs. to	50 yrs.	Predominant Age	10 yrs.			

Employment Stability ☐ ☒ ☐ ☐

Convenience to Employment ☐ ☒ ☐ ☐

Convenience to Shopping ☐ ☒ ☐ ☐

Convenience to Schools ☐ ☒ ☐ ☐

Adequacy of Public Transportation ☐ ☒ ☐ ☐

Recreational Facilities ☐ ☒ ☐ ☐

Adequacy of Utilities ☐ ☒ ☐ ☐

Property Compatibility ☐ ☒ ☐ ☐

Protection from Detrimental Conditions ☐ ☒ ☐ ☐

Police and Fire Protection ☐ ☒ ☐ ☐

General Appearance of Properties ☐ ☒ ☐ ☐

Appeal to Market ☐ ☒ ☐ ☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) **There has been recent new schools and new shopping servicing this area with new Dollar Str, a Publix Anchored center on Commercial Way in the neighborhood and just north of the Hernando Citrus County Line. New middle and high schools have been developed within the neighborhood as well. Convenient to the Suncoast Parkway and Commercial Way. The area offers larger, lower priced lots and rural area with privacy and conveniences.**

Dimensions **139.15' x 220' x 60' x 8071' x 154.26' x 293.85'** = **39,283** Sq. Ft. or Acres ☒ Corner Lot

Zoning classification **R-1C, Residential District** Present improvements ☒ do ☐ do not conform to zoning regulations

Highest and best use: ☐ Present use ☒ Other (specify) **assemblage to form larger lot due to deed restriction.**

Public ☒ Other (Describe) _____

Elec. ☒ Gas ☐ Water ☒ San. Sewer ☒ Undergound Elect. & Tel. ☐

OFF SITE IMPROVEMENTS

Street Access: ☒ Public ☐ Private

Surface **Limerock**

Maintenance: ☒ Storm Sewer ☐ Curb/Gutter ☐ Sidewalk ☐ Street Lights

Topo **Wooded**

Size **20,000 SF**

Shape **Irregular**

View **Residential and vacant**

Drainage **Sandy Soils and engineered drainage**

Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) **Deed restriction against septic or any wastewater treatment results in lots being not buildable. Highest and best use is for assemblage with an abutting lot as subject lots are not suited for residential development due to deed restriction.**

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Ricebird Ave/Regency Ct, Weeki Wachee, FL	Pairing 1 - FL Wren/Nighthawk & Macassar Rd - Weeki Wachee, FL	Pairing 2 - Yellow Hammer Rd & Maberly Rd - Weeki Wachee	Pairing 3 - Nimick RD & Kelso St, Weeki Wachee
Proximity to Subj.		4.2 Miles Northwest	4.2 Miles Northwest	3.2 Miles Northwest
Sales Price		\$ 17,100	\$ 16,000	\$ 9,000
Price		\$17100	\$16000	\$9000
Data Source	Public Records	Agent, Buyer, MLS, Public Rec	Agent, MLS, Public Rec	Agent, MLS, Public Rec
Date of Sale and	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Time Adjustment		Feb 24	Oct 23 & Oct 23	Aug & Jun - 23
Location	Corner	Interior & Corner	Inter & Inter	Inter & Inter
Site/View	Vacant & Residential	Vacant & Res	Vacant & Res	Vacant & Res
Size	39,283 SF	23,500 SF diff	22,2 SF diff	20,220 SF diff
		& Price Difference	& Price Difference	& Price Difference
		of \$17,100 or \$0.73	of \$16,000/\$0.72	\$9,000 or \$0.45
		Per Square Foot	Per Square Foot	Per Square Foot
Sales or Financing				
Concessions				
Net Adj. (Total)		<input type="checkbox"/> Plus <input type="checkbox"/> Minus: \$	<input type="checkbox"/> Plus <input type="checkbox"/> Minus: \$	<input type="checkbox"/> Plus <input type="checkbox"/> Minus: \$
Indicated Value				
of Subject		\$ 17,100	\$ 16,000	\$ 9,000

Comments on Market Data: **The data includes four pairings of larger and smaller parcels to determine the allocation to the difference in lot area. Price and size reported are the differences for the larger and smaller comparables in the pairing, see the write-ups and discussions for complete details. The data supports indicators of \$0.45 to \$0.73 per square foot for the four pairings.**

Comments and Conditions of Appraisal: **The pairings include sales to individuals and investors. Pairings include both limerock and paved road fronting lots. Pairing No. 1 includes the highest indicator of \$0.73 per square foot and pairing 3 has the lowest indicator of \$0.45 per square foot. All of the four pairings support an indicator that is lower than that of the fee simple sales for the difference.**

Final Reconciliation: **The data supports the appropriate indicator for the highest and best use of assemblage, the appropriate indicator should be toward the upper end of the range and is \$0.55 per square foot or a value indication of 39,283 x \$0.55/SF = \$21,606 = \$22,000 RD. This is considered to reflect the deed restriction and the impact on marketability of the subject.**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF **March 16** **2024** to be \$ **22,000**

Appraiser(s) **Bradley C. Page, MAI** Review Appraiser (If applicable) ☒ Did ☐ Did Not Physically Inspect Property

SALES COMPARISON ANALYSIS

File No. 11611-4

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO.		COMPARABLE NO.	
Address	Ricebird Ave/Regency Ct, Weeki Wachee, FL	Pairing 4 - Charlton Dr & Seneca/Celeste Av, Weeki Wachee					
Proximity to Subj.		1.8 Miles South					
Sales Price		\$ 46,000		\$		\$	
Price		\$46000		\$		\$	
Data Source	Public Records	Agent, MLS, Public Records					
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
Location	Corner	Nov 23 & Jan 24					
Site/View	Vacant & Residential	Corner & Interior					
Size	39,283 SF	Vacant & Residential					
		86,535 SF diff					
		& Price Difference					
		of \$46,000 or \$0.53					
		Per Square Foot					
Sales or Financing Concessions							
Net Adj. (Total)		Plus Minus \$		Plus Minus \$		Plus Minus \$	
Indicated Value of Subject		\$ 46,000		\$		\$	

Comments on Market Data:

COMPARABLE DATA

LARGE COMPARABLE PAIRING 1



Property Type:	Lot
Date of Sale:	February 13, 2024
OR Book/Page:	4392/641
Sale Price:	\$45,000
Upland SF:	43,500.00
Upland AC:	1.00
Price/Upland SF:	\$1.03
Price/Upland AC:	\$45,000

Location:	Southwest Corner of Nighthawk Road and Florida Wren Avenue, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	676744/Portion of Section 6, Township 21 South, Range 18 East
Grantor:	Denise V. Mayer
Grantee:	Kevin Underwood and Jenifer Underwood
Zoning/Future Land Use:	R-1C, Residential District
Terms:	Cash
Verification:	Toniann Clappetta, Tropic Shores Realty, Inc., MLS#W7855276, 352-585-2149, By: Bradley C. Page, MAI, March 2024
Highest & Best Use:	Residential development with one home
Property Description:	This is one platted lot with one legal parcel suited for one home. The street limerock. Well and septic are required. The property is wooded and at road grade. The property is in Flood Zone X.
Conditions of Sale:	Negotiated, arms-length
Comments:	The property was on the market 247 days prior to going under contract. The asking price was \$45,000 and sold at the asking price. There was no restriction on development of this lot.
Sale History 5 Years:	No arms-length transfers

