# Governing Board Meeting

Agenda and Meeting Information

June 24, 2025

9:00 a.m.

Brooksville Office

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





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

An Equal Opportunity Employer The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); 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 24, 2025 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 WaterMatters.org.
- > Public input will be taken only at the meeting location.
- > Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

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

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

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

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

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

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

Bartow Office 170 Century Boulevard Bartow, Florida 33830 (863) 534-1448 or 1-800-492-7862 (FL only) Sarasota Office 78 Sarasota Center Boulevard Sarasota, Florida 34240 (941) 377-3722 or 1-800-320-3503 (FL only) **Tampa Office** 7601 Hwy 301 N Tampa, Florida 33637 (813) 985-7481 or 1-800-836-0797 (FL only)

#### 1. CONVENE PUBLIC MEETING

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

#### 2. CONSENT AGENDA

- 2.1 Finance/Outreach and Planning Committee: Independent Auditing Services Contract
- 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:** Resolution No. 25-01 Commending Joel Schleicher for His Service as a Member of the Southwest Florida Water Management District Governing Board
- 2.4 **Finance/Outreach and Planning Committee:** Governing Board Travel Annual Environmental Permitting Summer School
- 2.5 **Resource Management Committee:** FARMS –T&T Environmental, LLC DeSoto Groves H832 (DeSoto County)
- 2.6 **Resource Management Committee:** FARMS Jim Rash, Inc. Zoffay Road H834 (Polk County)
- 2.7 **Operations, Lands and Resource Monitoring Committee:** Amendment to Easement USGS Coastal Springs Monitor Well No. CSPR-4 SWF Parcel No. 15-020-046 (Citrus County)
- 2.8 **Operations, Lands and Resource Monitoring Committee:** Easement Agreement Inverness DOT Replacement Well Site SWF Parcel No. 19-020-129 (Citrus County)
- 2.9 **Operations, Lands and Resource Monitoring Committee:** Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp SWF Parcel No. 15-347-129X (Citrus County)
- 2.10 Executive Director's Report: Approve Governing Board Minutes May 20, 2025

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

- 3.1 **Discussion:** Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Recommended Annual Service Budget for Fiscal Year 2026
- 3.3 **Discussion:** Information Item: Knowledge Management: Advisory Committee Policies
- 3.4 **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:** Information Item: 2025 Hurricane Season Preparedness

#### 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**



Opportunity Employer



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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)

#### John R. Mitten

Chair, Hernando, Marion

#### Jack Bispham

Vice Chair, Manatee

#### Ashley Bell Barnett

Secretary, Polk

#### John E. Hall Treasurer, Polk

#### **Ed Armstrong**

Former Chair, Pinellas

#### Kelly S. Rice

Former Chair, Citrus, Lake, Levy, Sumter

#### Michelle Williamson

Former Chair, Hillsborough

#### Josh Gamblin

DeSoto, Hardee, Highlands

#### 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 2025

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

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

Chair Robert Stern

#### RESOURCE MANAGEMENT COMMITTEE

Chair Dustin Rowland

#### REGULATION **COMMITTEE**

Chair James Holton

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

Chair John E. Hall\*

All Governing Board members are a member of each committee. \* Board policy requires the Governing Board Treasurer to chair the Finance/Outreach and Planning Committee.

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

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

#### Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2025

#### **Governing Board Meeting**

October 22, 2024 – 9:00 a.m., Brooksville Office

November 19, 2024 – 9:00 a.m., Tampa Office

December 17, 2024 – 9:00 a.m., Brooksville Office

January 28, 2025 – 9:00 a.m., Tampa Office

February 25, 2025 – 9:00 a.m., Brooksville Office

March 25, 2025 - 9:00 a.m., Tampa Office

April 22, 2025 – 9:00 a.m., Brooksville Office

May 20, 2025 - 9:00 a.m., Tampa Office

June 24, 2025 – 9:00 a.m., Brooksville Office

July 22, 2025 - 9:00 a.m., Tampa Office

August 26, 2025 – 9:00 a.m., Brooksville Office

September 23, 2025 – 3:00 p.m., Tampa Office

#### **Governing Board Workshop**

December 17, 2024 – 9:30 a.m., Brooksville Office

March 25, 2025 - 9:30 a.m., Tampa Office

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

2025 - September 9 & 23

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

2024 - December 3

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

#### Environmental Advisory Committee – 10:00 a.m.

2024 - October 8 (canceled)

2025 - January 14, April 8, July 8

#### Industrial Advisory Committee - 10:00 a.m.

2024 - November 5

2025 - February 11 (meeting replaced with Feb. 28 tour), May 6, August 12

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

2024 – November 5

2025 - February 11 (meeting replaced with Feb. 28 tour), May 6, August 12

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

2024 – October 23, December 4

2025 - January 8, February 19, May 21 (canceled), July 9

#### Springs Coast Steering Committee - 2:00 p.m.

2024 – November 6

2025 – January 22, March 5, July 23

#### **Meeting Locations**

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

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

# **Governing Board Meeting June 24, 2025**

#### 1. CONVENE PUBLIC MEETING

1.1	Call to Order	6
1.2	Invocation and Pledge of Allegiance	7
1.3	Employee Recognition	8
1.4	Additions/Deletions to Agenda	9
1.5	Public Input for Issues Not Listed on the Published Agenda	10

# CONVENE PUBLIC MEETING June 24, 2025 Call to Order

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

#### <u>Presenter:</u> John Mitten, Chair

### CONVENE PUBLIC MEETING

#### June 24, 2025

#### Invocation and Pledge of Allegiance

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

Presenter:
John Mitten, Chair

# June 24, 2025

#### **Employee Recognition**

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

#### Presenter:

John Mitten, Chair

## CONVENE PUBLIC MEETING June 24, 2025

#### Additions/Deletions to Agenda

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

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

#### Staff Recommendation:

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

#### Presenter:

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

## CONVENE PUBLIC MEETING June 24, 2025

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

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

#### Presenter:

John Mitten, Chair

## **Governing Board Meeting June 24, 2025**

#### 2. CONSENT AGENDA

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

2.1	Finance/Outreach and Planning Committee: Independent Auditing Services Contract 11
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: Resolution No. 25-01 Commending Joel Schleicher for His Service as a Member of the Southwest Florida Water Management District Governing Board
2.4	Finance/Outreach and Planning Committee: Governing Board Travel – Annual Environmental Permitting Summer School
2.5	Resource Management Committee: FARMS – T&T Environmental, LLC – DeSoto Groves – H832 (DeSoto County)
2.6	Resource Management Committee: FARMS – Jim Rash, Inc. – Zoffay Road – H834 (Polk County)
2.7	Operations, Lands and Resource Monitoring Committee: Amendment to Easement – USGS Coastal Springs Monitor Well No. CSPR-4 – SWF Parcel No. 15-020-046 Citrus County)
2.8	Operations, Lands and Resource Monitoring Committee: Easement Agreement – Inverness DOT Replacement Well Site – SWF Parcel No. 19-020-129 (Citrus County) 60
2.9	Operations, Lands and Resource Monitoring Committee: Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp – SWF Parcel No. 15-347-129X (Citrus County)
2.10	Executive Director's Report: Approve Governing Board Minutes – May 20, 2025

#### **CONSENT AGENDA**

#### June 24, 2025

#### Finance/Outreach and Planning Committee: Independent Auditing Services Contract

#### **Purpose**

Exercise the renewal option within the current contract and approve the fourth amendment to the agreement engaging James Moore & Co., P.L.(JMCO) to perform the fiscal year (FY) 2024-25 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 third one-year renewal.

In accordance with the terms of the contract, JMCO has requested an increase in compensation of 2.8 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 \$3,064. The actual amount will depend on how many single audits are required. In addition, the District plans to implement GASB Statement No. 103, Financial Reporting Model Improvements, for a flat fee of \$2,500, if additional auditing procedures are needed.

Services	FY2025	FY2024	FY2023	FY2022
Basic Financial Statements (including 1 federal and 1 state single audit)	\$104,539	\$101,692	\$98,348	\$92,000
Each additional federal single audit	4,545	4,421	4,276	4,000
Each additional state single audit	3,409	3,316	3,207	3,000
New GASB Implementation	2,500	2,500	0	0
Estimated Total	\$114,993	\$111,929	\$105,831	\$99,000

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

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	0	0
Each additional state single audit	6,632 <sup>1</sup>	3,207 <sup>2</sup>	0
New GASB Implementation	2,500	N/A	N/A
Total	\$115,245	\$101,555	\$92,000

<sup>&</sup>lt;sup>1</sup> Reflects audit fees assessed for two additional state programs performed in FY2024.

<sup>&</sup>lt;sup>2</sup> Reflects audit fee assessed for one additional state program performed in FY2023.

In addition to the fee increase, the engagement letter with the latest peer review for JMCO included, and the time requirements have been updated to reflect the audit for the FY2024-25 financial audit. There are no other changes to the contract.

#### Staff Recommendation:

- 1. Exercise the renewal option within the current contract and approve the fourth amendment to the agreement engaging JMCO to perform the FY 2024-25 auditing services; and
- 2. Authorize the Executive Director or designee to execute the fourth amendment to the current contract with JMCO to perform the FY2024-25 auditing services.

#### Presenter:

Brandon Baldwin, Division Director, Business & IT Services Division

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

This FOURTH AMENDMENT effective July 31, 2025, 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., a Florida Limited Liability Company, 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, July 31, 2024, and February 27, 2025 (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 2025 auditing services in accordance with the renewal option set forth in the Paragraph 5, <u>CONTRACT PERIOD</u> 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, <u>COMPENSATION</u>, is hereby amended as follows to recognize that the DISTRICT has approved One Hundred Twenty-One Thousand Eight Hundred Eleven Dollars (\$121,811) for the PROJECT for Fiscal Year 2025.

<u>COMPENSATION</u>. For satisfactory completion of the PROJECT, the DISTRICT agrees to pay the AUDITOR an amount not to exceed One Hundred Twenty-One Thousand Eight Hundred Eleven Dollars (\$121,811), for fiscal year 2025, in accordance with the percentage of completion as outlined in the Schedule of Proposed Progress Payments set forth in Exhibit "A4" and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, upon receipt of a properly documented invoice. Invoices will be submitted as tasks are completed by the AUDITOR to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

# Accounts Payable Section Southwest Florida Water Management District Post Office Box 15436 Brooksville, Florida 34605-1166

- 2. Paragraph 5, <u>CONTRACT PERIOD</u>, is hereby amended to extend the expiration date from July 31, 2025, to July 31, 2026.
- 3. Paragraph 29, <u>CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN</u>, is hereby added as follows:

#### CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

In accordance with section 287.138, Florida Statutes, by submitting a bid, proposal, or reply to the District, or entering into a contract with the District which would grant the AUDITOR access to an individual's personal identifying information, the AUDITOR affirms and shall provide the District with an affidavit signed by an officer or representative of the AUDITOR under penalty of perjury attesting the entity is not owned by the government of a "foreign country of concern" as defined in section 287.138(1)(c), Florida Statutes; the government of a foreign country of concern does not have a "controlling interest" as defined in section 287.138(1)(a), Florida Statutes, in the entity; nor is the AUDITOR organized under the laws of or has its principal place of business in a foreign country of concern. The affidavit is attached hereto.

- 4. Exhibit "A-3," Schedule of Proposed Progress Payments for the Audit of the September 30, 2024, Financial Statements, is hereby amended to include Exhibit "A-4," attached hereto.
- 5. Exhibit "B-2," Engagement Letter, is hereby amended to include Exhibit "B-3," attached hereto.
- 6. Exhibit "C-1," Time Requirements, is hereby amended to include Exhibit "C-2," attached hereto.
- 7. 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 FOURTH AMENDMENT on the day and year set forth next to their signatures below.

#### SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Date
Date

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

#### EXHIBIT "A-4"

#### SCHEDULE OF PROPOSED PROGRESS PAYMENTS FOR THE AUDIT OF THE SEPTEMBER 30, 2025, FINANCIAL STATEMENTS

#### Total not to exceed amount

\$121,811

Basic Financial Statements
 One state single audit
 One federal single audit

	Percentage of Completion	Progress Payment Due
Completion of Interim Audit	50%	\$ 52,269.50
Completion of Year End Field Work	30%	\$ 31,361.70
Issuance of Final Report	20%	\$ 20,907.80

<sup>\*</sup>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		* <u>\$104,539</u>
2)	Contingency for additional Federal and Stat and implementation of GASB 103:	e Single Audits	**\$ 17,272
	Each additional federal single audit	\$4,545	Ψ,Δ
	Each additional state single audit	\$3,409	
	Implementation of GASB 103		<b>.</b>
	Completion of Year End Field Work	50%	\$ <u>TBD</u>
	Issuance of Federal and State Single Audit Reports	50%	\$ <u>TBD</u>

<sup>\*\*</sup>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-3"



February 25, 2025

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

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Southwest Florida Water Management District (the District) as of September 30, 2025, 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, 2025. 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 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
- Schedule of Revenues, Expenditures, and Changes in Fund Balances Budget and Actual Major Funds
- 3. Other Post-Employment Benefits (OPEB) Required Supplementary Schedules
- 4. Florida Retirement Systems (FRS) Required Supplementary Schedules
- 5. Health Insurance Subsidy (HIS) Required Supplementary Schedules

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:

- 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:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- 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;
- 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;
- For maintaining records that adequately identify the source and application of funds for federally funded activities;
- 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;
- 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;

- 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;
- 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;
- 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;
  - 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;
- 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
- 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;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
- For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
- 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.

We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the District complied in all material respects with Section 29.008 and 29.0085, Florida Statutes, subject to the same procedures and standards as outlined in the Additional Examination Engagements section of this letter.

#### **Additional Examination Engagements**

You have requested that we examine the Entity's compliance for the fiscal year ended September 30, 2025, 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:
  - 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
  - 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.

#### 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, 2025, and can be renewed for one (1) additional one (1) year period. 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, 2025, is included in our fee increase letter dated February 24, 2025.

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. 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 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 of 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 expect 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.
Ву
Title
Date

#### WARREN, STONE & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

#### Report on the Firm's System of Quality Control

April 23, 2024

To the Members of James Moore & Co., P.L. and the Peer Review Committee of the Florida Institute of CPAs

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, 2023. 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 <a href="https://www.aicpa.org/prsummary">www.aicpa.org/prsummary</a>. 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 and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of 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 on in conformity with the requirements of applicable 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 and compliance with the firm's system of quality control 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, 2023, 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.

Warren, Stone o associates, LLC

Warren, Stone & Associates, LLC

PO BOX 660008 ATLANTA, GEORGIA 30366 P. P. 404-816-1436 F. 404-816-2136 WWW.WARRENSTONECPA.COM

Members of the American Institute of Certified Public Accountants and the Georgia Society of Certified Public Accountants

### EXHIBIT "C-2" TIME REQUIREMENTS

1. <u>SCHEDULE FOR THE 2025 FISCAL YEAR AUDIT</u>. (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 14, 2025, 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 19, 2026.
- **1.5 ACFR Components.** The Auditor will provide all recommendations, revisions, and suggestions for improvement to the Finance Bureau Chief (or designee) by February 2, 2026.
- 1.6 Field Work. The Auditor will complete all fieldwork by February 16, 2026.

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

2. <u>ENTRANCE CONFERENCES</u>, <u>PROGRESS REPORTING</u>, <u>AND EXIT CONFERENCES</u>. (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.

• 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		` 					.Nover	nbe	r 10, 2025,	through No	vember 2	28,	2025

Exit conference with Finance Bureau Chief and department heads of key offices or programs......Prior to taking ACFR to the Board for Approval

- 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.
- 3. <u>DATE FINAL REPORT IS DUE</u>. The Auditor will provide a draft of all reports required for inclusion in the ACFR to the District by no later than February 13, 2026. 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 17, 2026. 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 25, 2026. 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.

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# AFFIDAVIT FOR JAMES MOORE & CO., P.L. FOR INDEPENDENT AUDITING SERVICES

### Statement Under Section 787.06(13), Florida Statutes Use of Coercion for Labor or Services

Pursuant to section 787.06(13), Florida Statutes, this form must be completed by an officer or representative of the nongovernmental entity executing, renewing, or extending a contract with a governmental entity.

The entity identified below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:		
Authorized Representative/Officer's Printed Name:		
Authorized Representative/Officer's Title:		
Signature:	Date:	

# AFFIDAVIT FOR JAMES MOORE & CO., P.L. FOR INDEPENDENT AUDITING SERVICES

## Statement Under Section 287.138, Florida Statutes Contracting with Entities of Foreign Countries of Concern

Pursuant to section 287.138, Florida Statutes, this statement must be signed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

The entity identified below is not owned by the government of a "foreign country of concern" as defined in section 287.138(1)(c), Florida Statutes; the government of a foreign country of concern does not have a "controlling interest" as defined in section 287.138(1)(a), Florida Statutes, in the entity; nor is the entity organized under the laws of or has its principal place of business in a foreign country of concern.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:	
Authorized Representative/Officer's Printed Na	ame:
Authorized Representative/Onicer's Philited Na	
Authorized Representative/Officer's Title:	
Signature:	Date:

#### **CONSENT AGENDA**

#### June 24, 2025

## <u>Finance/Outreach and Planning Committee: Adopt Resolutions to Identify New Slate of Officers</u> 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. 25-05* 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. 25-05 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. 25-05**

## 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 23, 2025, 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 24th day of June 2025, by the Governing Board of the Southwest Florida Water Management District. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SEAL Chair Attest:

35

Secretary

#### 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 withits By-Laws, at a meeting held on June 24<sup>th</sup>, 2025, 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 representatives whose titles are listed below are hereby authorized on behalfof 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.

Officer or Representative Title	Name	<b>Signature</b>
Chair	John R. Mitten	
Vice Chair	Paul Jack Bispham	_
Secretary	Ashley Bell Barnett	
Treasurer	John E. Hall	
Number of signatures required, if applicab	le:1	
IN WITNESS WHEREOF, I have hereunder	subscribed my name and affixed th	e seal of this entity if applicable.
Southwest Florida Water Management Distric	<u></u>	
Entity Name	Secretary	
2379 Broad Street		
Address	Date	(Corporate Seal)
Brooksville FL 34604-6899 City, State and ZIP		

TRUIST HE Resolution for Deposit Account	☐ Corporation ☐ General Partnership ☐ Government Entity	Sole Proprietorship Limited Partnership Limited Liability Company	Unincorporated Association Non-Profit Corporation Other
	/A TED A A A A A O C A 4 C A I T		

Resolution for Deposit Account	Government Entity	Limited Liability Com	oany Other	
SOUTHWEST FLORIDA WA	TER MANAGEMEN	Т		
Entity Name			TIN	
The undersigned, acting in the capa existing under the laws of Florida and relevant records of the Entity are inconsistent with the governing document been amended or rescinded.	,represents to nd certify that resolutions	Truist Bank ("Bank") that I ha s or requirements similar to th	ve reviewed the gove nose below are adopte	rning documents ed by and, are not
1. That the Bank is designated as a Deposit Account the Entity will be be officer, agent or employee of the Entity, which endorsement may be it	ound by the Bank's depo tity is authorized to endo	osit account agreement now orse for deposit any check, d	existing or as may be a rafts or other instrume	amended. Any nts payable to the
2. That any one individual named be close any account or obtain informa Signer") to conduct transactions on	ition on any account. An	y one Designated Represent	ative may appoint othe	
Designated Representatives' Signated	natures Printed Na	me	Title	
	JOHN R. N	MITTEN	CHAIR	
	PAUL JAC	K BISPHAM	VICE CHAIR	
	ASHLEY B	ELL BARNETT	SECRETARY	
	JOHN E. H	IALL	TREASURER	
3. That the Bank is authorized upor the Entity, all checks, drafts, or other payable.	er orders of payment, wi	thdrawal or transfer of mone	/ for whatever purpose	e and to whomever
4. That any one Designated Represagreement, enter into an agreemer lease a safe deposit box, enter into an agreement relating to foreign exagreements regarding an account of	nt for cash management an agreement for depo- change and obtain forei	services, enter into an agree sit access devices, enter into	ment for treasury serv an agreement for crea	rices or products, dit cards, enter into
5. That any prior resolutions or requ Account applies to all accounts at t a form acceptable to the Bank and	he Bank and will remain	in full force and effect until re	escinded, replaced or	
6. That any transaction by an office hereby ratified and approved.	er, employee or agent of	the Entity prior to the deliver	of this Resolution for	Deposit Account is
	JOH	N R MITTEN		
Signature (Corporate Secretary/Custodi	ian of Records) Print	ed Name		Date
	FOR BAN	IK USE ONLY		
Prepared By D43740 Cente	r 25 <u>00038</u> Bank	Number 102 Sta	te <u>FL</u> Dat	te
Forward to	: Centralized Document	Scanning Operations M/C 10	00-99-15-11	

#### June 24, 2025

<u>Finance/Outreach and Planning Committee: Resolution No. 25-01 Commending Joel Schleicher</u> for His Service as a Member of the Southwest Florida Water Management District Governing Board

To honor Mr. Joel Schleicher for his term as a Governing Board member, District staff has prepared this resolution to commemorate his service. Mr. Schleicher was appointed by Governor Rick Scott in May 2017 and served until January 2025.

