

Governing Board Meeting

Agenda and Meeting Information

November 16, 2021

9:00 a.m.

Tampa Office

7601 Hwy 301 North • Tampa, Florida
(813) 985-7481 • 1-800-836-0797

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



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

An Equal
Opportunity
Employer

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

Final Agenda GOVERNING BOARD MEETING

**NOVEMBER 16, 2021
9:00 AM**

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

All meetings are open to the public

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

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

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

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

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

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

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

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

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

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

MEETING NOTICE

1. CONVENE PUBLIC MEETING

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

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Approval of the District's Investment Policy
- 2.2 **Resource Management Committee:** Approve Use of the Pearce Drain/Gap Creek Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Manatee County (N759)
- 2.3 **Resource Management Committee:** Seminole Stormwater Master Plan Update and Infrastructure Assessment Project – Cooperator Lead Change
- 2.4 **Resource Management Committee:** Approve Use of the Bowlees Creek Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Manatee County (N809)
- 2.5 **Operations, Lands and Resource Monitoring Committee:** Sale of Easement to Duke Energy, Lake Tarpon Outfall Canal, SWF Parcel 16-001-157X
- 2.6 **Operations, Lands and Resource Monitoring Committee:** Offer for Surplus Lands – Annutteliga Hammock (AH-4), SWF Parcel No. 15-228-2068S
- 2.7 **Operations, Lands and Resource Monitoring Committee:** Green Swamp West Resident Security Lease, SWF Parcel No. 19-706-116X
- 2.8 **Operations, Lands and Resource Monitoring Committee:** Easement for Lake Wales Ridge Monitoring Sites – SWF Parcel No. 20-020-101
- 2.9 **General Counsel's Report:** Authorization to Issue Administrative Complaint and Order - Unauthorized Activities - Lincolnshire Maximo, LLC - CT No. 412806 - Pinellas County
- 2.10 **General Counsel's Report:** Approval of Consent Order between SWFWMD and Adamo-Orient Properties, LLC - Permit Condition Violations - Environmental Resource Permit No. 43007457.003 - CT No. 392513 - Hillsborough County
- 2.11 **General Counsel's Report:** Approval of Consent Order between SWFWMD and Waterside Recycling, LLC – Permit Condition Violations – Water Use Permit No. 20020900.000 – CT No. 414677 & 416200 – Charlotte County
- 2.12 **Executive Director's Report:** Approve Governing Board Minutes - October 19, 2021

3. RECOGNITION OF FORMER GOVERNING BOARD MEMBER

- 3.1 Recognition of Former Governing Board Member Jeffery M. Adams

4. FINANCE/OUTREACH AND PLANNING COMMITTEE

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

4.2 **Submit & File:** Information Only: Budget Transfer Report

5. RESOURCE MANAGEMENT COMMITTEE

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

5.2 **Discussion:** Action Item: Citrus County Cambridge Green Septic to Sewer – Third Party Review (W432)

5.3 **Discussion:** Action Item: Pasco County Hidden Lake/Yellow Lake Flood Protection Project (N967) – Approve Reducing the Project Scope and Budget to Eliminate the Third-Party Review

5.4 **Discussion:** Action Item: Tsala Apopka Golf Course Water Control Structure Modification Project - Funding Request for Construction Cost Increase

6. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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

7. REGULATION COMMITTEE

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

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

8. GENERAL COUNSEL'S REPORT

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

8.2 **Discussion:** Information Only: 2021 Sunshine Law Presentation

9. COMMITTEE/LIAISON REPORTS

9.1 **Discussion:** Information Only: Environmental Advisory Committee

9.2 **Discussion:** Information Only: Well Drillers Advisory Committee

10. EXECUTIVE DIRECTOR'S REPORT

10.1 **Discussion:** Information Only: Executive Director's Report

11. CHAIR'S REPORT

11.1 **Discussion:** Information Only: Chair's Report

11.2 **Discussion:** Information Only: Milestones

ADJOURNMENT

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Effective October 4, 2021

OFFICERS	
Chair	Kelly S. Rice
Vice Chair	Joel Schleicher
Secretary	Michelle Williamson
Treasurer	Ed Armstrong

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

RESOURCE MANAGEMENT COMMITTEE
Seth Weightman
Jack Bispham
Michelle Williamson
William Hogarth

REGULATION COMMITTEE
Joel Schleicher

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

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

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

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

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

8/24/2021

Governing Board Meeting

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

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

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

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

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

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

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

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

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

Cooperative Funding Initiative – all meetings begin at 10:00 a.m.
2022 – February 2 – Northern Region, Brooksville Office
2022 – February 3 – Southern Region, TBD
2022 – February 9 – Heartland Region, TBD
2022 – February 10 – Tampa Bay Region, Tampa Office
2022 – April 6 – Northern Region, Brooksville Office
2022 – April 7 – Southern Region, TBD
2022 – April 13 – Heartland Region, TBD
2022 – April 14 – Tampa Bay Region, Tampa Office

Meeting Locations

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

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CONVENE PUBLIC MEETING

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Call to Order

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

Presenter:

Kelly S. Rice, Chair

CONVENE PUBLIC MEETING

November 16, 2021

Invocation and Pledge of Allegiance

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

Presenter:

Kelly S. Rice, Chair

CONVENE PUBLIC MEETING

November 16, 2021

Employee Recognition

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

Staff Recommendation:

- Darrin Herbst

Presenter:

Kelly S. Rice, Chair

CONVENE PUBLIC MEETING

November 16, 2021

Additions/Deletions to Agenda

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

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

Staff Recommendation:

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

Presenter:

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

CONVENE PUBLIC MEETING

November 16, 2021

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

Kelly S. Rice, Chair

Governing Board Meeting

November 16, 2021

2. CONSENT AGENDA

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

- 2.1 **Finance/Outreach and Planning Committee:** Approval of the District's Investment Policy..... 9
- 2.2 **Resource Management Committee:** Approve Use of the Pearce Drain/Gap Creek Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Manatee County (N759)..... 44
- 2.3 **Resource Management Committee:** Seminole Stormwater Master Plan Update and Infrastructure Assessment Project – Cooperator Lead Change..... 46
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- 2.5 **Operations, Lands and Resource Monitoring Committee:** Sale of Easement to Duke Energy, Lake Tarpon Outfall Canal, SWF Parcel 16-001-157X..... 49
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- 2.9 **General Counsel's Report:** Authorization to Issue Administrative Complaint and Order - Unauthorized Activities - Lincolnshire Maximo, LLC - CT No. 412806 - Pinellas County 115
- 2.10 **General Counsel's Report:** Approval of Consent Order between SWFWMD and Adamo-Orient Properties, LLC - Permit Condition Violations - Environmental Resource Permit No.43007457.003 - CT No. 392513 - Hillsborough County 117
- 2.11 **General Counsel's Report:** Approval of Consent Order between SWFWMD and Waterside Recycling, LLC – Permit Condition Violations – Water Use Permit No. 20020900.000 – CT No. 414677 & 416200 – Charlotte County..... 126
- 2.12 **Executive Director's Report:** Approve Governing Board Minutes - October 19, 2021..... 134

CONSENT AGENDA

November 16, 2021

Finance/Outreach and Planning Committee: Approval of the District's Investment Policy

Purpose

To approve the recommended updates to the District's Investment Policy. The Policy requires a review within sixty (60) days following the end of each fiscal year and approval by the Governing Board of any modifications made thereto.

Background

At the October 19, 2021 Governing Board meeting, a brief presentation was provided noting the recommended changes to the Policy. The Board members were encouraged to review the Policy and the recommended changes and contact District staff or the District's Investment Advisors with any questions or additional recommended changes that they may have, if any.

The policy has been reviewed by management and the District's investment advisory firm and the following modifications have been incorporated:

1. Under section V. Authorized Investments & Portfolio Composition -
Added language to allow, that due to fluctuations in the aggregate invested balance, the maximum percentage issuer and allocation limits of the policy may be exceeded from time to time and shall not require liquidation to realign the portfolio, however, consideration should be given to this matter when future purchases are made.
2. Under section XI. Competitive Selection -
Added language to allow, when purchasing new issue securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.
3. Added minor language revisions for clarification purposes.

Benefits

By reviewing and updating the District's Investment Policy within sixty (60) days following the end of the fiscal year, the Governing Board and management will be in compliance with the Investment Policy.

Staff Recommendation:

Approve and accept the recommended updates to the District's Investment Policy.

Presenter:

John J. Campbell, Division Director, Management Services

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Investments

Document Owner: Finance Bureau Chief

Approved By: Board Chair

Effective Date: 11/16/2021

Supersedes: 11/17/2020

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PURPOSE

The purpose of this Investment Policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of the funds of the Southwest Florida Water Management District (hereinafter "District"). This Policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

SCOPE

This policy shall apply to all funds in excess of current operating expenses and shall be in compliance with Section 218.415, Florida Statutes, with the exception of funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

AUTHORITY

This policy is governed by the Governing Board and Sections 218.415, 280.02, 658.12, 11.45 Florida Statutes.

DEFINITIONS

Committee. The Finance/Outreach and Planning Committee of the Governing Board or Board Chair appointed Ad Hoc Committee specifically authorized to act as the Committee for a quantified period of time.

Designee. The Finance Bureau Chief or the Accounting Manager provided they have sufficient investment management education and understanding.

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District. Southwest Florida Water Management District.

Division Director. The Management Services Division Director.

Investment Manager. A third-party person or entity having the responsibility for providing advice regarding the management of the Investment Portfolio and executing transactions in the Investment Portfolio. The District may have one or more Investment Managers.

Investment Portfolio. The portion of the District's Portfolio recommended by the Committee and approved by the Governing Board for investment pursuant to Section X of this Policy.

Liquidity Portfolio. The portion of the District's Portfolio managed internally by District staff. This portion of the portfolio is limited to the security types described in Section X (a), (b), (c), (d), (i), and (o) of this Policy. The requirements of Section X for each of these security types will apply with the further restriction that security maturities in this portfolio may not exceed twelve (12) months.