SMALL COMPARABLE PAIRING NO. 1



Property Type:	Lot
Date of Sale:	February 15, 2024
OR Book/Page:	4394/407
Sale Price:	\$27,900
Upland SF:	20,000.00
Upland AC:	0.46
Price/Upland SF:	\$1.40
Price/Upland AC:	\$60,652

Location:	East side of Macassar Road, South of Yellow Tail Avenue Road, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	675488/Portions of Section 6, Township 21 South, Range 18 East
Grantor:	All American Acreage, Inc.
Grantee:	Reinaldo Valdes
Zoning/Land Use:	R-1C, Residential District
Terms:	Cash
Verification:	Daniel Castaneda, American Realty of PSL, LLC, MLS# OK223616, 727-200-5418, By: Bradley C. Page, MAI, March 2024
Highest & Best Use:	Development with a Single Family Home
Property Description:	This property fronts a limerock (Macassar) road. The property is wooded and level. Well and septic are required for development. The property is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale.
Comments:	This property was on the market only 29 days before being placed under contract. The asking and sales price were \$27,900.
Sale History 5 Years:	No arm's length transactions over the past five years



Large Comp No. 1



Small Comp No. 1

ANALYSIS OF PAIRING 1

ID	Large Comparable	Small Comparable	Difference
Sale Date	February 13, 2024	February 15, 2024	
Sale Price	\$45,000	\$27,900	\$17,100
Site SF	43,500	20,000	23,500
\$/SF	\$1.03	\$1.40	\$0.73

The difference in size is 23,500 square feet or larger than the “½” acre lots and smaller than the one acre lots in the area. The indicator for the small comparable is higher than the indicator for the large comparable, resulting in the indicator for the difference being lower than both indicators. The difference in price is \$17,100 and the indicator for the difference is \$0.73 per square foot. The pairing is a good example of the added value given by the market for the larger lot size.

LARGE COMPARABLE PAIRING 2



Property Type:	Lot
Date of Sale:	October 23, 2023
OR Book/Page:	2023068321
Sale Price:	\$45,000
Upland SF:	43,860.00
Upland AC:	1.07
Price/Upland SF:	\$1.03
Price/Upland AC:	\$42,056

Location:	South side of Yellow Hammer Road at Yellowstone Avenue, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	676245/Portion of Section 6, Township 21 South, Range 18 East
Grantor:	Seton Hengesbach, Curator of the Estate of Maria Pena-Negron Reyes
Grantee:	Angel Title & Carpet, LLC
Zoning/Land Use:	R1-C, Residential District
Terms:	All Cash
Verification:	Cathy Finelli, PA, Realty Executives America, Inc. MLS# W7857097, 352-585-1828, By: Bradley C. Page, MAI, December 2023
Highest & Best Use:	Single Family Home development.
Property Description:	This is a wooded parcel fronting on paved Yellow Hammer Road. The property is wooded with a gently rolling topography. The property abuts other acreage residential lots. Well and septic are required for development. The property is in Flood Zone X.
Conditions of Sale:	Negotiated arms-length
Comments:	The property had been listed for 36 days with an asking price os \$48,900.
Sale History 5 Years:	No arms-length transfers

SMALL COMPARABLE PAIRING NO. 2



Property Type:	Lot
Date of Sale:	October 17, 2023
OR Book/Page:	2023069253
Sale Price:	\$29,000
Upland SF:	21,613.00
Upland AC:	0.50
Price/Upland SF:	\$1.34
Price/Upland AC:	\$58,000

Location:	East side of Maberly Road, North on Yellow Hammer Road, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	675237/Portions of Section 6, Township 21 South, Range 18 East
Grantor:	Yvonne Rosenberg
Grantee:	Michelle Hewitt and Shawn Hewitt
Zoning/Land Use:	R1-C, Residential District
Terms:	All Cash
Verification:	John DiPalo, Weichert Realtors Florida Tropics, MLS# W7858024, 352-688-7997, By: Bradley C. Page, MAI, December 2023
Highest & Best Use:	Development with a Single Family Home
Property Description:	This property is an interior lot on the east side of paved Maberly Road. The lot is wooded and at grade with the road. Well and septic are required for development. The lot is in Flood Zone X.
Conditions of Sale:	Negotiated, arms-length
Comments:	The lot was listed for \$29,900 for 7 days prior to being placed under contract.
Sale History 5 Years:	No arm's length transactions over the past five years



Large Comparable No. 2



Small Comparable No. 2

ANALYSIS OF PAIRING 2

ID	Large Comparable	Small Comparable	Difference
Sale Date	October 23, 2023	October 17, 2023	
Sale Price	\$45,000	\$29,000	\$16,000
Site SF	43,860	21,613	22,247
\$/SF	\$1.03	\$1.34	\$0.72

This pairing includes a 1.07 acre lot and a one half acre lot. Both lots front paved roads and sold within a few days of each other. The difference in size is 22,247 SF or 0.51 AC. The indicator for the difference is well below the indicator for both of the comparables and is the highest indicators for the pairings. The difference in price is \$16,000. The indicator for the difference is \$0.72 per square foot.

LARGE COMPARABLE PAIRING 3



Property Type:	Lot
Date of Sale:	August 8, 2023
OR Book/Page:	4330/1684
Sale Price:	\$27,000
Upland SF:	43,500.00
Upland AC:	1.00
Price/Upland SF:	\$0.62
Price/Upland AC:	\$27,000

Location:	West side of Nimick Road North of Wood Owl Avenue, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	63335/Portions of Section 7, Township 21 South, Range 18 East
Grantor:	Armando M. Escoto and Vivian Alfonso Escoto
Grantee:	Beatriz Torres and Jorge Perez
Zoning/Land Use:	R-1C, Residential District
Terms:	Cash to Seller
Verification:	Donna Warwick, Tropic Shores Realty, LLC, MLS# W7849286, 352-279-1986, By: Bradley C. Page, MAI, August 2023
Highest & Best Use:	Development with a Single Family Home
Property Description:	This parcel is a wooded and at road grade. The property is rectangular in shape and abuts similar residential lots. Well and septic are required for development. The property is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale
Comments:	The property was listed for \$39,000, sold at 69% of the asking price after 301 days on the market before going under contract
Sale History 5 Years:	No previous sales in the past five years.

SMALL COMPARABLE PAIRING NO. 3



Property Type:	Lot
Date of Sale:	June 15, 2023
OR Book/Page:	4314/32
Sale Price:	\$18,000
Upland SF:	23,280.00
Upland AC:	0.53
Price/Upland SF:	\$0.77
Price/Upland AC:	\$33,962

Location:	South Side of Kelso Street West of Kids Road, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	73244/Portions of Section 18, Township 21 South, Range 18 East
Grantor:	Cheryl Jude, individually and as trustee
Grantee:	Joao Antonio Rodrigues Da Silva Gomes and Nycole Costa Santos
Zoning/Land Use:	R-1A, Residential Agriculture District
Terms:	Cash to Seller
Verification:	John DiPalo, Weichert Realtors FL Tropics, MLS# W7851499, 352-688-7997, By: Bradley C. Page, MAI, August 2023
Highest & Best Use:	Development with a Single Family Home
Property Description:	This property included a wooded lot, at grade with dirt road frontage. This lot abuts other single family lots. Well and septic are required. The lot is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale
Comments:	The property had been listed for \$20,000 for 141 days prior to being placed under contract. The property sold at 90% of the asking price.
Sale History 5 Years:	No arm's length transactions over the past five years



Large Lot Pairing 3



Small Lot Pairing 3

ANALYSIS OF PAIRING 3

ID	Large Comparable	Small Comparable	Difference
Sale Date	August 8, 2023	June 15, 2023	
Sale Price	\$27,000	\$18,000	\$9,000
Site SF	43,500	23,280	20,220
\$/SF	\$0.62	\$0.77	\$0.45

For this pairing, the larger comparable is an interior lot on a limerock road, and the smaller comparable is an interior lot on a dirt road. The difference is 20,220 square feet. The price difference is \$9,000. For this pairing, the indicators for the smaller and larger comparables are higher than the indicator for the difference. The indicator for the difference is \$0.45 per square foot.