#### Staff Recommendation:

Approve Resolution No. 25-01, commending Joel Schleicher for his service as a member of the Southwest Florida Water Management District Governing Board.

#### Presenter:

Virginia Singer, Manager, Communications and Board Services Bureau

#### **RESOLUTION NO. 25-01**

#### **COMMENDING**

#### JOEL SCHLEICHER

## FOR HIS SERVICE AS A MEMBER OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT GOVERNING BOARD

WHEREAS, **JOEL SCHLEICHER** was appointed by Governor Rick Scott to the Southwest Florida Water Management District Governing Board on May 12, 2017 and was reappointed July 12, 2019 and August 4, 2023 and served through January 2, 2025; and

WHEREAS, **JOEL SCHLEICHER** chaired Governing Board committees, served as liaison to the Sarasota Bay Estuary Program Policy Board; and served as Secretary, Vice Chair and Chair of the Governing Board.

WHEREAS, **JOEL SCHLEICHER** provided leadership and guidance in the implementation of the Polk Regional Water Cooperative and Central Florida Water Initiative, including development of the 2020 Regional Water Supply Plan; and

WHEREAS, JOEL SCHLEICHER supported development of alternative water supplies and regional pipeline interconnections in partnership with water supply authorities, local governments and private utilities to help achieve reductions in groundwater pumping and supported regional cooperative projects, including the Peace River Manasota Regional Water Supply Authority Phase 2B and 3C Regional Integrated Loop System and Reservoir No. 3 projects; and

WHEREAS, **JOEL SCHLEICHER** supported continued efforts to meet needs in the Southern Water Use Caution Area while reducing groundwater use, improving river flows and aquifer levels, and examining alternatives to restore lake levels in the Ridge Lakes area; and

WHEREAS, **JOEL SCHLEICHER** supported the successful 25-year environmental recovery efforts of the Northern Tampa Bay Water Use Caution Area, which included reducing the amount of groundwater withdrawals in the area and developing alternative water sources for the residents of Tampa Bay; and

WHEREAS, **JOEL SCHLEICHER** was an advocate of environmental restoration projects, including the Coral Creek Ecosystem Restoration, Little Manatee River Corridor Hydrologic Restoration, Redfish Hole Restoration, Frog Creek Wetland Restoration, and Cypress Creek Hydrologic Restoration; and

WHEREAS, **JOEL SCHLEICHER** supported the acquisition of public lands to protect Florida's first- and second-magnitude springs, including Weeki Wachee, Kings Bay, Three Sisters, Boat and Rainbow springs; and

WHEREAS, **JOEL SCHLEICHER** supported funding septic-to-sewer projects to protect and restore all five first-magnitude springs in the Springs Coast area; and

WHEREAS, **JOEL SCHLEICHER** stressed the importance of flood protection and public safety by supporting technological upgrades and refurbishments to the District's complex flood and water control structures throughout the region as well as funding for the Dona Bay Watershed Management Plan Update and Big Slough Watershed Management Plan Update projects; and

WHEREAS, **JOEL SCHLEICHER** championed the surplus lands program through the sale of less beneficial District parcels equaling 3,400 acres for a total of \$29.5 million. These funds were then available to make critical land purchases such as the Southworth Tract, a 589-acre parcel in the Weekiwachee Preserve; and

WHEREAS, **JOEL SCHLEICHER** was a visionary leader in beneficial reuse of reclaimed water, setting a goal of 75 percent reuse utilization, creating innovative approaches using reclaimed water to help create a sustainable water supply; and supported cooperative projects including the North Port Direct Potable Reuse Feasibility and Sarasosta County Honore Avenue Reclaimed Water Transmission projects; and

WHEREAS, **JOEL SCHLEICHER**, as a member and Chair of the Governing Board, demonstrated exceptional skill, leadership, and discipline in championing fiscal responsibility and efficient business processes thereby reducing tax millage rates by more than 53 percent and ensuring the District's operating budget was in line with ad valorem revenue levels since Fiscal Year 2018; and

WHEREAS, the Governing Board of the Southwest Florida Water Management District wishes to express its appreciation of these outstanding contributions, as well as those that are not mentioned but which will long be attributed to the service of **JOEL SCHLEICHER**.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT that this Board honors **JOEL SCHLEICHER** by adopting this resolution, expressing its appreciation for his commitment to the mission of the District, his outstanding work and his dedication to public service; and

BE IT FURTHER RESOLVED that this resolution be incorporated into the minutes of this District, permanently honoring the service of **JOEL SCHLEICHER** to this District, and that this resolution be presented to him.

PASSED and ADOPTED this 24 day of June 2025.

GOVERN	NING BOARD OF THE
SOUTHV	VEST FLORIDA WATER MANAGEMENT DISTRICT
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BY	
ъ.	I I D Maria CI :
	John R. Mitten, Chair
ATTEST	
	Ashlar Dall Damatt Comstant
	Ashley Bell Barnett, Secretary

#### June 24, 2025

## <u>Finance/Outreach and Planning Committee: Governing Board Travel – Annual Environmental Permitting Summer School</u>

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.

39th Annual Florida Environmental Permitting Summer School Marco Island July 14 - July 18, 2025 These are approximate costs				
Name	Registration	Lodging \$250/Night (Includes Self Park & Resort Fees)	Mileage Costs	Meals
James Holton	\$695	\$1,000	\$157	\$104
John Mitten	\$695	\$1,000	\$192	\$104
Kelly Rice	\$695	\$ 750	\$206	\$ 68
Robert Stern	\$695	\$ 500	\$161	\$ 49

#### Staff Recommendation:

Approve Governing Board travel as presented.

#### Presenter:

Virginia Singer, Manager, Communications & Board Services Bureau

June 24, 2025

Resource Management Committee: FARMS – T&T Environmental, LLC – DeSoto Groves – H832 (DeSoto County)

#### **Purpose**

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with T&T Environmental, LLC and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$652,782 (75 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$870,377.

#### Project Proposal

The District received a project proposal from T&T Environmental, LLC for their DeSoto Groves property totaling 357 acres located four miles southwest of Arcadia in western DeSoto County, within the Southern Water Use Caution Area (SWUCA). The proposal is for an alternative water supply project and will involve the utilization of an existing 4.5-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for the irrigation of 150 acres of sod. This portion of the property is permitted to use an annual average daily quantity of 366,000 gallons per day (gpd) for supplemental irrigation. The Water Use Permit (WUP) for the entire property authorizes the use of 788,000 gpd for a total of 323 acres of sod. FARMS project components consist of the automation of the existing surface water pump, automated valves, fertigation system, water control structures, a weather station, soil moisture probes, and the mainline piping necessary to connect the surface water reservoir to two center pivot irrigation systems. These center pivot irrigation systems will convert the site from seepage irrigation and reduce surface water runoff.

In May 2012, the Governing Board approved a FARMS project with Arcadia JV Citrus, LLC, on this property, to facilitate the use of an existing 4.5-acre reservoir to offset groundwater used for supplemental citrus irrigation. FARMS project components consisted of a surface water pump station, filtration, hydraulic valve controls, culverts and mainline pipe necessary to connect the surface water reservoir to the existing irrigation system. The estimated offset for this project was 70,000 gpd, and its period of record offset reached a high of 184,822 gpd in January 2014. The property and project transferred to T&T Environmental, LLC in April 2015. The contract term for this project was completed in June 2018 and the project met or exceeded the offset throughout the contract term.

#### Benefits/Costs

The proposed project involves water quantity and water quality best management practices for supplemental irrigation of sod and qualifies for 75 percent cost-share reimbursement under the FARMS Program. The project is expected to reduce groundwater use by an additional sixteen percent, or 130,000 gpd for supplemental irrigation, and reduce nitrogen application by 270 pounds per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the estimated groundwater offset, a reduction of nitrogen application, and a proposed six-year contract term, the cost per thousand gallons of water saved is \$3.38 and the cost per pound of nitrogen reduction per year is \$11.41 (based on the fertigation components). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative supplies, improved irrigation techniques, and nutrient reduction BMPs 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 \$2,226,430 remaining in its FARMS Program budget.

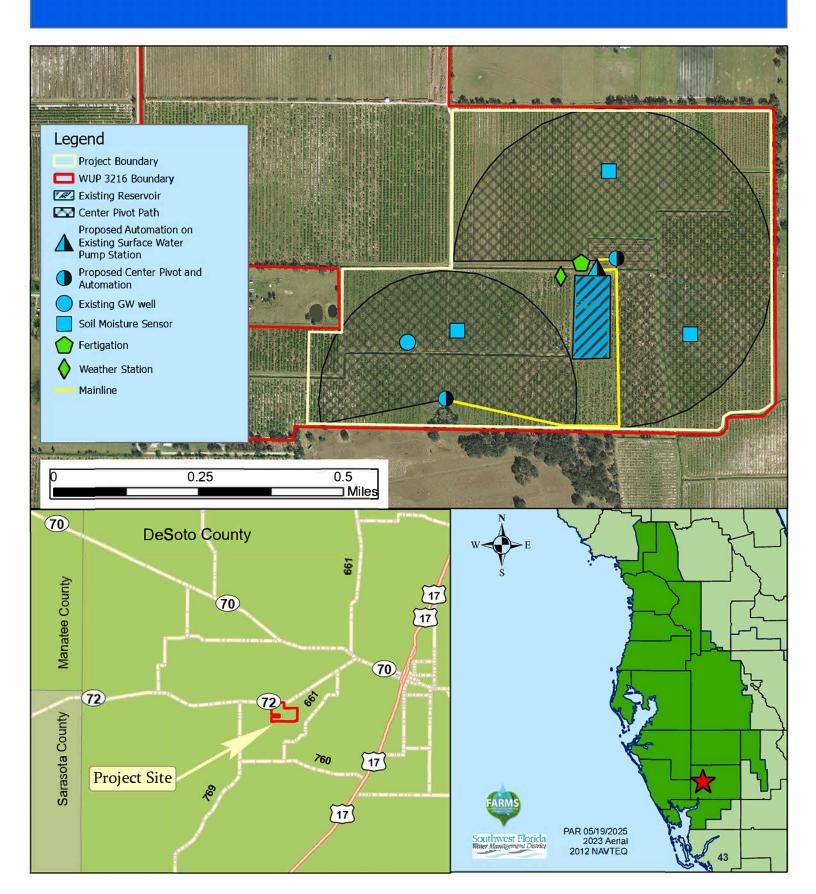
#### Staff Recommendation:

- 1. Approve the T&T Environmental, LLC DeSoto Groves project for a not-to-exceed project reimbursement of \$652,782 provided by the Governing Board;
- 2. Authorize the transfer of \$652,782 from fund 010 H017 Governing Board FARMS Fund to the T&T Environmental, LLC DeSoto Groves 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 T&T Environmental, LLC - DeSoto Groves FARMS Project H832



#### June 24, 2025

Resource Management Committee: FARMS – Jim Rash, Inc. – Zoffay Road – H834 (Polk County)

#### **Purpose**

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Jim Rash, Inc. – Zoffay Road and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$64,214 (75 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$85,619.

#### Project Proposal

The District received a project proposal from Jim Rash, Inc. –Zoffay Road for their 60-acre property located four miles west of Lake Wales in central Polk County within the Central Florida Water Initiative (CFWI) and the Southern Water Use Caution Area (SWUCA). The proposal is for a precision irrigation project and will involve the automation of one groundwater irrigation pump station to reduce Upper Floridan groundwater used for the supplemental irrigation of 60 acres of strawberries and melons. The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 237,900 gallons per day (gpd). FARMS project components consist of a variable frequency drive (VFD) for the irrigation pump and the automation of that pump station, valve automation, one weather station, two soil moisture sensors, and a fertigation system.

#### Benefits/Costs

The proposed project involves water quantity, and water quality best management practices (BMPs) 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 seven percent, or 18,000 gpd for supplemental irrigation, and to reduce 135 pounds of nitrogen per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the estimated groundwater offset, a reduction of nitrogen application, and a proposed six-year contract term, the cost per thousand gallons of water saved is \$2.40 and the cost per pound of nitrogen reduced per year is \$20.93 (based on the fertigation components). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of improved irrigation techniques, and nutrient reduction BMPs for row crop operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$2,226,430 remaining in its FARMS Program budget.

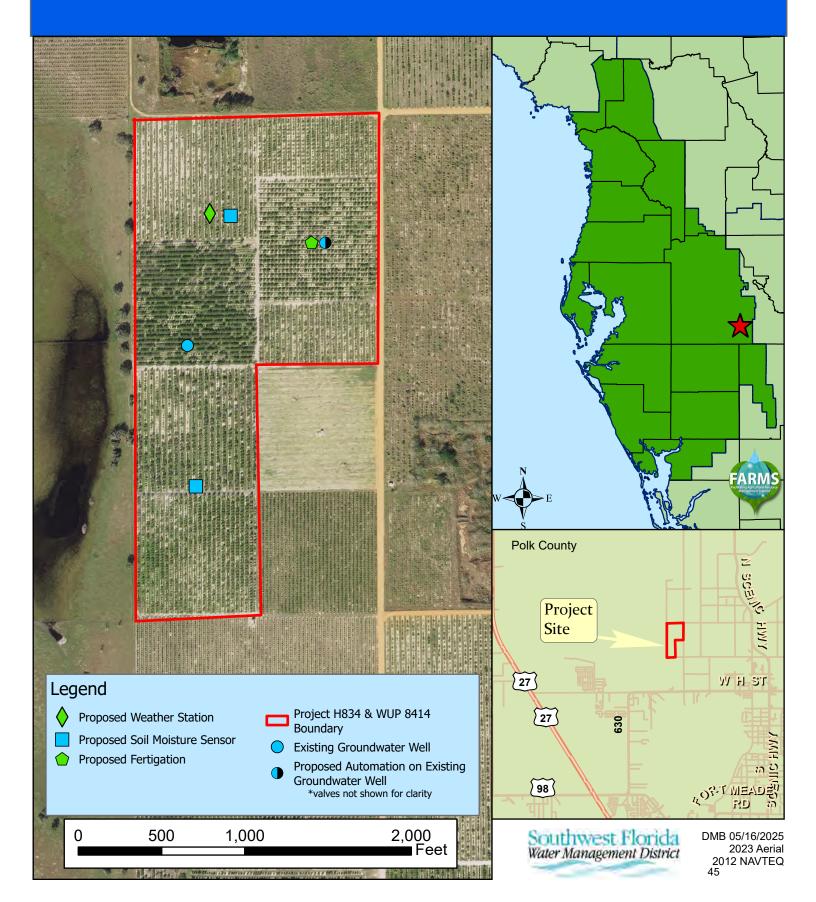
#### Staff Recommendation:

- 1. Approve the Jim Rash Inc. Zoffay Road project for a not-to-exceed project reimbursement of \$64,214 provided by the Governing Board:
- 2. Authorize the transfer of \$64,214 from fund 010 H017 Governing Board FARMS Fund to the H834 Jim Rash Inc. Zoffay Road project fund;
- 3. Authorize the Division Director to sign the agreement.

#### Presenter:

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

## Location Map Jim Rash, Inc. - Zoffay Road FARMS Project H834



#### June 24, 2025

<u>Operations, Lands and Resource Monitoring Committee: Amendment to Easement – USGS Coastal Springs Monitor Well No. CSPR-4 – SWF Parcel No. 15-020-046 (Citrus County)</u>

#### **Purpose**

Recommend the Governing Board approve an amendment (Amendment) to a perpetual easement (Easement) between the District and Ackley Investments II, Inc. (Ackley), granted to the District for access to the USGS Coastal Springs Monitor Well No. CSPR-4 data collection site (CSPR-4). The Location Map, the Site Map, the Easement, and the Amendment, are attached hereto as Exhibits 1, 2, 3, and 4, respectively.

#### Background/History

In January of 1998, Ackley granted the Easement to the District for the purpose of installing, operating, and maintaining the CSPR-4 well site. Under the terms of the Easement, Ackley retained the right to determine the route of ingress and egress route to the well site. The CSPR-4 well site was installed in February of that year and has been used to monitor the water levels and water quality of the upper Floridan aguifer since that time.

In early 2025, Ackley completed site improvements on the property. Subsequently, both parties agreed to amend the Easement to reorient the well site easement area to accommodate the current site conditions and to define a dedicated ingress/egress easement area. The sole purpose of the Amendment is to revise the legal description of the easement area. All other terms and conditions established under the Easement will remain in full force and effect.

#### Benefits/Costs

The Amendment benefits the District by providing a dedicated, clearly defined ingress/egress route and a repositioned well site location that ensures continued, unobstructed access and use of the site, regardless of future changes made to the surrounding property. There is no cost to the District associated with the project.