LARGE COMPARABLE PAIRING 4



Property Type:	Lot
Date of Sale:	January 16, 2024
OR Book/Page:	4383/1130
Sale Price:	\$110,000
Upland SF:	187,308.00
Upland AC:	4.30
Price/Upland SF:	\$0.59
Price/Upland AC:	\$25,581

Location:	North Side of Charlton Drive West of English Sparrow Road, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	1353751/Portions of Section 28, Township 21 South, Range 18 East
Grantor:	Richard E. Earle and Beverly J. Earle
Grantee:	Paul Leroy Weider
Zoning/Land Use:	R-1A, Residential District
Terms:	Cash
Verification:	Leslie Tomlinson, PA, Dennis Realty/Investments Corp, 352-232-6901, MLS #W7858649, By: Bradley C. Page, MAI, March 2024
Highest & Best Use:	Development with a Single Family Home
Property Description:	This parcel is an acreage parcel that is wooded and includes frontage along the small power line easement that traverses the area. Charlton Drive is a dirt and limerock road. The property has rolling topography. Well and septic are required for development. The property is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale
Comments:	The property was listed for \$200,000 and was on the market 76 days before going under contract substantially lower than the asking price at \$110,000.
Sale History 5 Years:	No previous sales in the past five years.

SMALL COMPARABLE PAIRING NO. 4



Property Type:	Lot
Date of Sale:	November 11, 2023
OR Book/Page:	4362/1740
Sale Price:	\$64,000
Upland SF:	100,773.00
Upland AC:	2.31
Price/Upland SF:	\$0.64
Price/Upland AC:	\$27,706

Location:	Northwest Corner of Seneca Road and Celeste Avenue, Weeki Wachee, Hernando County, Florida
Tax Id No./Brief Legal:	73583/Portions of Section 21, Township 21 South, Range 18 East
Grantor:	Stephanie Lynn Lyons and Peter Michael Lyons
Grantee:	Todd Becker and Raksateppy Becker
Zoning/Land Use:	R-1C, Residential District
Terms:	Cash to Seller
Verification:	Penny Perry, RE/MAX Champions, MLS# W7852520, 727-243-1380, By: Bradley C. Page, MAI, March 2024
Highest & Best Use:	Development with a Single Family Home
Property Description:	This property included a wooded, corner lot on two dirt and limerock roads. The topography is gently rolling. Well and septic are required for development. The lot is in Flood Zone X.
Conditions of Sale:	Negotiated arm's length sale
Comments:	The property sold at 92% of the asking price and went under contract in 233 days. The asking price was \$69,900 having been lowered twice from \$84,900 to \$78,800.
Sale History 5 Years:	No arm's length transactions over the past five years



Large Comp No. 4



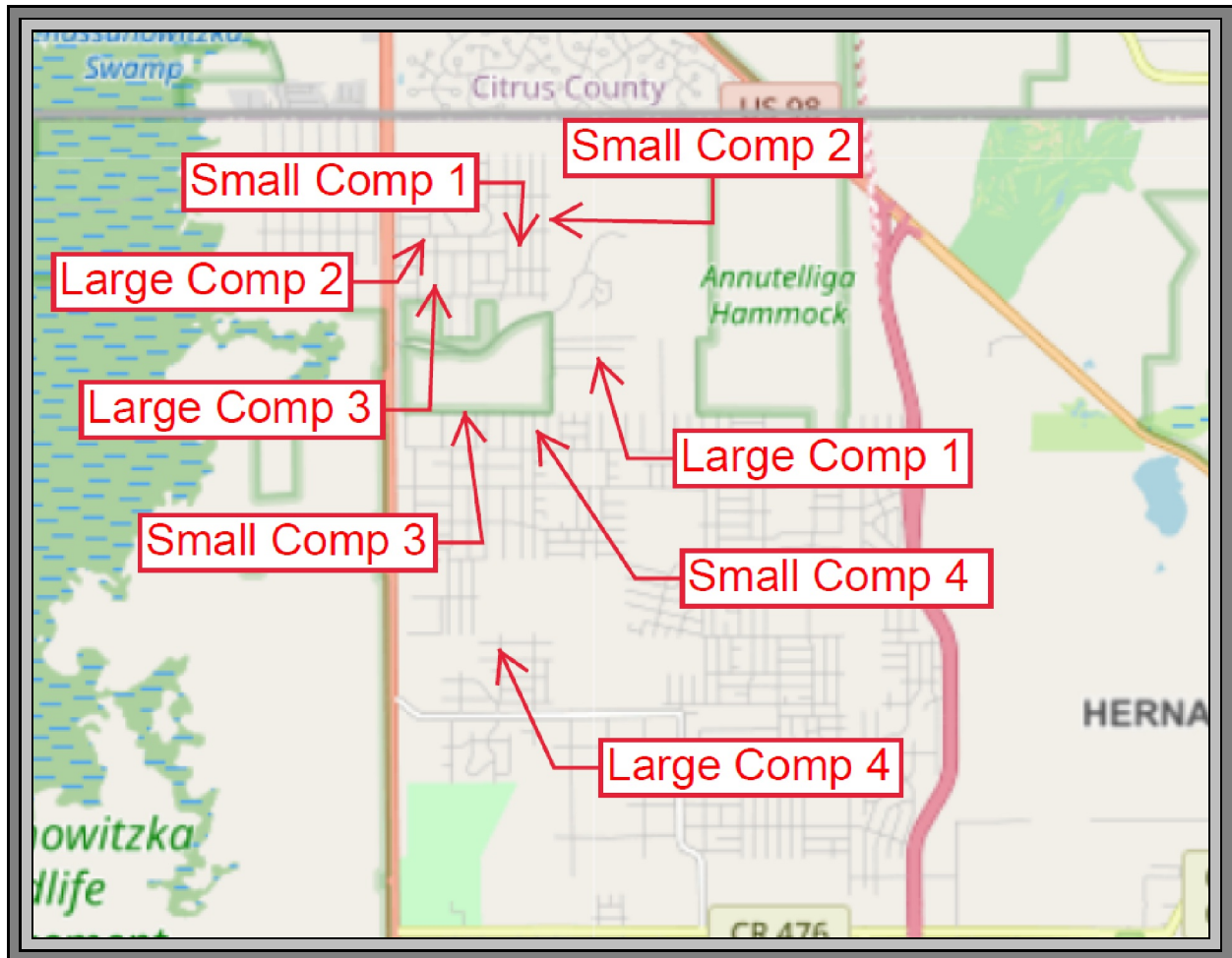
Small Comp No. 4

ANALYSIS OF PAIRING 4

ID	Large Comparable	Small Comparable	Difference
Sale Date	January 16, 2024	November 11, 2023	
Sale Price	\$110,000	\$64,000	\$46,000
Site SF	187,308	100,773	86,535
\$/SF	\$0.59	\$0.64	\$0.53

Both the large and small comparable for Pairing 4 front dirt/limerock roads. The small lot is a corner location while the large lot is an interior location fronting a small power line easement. The small comparable has a higher indicator than the large comparable. The size difference is 86,535 square feet or larger than most platted lots in the area. The indicator for the difference is \$0.53 per square foot and is lower than the indicators for the large and small comparables.

Following is the comparable location map.



The sales used in this analysis are considered to be the most comparable and reflective sales available for comparison to the subject. The unit of comparison used in this analysis is the price per square foot. Specifically, the pairing of sales is considered to determine the appropriate allocation to the larger size created by the highest and best use of the subject lot for expansion of a holding without the ability to add a new dwelling unit due to the restriction imposed on the subject lot.

ELEMENTS OF COMPARISON

Property Rights - The comparables are all fee simple sales while the subject lot will include a deed restriction. The pairing of comparables to determine the allocation to the additional area for larger lots is considered to account for this restriction. Therefore, no adjustments are applied.

Financing - The sales are all cash to seller. No adjustments are required.

Condition of Sale - The comparables all represented arm's length transactions and, therefore, no adjustments were required.

Date of Sale - The comparables range from June 2023 to February 15, 2024. The comparables are considered to reflect current pricing levels. It should be noted, additional sales were considered for pairing. The market for lots is changing, yet the additional potential pairings support both higher and lower indicators than those reported herein. The market has softened for lots with marketing times for lots priced higher being longer while lots marketed at pricing in line with their sale prices continuing to remain shorter. There are lots priced to sale with shorter times as well.

FINAL RECONCILIATION

Pairing 1 included pairing a larger lot on a limerock road with a smaller lot on a limerock road. The difference in pricing and size supports an indicator of \$0.73 per square foot for Pairing 1. The indicator for the difference is lower than the indicator for both the small and large lot. Pairing 2 includes the highest indicator of \$0.72 per square foot.

Pairing 3 includes a difference in size and price of 20,220 square feet and \$9,000. The indicator for the smaller comparable is higher than that of the larger comparable in the pairing. The larger comparable has an interior location on a limerock road with the smaller comparable being an interior lot fronting a dirt road. The indicator for the pairing is \$0.45 per square foot. Pairing No. 4 includes a larger acreage lot and smaller acreage lot on dirt/limerock roads. The small lot is a corner location while the large lot is an interior lot. The indicator for the difference is \$0.53 per square foot or lower than the indicator for both the large and small comparables in the pairing.

The overall indicators range from \$0.45 to \$0.73 per square foot. All four pairings have indicators for the difference that are below the indicators for the comparables. Basically equal weight is given to each of the pairings. The fact the indicators for the difference are all lower than the indicators for the comparable lot sales is supportive of the indicator for the subject under its highest and best use. Based on the data, the appropriate indicator is \$0.55 per square foot. The Market Value as of March 16, 2024 is as follows:

Site Size (SF)		Indicator \$/Upland SF		Market Value
39,283	x	\$0.55	=	\$21,606
			(RD)	\$22,000

A D D E N D A

PURCHASE ORDER

PURCHASE ORDER



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

VENDOR CONTACT: Bradley Page, President
813-333-5817
VENDOR: PAGE REALTY ADVISORS, INC.
16057 Tampa Palms Blvd., #355
Tampa FL 33647

PURCHASE ORDER NUMBER:
24PO0000260

Modification Number:

ORDER TOTAL: \$5,400.00

ORDER DATE: 03/10/24

EXPIRATION DATE: 5/31/24

SHIP To: Real Estate Services
Amy Foxson
2379 Broad Street
Building 6
Brooksville, FL 34604-6899

BILL To: Accounts Payable
P.O. Box 15436
Brooksville, Florida 34604-5436
Or Email to: invoices@watermatters.org

PROCUREMENT

CONTACT: Melodie Miler
352-231-8404, ext.

DEPT. CONTACT: Allison Mayer
352-448-6003, ext.

FOB: FOB Dest, Freight Allowed

Delivery Hours: Monday through Friday 9:00 a.m.-12:00 p.m./12:30 p.m.-3:30 p.m.

Shipping Instructions: The Purchase Order number must appear on all packages, packing lists, invoices, and correspondence.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Line Total
1	0.00		\$0.00	\$5,400.00	\$5,400.00

RFQ Title: Annutteliga Hammock Surplus Project - AH-2 Appraisal reports for SWF Parcel Nos. 15-228-1448S; 15-228-1629S; 15-228-1663S; 15-228-1664S; 15-228-1665S; 15-228-2109S signed and dated February 16, 2024.

Individual appraisals on six (6) parcels of District land in Hernando County. Each SWF number is considered a parcel whether comprised of a single lot or multiple lots.

The Appraisal reports may be on a standard form report with any Addenda you believe necessary. Each report must include individual write-ups of each sale utilized. Each report is expected to comply with District Minimum Appraisal Standards and with the Uniform Standards of Professional Appraisal Practice (USPAP). The final report will be submitted in a pdf file format.

The cover of the reports shall be labeled with at least:

1. Vendors/Appraiser's Name
2. Surplus Parcel/Project Identification: AH2
3. District Parcel Number 15-228-XXXXS
4. Date of Report
5. District Purchase Order Number

You are to provide your opinion of the current market value, as of the date of the appraisal, of each parcel in fee simple subject only to a deed restriction that, "No septic tank or other device for the sanitary disposal of waste shall be installed on the property conveyed hereby." You may make an inspection of all the lots at any time after receipt of this purchase order. The appraisal may include as an Extraordinary Assumption that "the condition of the parcel is the same on the date of appraisal as on the date of inspection."

BILLING INSTRUCTIONS

1. STATE SALES TAX EXEMPTION NO. 85-8013700387C-6
2. All vendors are encouraged to authorize the District to send payments electronically. To request payments via ACH, please send the request via email to VendorRegistration@WaterMatters.org.

VENDOR ACKNOWLEDGMENT AND INSTRUCTIONS

The Vendor acknowledges that terms and conditions have been read and agreed upon per this Purchase Order, including those printed on the attached Terms and Conditions page. BY ACCEPTANCE OF THIS PURCHASE ORDER YOU GUARANTEE THAT AS A VENDOR SERVING THE DISTRICT, YOU WILL PERFORM YOUR OBLIGATIONS UNDER THIS PURCHASE ORDER IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA).

Authorized Signature

Georgina D. Hudson

Page Number: 1 of 4
Date Printed: March 11, 2024

PURCHASE ORDER



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

VENDOR CONTACT: Bradley Page, President
813-333-5817
VENDOR: PAGE REALTY ADVISORS, INC.
16057 Tampa Palms Blvd., #355
Tampa FL 33647

PURCHASE ORDER NUMBER:

24PO0000260

Modification Number:

ORDER TOTAL: \$5,400.00

ORDER DATE: 03/10/24

EXPIRATION DATE: 5/31/24

SHIP To: Real Estate Services
Amy Foxson
2379 Broad Street
Building 6
Brooksville, FL 34604-6899

BILL To: Accounts Payable
P.O. Box 15436
Brooksville, Florida 34604-5436
Or Email to: invoices@watermatters.org

PROCUREMENT

CONTACT: Melodie Miler
352-231-8404, ext.

DEPT. CONTACT: Allison Mayer
352-448-6003, ext.