#### Staff Recommendation:

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

#### Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1
USGS Coastal Springs Monitor Well No. CSPR-4
Amendment to Easement - SWF# 15-020-046 Location Map

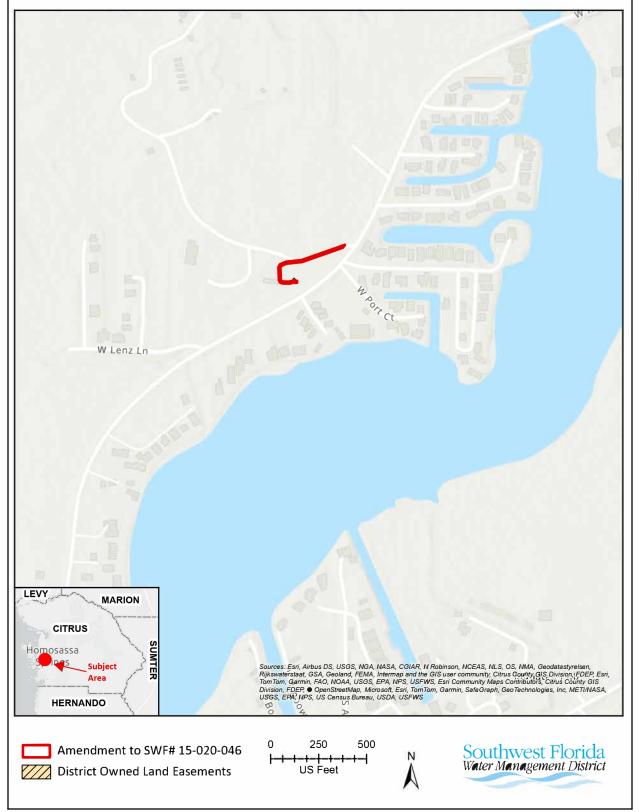


Exhibit 2 USGS Coastal Springs Monitor Well No. CSPR-4 Amendment to Easement - SWF# 15-020-046 Site Map W Kells River Rd Southwest Florida Water <u>Management District</u> **Proposed Well Site** 70 35 Proposed Access Area

Existing Easement SWF# 15-020-046

OPACIAL NOTARY SEAL
BUILY 1 PALMER
COMMISSION SEATE OF FLORIDA
COMMISSION NO CC686495
MY COMMISSION NO CC686495

Return to Crystal River

24.00



#### **EASEMENT**

The Grantor, for and in consideration of ten dollars and no cents (\$10.00), and other good and valuable consideration from the Grantee to the Grantor, the receipt of which is acknowledged, hereby grants, bargains, sells and conveys to the Grantee and its successors and assigns the easement and rights intermittently or continuously to enter upon, over and across and to use any and all of the lands more particularly described in Exhibits "A" and "B", attached hereto and incorporated herein by reference, for the following purposes:

- a. A Perpetual Easement and right to drill, maintain, repair and replace a well or wells for test purposes, including the right of access by the Grantee, or its designated agents, to the well or wells for the purposes of maintenance, performing hydrologic measurements and observation of the fresh/salt water interface levels on the lands described in Exhibit "A"; and
- b. The Right of Ingress and Egress for the purpose of entering continuously upon, over and across any land owned by the Grantor or its successor or assigns which is contiguous to the lands described in Exhibit "A," will be given by the Grantor to the Grantee when it is specifically requested. The actual route will be determined by the Grantor. The request will not be unreasonably withheld by the Grantor; and
- c. A Temporary Construction Easement for a period of twelve (12) months from the date the Grantee commences construction of a well or wells for test purposes on the lands described in Exhibit "B," attached hereto and made a part hereof.

Page 1 of 3

To Have and To Hold unto the Grantee and its successors and assigns for the periods herein prescribed, reserving unto the Grantor the right to use said lands in any manner not inconsistent with the rights hereinabove granted; provided, however, that the Grantor shall avoid physically disturbing the well casing or cover (water meter box) of the well or wells located thereon in any way without prior written approval of the Grantee.

This Easement is granted by the Grantor and accepted by Grantee subject to the following conditions which Grantee covenants and agrees to perform:

- 1. To exercise due care in the use of said Easement.
- To cause no unnecessary or unreasonable obstruction or interruption of travel over or upon same.
- To limit the use of such Easement for a monitoring well site and the maintenance thereof, it being specifically understood and agreed that in no event shall this Easement be constructed to permit ingress and egress by the general public.
- 4. Grantee agrees to use diligence in the maintenance of its monitoring well site within the aforementioned easement area so as to cause the least amount of inconvenience. Upon the construction of the well site and any subsequent repair of such well sites, Grantee agrees to restore the easement area to its former condition, including, but not limited to, returning the ground to its original grade, restoring any pavement removed or damaged to its original composition and condition, and replacing any grass, shrubbery, trees or other landscaping disturbed by such work. Upon Grantee's failure to do so within a reasonable period of time, Grantor or Grantor's contractor or agent may perform such work or charge the same to Grantee.
- Grantee agrees that Grantee, or its designated agents, will limit its activities to the easement areas only and will not encroach on the Grantor's adjacent property.
- 6. Grantee agrees that it will supply the Grantor with all information received from these wells. This information would include the core, monitoring of water levels and tests made in connection with any water samples taken from these wells. This information will be supplied to the Grantor upon its request.
- 7. To indemnify and hold the Grantor harmless from any and all claims for the payment of any compensation or damages resulting from the possession and use by the Grantee or its agents of the Easement granted herein.

In Witness Whereof, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Ackley Investments II, Inc., a Florida

Signature of Witness #1

Gregory L. Gresham

(Typed/Printed Name of Witness # 1)

Rodney S. Ackley, President

corporation, Grantor

Signature of Witness #2

Marion M. English

(Typed/Printed Name of Witness # 2)

(SEAL)

#### ACKNOWLEDGMENT

#### STATE OF FLORIDA COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 26th day of January 1997, personally appeared Rodney S. Ackley as President of Ackley Investments II, Inc., a Florida corporation. He is personally known to me or has produced \_ as identification.

(Seal)

GREGORY L. GRESHAM COMMISSION # CC 437739 BONDED THRU ATLANTIC BONDING CO., INC. Name of Notary Public

(Name of Notary typed, printed or stamped)

Commission No.

My Commission Expires:

This instrument prepared by and return to: Wayne Alfieri, Sr. Supervising Attorney Southwest Florida Water Management District 2379 Broad Street Brooksville, Florida 34609-6899

closings\ease\15-020.046 11-12-97

EXHIBIT "A"

#### SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT Coastal Rivers Basin USGS - District Coastal Spring Project

Description SWF Parcel No. 15-020-046 Monitor Well Site No. Romp CSPR-4 October 20, 1997

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 17 East, Citrus County, Florida, described as follows:

Commence at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 29;

Run thence North 00°08'56"East, along the West line of the Southwest 1/4 of the Northeast 1/4 of Section 29, a distance of 113.72 feet to the intersection with the North right-of-way line of State Road No. 490A;

Thence North 61°57'04"East along said North right-of-way line a distance of 462.85 feet to the beginning of a non-tangent curve concave to the Northwest, having a radius of 907.80 feet, and a central angle of 04°11'25";

Thence Northeasterly along the arc of said curve and the North right-of-way line of State Road No. 490A, an arc distance of 66.39 feet (chord bearing North 59°51'23"East, 66.38 feet) to the end of said curve;

Thence leaving the North right-of-way line of State Road No. 490A, run North 32°33'17"West, a distance of 34.28 feet to the Point of Beginning;

Thence continue North 32°33'17"West, a distance of 20.00 feet;

Thence North 57°26'43"East, a distance of 10.00 feet;

Thence South 32°33'17"East, a distance of 20.00 feet;

Thence South 57°26'43"West, a distance of 10.00 feet to the Point of Beginning.

Parcel contains 200 square feet, more or less.

W.K.H 15020046.DOC

#### BK 1 2 3 0 PG 0 3 2 8 1998 FE 25 PM 3: 37

EXHIBIT "B"

#### SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT Coastal Rivers Basin USGS - District Coastal Spring Project

Description SWF Parcel No. 15-020-046B Temporary Construction Easement

October 20, 1997

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 17 East, Citrus County, Florida, described as follows:

Commence at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 29;

Run thence North 00°08'56"East along the West line of the Southwest 1/4 of the Northeast 1/4 of Section 29, a distance of 113.72 feet to the intersection with the North right-of-way line of State Road No. 490A;

Thence North 61°57'04"East along said North right-of-way line a distance of 462.85 feet to the beginning of a non-tangent curve concave to the Northwest, having a radius of 907.80 feet and a central angle of 01°20'54";

Thence Northeasterly, along the arc of said curve and the North right-of-way line of State Road No. 490A, an arc distance of 21.37 feet (chord bearing North 61°16'40"East, 21.37 feet) to the Point of Beginning;

Thence leaving the North right-of-way line of State Road No. 490A, run North 32°33'17"West, a distance of 100.00 feet;

Thence North 57°26'43"East, a distance of 100.00 feet;

Thence South 32°33'17"East, a distance of 100.00 feet to the North right-of-way line of State Road No. 490A, said point being on a non-tangent curve concave to the Northwest, having a radius of 907.80 feet and a central angle of 06°18'53";

Thence Southwesterly, along the arc of said curve and the North right-of-way line of State Road No. 490A an arc distance of 100.05 feet (chord bearing South 57°26'43" West, 100.00 feet) to the Point of Beginning.

Parcel contains 0.23 acres, more or less.

W.K.H. 15020046.B

#### Exhibit 4

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

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

#### AMENDMENT TO EASEMENT

This Amendment to Easement, agreed to this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025, by Ackley Investments II Inc, a Florida corporation, having an address of 10359 West Halls River Road, Homosassa, Florida 34448 (Grantor), and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (Grantee).

#### WITNESSETH:

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

**WHEREAS,** Grantee was granted an easement (Easement) over the subject Property on January 26, 1998, as recorded in the Public Records of Hernando County, Florida, at Official Records Book 1230, Page 324; and

WHEREAS, the Easement provided the Grantee, its agents, successors and assigns a perpetual easement for the purpose of installing, maintaining, performing hydrologic measurements, repairing, or replacing the USGS Coastal Springs Monitor Well No. CSPR-4 well site, together with rights of ingress and egress over, across and through the Grantor's property for access to said well site; and

**WHEREAS**, the Grantor and Grantee wish to amend the legal description of the Easement to include a dedicated access area for ingress and egress and amend the existing monitor well site easement area to align with the new dedicated access.

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

 The legal description of the Property set forth in Exhibit "A", attached hereto and incorporated herein by this reference, replaces in its entirety the legal description of the property set forth in the Easement recorded in the Official Records of Citrus County, Florida at Official Records Book 1230, Page 324, and described in its 'Exhibit "A".

- 2. The covenants, terms and conditions of this Amendment shall be binding upon and inure to the benefit of the Grantor and Grantee, their personal representatives, heirs, successors, and assigns and continue as a servitude running in perpetuity with the Property.
- 3. Except as expressly modified in this Amendment, the Easement recorded in the Official Records of Citrus County, Florida at Official Records Book 1230, Page 324 shall continue in full force and effect according to its terms and conditions, and the Grantor and Grantee hereby ratify and affirm their respective rights and obligations under the Easement.

[signature pages follow]



name the day and year aforesaid. Grantor: Signed, sealed and delivered Ackley Investments II, Inc. in the presence of: By: \_\_\_\_\_ Witness #1 signature Name: Print Name: \_\_\_\_\_ Title: Address: \_\_\_\_\_ Witness #2 signature Print Name: Address: \_\_\_\_ **ACKNOWLEDGMENT** STATE OF FLORIDA COUNTY OF The foregoing instrument was acknowledged before me by means of  $\square$  physical presence or online notarization, this \_\_\_\_ day of \_\_\_\_, 2025, by Michelle Williamson as Governing Board Chair of the Southwest Florida Water Management District, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification. (AFFIX NOTARY SEAL) Notary Public Print Name My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its

IN WITNESS WHEREOF, Grantee has cau name by its Governing Board acting by the Chair or aforesaid.	
Grantee:	
	Southwest Florida Water Management District
	By: Name: John R. Mitten Title: Chair
	ATTEST: By:
	Name: Ashley Bell Barnett Title: Secretary
ACKNOWI	LEDGMENT
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was acknowledged before online notarization, this day of	, 2025, by John R. Mitten as Governing ement District, on behalf of the corporation,
(AFFIX NOTARY SEAL)	Notary Public
	Print Name
	My Commission Expires

#### Exhibit A

Legal Description Parcel 15-020-046 (Well Site Area)

A 10 foot by 20 foot Parcel of land lying in the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 17 East, Citrus County, Florida, more particularly described as follows:

Commence at a 3" iron pipe marking the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 17 East, Citrus County, Florida; thence along the West line of said Southwest 1/4 of the Northeast 1/4 of Section 29, North 00°02'17" East, for a distance of 113.81 feet to the intersection with the North right-of-way of State Road No. 490A; thence along said North right-of-way North 61°40'38" East, a distance of 462.52 feet, to a found 5x5 concrete monument scribed S.R.D. (State Road Department) same also being the beginning of a curve to the left; thence 75.23 along the arc of said curve to the left, having a radius of 907.80, a central angle of 04°44'45" and a chord bearing and length of North 59°17'09" East, 75.21 feet; thence leaving said North right-of-way line North 33°05'18" West, a distance of 27.74 feet for a POINT OF BEGINNING; thence North 88°23'21" West, a distance of 20.00 feet; thence South 01°36'39" West, for a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 200 Sq Feet.

Legal Description Parcel 15-020-046 (Access Area)

A 10 foot wide Strip of land lying in the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 17 East, Citrus County, Florida, lying 5 feet on both sides of the following described centerline:

Commence at a 3" iron pipe marking the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 17 East, Citrus County, Florida; thence along the West line of said Southwest 1/4 of the Northeast 1/4 of Section 29, North 00°02'17" East, for a distance of 113.81 feet to the intersection with the North right-of-way of State Road No. 490A; thence along said North right-of-way North 61°40'38" East, a distance of 462.52 feet, to a found 5x5 concrete monument scribed S.R.D. (State Road Department) same also being the beginning of a curve to the left; thence 75.23 along the arc of said curve to the left, having a radius of 907.80, a central angle of 04°44'45" and a chord bearing and length of North 59°17'09" East, 75.21 feet; thence leaving said North right-of-way line North 33°05'18" West, a distance of 27.74 feet; thence North 88°23'21" West, a distance of 20.00 feet; thence North 01°36'39" East, for a distance of 5.00 feet for a POINT OF BEGINNING; thence along the centerline of the 5 foot wide access area the following nine (9) courses:

- 1) South 75°24'20" West a distance of 19.58 feet;
- 2) North 88°59'15" West a distance of 35.02 feet;
- 3) North 70°49'15" West a distance of 11.18 feet;
- 4) North 21°01'26" West a distance of 11.53 feet:
- 5) North 02°08'26" West a distance of 63.89 feet:
- 6) North 25°53'44" East a distance of 12.97 feet;
- 7) North 66°31'51" East a distance of 31.52 feet;

5 of 6

- 8) North 83°51'36" East a distance of 81.50 feet;
- 9) North 70°38′28" East a distance of 231.57 feet to an intersection with the Westerly rightprof-way line of State Road No. 490A and the terminus point of this description, all side lines to be lengthened or shortened so as to intersect at points of vertices or points of terminus.

Containing 4,987.2 Sq Feet or 0.11 Acres more or less.

Remainder of this page intentionally left blank.



#### June 24, 2025

Operations, Lands and Resource Monitoring Committee: Easement Agreement – Inverness DOT Replacement Well Site – SWF Parcel No. 19-020-129 (Citrus County)

#### **Purpose**

Recommend the Governing Board approve two Easement Agreements (Agreements) between the District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (BOT). One Agreement establishes a temporary construction area to install one upper Floridan aquifer well and one surficial aquifer well at Whispering Pines Park (Park) in Citrus County. The other Agreement provides for access, monitoring, and maintenance of the proposed wells at the Inverness DOT Replacement well site after construction is completed. A general location map, site map, and the Agreements are included as Exhibits 1, 2, and 3, respectively.

#### Background/History

Data collection began at the existing Inverness DOT well site in 1961. A project to widen US Highway 41, planned for early 2026, will directly impact the well site, necessitating a replacement well site nearby. A suitable location was identified at the southeast corner of the Park. The Park is owned by the BOT and managed by the Florida Department of Agriculture and Consumer Services (FDACS). FDACS determined this request aligns with their land management plan and supports the project. The City of Inverness, which has a lease agreement with FDACS for the use of the Park, also supports the project.

Data from the wells are critical for the Central Springs Groundwater Flow Model, water use permitting, and aquifer resource inventory. Additionally, these data will help determine the hydraulic gradients of the surficial and upper Floridan aquifers within the area.

#### Benefits/Costs

There is no cost associated with the Agreements with the BOT. The estimated cost of the project well construction is \$296,500 and the monitoring costs are approximately \$6,000 (equipment and initial setup) for the first year and about \$150 per year, thereafter.

#### Deliverables

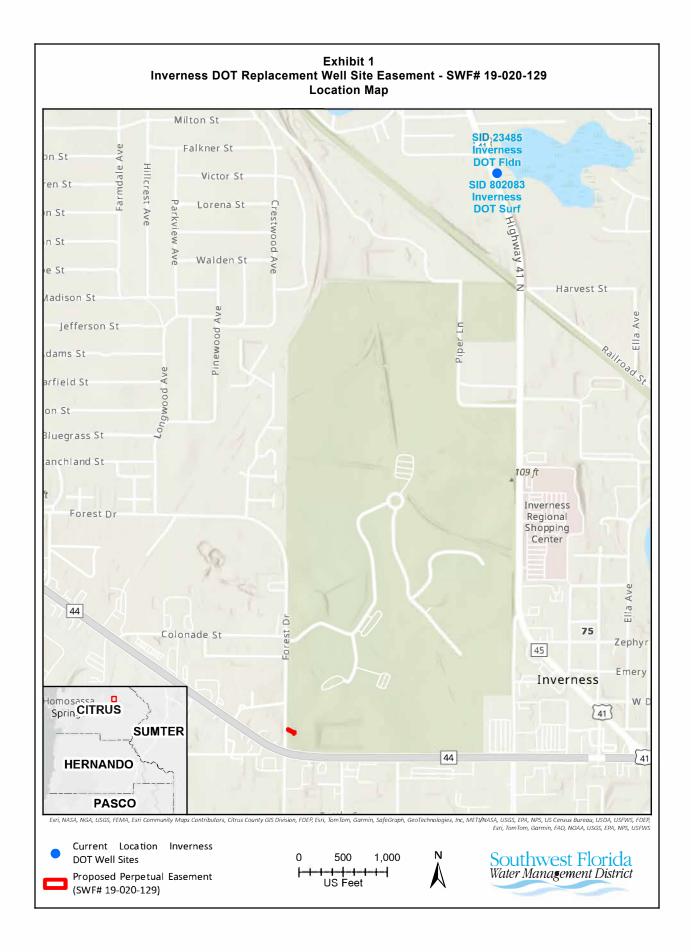
The District will share data with FDACS per the agreement.

#### Staff Recommendation:

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

#### Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau





This Easement was prepared by:
Karen Lee Reecy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-300
Action No. 50597

WME1 [ +/- 0.02 acres]

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

## **EASEMENT AGREEMENT**Well Monitoring Site

#### **Easement Number 33642**

THIS EASEMENT AGREEMENT is hereby made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_,

20\_\_\_\_, by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE

STATE OF FLORIDA, hereinafter referred to as "GRANTOR", and the SOUTHWEST FLORIDA WATER

MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, its successors and assigns, hereinafter referred to as "GRANTEE."

#### WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of certain real property located in Citrus County, Florida, as more particularly described in Exhibit "A", attached hereto and by reference made a part hereof, which is managed by the STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("Managing Agency") under GRANTOR'S Lease Number 3316; and

WHEREAS, GRANTEE desires to utilize GRANTOR'S property only for the purpose of access to and installation, operation and maintenance of a well monitoring site; and

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

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

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

1. GRANTOR hereby grants to GRANTEE, its agents, representatives and employees the non-exclusive right,

privilege and permission to utilize the property described in Exhibit "A", hereinafter referred to as "Easement Area",

as further described and limited herein.

2. GRANTOR does hereby grant to GRANTEE an easement for as long as the easement is used solely for the

purpose of ingress and egress to and installation, operation and maintenance of a well monitoring site. If the easement

is ever abandoned for this use, all rights, title, and interest conveyed under this easement shall automatically revert to

GRANTOR, unless sooner terminated pursuant to the provisions of this easement.

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

with the rights granted to GRANTEE.

4. GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or

the State of Florida pertaining to GRANTEE'S respective areas of responsibility under this easement or arising out of

GRANTEE'S respective management programs or activities and shall contact GRANTOR regarding the legal action

deemed appropriate to remedy such damage or claims. GRANTEE is responsible for, and to the extent allowed by

law, shall indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents

and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes

of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the

negligent acts or omissions of GRANTEE, and its officers, employees, and agents. Nothing herein shall be construed

as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as

amended from time to time, or any other law providing limitations on claims.