FOB: FOB Dest, Freight Allowed

Delivery Hours: Monday through Friday 9:00 a.m.-12:00 p.m./12:30 p.m.-3:30 p.m.

Shipping Instructions: The Purchase Order number must appear on all packages, packing lists, invoices, and correspondence.

The appraisals are being sought to comply with F.S. 373.089 sale or exchange of lands, or interests or rights in lands (as effective July 1, 2018). This section requires that an appraisal be "obtained within 360 days before the effective date of a contract for sale." Only one appraisal is being sought for each parcel.

The appraisals will be delivered within 30 days of the date of this purchase order.

The parcels to be appraised are listed below:

SWF #15-228-1448S Hernando Key #684619
SWF #15-228-1629S Hernando Key #779606
SWF #15-228-1663S Hernando Key #783281
SWF #15-228-1664S Hernando Key #783245
SWF #15-228-1665S Hernando Key #783263
SWF #15-228-2109S Hernando Key #684254

- Restricted Lot Appraisal: 6 @ \$900.00 = \$5,400.00

Work and deliverables must be performed as stated above and in compliance with the attached Minimum Appraisal Requirements.

Questions and/or coordination of purchase order please contact Allison Mayer, Real Estate Specialist at 352-448-6003.

This purchase order is in accordance with the Southwest Florida Water Management District PO Terms and Conditions, and Addendum to PO Terms and Conditions.

PO Total: \$5,400.00

BILLING INSTRUCTIONS

1. STATE SALES TAX EXEMPTION NO. 85-8013700387C-6
2. All vendors are encouraged to authorize the District to send payments electronically. To request payments via ACH, please send the request via email to VendorRegistration@WaterMatters.org.

VENDOR ACKNOWLEDGMENT AND INSTRUCTIONS

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Authorized Signature

Georgina D. Hudson

Page Number: 2 of 4
Date Printed: March 11, 2024

PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months, and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.
9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.
13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.
15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create, any relationship between the District and any subcontractor of Contractor.
19. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least three (3) years following completion of the services and final payment by the District. The Contractor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
21. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ALTERNATIVE TERMS AND CONDITIONS

If Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:

22. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, F.S. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

If Contractor is a design professional under 725.08, F.S., the following provision shall replace paragraph 4 of this Purchase Order:

23. Contractor's liability is limited as provided in this Section 23. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.

**ADDENDUM TO PURCHASE ORDER
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

This Addendum is hereby incorporated into and made a part of this Purchase Order.

1. Paragraph 1 of the Purchase Order Terms and Conditions is hereby replaced with the following:

PROJECT RECORDS AND DOCUMENTS

1.1 The VENDOR/CONTRACTOR, upon request, shall permit the DISTRICT to examine or audit all SERVICES related records and documents during or following completion of the SERVICES at no cost to the DISTRICT. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the 2D PARTY shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the VENDOR/CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The VENDOR/CONTRACTOR shall maintain all such records and documents for at least five (5) years following completion of the SERVICES. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The 2D PARTY and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

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

1.3 IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482, by email at RecordsCustodian@Watermatters.org, or at their following mailing address:

Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

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

1.4 This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

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QUALIFICATIONS

Bradley C. Page, MAI

EDUCATION:

Graduate of University of West Florida, Pensacola, Florida
Bachelor of Science Degree

PROFESSIONAL AFFILIATIONS:

- MAI - Member of Appraisal Institute, Member Number 10,521
- State-Certified General Appraiser, State of Florida RZ 0001535
- Associate Instructor for the Appraisal Institute
- Broker's License, State of Florida BK 0541288
- Charter Member of the New Tampa Rotary Club

EXPERT WITNESS TESTIMONY

- Hillsborough County Court
- Pasco County Court
- Sarasota County Court
- Federal Bankruptcy Court
- Federal Tax Court

PROFESSIONAL EDUCATION:

College Courses

- Real Estate Law
- Real Estate Investment Analysis
- Real Estate Marketing

Courses completed under the direction of the Appraisal Institute:

- Real Estate Principles, 1A1
- Standards of Professional Appraisal Practice - Part A
- Standards of Professional Appraisal Practice - Part B
- Basic Valuation Procedures, 1A2
- Capitalization & Theory Techniques Part A
- Capitalization & Theory Techniques Part B
- Case Studies in Real Estate Valuation, 2-1
- Report Writing and Valuation Analysis, 2-2
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics

Seminars

- Maximizing the "Value" of an Appraisal Practice
- The Comprehensive Appraisal Workshop
- Fair Lending and The Appraiser
- The Internet and Appraising
- Tree Trunk Formula
- USPAP/Core Law Update for Appraisers
- Data Confirmation &
- Appraisal Consultation
- Real Estate Investment Analysis

- Real Estate Brokerage/Management
- Condemnation Appraising - Basic Principles & Applications
- Condemnation Appraising - Advanced Topics & Applications
- PLAM Seminars sponsored by FDEP
- Attacking & Defending an Appraisal in Litigation
- Conservation Easements
- GIS Mapping and Valuation Tools
- Instructor Leadership & Development Conference

PROFESSIONAL EXPERIENCE:

Currently, President of Valuation Advisors
 Senior Appraiser with Trigg, Catlett & Associates, Tampa, Florida
 Researcher with M. Eugene Presley, MAI & Associates, Inc., Pensacola Florida

TYPE OF APPRAISALS:

Less Than Fee Appraisals, Conservation Easements, Remainder Interests, Appraisals for Litigation Issues including Eminent Domain, Title Issues, Bankruptcy, Partnership disputes, Appraisals for Estate Planning and IRS disputes to include minority interest analysis, Appraisal of Spring Influenced and Watershed Protection Properties, Appraisal of Mines and Properties with Mineral Reserves, Apartment Complexes, Hotels/Resorts, Acreage Tracts Including Ranches and Development Properties, Industrial Buildings, Commercial Buildings, Day Cares, Warehouses, Large Manufacturing Facilities, Leased Fee Interests, Leasehold Interest, Vacant Land, Office Buildings, Condominiums, Private Schools, Stand Alone Retail Buildings, Shopping Centers, Cold Storage Facilities, Subdivision Developments Including the Analysis of a Community Development District Interest, Restaurants, Residential Properties, and Appraisal Reviews

CONSULTATIONS:

Analysis of Internal Rate of Return for Investments, Highest and Best Use Studies, and Specialized Market Studies to Include Market Surveys, as well as Analysis of Value Impacting Issues Ranging from Special Investor Criteria to Impacts of External Factors on Existing Properties

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**June 25, 2024****Discussion: Action Item: Offer for Surplus Lands - Lake Hancock (MHR-1), SWF Parcel No. 20-503-262S***Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase included as Exhibit 1 for the surplus parcel identified as MHR-1. The District received an offer to purchase the MHR-1 parcel from Robert O. Kincart for \$2,262,000. The offer reflects a price of approximately \$117,690 per acre for approximately 19.22 acres. Location and site maps are attached as Exhibits 2 and 3, respectively.

Background

The Lake Hancock projects are necessary to help achieve the minimum low flow established for the Upper Peace River; provide aquifer recharge; restore historic levels of Lake Hancock; enhance the floodplain and wetlands around Lake Hancock and reduce nitrogen loading, thereby improving water quality in the Peace River and Charlotte Harbor watershed. The Marshall Hampton Reserve (MHR) property was acquired through litigation as part of these projects.