5. Prior to initial use of the Easement Area by GRANTEE, GRANTEE shall give Managing Agency, at least

forty-eight hours notification.

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

the state repository if requested.

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

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

9. Clearing vegetation during installation or removal of the monitoring equipment without the consent and

supervision of the Managing Agency is prohibited.

Page 2 of 8 Pages Easement No. 33642

nt No. 33642

- 10. Upon termination of this Easement Agreement, GRANTEE shall, at GRANTEE'S sole cost and expense, remove all equipment, accessories, and material owned by GRANTEE from the Easement Area. Upon abandonment, each well will become a fixture on the well site which the GRANTEE will plug pursuant to Section 40D-3.531. F.A.C., and GRANTEE will restore said Easement Area to as good a condition as it was before GRANTEE entered upon it. GRANTEE will complete said removal, plugging, and restoration within sixty days of the date upon which GRANTEE ceases its operations on the Easement Area.
- 11. Should GRANTOR elect to maintain one or more wells for its own use upon abandonment of any well by GRANTEE, the well(s) will remain unplugged and GRANTOR thereafter agrees to assume full responsibility for same.
- 12. The installation and removal of the monitoring well materials as well as restoration of the sites will be done under the supervision of the Managing Agency. Prior to installation of the well(s), GRANTEE shall obtain the written consent of the State of Florida Department of State, Division of Historical Resources.
- 13. The Easement Agreement herein granted is subject to revocation by the GRANTOR if the Easement Area is not utilized for the purposes outlined in this Easement Agreement.
- 14. This Easement Agreement may not be assigned or transferred without prior written approval of GRANTOR.
- 15. This Easement Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified by an instrument of equal formality signed by the respective parties.
- 16. For purposes of this Easement Agreement, all notification shall be provided as follows:

GRANTOR:	GRANTEE:	MANAGING AGENCY:
Department of Environmental Protection Division of State Lands Bureau of Public Land Administration 3900 Commonwealth Blvd, MS130 Tallahassee, FL 32399-3000	Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34604	Department of Agriculture and Consumer Services c/o Alan Davis 3125 Conner Boulevard Tallahassee, FL 32399

- 17. The following special conditions shall apply to this Easement Agreement:
- a. Well construction per well will not exceed one hundred eighty days without the written consent of the Managing Agency.

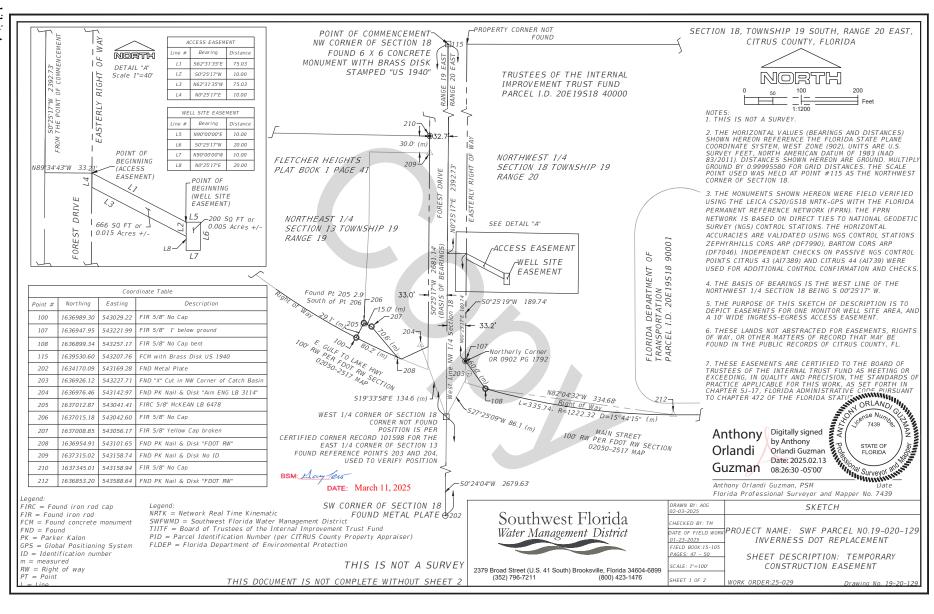
- b. If fencing is needed, GRANTEE shall install and maintain fencing at GRANTEE'S sole cost and expense. Fencing shall not exceed eight feet in height. GRANTEE shall provide to GRANTOR and Managing Agency a set of keys to all fence gates.
- c. GRANTOR or Managing Agency shall not physically disturb the well casings or covers (water meter boxes) in any way without prior approval from GRANTEE.
  - d. Prior to entering the Easement Area, GRANTEE shall contact the Managing Agency.
  - e. GRANTEE'S use of the Easement Area shall not interfere with the operations of the Managing Agency.

[Remainder of page intentionally left blank; Signature page follows]

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

WITNESSES:	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE
Signature:	OF FLORIDA
Printed Name:	BY: Brad Richardson, Chief, Bureau of Public Land
Address: 3800 Commonwealth Blvd	Administration, Division of State Lands, State of Florida Department of Environmental Protection,
Tallahassee, FL 32399 Signature:	as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
Printed Name:	
Address: 3800 Commonwealth Blvd	"GRANTOR"
Tallahassee, FL 32399	
STATE OF FLORIDA COUNTY OF LEON	
this, 20, by	perfore me, by physical presence or online notarization. Brad Richardson, Chief, Bureau of Public Land Administration. Invironmental Protection, as agent for and on behalf of the Board ne State of Florida. He is personally known to me.
Approved Subject to Proper Execution:  BY:  DEP Attorney  Date	Notary Public, State of Florida
DEP Attorney Date	Printed, Typed or Stamped Name
	My Commission Expires:
	Commission/Serial No.

WITNESSES:	SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Signature:	By its Governing Board (SEAL)
Printed Name:	BY:
Address:	John R. Mitten, Chair
	"GRANTEE"
Signature:	
Printed Name:	
Address:	
STATE OFCOUNTY OF	
The foregoing instrument was acknown this day of	wledged before me by means of physical presence or online notarization, 20, by John R. Mitten, as Chair, for and on behalf of the Southwest
Florida Water Management District. He is per as identification.	rsonally known to me or who has produced
	Notary Public, State of Florida
Approved Subject to Proper Execution:	Printed, Typed or Stamped Name
By:	My Commission Expires:
SWFWMD Attorney Date	Commission/Serial No
Approved By:	
Ashley Bell Barnett, Secretary Date	



SECTION 18, TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA

LEGAL DESCRIPTION: PARCEL NO 19-20-129 (WELL SITE EASEMENT)

A PARCEL OF LAND LYING AND BEING IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 18. TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE ALONG AND COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 18, SOUTH 00°25'17" WEST, A DISTANCE OF 2392.73 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89°34'43" EAST, A DISTANCE OF 33.21 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF FOREST DRIVE AND NORTH 00°25'17" EAST, A DISTANCE OF 189.74 FEET FROM THE MOST NORTHERLY CORNER OF THAT PARCEL DESCRIBED AS "PART 1" IN OFFICIAL RECORD BOOK 0902 PAGE 1792, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE SOUTH 62°31'39" EAST, A DISTANCE OF 75.03 FEET FOR A POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°25'17" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.00; THENCE NORTH 00°25'17" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.00; THENCE NORTH 00°25'17" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.00; THENCE NORTH 90°25'17" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.00; THENCE NORTH 90°25'17" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.00; THENCE NORTH 90°25'17" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 10.00; THENCE NORTH 90°00'00" WEST, A DISTANCE 95 10.00; THENCE NORTH 90°00'00" WEST

THE ABOVE DESCRIBED PARCEL CONTAINING 200 SQUARE FEET OR 0.005 ACRES, MORE OR LESS

LEGAL DESCRIPTION: PARCEL NO 19-20-129 (ACCESS EASEMENT)

A PARCEL OF LAND LYING AND BEING IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 18. TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE ALONG AND COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 18, SOUTH 00°25'17" WEST, A DISTANCE OF 2392.73 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89'34'43" EAST, A DISTANCE OF 33.21 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF FOREST DRIVE AND NORTH 00°25'17" EAST, A DISTANCE OF 189.74 FEET FROM THE MOST NORTHERLY CORNER OF THAT PARCEL DESCRIBED AS "PART 1" IN OFFICIAL RECORD BOOK 0902 PAGE 1792, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 62°31'39" EAST, A DISTANCE OF 75.03 FEET; THENCE SOUTH 00°25'17" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 62°31'39" WEST, A DISTANCE 0F 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINING 666 SQUARE FEET OR 0.015 ACRES, MORE OR LESS

THE BEARINGS AS SHOWN HEREIN ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, SOUTH 00°25'17" WEST

See sheet 1 for sketch, notes and signature.

LEGAL DESCRIPTION

Southwest Florida
Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899 (352) 796-7211 (800) 423-1476

CHECKED BY: TM

DATE OF FIELD WORK
01-23-2025
FIELD BOOK:15-105
PAGES: 47 - 50

NOT TO SCALE

SHEET 2 OF 2

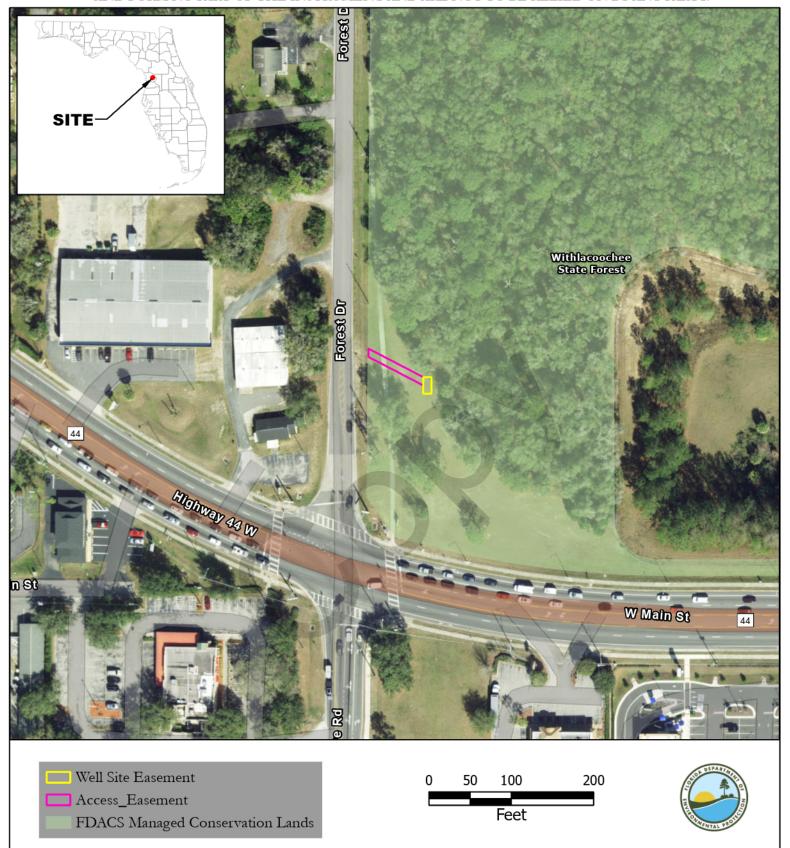
DRAWN BY: AOG 02-03-2025

> PROJECT NAME: SWF PARCEL NO.19-020-129 INVERNESS DOT REPLACEMENT

SHEET DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

THIS IS NOT A SURVEY

# THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.





# SWFWMD Well Monitoring Easement - 33642

Citrus County, Florida

This Easement was prepared by:
Karen Lee Reecy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-300
Action No. 50641

WME1 [ +/- 0.296 acres]

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

# **EASEMENT AGREEMENT**Well Monitoring Site

#### **Easement Number 33643**

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

#### WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of certain real property located in Citrus County, Florida, as more particularly described in Exhibit "A", attached hereto and by reference made a part hereof, which is managed by FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("Managing Agency") under GRANTOR's Lease number 3316; and

WHEREAS, GRANTEE desires to utilize GRANTOR's property only for the purpose of a temporary construction site for the installation, operation and maintainance of a well monitoring well; and

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

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

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

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

2. GRANTOR does hereby grant to GRANTEE a temporary construction easement for a period of one (1) year commencing on \_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_, unless sooner terminated pursuant to the provisions of this easement.

- 3. GRANTOR and Managing Agency retain the right to use the Easement Area in any manner not inconsistent with the rights granted to GRANTEE.
- 4. GRANTEE shall assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE'S respective areas of responsibility under this easement or arising out of GRANTEE'S respective management programs or activities and shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. GRANTEE is responsible for, and to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of GRANTEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- 5. Prior to initial use of the Easement Area by GRANTEE, GRANTEE shall give Managing Agency, at least forty-eight hours notification.
- 6. GRANTEE shall contact the Florida Geological Survey prior to drilling and shall submit well cuttings for the state repository if requested.
- 7. GRANTEE will provide copies of the monitoring results, as they become available, to the Managing Agency.
- 8. GRANTEE shall not allow the general public to access, utilize or go upon the Easement Area.
- 9. Clearing vegetation during installation or removal of the monitoring equipment without the consent and supervision of the Managing Agency is prohibited.
- 10. Upon termination of this Easement Agreement, GRANTEE shall, at GRANTEE'S sole cost and expense, remove all equipment, accessories, and material owned by GRANTEE from the Easement Area. Upon abandonment, each well will

Page 2 of 7 Pages Easement No. 33643 become a fixture on the well site which the GRANTEE will plug pursuant to Section 40D-3.531. F.A.C., and GRANTEE will restore said Easement Area to as good a condition as it was before GRANTEE entered upon it. GRANTEE will complete said removal, plugging, and restoration within sixty days of the date upon which GRANTEE ceases its operations on the Easement Area.

- 11. Should GRANTOR elect to maintain one or more wells for its own use upon abandonment of any well by GRANTEE, the well(s) will remain unplugged and GRANTOR thereafter agrees to assume full responsibility for same.
- 12. The installation and removal of the monitoring well materials as well as restoration of the sites will be done under the supervision of the Managing Agency. Prior to installation of the well(s), GRANTEE shall obtain the written consent of the State of Florida Department of State, Division of Historical Resources.
- 13. The Easement Agreement herein granted is subject to revocation by the GRANTOR if the Easement Area is not utilized for the purposes outlined in this Easement Agreement.
- 14. This Easement Agreement may not be assigned or transferred without prior written approval of GRANTOR.
- 15. This Easement Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified by an instrument of equal formality signed by the respective parties.
- 16. For purposes of this Easement Agreement, all notification shall be provided as follows:

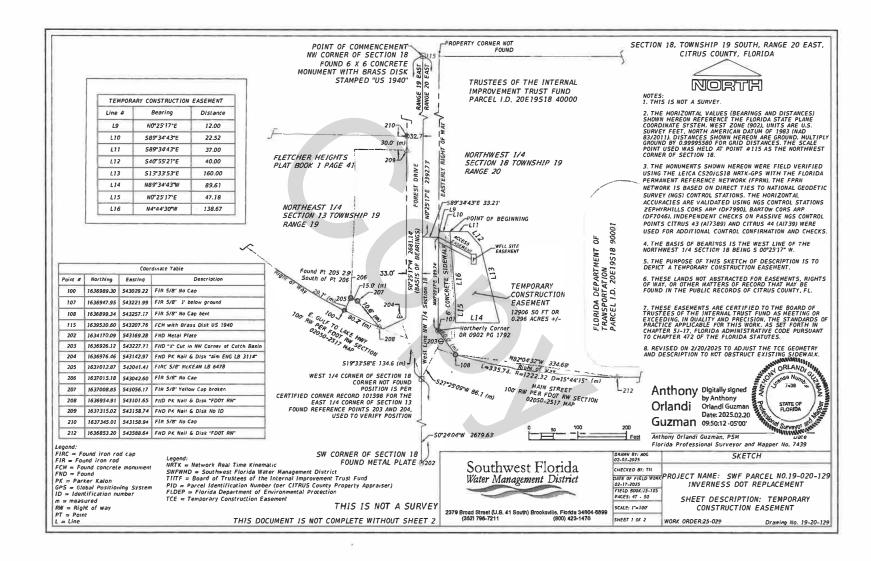
GRANTOR:	GRANTEE:	MANAGING AGENCY:
Department of Environmental Protection Division of State Lands Bureau of Public Land Administration 3900 Commonwealth Blvd, MS130 Tallahassee, FL 32399-3000	Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34604	Department of Agriculture and Consumer Services c/o Alan Davis 3125 Conner Boulevard Tallahassee, FL 32399

- 17. The following special conditions shall apply to this Easement Agreement:
  - a. If fencing is needed, GRANTEE shall install and maintain fencing at GRANTEE'S sole cost and expense. Fencing shall not exceed eight feet in height. GRANTEE shall provide to GRANTOR and Managing Agency a set of keys to all fence gates.
  - b. Prior to entering the Easement Area, GRANTEE shall contact the Managing Agency.
  - c. GRANTEE'S use of the Easement Area shall not interfere with the operations of the Managing Agency.

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

WITNESSES:	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE
Signature:	OF FLORIDA
Printed Name:	BY:
Address: 3800 Commonwealth Blvd	Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection,
Tallahassee, FL 32399 Signature:	as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
Printed Name:	
Address: 3800 Commonwealth Blvd	"GRANTOR"
Tallahassee, FL 32399	
STATE OF FLORIDA COUNTY OF LEON	
this, 20, by	before me, by physical presence or online notarization Brad Richardson, Chief, Bureau of Public Land Administration, Environmental Protection, as agent for and on behalf of the Board the State of Florida. He is personally known to me.
Approved Subject to Proper Execution:  BY: 05-07-2025  DEP Attorney Date	Notary Public, State of Florida
	Printed, Typed or Stamped Name
	My Commission Expires:
	Commission/Serial No

WITNESSES:	DISTRICT	GENIENI
Signature:	By its Governing Board	(SEAL)
Printed Name:	BY: John R. Mitten, Chair	
Address:	John R. Mitten, Chair	
	"GRANTEE"	
Signature:		
Printed Name:		
Address:		
STATE OF		
The foregoing instrument was acknowledged be this day of, 20	fore me by means of physical presence or onling by John R. Mitten, as Chair, for and on behalf of the own to me or who has produced	ne notarization e Southwest
	Notary Public, State of Florida	
Approved Subject to Proper Execution:	Printed, Typed or Stamped Name	<u> </u>
By:	My Commission Expires:	
SWFWMD Attorney Date	Commission/Serial No	
Approved By:		
Ashley Bell Barnett, Secretary Date		



SECTION 18, TOWNSHIP 19 SOUTH, RANGE 20 EAST. CITRUS COUNTY, FLORIDA

LEGAL DESCRIPTION: PARCEL NO 19-20-129 (TEMPORARY CONSTRUCTION EASEMENT)

A PARCEL OF LAND LYING AND BEING IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 18. TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE ALONG AND COINCIDENT WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 18, SOUTH 00°25'17" WEST. A DISTANCE OF 332.7 FEET; THENCE LEAVING SAID WEST LINE. SOUTH 89°34'43" EAST. A DISTANCE OF 332.7 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF FOREST DRIVE AND NORTH 00°25'17" EAST. A DISTANCE OF 189.74 FEET FROM THE MOST NORTHERLY CORNER OF THAT PARCEL DESCRIBED AS "PART 1" IN OFFICIAL RECORD BOOK 0902 PAGE 1792, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA: THENCE ALONG AND COINCIDENT WITH SAID EASTERLY RIGHT OF WAY LINE, NORTH 00°25'17" EAST. A DISTANCE OF 12.00 FEET: THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 89° 34'43" EAST, A DISTANCE OF 252 FEET FOR A POINT OF BEGINNING. THENCE CONTINUE SOUTH 89°34'43" EAST, A DISTANCE OF 37.00 FEET; THENCE SOUTH 40°55'21" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 13°3353" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH 00°25'17" EAST, A DISTANCE OF 47.18 FEET; THENCE NORTH 04°44'30" WEST, A DISTANCE OF 138.67 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINING 12906 SQUARE FEET OR 0.296 ACRES. MORE OR LESS

FDEP
BSM.\_\_viewed Ret. ~
By: SELL \_\_\_\_
Date: 3117/25

THE BEARINGS AS SHOWN HEREIN ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, SOUTH 00°25'17" WEST

See sheet 1 for sketch, notes and signature.