The District acquired MHR in April 2006 with funds from the Florida Forever Trust Fund through a settlement agreement in lieu of condemnation. The MHR acquisition consisted of approximately 1,167 acres and was acquired for the Lake Hancock projects that were subsequently constructed and implemented by the District. The MHR property is managed by Polk County Parks and Natural Resources Division (Polk County) through a management agreement with the District.

In September 2021, the District approved an offer from the Florida Department of Transportation (FDOT) to purchase a 69-acre portion of the MHR property in lieu of eminent domain, for the right-of-way and stormwater retention for the construction of a road extension that connects the Polk Parkway to State Road 60.

The right of way alignment necessary for the extension of the Polk Parkway bisected MHR creating two remainder parcels, one of which is the existing park, managed by Polk County and located west of the Polk Parkway. The other is to the east end of Polk Parkway and is severed from the rest of the MHR property. This severed remainder parcel (MHR-1) consists of 19.22 acres and is located at the southeast corner of the intersection of Winter Lake and Thornhill Roads. As a result of the sale to FDOT, the MHR-1 parcel was declared surplus as it no longer had any physical connection to the remaining MHR property and was no longer needed for District or conservation purposes.

Appraisal and Price

The MHR-1 parcel was appraised on December 18, 2023, for \$1,885,000 by BBG Real Estate Services, Kyle Catlett, MAI. A review of the BBG Real Estate Services appraisal was done by Stephen J. Albright, Jr., MAI of Albright & Associates of Ocala, Inc. who determined that the final report is acceptable as submitted and was completed substantially in conformance with Uniform Standards of Professional Appraisal Practices and District requirements. Market conditions affecting the value of the property were independently considered. The highest and best use for the property, as determined by the appraisal, is for commercial development. A sales summary and adjustment grid from the appraisal is attached as Exhibit 4. The full appraisal is available upon request. The property value details are summarized below:

	Total	Per Acre
Offer Amount	\$2,262,000	\$117,690
Appraised Value	\$1,885,000	\$98,075
Listing Price	\$2,262,000	\$117,690

The District's title to the property includes the subsurface rights. Upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes the District may release its interest in all phosphate, minerals, metals, and petroleum that may be in, on or under the property. The current offer being presented to the Governing Board is also above the appraised value and if accepted will be accompanied by a five percent (5%) good faith deposit. The contract details are summarized below:

Sale Terms

- The District will deliver title to the buyer by Quit Claim Deed.
- The Buyer will make a deposit of five percent (5%) of the contract price or \$113,100.
- Closing will occur within 105 days.
- The buyer will pay the real estate commission of \$123,100 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

Benefits/Costs

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

Staff Recommendation:

- Accept the offer of \$2,262,000;
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on the behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Approved by Attorney: _____

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase (Contract) is made this 23rd day of May, 2024, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 (District), and Robert O. Kincart, and/or assigns, having an address of 1419 Oaklawn Place, Lakeland, Florida 33803, (Buyer), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell, and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (Property).
2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer will be binding for sixty (60) days after such execution by Buyer. If this Contract is not executed by the District on or before sixty (60) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.
3. **EFFECTIVE DATE:** The effective date of this Contract will be the date of execution by the District.
4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement will terminate.
5. **PURCHASE PRICE:** The total purchase price for the Property will be Two Million Two Hundred Sixty Two Thousand U.S. dollars (\$ 2,262,000), which will be paid in the following manner:
 - a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer will deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes (F.S.), made payable to the closing agent designated by the District, as earnest money (Deposit). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District will return the Deposit to Buyer.
 - b. **Balance:** The balance of the purchase price will be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.
6. **CLOSING, EXPENSE AND POSSESSION:** This Contract will be closed on or before either (i) the date that is fifteen (15) days following the expiration of the Due Diligence Period; or (ii) if Buyer provides notice that the property is not acceptable pursuant to Section 9(b) below, then in no event later than the date that is fifteen (15) days following the earlier of the expiration of the Cure Period or the date Seller resolves such matters which cause

the property to be unacceptable, unless this Contract is terminated pursuant to Paragraphs 2, 4, 9, 13, or 14. The following are additional details of closing:

- a. **Time and Place**: The date, time and place of closing will be set by the District.
- b. **Conveyance**: At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.
- c. **Expenses**: Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Meridian Title Company Inc., having an address of 37837 Meridian Ave., Suite 100, Dade City, FL 33525, as the escrow agent for closing. The Buyer will pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.
- d. Buyer will also be responsible for paying SAUNDERS RALSTON DANTZLER Real Estate in the amount of One Hundred Twenty Three Thousand One Hundred U.S. dollars (\$ 123,100.00), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

Commission Schedule: Maximum Compensation Rate			
Purchase Price for the Property			Maximum Rate
The first	\$ 0	- \$ 1,000,000	6.0%
The next	\$ 1,000,001	- \$ 5,000,000	5.0%
The next	\$ 5,000,000 and over		4.0%

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES**: Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.
8. **CONDITION OF THE PROPERTY**: Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.
9. **DUE DILIGENCE PERIOD**: Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within ninety (90) days from the effective date of this Contract (Due Diligence Period).

- a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys, inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition.
- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District will have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies ("Cure Period"). If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, Florida Statutes**, and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found.
- c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

10. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 9 and subject to the same notices and waivers. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

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

12. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

13. **RISK OF LOSS:** If substantial damage to the Property (more than \$5,000) occurs between the date of this Contract and the date of closing, the District will have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer will complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property, Buyer's sole remedy will be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. If damage to the Property is \$5,000 or less, the parties will proceed to closing as though no damage had occurred.

14. **DEFAULT:** If Buyer fails to close within ninety (95) days from the effective date referenced in Paragraph 3, the District will retain the Deposit, this Contract will terminate, and the District and Buyer will be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within ninety (95) days from the effective date referenced in Paragraph 3, the District will return the Deposit to Buyer, this Contract will terminate, and Buyer and the District will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

15. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 9, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

16. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. As to the Buyer, notices shall also be sent to

Notice is effective upon receipt.

17. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract will be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

18. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.

19. **ASSIGNMENT:** This Contract may not be assigned by Buyer without the prior written consent of the District (except Buyer shall have an unconditional right of assignment to an entity in which Buyer has an ownership stake).

20. **TIME OF ESSENCE**: Time is of the essence in the performance of this Contract.
21. **AMENDMENTS**: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property will be revised by or at the direction of the District and will be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property will not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description will constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.
22. **SURVIVAL**: Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.
23. **COUNTERPARTS AND AUTHORITY TO SIGN**: The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
24. **MINERAL RIGHTS**: The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.
25. **DOCUMENTS**: The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement.

Exhibit "A"
Exhibit "B"

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

DISTRICT:

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

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

By: Robert O. Kincart

Name: Robert O. Kincart

Date: May 23rd, 2024

Legal Description Parcel 20-503-262S (Hampton)

A portion of the Southwest Florida Water Management Districts lands as described in Official Records Book 7622, Page 858 of the Public Records of Polk County, Florida, lying South and East of Florida Department of Transportation limited access parcels 102A and 102E and the South right of way of Winter Lake Road (State Road 540) and lying West of Thornhill Road, all lying and being in the Northwest 1/4 of Section 33, Township 28 South, Range 25 East Polk County, Florida, and being further described as follows:

Commence at the Northwest corner of Section 33, Township 28 South, Range 25 East, Polk County, Florida, thence run along the West line of said Section 33, South 00°03'16" East (Being the basis of bearings for this description), a distance of 455.93 feet;

thence North 89°56'44" East, a distance to 2.71 feet to a point on the Easterly boundary of the Florida Department of Transportation (FDOT) Parcel 102A, same also being the POINT OF BEGINNING;

thence run along the Easterly boundary of said Parcel 102A the following two (2) courses:

1) 318.75 feet along the arc of a Curve to the Left, said curve having a radius of 11,579.23 feet, a central angle of 01°34'38" and a chord bearing and distance of North 87°15'07" East, 318.74 feet;

2) North 86°27'48" East, a distance of 301.82 feet to the Southwest corner of FDOT Parcel Number 102E; thence along the south boundary of said FDOT Parcel 102E the following two (2) courses:

1) North 86°27'48" East, for a distance of 350.00 feet;

2) North 03°32'12" West, a distance of 20.00 feet, to the southerly right-of-way of Winter Lake Road (State Road 540);

thence along said southerly right-of-way North 86°27'48" East, a distance of 320.42 feet to an intersection with the Westerly right-of-way of Thornhill Road as recorded in Official Records Book 4738 Pg. 1435 of the Public Records of Polk County, Florida;

thence along the Westerly right-of-way of said Thornhill Road as recorded in said Official Records Book 4738, Pg. 1435 the following three (3) courses:

1) South 01°41'57" East, a distance of 343.04 feet to the beginning of a curve to the Left;

2) 266.04 feet along the arc of said curve having a radius of 1,052.60 feet, a central angle of 14°28'52" and a chord bearing and distance of South 08°56'25" East, 265.33 feet;

3) North 73°49'21" East, a distance of 17.98 feet to the intersection with the Westerly maintained right-of-way of Thornhill Road per Map Book 2, Pages 266 – 272; thence along said Westerly maintained right-of-way the following eight (8) courses:

1) South 11°57'39" East, a distance of 15.83 feet;

2) South 17°28'17" East, a distance of 104.86 feet;

3) South 27°39'56" East, a distance of 62.30 feet;

4) South 26°05'13" East, a distance of 106.63 feet;

5) South 35°38'00" East, a distance of 101.79 feet;

6) South 42°02'43" East, a distance of 100.29 feet;

7) South 45°25'03" East, a distance of 100.01 feet;

8) South 46°09'44" East, a distance of 49.25 feet to an intersection with the Easterly boundary of said Parcel No. 102A;

thence along said Easterly boundary of said Parcel No. 102A the following three (3) courses:

1) South 42°42'40" West, a distance 215.88 feet;

2) North 52°41'28" West, a distance of 1,953.24 feet;

3) North 00°01'55" West, a distance of 7.47 feet to the POINT OF BEGINNING.

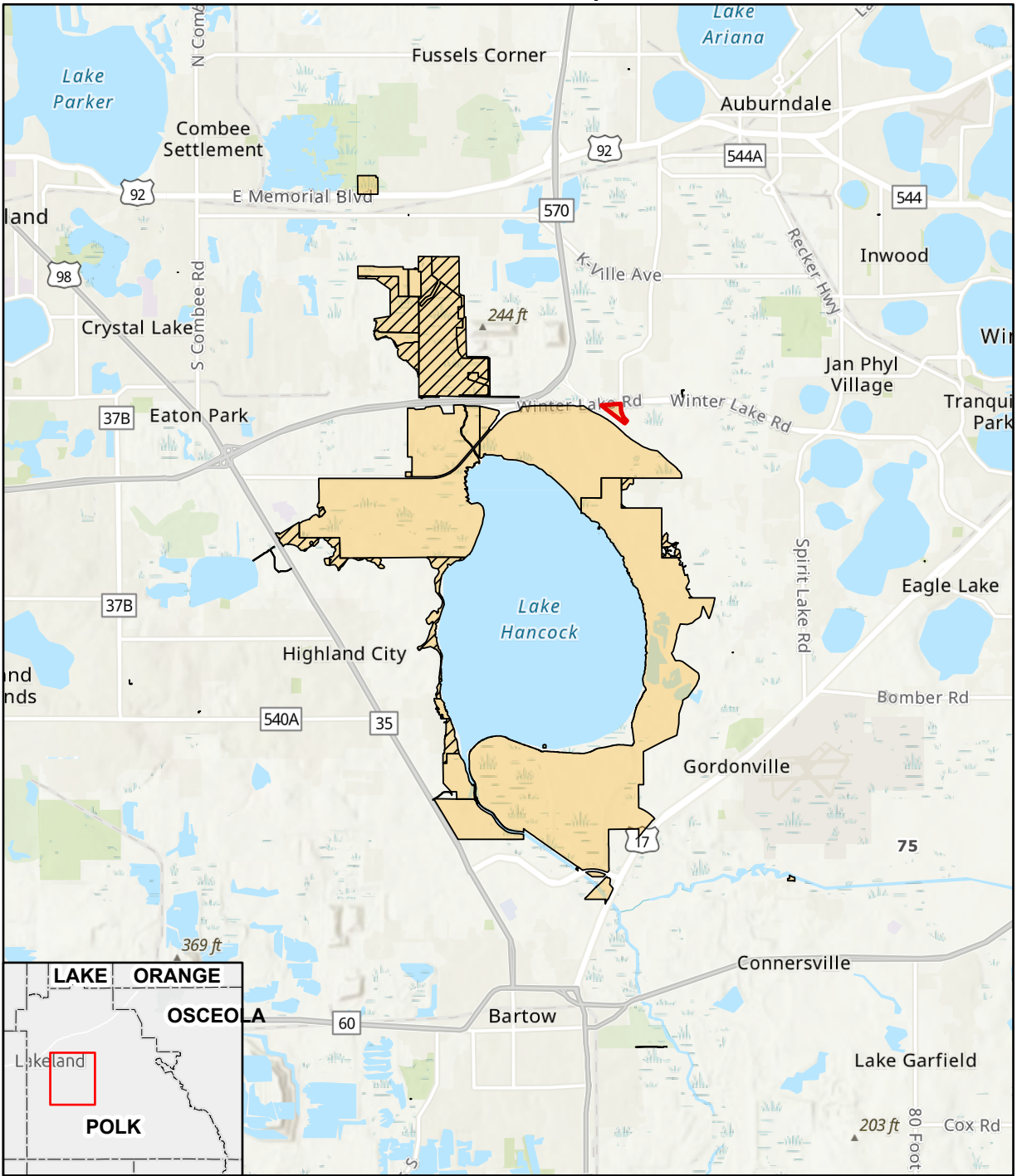
Exhibit "B"
Southwest Florida Water
Management District Requirements
for Surplus Boundary Surveys

- ☐ All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- ☐ The survey will be certified to the Southwest Florida Water Management District
- ☐ The following certification will appear on the survey map:

THIS _____ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
- ☐ Title Commitment exceptions must be addressed on the survey.
- ☐ When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- ☐ When the question or establishment of mean high water, safe upland elevation or ordinary high-water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf)
- ☐ All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.
- ☐ The legal description of the parcel being surveyed will be shown on the map of survey.

Remainder of this page intentionally left blank.