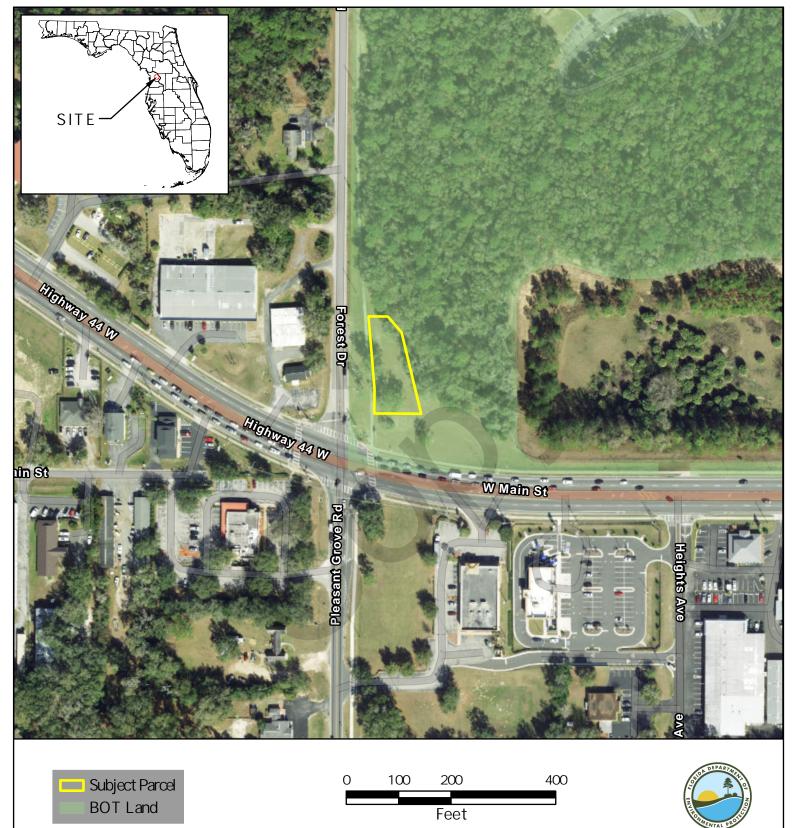
Southwest Florida Water Management District

2379 Broad Street (U.S. 41 South) Brooksville, Florida 34804-8899 (352) 798-7211 (800) 423-1478

THIS IS NOT A SURVEY

THIS DOCUMENT IS NOT COMPLETE WITHOUT SHEET 2

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.





Temporary Construction E asement No. 33643 Citrus County, Florida

#### **CONSENT AGENDA**

#### June 24, 2025

Operations, Lands and Resource Monitoring Committee: Management Agreement with Camp-N-Paddle for Chassahowitzka Campground and Boat Ramp – SWF Parcel No. 15-347-129X (Citrus County)

On November 16, 2022, the District entered into a management agreement (Agreement), Exhibit 1, with Camp-N-Paddle, LLC (Vendor) for the management and operation of recreational facilities at the Chassahowitzka Campground and Boat Ramp (Property). The Agreement, originally set to expire on November 24, 2024, has assisted in ensuring the continued operation and maintenance of the Property.

On October 22, 2024, the Governing Board approved a first temporary extension of the Agreement through December 31, 2024, to accommodate ongoing settlement negotiations with Citrus County regarding pending litigation involving the Property. Subsequently, damage sustained at the Property from Hurricanes Helene and Milton complicated negotiations, necessitating additional time to reach a resolution. The District Governing Board authorized a second extension of the Agreement until January 31, 2025, plus five additional one-month extensions to be executed by the Director of Operations, Lands and Resource Monitoring, as needed to allow for flexibility and continuity of services while negotiations were ongoing. Under its current terms, the Vendor's Agreement will expire on June 30, 2025. On May 27, 2025, Citrus County and the District reached a negotiated settlement agreement. While Citrus County and the District are proceeding with the initial terms and conditions in the settlement agreement, an extension for the Vendor will be required to ensure continued operation and maintenance of the Property.

In light of these developments, the District and the Vendor have agreed to extend the current Agreement through September 30, 2025. This extension will ensure continuity in the management of the Property.

#### Staff Recommendation:

Approve the Third Amendment to the Management Agreement Between the Southwest Florida Water Management District and Camp-N-Paddle LLC.

#### Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

AGREEMENT NO. SWF 15-347-129X

## THIRD AMENDMENT TO AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND CAMP N PADDLE, LLC

This Third Amendment to Agreement (Third Amendment) is entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, (District), having a mailing address of 2379 Broad Street, Brooksville, Florida 33604, and Camp N Paddle, LLC, a Florida limited liability company, having a mailing address of 9820 West Yulee Drive, Homosassa, FL 34448 (Vendor).

#### WITNESSETH:

WHEREAS, the District is the owner in fee simple of certain real property located in Citrus and Hernando Counties, Florida, known as the Chassahowitzka River Project (Project), Chassahowitzka Campground (Campground), and Chassahowitzka Boat Ramp (Boat Ramp), which hereafter may be referred to together as the "Properties"; and

WHEREAS, certain facilities and improvements exist on the Properties (the "Improvements"); and

WHEREAS, the District is authorized by Sections 373.1391 and 373.1401, Florida Statutes, to enter into agreements with other entities to provide for coordinated and cost-effective management of District-owned lands; and

WHEREAS, on November 16, 2022, the District and the Vendor entered into an agreement for the management and operation of the Campground and Boat Ramp (Agreement); and

WHEREAS, on October 22, 2024, the District and Vendor entered into a First Amendment of the Agreement to extend the expiration date until December 31, 2024; and

WHEREAS, the District and Vendor executed a Second Amendment and have had monthly extensions thereof ending June 30, 2025; and

WHEREAS, the District and the Vendor desire to extend the expiration date of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, the District and the Vendor hereby agree to amend the Agreement as follows:

1. Paragraph 2. TERM. shall be amended to read "This Agreement shall be effective

on the date of execution by all parties and shall continue in effect until September 30, 2025, unless and until terminated by either of the parties by notifying the other party in writing at least thirty (30) days prior to termination."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

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

MANAGEMENT DISTRICT
By: John Mitten, Chair
Date
CAMP N PADDLE, LLC
By: Elaine Moore, President
Date

SOUTHWEST FLORIDA WATER

# **CONSENT AGENDA**

# June 24, 2025

## **Executive Director's Report: Approve Governing Board Minutes – May 20, 2025**

## Staff Recommendation:

Approve minutes as presented.

#### Presenter:

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



# GOVERNING BOARD MEETING TUESDAY, MAY 20, 2025 – 9:00 A.M. 7601 U.S. HIGHWAY 301 NORTH, TAMPA, FLORIDA 33637 (813) 985-7481

Board Members Present
Michelle Williamson, Chair
John Mitten, Vice Chair\*
Jack Bispham, Secretary
Ashley Bell Barnett, Treasurer
Ed Armstrong, Member
Kelly Rice, Member
John Hall, Member
Dustin Rowland, Member
James Holton, Member
Robert Stern, Member\*
Nancy H. Watkins, Member
Josh Gamblin, Member

\*Attended via Electronic Media

#### Staff Members

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

Board Administrative Support
Virginia Singer, Manager
Lori Manuel, Administrative Coordinator

## 1. Convene Public Meeting

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting on May 20 at 9:00 a.m., at the Tampa Office at 7601 U.S. Highway 301 North, Tampa, Florida 33637. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

#### 1.1 Call to Order

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

#### 1.2 Invocation and Pledge of Allegiance

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

#### 1.4 Employee Recognition

None were presented.

#### 1.5 Additions/Deletions to Agenda

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

#### 1.6 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddis, Jr., spoke regarding water jurisdictions.

#### **Consent Agenda**

#### **Finance/Outreach and Planning Committee**

#### 2.1 Water Reuse Week Proclamation

Staff recommended the Board approve and execute Resolution No. 25-04 declaring May 18-24, 2025, as "Water Reuse Week."

#### **Operations, Lands and Resource Monitoring Committee**

# 2.2 <u>Right of First Refusal – Bronson Conservation Easement, SWF Parcel No. 10-200-1100Cb</u> (Lake County) Regulation Committee

Staff recommended the Board:

- Decline the Right of First Refusal to purchase the remainder fee interest over SWF Parcel No. 10-200-1100Cb encumbered by a District Perpetual Conservation Easement.
- Authorize the Executive Director to execute the necessary documents to decline the Right of First Refusal on SWF Parcel 10-200-1100Cb.

#### **Regulation Committee**

# 2.3 <u>Water Use Permit No. 20 001512.016, Charlotte Harbor Water Association / CHWA Public Water Supply (Charlotte County)</u>

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

# 2.4 <u>Water Use Permit No. 20 003216.013, T & T Environmental, LLC/Desoto Groves (Desoto County)</u>

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

# 2.5 <u>Water Use Permit No. 20 005893.014, Town of Dundee/Town of Dundee Public Supply (Polk County)</u>

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

# 2.6 <u>Water Use Permit No. 20 006409.009, Cameron High Grove, LLC/High Grove (Highlands County)</u>

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

# 2.7 <u>Water Use Permit No. 20 006624.011, City of Lake Alfred/City of Lake Alfred Public Supply (Polk County)</u>

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

#### **General Counsel's Report**

### 2.8 <u>Amendment and Partial Release of Conservation Easement – Environmental Resource</u> Permit Application No. 887884 – McIntosh Parcel (Polk County)

Staff recommended the Board approve, accept, and execute the attached Amendment and Partial Release of Conservation Easement and Quit Claim Deed for the McIntosh Parcel.

# 2.9 <u>Authorization to Initiate Litigation – Tsala Apopka Golf Course Control Structure Project</u> (C680)

Staff recommended the Board authorize the Office of General Counsel to initiate litigation against Metalizing Technical Services, LLC (Contractor) and any necessary part.

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

#### 2.10 Approve Governing Board Workshop Minutes - March 25, 2025

Staff recommended the Board approve minutes as presented.

#### 2.11 Approve Governing Board Minutes – April 22, 2025

Staff recommended the Board approve minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio -00:11:26)

#### Finance/Outreach & Planning Committee

Treasurer Ashley Bell Barnett called the committee to order.

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

#### 3.2 <u>Legislative Update</u>

Ms. Amber Smith, Senior Government and Community Affairs Regional Manager, presented an overview of the 2025 Legislative Session. She stated the regular session convened on March 4 and ended on May 2. However, the budget was not finalized. Ms. Smith stated both chambers are continuing budget discussions. Ms. Smith stated 1,952 bills were filed and 255 bills passed both chambers. She provided a summary of bills that passed. These included Mitigation Banks, Administrative Procedures, State Land Management and State Emergency Management. Ms. Smith provided an overview the bills that did not pass. She provided an update regarding the House Select Committee that will meet during the summer to draft a bill for the 2026 session addressing property tax relief.

Ms. Smith congratulated the Governing Board members who were successfully confirmed.

This was for information only. No action was required.

#### 3.3 Budget Transfer Report

This was for information only. No action was required.

#### **Resource Management Committee**

Board Member Dustin Rowland called the committee to order.

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

#### 4.2 2025 Regional Water Supply Plan

Mr. Ryan Pearson, Water Supply Supervisor, presented an overview of the public draft of the 2025 Regional Water Supply Plan (RWSP). He stated the RWSP is statutorily mandated and is included in the District's Strategic Plan. Mr. Pearson stated the RWSP assesses projected water demands and potential sources of water to meet those demands. He stated the RWSP will cover 2025 through 2045. Mr. Pearson outlined the RWSP process and the five key

components in the RWSP. Mr. Pearson proceeded to discuss these five components, including an overview of resource protection criteria, a summary of demand estimates and projections through 2045, an evaluation of potential water sources, water supply and resource development projects, including project options and projects already under development, and mechanisms to fund those projects. Mr. Pearson then provided the RWSP schedule, stating a request to approve the final 2025 RWSP will be brought to the Governing Board in December 2025 following the public comment period.

Chair Williamson asked if the Tampa Bay Water (TBW) desalinization (desal) facility project option representing two percent of potential source availability would require expansion of the existing facility or would a new facility be required. Mr. Warren Hogg, Tampa Bay Water, responded that they've identified expansion of desalination with either seawater or brackish groundwater, separate from their recent facility renovations. Mr. Hogg indicated there is additional space available in the current building. However, staff are still evaluating options.

Treasurer Ashley Bell Barnett asked about the number of operating pipeline connections associated with the Tampa Electric Company (TECO) and whether there are future opportunities to expand upon these connections. Mr. Hogg explained the different tunnel connections currently between TBW and TECO that have a high assurance of delivering seawater. Mr. Hogg added that TBW discharges brine back into these tunnels, so it mixes with water from the cooling plant before discharging to Tampa Bay, which is why no salinity changes are seen at the mouth of the discharge canal. Mr. Hogg confirmed that TBW continues to partner with TECO on their construction and renovation projects.

This was for information only. No action was required.

## 4.3 2024 District-wide Seagrass Mapping Results (W331/B017)

Dr. Chris Anastasiou, Ph.D., presented information that included the importance of seagrass, the mapping process, and gains and losses of seagrass prior to the 2024 hurricane season for the Spring Coast areas and Suncoast estuaries. He explained why seagrass is mapped and provided historical information. Dr. Anastasiou stated that the District is recognized as a leader in the mapping of seagrass. He summarized the three elements of seagrass mapping, this includes image acquisition, photointerpretation and field verification. Dr. Anastasiou stated that seagrass can be an indicator of the health of an estuary. He responded to questions.

A Request to Speak card was received for this item.

Mr. David Ballard Geddis, Jr., asked if infrared technology can provide adequate distinction when mapping submerged areas. Dr. Anastasiou explained that infrared does not penetrate the water column and therefore is not effective for benthic mapping. He explained that there are other technologies like hyperspectral sensors but are cost prohibitive at the landscape scale at which the District maps seagrass.

This was for information only. No action was required.

# **Operations, Lands and Resource Monitoring Committee**Board Member Robert Stern called the committee to order.

#### 5.1 Consent Item(s) Moved to Discussion – None

#### **Regulation Committee**

Board Member James Holton called the committee to order.

#### 6.1 Consent Item(s) Moved to Discussion – None

#### 6.2 Denials Referred to the Governing Board

None were presented.

#### **General Counsel's Report**

#### 7.1 Consent Item(s) Moved to Discussion – None

Mr. Chris Tumminia provided an update regarding the Board's approval at the February meeting to allow Office of General Counsel to intervene in DOAH Case No. 25-000274RP rule challenge, Florida Springs Council, Inc. v. Florida Department of Environmental Protection. He stated that the administrative law judge ruled in the District's favor. Mr. Tumminia commended Ms. Elizabeth Fernandez, Deputy General Counsel and Mr. Andrew Thornquest, Senior General Counsel, for their efforts in getting this accomplished.

#### 7.2 Affirm Governing Board Committee Actions

No committee actions were taken. No vote was required.

#### **Committee/Liaison Reports**

#### 8.1 Environmental Advisory Committee

A written summary of the April 8 meeting was provided.

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

#### 9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, stated that the District was recognized in the Journal of Dam Safety for its risk-based asset management program. This was a result of a recommendation from the State Dam Safety Officer, Ms. Tracey Woods, that the District be acknowledged.

Mr. Armstrong stated the District received an award at the Governor's Hurricane Conference for public information. This District was recognized for innovative and effective ways residents were kept informed during Hurricane Milton.

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

## 10.1 Chair's Report

Chair Williamson provided an overview of her tenure as Chair including recent successes, ongoing activities, and future challenges. Chair Williamson congratulated the incoming officers. Board Member Ed Armstrong recognized Chair Williamson for her leadership.

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

Chair Williamson stated the next scheduled Board meeting is on Tuesday, June 24 at 9:00 a.m., in the Brooksville office.

#### 10.2 Employee Milestones

A written summary was provided.

#### Adjournment

The meeting was adjourned at 10:32 a.m.

# Governing Board Meeting June 24, 2025

3.	FINANCE/OUTREACH & PLANNING COMMITTEE	
3.1	Discussion: Consent Item(s) Moved to Discussion	. 89
3.2	Discussion: Action Item: Recommend Annual Service Budget for Fiscal Year 2026	. 90
3.3	Discussion: Information Item: Knowledge Management: Advisory Committee Policies	. 92
3 4	Submit & File: Information Item: Rudget Transfer Report	126

# FINANCE/OUTREACH AND PLANNING COMMITTEE June 24, 2025

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

#### Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division Michelle Weaver, P.E., Division Director, Employee, Outreach and General Services Division

# FINANCE/OUTREACH AND PLANNING COMMITTEE June 24, 2025

#### Discussion: Action Item: Recommended Annual Service Budget for Fiscal Year 2026

#### **Purpose**

Submit fiscal year (FY) 2026 Recommended Annual Service Budget (proposed budget) for consideration by the Governing Board as required by statute and authorize staff to prepare the *Tentative Budget Submission* based on the proposed budget, adjusted for any modifications made by the Governing Board on June 24, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, and any additional funding provided by the state.

#### 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 24, staff will present the proposed 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, 2025.

#### Discussion

Staff will provide an overview of the proposed FY2026 budget, including a review of revenues and expenditures in comparison to the FY2025 adopted budget. Revenues will be reviewed by source and expenditures will be reviewed by category, program, and area of responsibility. The proposed 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 22 Governing Board meeting, staff will present the 16 county property appraisers' certifications of taxable value and the proposed FY2026 millage rate in compliance with Sections 373.503(4) and 200.065, F.S. The Governing Board will be requested to adopt the proposed FY2026 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 FY2026 to the EOG, Florida Legislature, and other parties, as required by statute, to be received by August 1, 2025.

The District's FY2026 final millage rate and budget will be adopted in September following two public budget hearings. The first hearing is scheduled for September 9, 2025, 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 23, 2025, at 5:01 p.m. also at the Tampa Office.

An exhibit of the proposed budget will be provided separately.

#### **Staff Recommendation:**

Authorize staff to prepare the *Tentative Budget Submission* for FY2026 based on the proposed budget as presented, adjusted for any modifications made by the Governing Board on June 24, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, and any additional funding provided by the state.

#### Presenters:

Brandon Baldwin, Division Director, Business & IT Services Division
Jennette Seachrist, Division Director, Resource Management Division
Brian Starford, Division Director, Operations, Lands & Resource Monitoring
Division Michelle Hopkins, Division Director, Regulation Division
Michelle Weaver, Division Director, Employee, Outreach & General Services Division

## FINANCE/OUTREACH AND PLANNING COMMITTEE

### June 24, 2025

<u>Discussion: Information Item: Knowledge Management: Advisory Committee Policies</u>

#### **Purpose**

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

#### Background/History

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

The Governing Board created the Advisory Committees to give professional and technical input into District programs and activities. In addition, representatives of member organizations who serve on the committees function as liaisons with the District and also act as an education extension of the District by helping to disseminate information.

The District has four Advisory Committees: the Agricultural and Green Industry Advisory Committee, the Environmental Advisory Committee, the Industrial Advisory Committee, and the Public Supply Advisory Committee. All of the policies were updated to the latest Knowledge Management template and the lists of member organizations were updated.

Additionally, the Industrial Advisory Committee has been renamed the Industrial, Commercial & Institutional Advisory Committee (ICIAC) to reflect the expansion of the committee. This expansion was presented and approved by the Governing Board in October 2023. The ICIAC was expanded in 2024 from seven industrial users to 12 members representing the industrial, commercial and institutional sectors. The goal of the expansion was to reach a broader spectrum of water users and increase attendance, engagement and water use efficiency. The revised policy reflects the new name of the committee and the five new member organizations.

#### **Benefits**

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

#### Staff Recommendation:

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

#### Presenter:

Robyn Felix, Bureau Chief, Communications & Board Services Bureau

# **DRAFT**

## **GOVERNING BOARD POLICY**

Southwest Florida Water Management District

Title: Agricultural and Green Industry Advisory Committee

**Document Owner:** Communications and Board Services

**Bureau Chief** 

Approved By: Board Chair Effective Date: MM/DD/YYYY

**Supersedes:** 02/26/2019

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#### **PURPOSE**

The purpose of this policy is to establish the Agricultural and Green Industry Advisory Committee (AGIAC) to the Southwest Florida Water Management District (District), and to set forth the purpose, activities and membership guidelines of the AGIAC.

The District Governing Board has established this Advisory Committee for the purpose of obtaining input on District programs, projects and related resource management issues. The Governing Board recognizes and appreciates the significant commitment of the organizations and individuals who agree to serve on this Committee. This Advisory Committee is a valuable resource to the District and the input it provides helps to ensure the District is meeting its responsibilities in an effective and efficient manner.

The District has a 13-member Governing Board composed of gubernatorial appointees. The Board appointees are citizens from throughout the District representing the numerous and varied interests which exist. These Governing Board appointees are the policy makers of the District and ensure that the District achieves its statutory responsibilities. It is the intent of these Board members that the Advisory Committees not be engaged in policymaking but continue in the mission of providing valuable feedback and advice on issues that are determined by Board members to be directly related to the District's statutory responsibilities.

It is in recognition of staff's ongoing obligations to the Governing Board that this Advisory Committee is established. District staff is charged with providing administrative support to the Committee, including developing and posting meeting notices and agendas, making

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arrangements for meeting facilities, recording meetings and providing meeting summaries, monitoring membership and officer terms, and performing other related administrative matters.

#### **SCOPE**

The purpose of the AGIAC is to provide professional and technical input into District programs and activities including regulatory programs, rule revisions, water conservation activities, water resource planning, water resource and supply development projects, research and other water resource management projects that relate to the agricultural and green industries. Subject matter considered by the AGIAC shall relate to the statutory duties and responsibilities of the District. AGIAC member representatives serve as liaisons with the District, maintaining communication with other members of their organizations and conveying input from the organization to the AGIAC. In addition, the AGIAC acts as an education extension of the District by helping to disseminate information and by advising and assisting the District in education programs and projects. A function of the AGIAC shall be to provide two-way communication between the District and the agricultural and green industries.

#### **AUTHORITY**

Chapter 373, Florida Statutes

#### **DEFINITIONS**

N/A

#### **STANDARDS**

Section 286.011, Florida Statutes (Government-in-the-Sunshine Law) Robert's Rules of Order Newly Revised

#### **POLICY**

Membership will consist of representatives of agricultural and green industry commodity groups; professional associations, educational agencies and civic organizations which are involved in agriculture, outdoor landscaping or irrigation chosen on the basis of whether they are prevalent within the District. Member organizations will be selected by the Executive Director at the recommendation of the Governing Board, designated District staff or from nominations by other member organizations. The chair of the AGIAC may also recommend new members to the District. Each AGIAC member organization shall designate a primary representative. Alternates may also be designated to represent their organization in the absence of the primary member. The alternate representative shall have full voting rights in the absence of the primary. AGIAC member representatives shall be designated as authorized travelers of the District.

The organizations listed below are examples of AGIAC member organizations. This list may be supplemented or revised as deemed appropriate by the District to achieve optimal representation of the agricultural and green industries:

City of Tampa Parks and Recreation Division

Florida Cattlemen's Association

Florida Citrus Mutual

Florida Farm Bureau Federation

Florida Forestry Association

Florida Fruit and Vegetable Association

Florida Golf Course Superintendent's

Association

Florida Irrigation Society

Florida Nursery, Growers and Landscape

Association

Florida Strawberry Growers Association

Florida Tropical Fish Farms Association

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Florida Turfgrass Association

Hillsborough Soil & Water Conservation

District

On Top of the World Utilities/CSW Mgmt.,

Inc

Turfgrass Producers of Florida

UF/IFAS Extension Service Hillsborough

County

University of Florida – Institute of Food and Agricultural Sciences Extension (UF/IFAS)

#### TERMS OF MEMBERSHIP

AGIAC member representatives serve three-year terms. Multiple terms may be served with the approval of the member organizations and the District. If an organization's representative misses three consecutive meetings without prior notice to the District, the District shall request the member organization select a representative who is better able to attend meetings. The Executive Director or his/her designee can remove a membership or a member representative from the Committee for nonparticipation.

#### **OFFICERS AND DUTIES**

The AGIAC will elect a chair and vice chair who will serve two-year terms of office and may be elected to those positions a maximum of two consecutive times. Election shall be by majority vote.

The chair shall be responsible for assisting the District staff in establishing meeting agendas, in soliciting input from AGIAC members, for chairing AGIAC meetings, for establishing subcommittees as may be appropriate, and for representing the AGIAC when necessary. The vice chair shall serve as chair in the chair's absence.

#### **MEETINGS**

Meetings of the AGIAC will be held, at a minimum, quarterly or as authorized by the Executive Director or his/her designee. The chair of the AGIAC may request that special meetings be held. Notices of AGIAC meetings will be emailed in advance of the meetings by the District to members and interested persons and posted on the District's web calendar. The AGIAC's meetings will be recorded by the District staff. Abbreviated meeting summaries will be provided to the AGIAC members. Topics for discussion at AGIAC meetings will be focused on priorities set by the Governing Board and limited to issues specific to those priorities. Other topics may be proposed by the AGIAC which shall be placed on the agenda for discussion; however, requests of staff requiring more than routine support will be subject to approval by the Executive Director or his designee. All determinations of the AGIAC shall be by majority vote of the members present (no quorum requirement). Requested input from the AGIAC to the District will be reported to the Governing Board when requested by the AGIAC or when otherwise deemed appropriate. Such reports may be presented by the Governing Board liaison, AGIAC chair, other AGIAC members designated by the chair or selected by the AGIAC, or by District staff. Meetings shall be conducted in accordance with "Robert's Rules of Order Newly Revised," unless specified otherwise by law or this policy. The AGIAC is subject to the Government-in-the-Sunshine Law and all other applicable laws and regulations.

#### DISTRIBUTION

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

#### **REFERENCES**

Section 286.011, Florida Statutes (Government in the Sunshine Law) Robert's Rules of Order Newly Revised

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## **REVIEW PERIOD**

This Policy will be reviewed every three years.



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**Effective Date: MM/DD/YYYY** 

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## **DOCUMENT DETAILS**

Document Name	Agricultural and Green Industry Advisory Committee
Formerly Known As	N/A
Document Type	Policy
Author(s)	Board and Executive Services Manager
Reviewing Stakeholder(s)	Office of General Counsel, Inspector General
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1,095
Span of Control	Governing Board
Supersedes Date	02/26/2019
Effective Date	MM/DD/YYYY

APPROVAL	
John R. Mitten Chair	Date

## **BOARD POLICY**

Southwest Florida Water Management District

## Title: Agricultural and Green Industry Advisory Committee

**Document Owner:** Robyn Felix, Communications and Board

Services Bureau Chief

Approved By: Jeffrey M. Adams, Chair

**Effective Date:** 2/26/2019

Last Review Date: 4/24/2012

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#### **PURPOSE**

The purpose of this policy is to establish the Agricultural and Green Industry Advisory Committee (AGIAC) to the Southwest Florida Water Management District, and to set forth the purpose, activities and membership guidelines of the AGIAC.

The District Governing Board has established this Advisory Committee for the purpose of obtaining input on District programs, projects and related resource management issues. The Governing Board recognizes and appreciates the significant commitment of the organizations and individuals who agree to serve on this Committee. This Advisory Committee is a valuable resource to the District and the input it provides helps to ensure the District is meeting its responsibilities in an effective and efficient manner.

The District has a <u>13teen</u>-member Governing Board composed of gubernatorial appointees. The Board appointees are citizens from throughout the District representing the numerous and varied interests which exist. These Governing Board appointees are the policy makers of the District and ensure that the District achieves its statutory responsibilities. It is the intent of these Board members that the Advisory Committees not be engaged in policymaking but continue in the mission of providing valuable feedback and advice on issues that are determined by Board members to be directly related to the District's statutory responsibilities.

It is in recognition of staff's ongoing obligations to the Governing Board that this Advisory Committee is established. District staff is charged with providing administrative support to the Committee, including developing and posting meeting notices and agendas, making arrangements for meeting facilities, recording meetings and providing meeting summaries, monitoring membership and officer terms, and performing other related administrative matters.

#### **SCOPE**

The purpose of the AGIAC is to provide professional and technical input into District programs and activities including regulatory programs, rule revisions, water conservation activities, water resource planning, water resource and supply development projects, research and other water resource management projects that relate to the agricultural and green industries. Subject matter considered by the AGIAC shall relate to the statutory duties and responsibilities of the District. AGIAC member representatives serve as liaisons with the District, maintaining communication with other members of their organizations and conveying input from the organization to the AGIAC. In addition, the AGIAC acts as an education extension of the District by helping to disseminate information and by advising and assisting the District in education programs and projects. A function of the AGIAC shall be to provide two-way communication between the District and the agricultural and green industries.

#### **AUTHORITY**

Chapter 373, Florida Statutes

#### **DEFINITIONS**

N/A

#### **STANDARDS**

Membership will consist of representatives of agricultural and green industry commodity groups; professional associations, educational agencies and civic organizations which are involved in agriculture, outdoor landscaping or irrigation chosen on the basis of whether they are prevalent within the District. Member organizations will be selected by the Executive Director at the recommendation of the Governing Board, designated District staff or from nominations by other member organizations. The Chair of the AGIAC may also recommend new members to the District. Each AGIAC member organization shall designate a primary representative. Alternates may also be designated to represent their organization in the ababsence of rthe primary member. The alternate representatives and shall have full voting rights in the absence of the primary. ntative. AGIAC member representatives shall be designated as authorized travelers of the District.

The organizations listed below are examples of AGIAC member organizations. This list may be supplemented or revised as deemed appropriate by the District to achieve optimal representation of the agricultural and green industries:

Florida Cattlemen's Association

Florida Citrus Mutual

Florida Citrus Production Managers Association

Florida Farm Bureau Federation

Florida Fruit and Vegetable Association

Florida Irrigation Society

Florida Nursery, Growers and Landscape Association

Florida Strawberry Growers Association

Florida Tropical Fish Farms Association

Florida Turfgrass Association

Peace River Valley Citrus Growers Association

Tampa Bay Wholesale Growers

Florida Forestry Association

Florida Sod Growers Cooperative

American Society of Landscape Architects

**Associated Landscape Contractors of America** 

Florida Cemetery, Cremation & Funeral Association

Florida Golf Course Superintendent's Association

Florida Native Plant Society

Florida Recreation and Parks Association

**Landscape Management Association** 

Turfgrass Producers of Florida

University of Florida - Institute of Food & Agricultural Sciences (UF/IFAS)

Nicholas Landscape Architecture, Incorporated

City of Tampa Parks and Recreation Division

On Top of the World Utilities/CSW Mgmt., Inc.

UF/IFAS Extension Hillsborough County

Hillsborough Soil & Water Conservation District

#### **TERMS OF MEMBERSHIP**

AGIAC member representatives serve three-year terms. Multiple terms may be served with the approval of the member organization and the District. If an organization's representative misses three consecutive meetings without prior notice to the District, the District shall request the member organization select a representative who is better able to attend meetings. —The Eexecutive Director or his/her designee can remove a membership or a member representative from the committee for nonparticipation.

#### **OFFICERS AND DUTIES**

The AGIAC will elect a chair and vice\_-chair who will serve two-year terms of office. and may be elected to those positions a maximum of two consecutive times. Election shall be by majority vote.

The chair shall be responsible for assisting the District staff in establishing meeting agendas, in soliciting input from AGIAC members, for chairing AGIAC meetings, for establishing subcommittees as may be appropriate, and for representing the AGIAC when necessary. The vice -chair shall serve as chair in the chair's absence.

#### **POLICY**

Meetings of the AGIAC will be held, at a minimum, quarterly or as authorized by the Executive Director or his/her designee. The Chair of the AGIAC may request that special meetings be held. Notices of AGIAC meetings will be mailed in advance of the meetings by the District to members and interested persons and posted on the District's web calendar. The AGIAC's meetings will be recorded by the District staff. Abbreviated meeting summaries will be provided to the AGIAC members. Topics for discussion at AGIAC meetings will be focused on priorities set by the Governing Board and limited to issues specific to those priorities. Other topics may be proposed by the AGIAC which shall be placed on the agenda for discussion; however, requests of staff requiring more than routine support will be subject to approval by the Executive Director or his designee. All determinations of the AGIAC shall be by majority vote of the members present (no quorum requirement). Requested input from the AGIAC to the District will be reported to the Governing Board when requested by the AGIAC or when otherwise deemed appropriate. Such reports may be presented by the Governing Board Liaison, AGIAC chair, other AGIAC members designated by the chair or selected by the AGIAC, or by District staff. Meetings shall be conducted

in accordance with Robert's "Rules of Order" as described in Robert's "Rules of Order Newly Revised," or this policy. The AGIAC is subject to the Government-in-the-Sunshine Law and all other applicable laws and regulations.

#### **DISTRIBUTION**

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

#### **REFERENCES**

Section 286.011, Florida Statutes (Government-in-the-Sunshine Law) Rules of Order Newly Revised-orally enry obert6)

#### **PERIODIC REVIEW**

This policy will be reviewed every three years.

# **DRAFT**

## **GOVERNING BOARD POLICY**

Southwest Florida Water Management District

**Title: Environmental Advisory Committee** 

**Document Owner:** Communications and Board Services

**Bureau Chief** 

Approved By: Board Chair Effective Date: MM/DD/YYYY

**Supersedes:** 02/26/2019

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#### **PURPOSE**

The purpose of this policy is to establish the Environmental Advisory Committee (EAC) to the Southwest Florida Water Management District (District), and to set forth the purpose, activities and membership guidelines of the EAC.

The District Governing Board has established this Advisory Committee for the purpose of obtaining input on District programs, projects and related resource management issues. The Governing Board recognizes and appreciates the significant commitment of the organizations and individuals who agree to serve on this Committee. This Advisory Committee is a valuable resource to the District and the input it provides helps to ensure the District is meeting its responsibilities in an effective and efficient manner.

The District has a 13-member Governing Board composed of gubernatorial appointees. The Board appointees are citizens from throughout the District representing the numerous and varied interests which exist. These Governing Board appointees are the policy makers of the District and ensure that the District achieves its statutory responsibilities. It is the intent of these Board members that the Advisory Committees not be engaged in policymaking but continue in the mission of providing valuable feedback and advice on issues that are determined by Board members to be directly related to the District's statutory responsibilities.

It is in recognition of staff's ongoing obligations to the Governing Board that this Advisory Committee is established. District staff is charged with providing administrative support to the

**Title: Environmental Advisory Committee** 

Effective Date: MM/DD/YYYY

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Committee, including developing and posting meeting notices and agendas, making arrangements for meeting facilities, recording meetings and providing meeting summaries, monitoring membership and officer terms, and performing other related administrative matters.

#### SCOPE

The purpose of the EAC is to provide professional and technical input into District programs and activities including regulatory programs, rule revisions, water conservation activities, water resource planning, water resource and supply development projects, research and other water resource management projects that relate to the environment. Subject matter considered by the EAC shall relate to the statutory duties and responsibilities of the District. EAC member representatives serve as liaisons with the District, maintaining communication with other members of their organizations and conveying input from the organization to the EAC. In addition, the EAC acts as an education extension of the District by helping to disseminate information and by advising and assisting the District in education programs and projects. A function of the EAC shall be to provide two-way communication between the District and the environmental community.

#### **AUTHORITY**

Chapter 373, Florida Statutes

#### **DEFINITIONS**

N/A

#### **STANDARDS**

Section 286.011, Florida Statutes (Government-in-the-Sunshine Law) Robert's Rules of Order Newly Revised

#### **POLICY**

Membership will consist of representatives of groups concerned in protecting the environment. These representatives are chosen based on their active interest in the environmental issues of the area. Member organizations will be selected by the Executive Director at the recommendation of the Governing Board, designated District staff or from nominations by other member organizations. The chair of the EAC may also recommend new members to the District. Each EAC member organization shall designate a primary representative. Alternates may also be designated to represent their organizations in the absence of the primary member. The alternate representative shall have full voting rights in the absence of the primary. EAC member representatives shall be designated as authorized travelers of the District.

The organizations listed below are examples of EAC member organizations. This list may be supplemented or revised as deemed appropriate by the District to achieve optimal representation of the environmental community:

Coastal and Heartland National Estuary
Partnership
Environmental Confederation of Southwest
Florida
Florida Trail Association - Suncoast and
Heartland Chapters
Manatee Chamber of Commerce

The Ocala Metro Chamber & Economic Partnership Sarasota Bay Estuary Program Save the Homosassa River Alliance Sierra Club - Tampa Bay Group St. Petersburg Audubon Society Tampa Bay Estuary Program

**Title: Environmental Advisory Committee** 

**Effective Date: MM/DD/YYYY** 

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#### TERMS OF MEMBERSHIP

EAC member representatives serve three-year terms. Multiple terms may be served with the approval of the member organization and the District. If an organization's representative misses three consecutive meetings without prior notice to the District, the District shall request the member organization select a representative who is better able to attend meetings. The Executive Director or his/her designee can remove a membership or a member representative from the committee for nonparticipation.

#### **OFFICERS AND DUTIES**

The EAC will elect a chair and vice chair who will serve two-year terms of office and may be elected to those positions a maximum of two consecutive times. Election shall be by majority vote.

The chair shall be responsible for assisting the District staff in establishing meeting agendas, in soliciting input from EAC members, for chairing EAC meetings, for establishing subcommittees as may be appropriate, and for representing the EAC when necessary. The vice chair shall serve as chair in the chair's absence.

#### **MEETINGS**

Meetings of the EAC will be held, at a minimum, quarterly or as authorized by the Executive Director or his/her designee. The chair of the EAC may request that special meetings be held. Notices of EAC meetings will be emailed in advance of the meetings by the District to members and interested persons and posted on the District's web calendar. The EAC's meetings will be recorded by the District staff. Abbreviated meeting summaries will be provided to the EAC members. Topics for discussion at EAC meetings will be focused on priorities set by the Governing Board and limited to issues specific to those priorities. Other topics may be proposed by the EAC which shall be placed on the agenda for discussion; however, requests of staff requiring more than routine support will be subject to approval by the Executive Director or his designee. All determinations of the EAC shall be by majority vote of the members present (no quorum requirement). Requested input from the EAC to the District will be reported to the Governing Board when requested by the EAC or when otherwise deemed appropriate. Such reports may be presented by the Governing Board liaison, EAC chair, other EAC members designated by the chair or selected by the EAC, or by District staff. Meetings shall be conducted in accordance with "Robert's Rules of Order Newly Revised," unless specified otherwise by law or this Policy. The EAC is subject to the Government-in-the-Sunshine Law and all other applicable laws and regulations.