Exhibit 2
Lake Hancock - Marshall Hampton Reserve
SWF Parcel No. 20-503-262S, Surplus ID MHR-1
Location Map



Esri, NASA, NGA, USGS, University of South Florida, COL, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, University of South Florida, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS

- SWF Parcel 20-503-262S
- District Owned Lands Fee Simple
- District Owned Land Easements

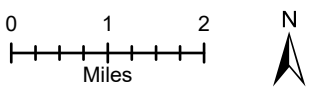
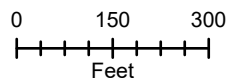


Exhibit 3
Lake Hancock - Marshall Hampton Reserve
SWF Parcel No. 20-503-262S, Surplus ID MHR-1
Site Map



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

- SWF Parcel 20-503-262S
- District Owned Lands Fee Simple



COMPARABLE LAND SALES SUMMARY

SUMMARY OF LAND SALES											
Comp No.	Property / Location	Date of Sale / Status	Site Size (Gross Acres)	Zoning	Property Use	Flood Zone	Road Frontage	Topography	Easements	Sale Price	Price per SF (Gross)
1	Future Culvers Site, Lakeland Highlands 6400 South Florida Ave Lakeland Highlands, FL	Oct-22 Closed	11.53	PUD 71-4, Planned Unit Development	Residential	Zone AE	Along S Florida Ave and W Christina	Generally level	None detrimental known	\$875,000	\$1.74
2	Sale Carillon Boulevard Lakeland, FL	Feb-22 Closed	10.45	IAC,	Residential	Zone X (Shaded)	Corner Location	Generally level with a freshwater marsh in the northern portion	None detrimental known	\$1,100,000	\$2.42
3	Highway 98 North Commercial Site 1304 Lanier Road Lakeland, FL	Dec-21 Closed	8.98	LCC, Linear Commercial Corridor	Commercial	Zone X (Unshaded)	US HWY 98	Generally level and covered in veg.	None detrimental known	\$500,000	\$1.28
4	Sale Lakeland Highland Road Lakeland, FL	Aug-21 Closed	20.62	PI,	Commercial	Zone A	Lakeland Highlands Road	Generally level and cleared	None detrimental known	\$1,596,500	\$1.78
Subj.	Lake Hancock - Marshall Hampton Reserve Thornhill Road Winter Haven, Florida	---	19.22	NAC & RL-1	Residential	Zone X (Shaded)	Ingress/Egress easement	Generally level and cleared	None detrimental known	---	---

COMPARABLE LAND SALES ADJUSTMENT GRID

COMPARABLE SALE ADJUSTMENTS					
	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Property / Location	Lake Hancock - Marshall Hampton Reserve Thornhill Road Winter Haven, Florida	Future Culvers Site, Lakeland Highlands 6400 South Florida Ave Lakeland Highlands, FL	Sale Carillon Boulevard Lakeland, FL	Highway 98 North Commercial Site 1304 Lanier Road Lakeland, FL	Sale Lakeland Highland Road Lakeland, FL
Date of Sale / Status	---	Oct-22 Closed	Feb-22 Closed	Dec-21 Closed	Aug-21 Closed
Property Rights	---	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size (SF)	837,223 SF	502,247 SF	455,202 SF	391,169 SF	898,207 SF
Sale Price	-----	\$875,000	\$1,100,000	\$500,000	\$1,596,500
Contributory Value of Improvements		\$0	\$0	\$0	\$0
Residual Land Value		\$875,000	\$1,100,000	\$500,000	\$1,596,500
Unadjusted Price Acre (Square Foot)	-----	\$1.74	\$2.42	\$1.28	\$1.78
Transactional Adjustments					
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Financing Terms	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>	<i>Cash Equivalent</i>
Conditions of Sale	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>	<i>Arm's Length</i>
Market Conditions	<i>Dec-23</i>	<i>Oct-22</i>	<i>Feb-22</i>	<i>Dec-21</i>	<i>Aug-21</i>
Adjustment		6.00%	9.00%	10.00%	12.00%
Adjusted Price per SF		\$1.85	\$2.63	\$1.41	\$1.99
Property Adjustments					
Location	<i>Winter Haven</i>	<i>Similar</i>	<i>Superior</i>	<i>Inferior</i>	<i>Similar</i>
	19.22	11.53	10.45	8.98	20.62
Land Area (Gross Acres)		Superior	Superior	Superior	Similar
	NAC & RL-1	PUD 71-4	IAC	LCC	PI
Future Land Use / Intended Use		Superior	Similar	Similar	Similar
Access/Visibility	<i>Corner Location</i>	<i>Corner Location</i>	<i>Corner Location</i>	<i>Corner Location</i>	<i>Highland Road</i>
	Similar	Similar	Similar	Similar	Inferior
Utilities	<i>All available</i>	<i>All available</i>	<i>All available</i>	<i>All available</i>	<i>All available</i>
	Similar	Similar	Similar	Similar	Similar
Topography	<i>Generally level and cleared</i>	<i>Wetlands and dense Veg.</i>	<i>Generally level and cleared</i>	<i>Dense Veg</i>	<i>Generally level and cleared</i>
		Significantly Inferior	Inferior	Inferior	Similar
Overall Comparison		Similar	Superior	Inferior	Inferior
Value Indication per Acre (Square Foot)		\$1.85	\$2.63	\$1.41	\$1.99

ADJUSTMENT PROCESS

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

Governing Board Meeting

June 25, 2024

6. REGULATION COMMITTEE

6.1	Discussion: Consent Item(s) Moved to Discussion	149
6.2	Discussion: Action Item: Denials Referred to the Governing Board	150

REGULATION COMMITTEE

June 25, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

REGULATION COMMITTEE

June 25, 2024

Discussion: Action Item: Denials Referred to the Governing Board

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

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting

June 25, 2024

7. GENERAL COUNSEL'S REPORT

7.1	Discussion: Consent Item(s) Moved to Discussion	151
7.2	Discussion: Action Item: Affirm Governing Board Committee Actions	152

GENERAL COUNSEL'S REPORT

June 25, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

Chris Tumminia, General Counsel, Office of General Counsel

GENERAL COUNSEL'S REPORT

June 25, 2024

Discussion: Action Item: Affirm Governing Board Committee Actions

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

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

Staff Recommendation:

Affirm the actions taken by the Governing Board Committees.

Presenter:

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

COMMITTEE/LIAISON REPORTS

June 25, 2024

Discussion: Information Item: Industrial Advisory Committee

This meeting was replaced with May 10 field trip.

Staff Recommendation:

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

Presenter:

James Holton, Board Member

COMMITTEE/LIAISON REPORTS

June 25, 2024

Discussion: Information Item: Public Supply Advisory Committee

This meeting was replaced with May 10 field trip.

Staff Recommendation:

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

Presenter:

Robert Stern, Board Member

EXECUTIVE DIRECTOR'S REPORT

June 25, 2024

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

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

Presenter:

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

CHAIR'S REPORT

June 25, 2024

Discussion: Information Item: Chair's Report

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

CHAIR'S REPORT

June 25, 2024

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

Michelle Williamson, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
10	06/09/2014	Corey Kain	Well Driller Assistant	Tampa	Data Collection	2024	06/09/2024
10	06/23/2014	Jeffery Miller	Senior Vegetation Management Specailist	Sarasota	Operations	2024	06/23/2024
15	06/29/2009	Cara Martin	Government and Community Affairs Office Chief	Brooksville	Office of Government and Community Affairs	2024	06/29/2024
25	06/01/1999	Adam Hange	Field Services Manager	Sarasota	Regulatory Support	2024	06/01/2024
30	06/06/1994	Xinjian Chen	Chief Professional Engineer	Tampa	Natural Systems & Restoration	2024	06/06/2024
35	06/28/1989	William Overstreet	Survey Technician Team Lead	Brooksville	Data Collection	2024	06/28/2024