#### **DISTRIBUTION**

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

#### **REFERENCES**

Section 286.011, Florida Statutes (Government in the Sunshine Law) Robert's Rules of Order Newly Revised

#### **REVIEW PERIOD**

This Policy will be reviewed every three years.

**Title: Environmental Advisory Committee** 

Effective Date: MM/DD/YYYY

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# **DOCUMENT DETAILS**

Document Name	Environmental Advisory Committee
Formerly Known As	N/A
Document Type	Policy
Author(s)	Board and Executive Services Manager
Reviewing Stakeholder(s)	Office of General Counsel, Inspector General
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1,095
Span of Control	Governing Board
Supersedes Date	02/26/2019
Effective Date	MM/DD/YYYY

APPROVAL	
John R. Mitten Chair	Date

# **BOARD POLICY**

Southwest Florida Water Management District

**Title: Environmental Advisory Committee** 

**Document Owner:** Robyn Felix, Communications and Board

Services Bureau Chief

**Approved By:** Jeffrey M. Adams, Chair

**Effective Date:** 2/26/2019

Last Review Date: 4/24/2012

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#### **PURPOSE**

The purpose of this policy is to establish the Environmental Advisory Committee (EAC) to the Southwest Florida Water Management District, and to set forth the purpose, activities and membership guidelines of the EAC.

The District Governing Board has established this Advisory Committee for the purpose of obtaining input on District programs, projects and related resource management issues. The Governing Board recognizes and appreciates the significant commitment of the organizations and individuals who agree to serve on this Committee. This Advisory Committee is a valuable resource to the District and the input it provides helps to ensure the District is meeting its responsibilities in an effective and efficient manner.

The District has a 13een-member Governing Board composed of gubernatorial appointees. The Board appointees are citizens from throughout the District representing the numerous and varied interests which exist. These Governing Board appointees are the policy makers of the District and ensure that the District achieves its statutory responsibilities. It is the intent of these Board members that the advisory committees not be engaged in policymaking but continue in the mission of providing valuable feedback and advice on issues that are determined by Board members to be directly related to the District's statutory responsibilities.

It is in recognition of staff's ongoing obligations to the Governing Board that this Advisory Committee is established. District staff is charged with providing administrative support to the Committee, including developing and posting meeting notices and agendas, making arrangements for meeting facilities, recording meetings and providing meeting summaries, monitoring membership and officer terms, and performing other related administrative matters.

# SCOPE

The purpose of the EAC is to provide professional and technical input into District programs and activities including regulatory programs, rule revisions, water conservation activities, water resource planning, water resource and supply development projects, research and other water resource management projects that relate to the environment. Subject matter considered by the EAC shall relate to the statutory duties and responsibilities of the District. EAC member representatives serve as liaisons with the District, maintaining communication with other members of their organizations and conveying input from the organization to the EAC. In addition, the EAC acts as an education extension of the District by helping to disseminate information and by advising and assisting the District in education programs and projects. A function of the EAC shall be to provide two-way communication between the District and the environmental community.

#### **AUTHORITY**

Chapter 373, Florida Statutes

#### **DEFINITIONS**

N/A

#### **STANDARDS**

Membership will consist of representatives of groups concerned in protecting the environment. These representatives are chosen based on their active interest in the environmental issues of the area. Member organizations will be selected by the Executive Director at the recommendation of the Governing Board, designated District staff or from nominations by other member organizations. The Chair of the EAC may also recommend new members to the District. Each EAC member organization shall designate a primary representative. Alternates may also be designated to represent their organizations in the absence of the primary member. The alternate representative shall have full voting rights in the absence of the primary. EAC member representatives shall be designated as authorized travelers of the District.

The organizations listed below are examples of EAC member organizations. This list may be supplemented or revised as deemed appropriate by the District to achieve optimal representation of the environmental community:

Charlotte County Chamber of Commerce
The Ocala Metro Chamber & Economic
PartnershipOala/Marion Co. Chamber of
Commerce

C<u>oa</u>st<u>al and Heartland National Estuary</u>
Partnershipharlotte Harbor National Esty
Program

St. Petersburg Audubon Society Control Growth Now, Inc. Sarasota Audubon Society

Environmental Confederation of Southwest ₩ Florida

#### **TERMS OF MEMBERSHIP**

EAC member representatives serve three-year terms. Multiple terms may be served with the approval of the member organization and the District. If an organization's representative misses three consecutive meetings without prior notice to the District, the District shall request the member organization to select a representative who is better able to attend meetings. The executive director or his/her designee can remove a membership or a member representative from the committee for nonparticipation.

## **OFFICERS AND DUTIES**

The EAC will elect a chair and vice-chair who will serve two-year terms of office and may be elected to those positions a maximum of two consecutive times. Election shall be by majority vote.

The chair shall be responsible for assisting the District staff in establishing meeting agendas, in soliciting input from EAC members, for chairing EAC meetings, for establishing subcommittees as may be appropriate, and for representing the EAC when necessary. The vice-chair shall serve as chair in the chair's absence.

# **POLICY**

Meetings of the EAC will be held, at a minimum, quarterly or as authorized by the Executive Director or his/her designee. -The Chair of the EAC may request that special meetings be held. Notices of EAC meetings will be emailed in advance of the meetings by the District to members and interested persons and posted on the District's web calendar. The EAC's meetings will be recorded by the District staff. Abbreviated meeting summaries will be provided to the EAC members. Topics for discussion at EAC meetings will be focused on priorities set by the Governing Board and limited to issues specific to those priorities. Other topics may be proposed by the EAC which shall be placed on the agenda for discussion; however, requests of staff requiring more than routine support will be subject to approval by the Executive Director or his designee. All determinations of the EAC shall be by majority vote of the members present (no quorum requirement). Requested input from the EAC to the District will be reported to the Governing Board when requested by the EAC or when otherwise deemed appropriate. Such reports may be presented by the Governing Board Liaison, EAC chair, other EAC members designated by the chair or selected by the EAC, or by District staff. Meetings shall be conducted in accordance with Robert's "Rules of Order" as described in Robert's "Rules of Order Newly Revised," originally written by General Henry M. Robert (1876), unless specified otherwise by law or this policy. The EAC is subject to the Government-in-the-Sunshine Law and all other applicable laws and regulations.

# **DISTRIBUTION**

N/A

### REFERENCES

Section 286.011, Florida Statutes (Government-in-the-Sunshine Law) Rules of Order Newly Revisedoriginally by Henry M. Robert (1876)

#### PERIODIC REVIEW

This policy will be reviewed every three years.

# **DRAFT**

# **GOVERNING BOARD POLICY**

Southwest Florida Water Management District

Title: Industrial, Commercial & Institutional Advisory Committee

**Document Owner:** Communications and Board Services

**Bureau Chief** 

Approved By: Board Chair Effective Date: MM/DD/YYYY

**Supersedes:** 02/26/2019

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# **PURPOSE**

The purpose of this policy is to establish the Industrial, Commercial & Institutional Advisory Committee (ICIAC) to the Southwest Florida Water Management District, and to set forth the purpose, activities and membership guidelines of the ICIAC.

The District Governing Board has established this Advisory Committee for the purpose of obtaining input on District programs, projects and related resource management issues. The Governing Board recognizes and appreciates the significant commitment of the organizations and individuals who agree to serve on this Committee. This Advisory Committee is a valuable resource to the District and the input it provides helps to ensure the District is meeting its responsibilities in an effective and efficient manner.

The District has a 13-member Governing Board composed of gubernatorial appointees. The Board appointees are citizens from throughout the District representing the numerous and varied interests which exist. These Governing Board appointees are the policy makers of the District and ensure that the District achieves its statutory responsibilities. It is the intent of these Board members that the Advisory Committees not be engaged in policymaking but continue in the mission of providing valuable feedback and advice on issues that are determined by Board members to be directly related to the District's statutory responsibilities.

It is in recognition of staff's ongoing obligations to the Governing Board that this Advisory Committee is established. District staff is charged with providing administrative support to the

Title: Industrial, Commercial & Institutional Advisory Committee

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Committee, including developing and posting meeting notices and agendas, making arrangements for meeting facilities, recording meetings and providing meeting summaries, monitoring membership and officer terms, and performing other related administrative matters.

# SCOPE

The purpose of the ICIAC is to provide professional and technical input into District programs and activities including regulatory programs, rule revisions, water conservation activities, water resource planning, water resource and supply development projects, research and other water resource management projects that relate to the environment. Subject matter considered by the ICIAC shall relate to the statutory duties and responsibilities of the District. ICIAC member representatives serve as liaisons with the District, maintaining communication with other members of their organizations and conveying input from the organization to the ICIAC. In addition, the ICIAC acts as an education extension of the District by helping to disseminate information and by advising and assisting the District in education programs and projects. A function of the ICIAC shall be to provide two-way communication between the District and the industrial, commercial and institutional communities.

#### **AUTHORITY**

Chapter 373, Florida Statutes

### **DEFINITIONS**

N/A

#### **STANDARDS**

Section 286.011, Florida Statutes (Government-in-the-Sunshine Law) Robert's Rules of Order Newly Revised

# **POLICY**

Membership will consist of representatives of industrial, commercial and institutional water users; these representatives are chosen on the basis of whether they are prevalent within the District. Member organizations will be selected by the Executive Director at the recommendation of the Governing Board, designated District staff or from nominations by other member organizations. The Chair of the ICIAC may also recommend new members to the District. Each ICIAC member organization shall designate a primary representative. Alternates may also be designated to represent their organization in the absence of the primary member. The alternate representative shall have full voting rights in the absence of the primary. ICIAC member representatives shall be designated as authorized travelers of the District.

The organizations listed below are examples of ICIAC member organizations. This list may be supplemented or revised as deemed appropriate by the District to achieve optimal representation of the industrial, commercial and institutional sectors.

CEMEX
Duke Energy Florida, LLC
Mosaic Fertilizer LLC
PepsiCo
Port Tampa Bay
Publix

Saint Leo University Seminole Electric Cooperative, Inc. Standard Sand and Silica Tampa Electric Company Tropicana Brands Group University of South Florida

Title: Industrial, Commercial & Institutional Advisory Committee

**Effective Date: MM/DD/YYYY** 

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#### TERMS OF MEMBERSHIP

ICIAC member representatives serve three-year terms. Multiple terms may be served with the approval of the member organization and the District. If an organization's representative misses three consecutive meetings without prior notice to the District, the District shall request the member organization to select a representative who is better able to attend meetings. The Executive Director or his/her designee can remove a membership or a member representative from the Committee for nonparticipation.

# **OFFICERS AND DUTIES**

The ICIAC will elect a chair and vice chair who will serve two-year terms of office and may be elected to those positions a maximum of two consecutive times. Election shall be by majority vote.

The chair shall be responsible for assisting the District staff in establishing meeting agendas, in soliciting input from ICIAC members, for chairing ICIAC meetings, for establishing subcommittees as may be appropriate, and for representing the ICIAC when necessary. The vice chair shall serve as chair in the chair's absence.

# **MEETINGS**

Meetings of the ICIAC will be held, at a minimum, quarterly or as authorized by the executive director or his/her designee. The Chair of the ICIAC may request that special meetings be held. Notices of ICIAC meetings will be emailed in advance of the meetings by the District to members and interested persons and posted on the District's web calendar. The ICIAC's meetings will be recorded by the District staff. Abbreviated meeting summaries will be provided to the ICIAC members. Topics for discussion at ICIAC meetings will be focused on priorities set by the Governing Board and limited to issues specific to those priorities. Other topics may be proposed by the ICIAC, which shall be placed on the agenda for discussion; however, requests of staff requiring more than routine support will be subject to approval by the executive director or his/her designee. All determinations of the ICIAC shall be by majority vote of the members present (no auorum requirement). Requested input from the ICIAC to the District will be reported to the Governing Board when requested by the ICIAC or when otherwise deemed appropriate. Such reports may be presented by the Governing Board Liaison, ICIAC chair, other ICIAC members designated by the chair or selected by the ICIAC, or by District staff. Meetings shall be conducted in accordance with "Robert's Rules of Order Newly Revised," unless specified otherwise by law or this policy. The ICIAC is subject to the Government-in-the-Sunshine Law and all other applicable laws and regulations.

#### **DISTRIBUTION**

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

# **REFERENCES**

Section 286.011, Florida Statutes (Government-in-the-Sunshine Law) Robert's Rules of Order Newly Revised

# **REVIEW PERIOD**

This Policy will be reviewed every three years.

Title: Industrial, Commercial & Institutional Advisory Committee

**Effective Date: MM/DD/YYYY** 

Page 4 of 4

# **DOCUMENT DETAILS**

Document Name	Industrial, Commercial & Institutional Advisory Committee
Formerly Known As	Industrial Advisory Committee
Document Type	Policy
Author(s)	Board and Executive Services Manager
Reviewing Stakeholder(s)	Senior Staff, Office of General Counsel, Inspector General
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	02/26/2019
Effective Date	MM/DD/YYYY

APPROVAL	
John R. Mitten Chair	Date

# **DRAFT**

# **GOVERNING BOARD POLICY**

Southwest Florida Water Management District

Title: Industrial, Commercial & Institutional Advisory Committee

**Document Owner:** Communications and Board Services

**Bureau Chief** 

Approved By: Board Chair Effective Date: DD/MM/YYYY

**Supersedes:** 02/26/2019

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### **PURPOSE**

The purpose of this policy is to establish the Industrial, Commercial & Institutional Advisory Committee (ICIAC) to the Southwest Florida Water Management District, and to set forth the purpose, activities and membership guidelines of the ICIAC.

The District Governing Board has established this Advisory Committee for the purpose of obtaining input on District programs, projects and related resource management issues. The Governing Board recognizes and appreciates the significant commitment of the organizations and individuals who agree to serve on this Committee. This Advisory Committee is a valuable resource to the District and the input it provides helps to ensure the District is meeting its responsibilities in an effective and efficient manner.

The District has a <u>13thirteen</u>-member Governing Board composed of gubernatorial appointees. The Board appointees are citizens from throughout the District representing the numerous and varied interests which exist. These Governing Board appointees are the policy makers of the District and ensure that the District achieves its statutory responsibilities. It is the intent of these Board members that the <u>Aadvisory Ceommittees</u> not be engaged in policymaking but continue in the mission of providing valuable feedback and advice on issues that are determined by Board members to be directly related to the District's statutory responsibilities.

Title: Industrial, Commercial & Institutional Advisory Committee

Effective Date: MM/DD/YYYY

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It is in recognition of staff's ongoing obligations to the Governing Board that this Advisory Committee is established. –District staff is charged with providing administrative support to the Committee, including developing and posting meeting notices and agendas, making arrangements for meeting facilities, recording meetings and providing meeting summaries, monitoring membership and officer terms, and performing other related administrative matters.

#### SCOPE

The purpose of the ICIAC is to provide professional and technical input into District programs and activities including regulatory programs, rule revisions, water conservation activities, water resource planning, water resource and supply development projects, research and other water resource management projects that relate to the environment. Subject matter considered by the ICIAC shall relate to the statutory duties and responsibilities of the District. ICIAC member representatives serve as liaisons with the District, maintaining communication with other members of their organizations and conveying input from the organization to the ICIAC. In addition, the ICIAC acts as an education extension of the District by helping to disseminate information and by advising and assisting the District in education programs and projects. A function of the ICIAC shall be to provide two-way communication between the District and the industrial, commercial and institutional communitiesy.

### **AUTHORITY**

Chapter 373, Florida Statutes

#### **DEFINITIONS**

N/A.

# **STANDARDS**

<u>Section 286.011, Florida Statutes (Government-in-the-Sunshine Law)</u> Robert's Rules of Order Newly Revised

#### **POLICY**

Membership will consist of representatives of industrial, commercial and institutional water users; these representatives are chosen on the basis of whether they are prevalent within the District. Member organizations will be selected by the Executive Director at the recommendation of the Governing Board, designated District staff or from nominations by other member organizations. The Chair of the ICIAC may also recommend new members to the District. Each ICIAC member organization shall designate a primary representative. Alternates may also be designated to represent their organization in the absence of the primary member. The alternate representative shall have full voting rights in the absence of the primary. ICIAC member representatives shall be designated as authorized travelers of the District.

The organizations listed below are examples of ICIAC member organizations. This list may be supplemented or revised as deemed appropriate by the District to achieve optimal representation of the industrial, commercial and institutional sectors.

#### **CEMEX**

Port Tampa BayCF Industries
Mosaic Fertilizer LLC
Progress Energy Florida
Seminole Electric Cooperative, Inc.

St. Leo University
Standard Sand and Silica
Tampa Electric Company
Tropicana Brands Group
US Agri Chemicals Corporation

Title: Industrial, Commercial & Institutional Advisory Committee

Effective Date: MM/DD/YYYY

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Duke Energy Florida, LLC University of South Florida PepsiCo **Publix** 

Groundwater & Environmental Services SE Environmental Solutions. Inc.

#### TERMS OF MEMBERSHIP

ICIAC member representatives serve three-year terms. Multiple terms may be served with the approval of the member organization and the District. If an organization's representative misses three consecutive meetings without prior notice to the District, the District shall request the member organization to select a representative who is better able to attend meetings. The Eexecutive Delirector or his/her designee can remove a membership or a member representative from the Ceommittee for nonparticipation.

#### **OFFICERS AND DUTIES**

The ICIAC will elect a chair and vice\_-chair who will serve two-year terms of office and may be elected to those positions a maximum of two consecutive times. Election shall be by majority vote.

The chair shall be responsible for assisting the District staff in establishing meeting agendas, in soliciting input from ICIAC members, for chairing ICIAC meetings, for establishing subcommittees as may be appropriate, and for representing the ICIAC when necessary. The vice\_-chair shall serve as chair in the chair's absence.

# **MEETINGS**

# **POLICY**

Meetings of the ICIAC will be held, at a minimum, quarterly or as authorized by the Executive Director or his/her designee. The Chair of the ICIAC may request that special meetings be held. Notices of ICIAC meetings will be emailed in advance of the meetings by the District to members and interested persons and posted on the District's web calendar. The ICIAC's meetings will be recorded by the District staff. Abbreviated meeting summaries will be provided to the ICIAC members. Topics for discussion at ICIAC meetings will be focused on priorities set by the Governing Board and limited to issues specific to those priorities. Other topics may be proposed by the ICIAC, which shall be placed on the agenda for discussion; however, requests of staff requiring more than routine support will be subject to approval by the Executive Director or his/her designee. All determinations of the ICIAC shall be by majority vote of the members present (no quorum requirement). Requested input from the ICIAC to the District will be reported to the Governing Board when requested by the ICIAC or when otherwise deemed appropriate. Such reports may be presented by the Governing Board Liaison, ICIAC chair, other ICIAC members designated by the chair or selected by the ICIAC, or by District staff. Meetings shall be conducted in accordance with "Robert's "Rules of Order" as described in Robert's "Rules of Order Newly Revised," originally written by General Henry M. Robert (1876), unless specified otherwise by law or this policy. The ICIAC is subject to the Government-in-the-Sunshine Law and all other applicable laws and regulations.

## DISTRIBUTION

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

#### **REFERENCES**

Section 286.011, Florida Statutes (Government-in-the-Sunshine Law)

Robert's Rules of Order Newly Revised, originally by Henry M. Robert (1876)

Title: Industrial, Commercial & Institutional Advisory Committee

Effective Date: MM/DD/YYYY Page 4 of 5

# **REVIEW PERIOD**

This Policy will be reviewed every three years.



Title: Industrial, Commercial & Institutional Advisory Committee

Effective Date: MM/DD/YYYY

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# **DOCUMENT DETAILS**

Document Name	Industrial, Commercial & Institutional Advisory Committee
Formerly Known As	Industrial Advisory Committee
Document Type	Policy
Author(s)	Board and Executive Services Manager
Reviewing Stakeholder(s)	Senior Staff, Inspector General, Office of General Counsel
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	02/26/2019
Effective Date	MM/DD/YYYY

# **APPROVAL**

John R. Mitten E.D. Armstrong III
Chair

# **DRAFT**

# **GOVERNING BOARD POLICY**

Southwest Florida Water Management District

**Title: Public Supply Advisory Committee** 

**Document Owner:** Communications and Board Services

Bureau Chief

Approved By: Board Chair Effective Date: MM/DD/YYYY

**Supersedes:** 02/26/2019

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# **PURPOSE**

The purpose of this policy is to establish the Public Supply Advisory Committee (PSAC) to the Southwest Florida Water Management District (District), and to set forth the purpose, activities and membership guidelines of the PSAC.

The District Governing Board has established this Advisory Committee for the purpose of obtaining input on District programs, projects and related resource management issues. The Governing Board recognizes and appreciates the significant commitment of the organizations and individuals who agree to serve on this Committee. This Advisory Committee is a valuable resource to the District and the input it provides helps to ensure the District is meeting its responsibilities in an effective and efficient manner.

The District has a 13-member Governing Board composed of gubernatorial appointees. The Board appointees are citizens from throughout the District representing the numerous and varied interests which exist. These Governing Board appointees are the policy makers of the District and ensure that the District achieves its statutory responsibilities. It is the intent of these Board members that the Advisory Committees not be engaged in policymaking but continue in the mission of providing valuable feedback and advice on issues that are determined by Board members to be directly related to the District's statutory responsibilities.

It is in recognition of staff's ongoing obligations to the Governing Board that this Advisory Committee is established. District staff is charged with providing administrative support to the

**Title: Public Supply Advisory Committee** 

**Effective Date: MM/DD/YYYY** 

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Committee, including developing and posting meeting notices and agendas, making arrangements for meeting facilities, recording meetings and providing meeting summaries, monitoring membership and officer terms, and performing other related administrative matters.

# SCOPE

The purpose of the PSAC is to provide professional and technical input into District programs and activities including regulatory programs, rule revisions, water conservation activities, water resource planning, water resource and supply development projects, research and other water resource management projects that relate to the public supply industry. Subject matter considered by the PSAC shall relate to the statutory duties and responsibilities of the District. PSAC member representatives serve as liaisons with the District, maintaining communication with other members of their organizations and conveying input from the organization to the PSAC. In addition, the PSAC acts as an education extension of the District by helping to disseminate information and by advising and assisting the District in education programs and projects. A function of the PSAC shall be to provide two-way communication between the District and the public supply community.

# **AUTHORITY**

Chapter 373, Florida Statutes

#### **DEFINITIONS**

N/A

#### **STANDARDS**

Section 286.011, Florida Statutes (Government-in-the-Sunshine Law) Robert's Rules of Order Newly Revised

### **POLICY**

Membership will consist of representatives of both public and private water supply utilities. These representatives are chosen on the basis of achieving representation of the types and sizes of water supply utilities located throughout the District. Member organizations will be selected by the Executive Director at the recommendation of the Governing Board, designated District staff or from nominations by other member organizations. The chair of the PSAC may also recommend new members to the District. Each PSAC member organization shall designate a primary representative. Alternates may also be designated to represent their organization in the absence of the primary member. The alternate representative shall have full voting rights in the absence of the primary. PSAC member representatives shall be designated as authorized travelers of the District.

The organizations listed below are examples of PSAC member organizations. This list may be supplemented or revised as deemed appropriate by the District to achieve optimal representation of the public supply sector.

Bay Laurel Center Community Development District Citrus County Water Resources City of Bradenton Utilities City of Lakeland Water Utilities City of North Port Utilities

City of Punta Gorda Utilities
City of St. Petersburg Utilities
City of Tampa Water Department
City of Tarpon Springs Utilities
DeSoto County Utilities
Hernando County Utilities
Hillsborough County Utilities

City of Plant City Utilities

**Title: Public Supply Advisory Committee** 

Effective Date: MM/DD/YYYY

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Manatee County Utilities
Marion County Utilities
Pasco County Utilities
Peace River Manasota Regional Water
Supply Authority
Pinellas County Utilities
Polk County Utilities/Environmental
Resources

Polk Regional Water Cooperative Sarasota County Utilities Tampa Bay Water The Villages Withlacoochee Regional Water Supply Authority

### TERMS OF MEMBERSHIP

PSAC member representatives serve three-year terms. Multiple terms may be served with the approval of the member organizations and the District. If an organization's representative misses three consecutive meetings without prior notice to the District, the District shall request the member organization select a representative who is better able to attend meetings. The executive director or his/her designee can remove a membership or a member representative from the Committee for nonparticipation.

# **OFFICERS AND DUTIES**

The PSAC will elect a chair and vice chair who will serve two-year terms of office and may be elected to those positions a maximum of two consecutive times. Election shall be by majority vote.

The chair shall be responsible for assisting the District staff in establishing meeting agendas, in soliciting input from PSAC members, for chairing PSAC meetings, for establishing subcommittees as may be appropriate, and for representing the PSAC when necessary. The vice chair shall serve as chair in the chair's absence.

#### **MEETINGS**

Meetings of the PSAC will be held, at a minimum, quarterly or as authorized by the executive director or his/her designee. The chair of the PSAC may request that special meetings be held. Notices of PSAC meetings will be emailed in advance of the meetings by the District to members and interested persons and posted on the District's web calendar. The PSAC's meetings will be recorded by the District staff. Abbreviated meeting summaries will be provided to the PSAC members. Topics for discussion at PSAC meetings will be focused on priorities set by the Governing Board and limited to issues specific to those priorities. Other topics may be proposed by the PSAC which shall be placed on the agenda for discussion; however, requests of staff requiring more than routine support will be subject to approval by the executive director or his designee. All determinations of the PSAC shall be by majority vote of the members present (no quorum requirement). Requested input from the PSAC to the District will be reported to the Governing Board when requested by the PSAC or when otherwise deemed appropriate. Such reports may be presented by the Governing Board liaison, PSAC chair, other PSAC members designated by the chair or selected by the PSAC, or by District staff. Meetings shall be conducted in accordance with "Robert's Rules of Order Newly Revised," unless specified otherwise by law or this policy. The PSAC is subject to the Government-in-the-Sunshine Law and all other applicable laws and regulations.

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**Title: Public Supply Advisory Committee** 

Effective Date: MM/DD/YYYY

Page 4 of 5

# **REFERENCES**

Section 286.011, Florida Statutes (Government in the Sunshine Law) Robert's Rules of Order Newly Revised

# **REVIEW PERIOD**

This Policy will be reviewed every three years.



Title: Public Supply Advisory Committee Effective Date: MM/DD/YYYY

Page 5 of 5

# **DOCUMENT DETAILS**

Document Name	Public Supply Advisory Committee
Formerly Known As	N/A
Document Type	Policy
Author(s)	Board and Executive Services Manager
Reviewing Stakeholder(s)	Office of General Counsel, Inspector General
Document Owner Name	Robyn Felix
Document Owner Title	Communications and Board Services Bureau Chief
Review Period (in days)	1,095
Span of Control	Governing Board
Supersedes Date	02/26/2019
Effective Date	MM/DD/YYYY

APPROVAL	
John R. Mitten	Date

# **BOARD POLICY**

Southwest Florida Water Management District

**Title: Public Supply Advisory Committee** 

**Document Owner:** Robyn Felix, Communications and Board

Services Bureau Chief

**Approved By:** Jeffrey M. Adams, Chair

**Effective Date:** 2/26/2019

Last Review Date: 4/24/2012

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#### **PURPOSE**

The purpose of this policy is to establish the Public Supply Advisory Committee (PSAC) to the Southwest Florida Water Management District, and to set forth the purpose, activities and membership guidelines of the PSAC.

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Chapter 373, Florida Statutes

#### **DEFINITIONS**

N/A

#### **STANDARDS**

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Citrus County Water Resources
Hillsborough County Utilities
City of Bradenton Utilities
Manatee County Utilities
City of Lakeland Water Utilities
Marion County Utilities
City of North Port Utilities
On Top of the World Utilities
City of Tampa Water Department

On Top of the World Utilities
City of Tampa Water Department
Pasco County Utilities
City of Tarpon Springs Utilities

Peace River Manasota Regional Water Supply Authority
City of St. Petersburg Utilities
Pinellas County Utilities
City of Plant City Utilities
Polk County Utilities/Environmental
Resources
City of Punta Gorda Utilities
Sarasota County Utilities
DeSoto County Utilities
Tampa Bay Water

Florida Governmental Utility Authority
The Villages
Hernando County Utilities
Withlacoochee Regional Water Supply
Authority

Bay Laurel Center Community Development District Polk Regional Water Cooperative

# **TERMS OF MEMBERSHIP**

PSAC member representatives serve three-year terms. Multiple terms may be served with the approval of the member organization and the District. If an organization's representative misses three consecutive meetings without prior notice to the District, the District shall request the member organization to select a representative who is better able to attend meetings. The executive director or his/her designee can remove a membership or a member representative from the committee for nonparticipation.

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### **DISTRIBUTION**

N/A

#### **REFERENCES**

Section 286.011, Florida Statutes (Government-in-the-Sunshine Law) Rules of Order Newly Revised,

# **PERIODIC REVIEW**

This policy will be reviewed every three years.

# FINANCE/OUTREACH AND PLANNING COMMITTEE June 24, 2025

Submit & File: Information Item: Budget Transfer Report

# **Purpose**

Provide the Budget Transfer Report covering all budget transfers made during the month of May 2025.

# 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 2025.

# 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 2025

Item No.	TRANSFERRED FROM Bureau / Expenditure Category	TRANSFERRED TO Bureau / Expenditure Category	Reason for Transfer	Transfer Amount
<u>Chang</u> 1	ge from Original Budget Intent Water Resources Grant - Agriculture	Communications and Board Services Consultant Services	Transfer of funds originally budgeted for a Facilitating Agricultural Resource Management Systems (FARMS) project with Wachula Fresh LLC. The project has been cancelled due to cooperator unable to secure the property needed for the project. The funds are required for the most current data on drought-tolerant turfgrass species to ensure that District messaging aligns with the latest research. This information is utilized by the Florida Water Star® Program and empowers District stakeholders to make informed and sustainable choices in turfgrass selection and management.	\$ 20,000.00
2	Water Resources Grant - Agriculture	Engineering and Project Management Chemical Supplies	Transfer of funds originally budgeted for a FARMS project with Wachula Fresh LLC. The project has been cancelled due to cooperator unable to secure the property needed for the project. The funds are required for additional chemicals that will allow operational testing of aquifer recharge at Flatford to continue in an efficient manner through the fiscal year that permits maximum capacity without system stops and starts. Operational testing has exceeded expectations of maximum capacity, the increased flow rates increase chemical use.	72,500.00
3	Water Resources Grant - Agriculture	Data Collection Equipment - Non-Capital Outlay Equipment - Outside	Transfer of funds originally budgeted for a FARMS project with Wachula Fresh LLC. The project has been cancelled due to cooperator unable to secure the property needed for the project. The Data Collection Bureau was awarded a grant from the Department of Environtmental Protection from the 2025 state appropriation for Water Quality Enhancement and Accountability to purchase water quality monitoring equipment in support of existing routine monitoring efforts and expanding ad-hoc emergency response. These funds will be combined with funds budgeted for the District's Water Quality and Monitoring Program to acquire equipment planned for acquisition this year, as well as equipment that was proposed in the FY2026 Preliminary Budget for a total rembursement of \$103,645.36.	73,500.00
4	Land Resources Reforestation of Vegetation	Land Resources Other Contractual Services	Transfer of funds originally budgeted to contract the hand planting of longleaf pine seedlings at Green Swamp West Preserve. Funds are no longer required due to post-hurricane related efforts, as well as other activities, taking priority this fiscal year. The funds are required to contract for the removal and disposal of the security residence at Hampton Tract in Green Swamp East that is beyond its life expectancy. Removal of the existing mobile home allows staff to expedite the purchase and installation of a replacement structure.	8,000.00
5	Data Collection Equipment - Inside	Data Collection Laboratory Supplies & Sampling	Transfer of funds originally budgeted for replacement of an ion chromatography instrument for the Chemistry Laboratory. Expenditures were less than anticipated. These funds are required for laboratory supplies used to perform sample analyses for the remainder of the fiscal year due to significant cost increases in recent years.	16,236.80
6	Communications and Board Services Education Support	Communications and Board Services Training Events Onsite	Transfer of funds originally budgeted to purchase displays and other resources used at community events and speaking engagements to educate residents about the District's areas of responsibilities and how they can help protect and conserve water resources. Expenditures for the fiscal year were less than anticipated. The funds are required to initiate training on new requirements in the Americans with Disabilities Act for state and local governments to ensure the web content of their services, programs and activities are accessible to people with disabilities that will take effect in 2027.	2,000.00
			Total Change from Original Budget Intent	192,236.80

# SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT Budget Transfer Report May 2025

Item No.	TRANSFERRED FROM Bureau / Expenditure Category	TRANSFERRED TO Bureau / Expenditure Category	Reason for Transfer	Transfer Amount
Consi	stent with Original Budget Intent			
1	Information Technology Other Contractual Services	Information Technology Other Contractual Services	Funds are needed for the original budgeted purpose for as needed contractual services for Information Technology projects. The funds are being transferred for the appropriate accounting of custom enhancements required to address interfaces between laboratory equipment and the recently upgraded Laboratory Information Management System, as well as create and automate existing reports that currently reside outside of the system.	18,720.00
2	Operations  Maint/Repair of Buildings/Structures	Data Collection Other Contractual Services	Funds are needed for the original budgeted purpose to address damage at water control structures resulting from Hurricane Milton, as amended in January 2025. The funds are being transferred from the Structure Operations Section to the Survey Section for the appropriate accounting of the total cost of the assessing the rip rap/scour on the Tampa Bypass Canal damaged during the hurricane, originally estimated to be \$66,000.	84,000.00
			Total Consistent with Original Budget Intent	102,720.00
			Total Amount Transferred	\$ 294,956.80

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 24, 20	)25	

4.	RESOURCE MANAGEMENT COMMITTEE	
4.1	Discussion: Consent Item(s) Moved to Discussion	129

# RESOURCE MANAGEMENT COMMITTEE June 24, 2025

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

# Presenter:

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

# Governing Board Meeting June 24, 2025

5.	OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE	
5.1	Discussion: Consent Item(s) Moved to Discussion	130
5.2	Discussion: Information Item: Hydrologic Conditions Report	131
5.3	Discussion: Information Item: 2025 Hurricane Season Preparedness	132

# OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE June 24, 2025

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

# Presenter:

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

# OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE June 24, 2025

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

- May is the last month of the eight-month dry season (October through May). Monthly rainfall totals
  were better-than-anticipated, above average, scattered, regionally variable, and associated with
  seasonally transitional weather patterns (i.e., diminished cold fronts and increased sea
  breeze/convective rainstorms).
- **Rainfall:** Provisional rainfall totals (as of May 31) were at the upper end of the normal range in the northern and southern counties, while above normal in the central counties. The Districtwide 12-month cumulative rainfall total improved, ending the month with a surplus of approximately 4.35 inches above the long-term historical average.
- **Streamflow:** Monthly data indicate streamflow increased at ten of the twelve monitoring stations compared to last month. Eleven stations reported normal streamflow, while one reported belownormal flow. Regional streamflow, based on three index rivers, was within the normal range in all three regions of the District.
- **Groundwater**: Regional aquifer-level percentiles increased in all three regions of the District compared to last month. Regional aquifer levels ended the month within the normal range in all three regions.
- Lake Levels: Regional lake levels decreased in the Northern and Tampa Bay (TB) regions, while they increased in the Polk Uplands (PU) and Lake Wales Ridge (LWR) regions compared to last month. Average lake levels ended the month below normal in the Northern, TB and LWR regions and within the normal range in the PU region.
- Overall: Although rainfall for May was better-than-expected, regional hydrologic indicator responses were mixed (i.e., some increases and some decreases) due to the spatial variability of the rainfall and areas of lingering dry conditions. The National Oceanic and Atmospheric Administration (NOAA) currently predicts above-normal rainfall for the District during the composite three-month period of June through August 2025. The risk of wildfire declined in May and is categorized at "low to moderate" in most areas of the District.

# 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 24, 2025

<u>Discussion: Information Item: 2025 Hurricane Season Preparedness</u>

# **Purpose**

Provide an overview of the District's emergency preparedness for the 2025 hurricane season. Discussion will include actions to prepare District infrastructure and staff for the upcoming hurricane season and detail the District's responsibilities as a member of the State's Emergency Response Team (SERT).

### Background/History

Water Management Districts are members of the SERT and serve as support agencies to the Department of Transportation and the Department of Environmental Protection during statewide emergency activations. Statewide communication and coordination are achieved through the State Emergency Operations Center. The District is a party to the Statewide Mutual Aid Agreement. This agreement provides reciprocal emergency aid and assistance during an emergency.

The District has a Comprehensive Emergency Management Plan (CEMP), in line with Florida Statute, Chapter 252, Emergency Management. The CEMP outlines a comprehensive and effective program to ensure an effective response to a full range of potential emergencies, including major weather-based events such as hurricanes. In the event of a hurricane, or any other emergency that could potentially impact the District's 16-county area, the District's Emergency Operations Center is prepared for activation to monitor and respond.

#### Staff Recommendation:

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

# Presenter:

Dave Dickens, Bureau Chief, General Services Bureau

# Governing Board Meeting June 24, 2025

6.	REGULATION COMMITTEE	
6.1	Discussion: Consent Item(s) Moved to Discussion	133
6.2	Discussion: Action Item: Denials Referred to the Governing Board	134

# REGULATION COMMITTEE

June 24, 2025

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

Presenter:

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

# **REGULATION COMMITTEE**

June 24, 2025

Discussion: Action Item: Denials Referred to the Governing Board

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

# Staff Recommendation:

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

# Presenter:

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

# Governing Board Meeting June 24, 2025

7.	GENERAL COUNSEL'S REPORT	
7.1	Discussion: Consent Item(s) Moved to Discussion	. 135
7.2	Discussion: Action Item: Affirm Governing Board Committee Actions	. 136

# GENERAL COUNSEL'S REPORT

June 24, 2025

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

Presenter:

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

# **GENERAL COUNSEL'S REPORT**

# June 24, 2025

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

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

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

# Staff Recommendation:

Affirm the actions taken by the Governing Board Committees.

# Presenter:

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

# **COMMITTEE/LIAISON REPORTS**

# June 24, 2025

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

# 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 24, 2025

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

# 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 24, 2025

<u>Discussion: Information Item: Executive Director's Report</u>

# 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 24, 2025

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

# Staff Recommendation:

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

# Presenter:

John Mitten, Chair

# **CHAIR'S REPORT**

# June 24, 2025

**Discussion: Information Item: Employee Milestones** 

# Staff Recommendation:

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

# Presenter:

John Mitten, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	06/08/2020	Kasey Brizendine	Staff Engineer	Tampa	Environment Resource Permit	2025	06/08/2025
5	06/22/2020	Cody Phillips	Land Manager	Tampa	Land Resources	2025	06/22/2025
10	06/22/2015	Matt Vinzant	Project Manager	Bartow	Water Resources	2025	06/22/2025
15	06/21/2010	Melissa Gulvin	Communications Manager	Brooksville	Communications and Board Serv	2025	06/21/2025
30	06/23/1995	Ed Kouadio	Staff Engineer	Tampa	Environment Resource Permit	2025	06/23/2025