Policy. The District's Investment Policy.

Portfolio. The total cash, investments, and other funds held by the District under the District's control.

Third-party Custodian. Any bank depository chartered by the federal government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts, and which is doing business in the State of Florida.

Attachments: Please see attachment A for a glossary of cash and investment Management Terms.

STANDARDS

The following standards shall apply:

1. **Ethical Standards.** Governing Board members and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Governing Board members and employees involved in the investment process shall disclose to the District any material financial interests in financial institutions that conduct business with the District, and any material personal financial/investment positions that could be related to the performance of the Portfolio.
2. **Standard of Prudence.** The standard of prudence to be used by investment officials, who are officers or employees of the District, shall be the "Prudent Person Rule" and shall be applied in the context of managing the Portfolio. Investment officers acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the Executive Director and the Committee in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person Rule" states the following:

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Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees of the District is the "Prudent Person Rule," any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert." The Prudent Expert Standard requires the advisor to act with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent investment expert acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however that this standard of care shall in no case be, or be interpreted to be, less stringent or less restrictive than any investment standard or standards, now in effect or included by amendment effective in the future, prescribed for investments by Florida law.

3. **Fiduciary Standard.** The Southwest Florida Water Management District recognizes its fiduciary responsibility to manage and safeguard the assets of the District. An effective cash management program is essential to good fiscal management.

POLICY

I. INVESTMENT OBJECTIVES:

The investment objectives of the District's Policy, in order of priority, are to provide safety of capital, liquidity of funds, and the optimal rate of return on investments at the time of investment.

1. **Safety of Capital** – The safety of capital is the foremost objective of the District's Policy. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital. The objective will be to mitigate credit risk and interest rate risk. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

- (a) **Credit Risk** – The District will minimize credit risk of loss due to the failure of the security by:

- i. Limiting investments to the authorized investments in the Policy.
 - ii. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the District will do business.
 - iii. Diversifying the Investment Portfolio to protect against losses on individual securities.

- (b) **Interest Rate Risk** – The District will minimize the risk that the market value of securities in the Investment Portfolio will fall due to changes in general interest rates by:

- i. Structuring the Investment Portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

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- ii. Investing operating funds (non-short-term and long-term funds) primarily in shorter-term securities, Florida PRIME, money market mutual funds or interest-bearing time deposits, or savings accounts.
2. **Liquidity of Funds** – The Portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This will be accomplished by structuring the Portfolio so that securities mature concurrent with cash needs so as to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the Investment Portfolio should consist largely of securities with active secondary markets. A portion of the Portfolio should be placed in investments that offer same-day liquidity for short-term funds, such as the Florida PRIME or money market mutual funds. Periodic cash-flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.
3. **Optimal Rate of Return** – The Investment Portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Investment return is attempted through active management where the District utilizes a total return strategy, which includes both realized and unrealized gains and losses in the Portfolio. This total return strategy seeks to increase the value of the Investment Portfolio through reinvestment of income and capital gains. Return on investment for the portion of the District's Investment Portfolio that is passively managed is attempted by selecting an authorized investment that provides an optimal yield given the requirements within the Policy, while meeting the District's anticipated liquidity needs. Investments are limited to those relatively low-risk securities authorized in the anticipation of earning a fair return relative to the risk being assumed. Securities may be purchased at a premium or traded for other securities to improve yield, maturity, or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve relative value based on its potential to enhance the total return of the Investment Portfolio.

II. DELEGATION OF AUTHORITY:

The District's Governing Board shall be responsible for approving changes to the District's Policy. The responsibility for providing guidance and approval of the District's investment strategy, within the parameters of the Policy, resides with the Committee. The management responsibility for all District funds in the Portfolio and investment transactions is delegated to the Division Director or, in the absence of the Division Director, to the Designee. The Division Director or the Designee will be responsible for managing the Liquidity Portfolio. The Investment Manager shall provide active management for the District's designated funds. The Investment Manager must be registered under the Investment Advisors Act of 1940. The Division Director shall establish written procedures for the operation of the Investment Portfolio and a system of internal accounting and administrative controls to regulate the activities of employees.

III. PERFORMANCE MEASUREMENT:

In order to assist in the evaluation of the Portfolio's performance, the District will use performance benchmarks for the short-term and long-term portfolios. The use of benchmarks will allow the District to measure its returns against other investors in the same markets. Performance calculations will not include any balances invested in the overnight sweep accounts. A benchmark

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should not be chosen that will induce the individual making the investment to take on undue risk in order to outperform the benchmark.

- (a) A short-term index such as the 3, 6, or 12 Month U.S. Treasury Bill Index or S&P Rated GIP Index Government 30 Day Gross Yield will be used as a benchmark for comparison with the Portfolio's net book value rate of return for current operating funds (short-term portfolio). The duration of the index should be similar to that of the short-term portfolio for performance comparison.
- (b) Investment performance of funds designated as Core Funds and other non-operating funds that have a longer-term investment horizon (long-term portfolio) will be compared to a national recognized benchmark that may include the ICE Merrill Lynch 1-3 Year U.S. Treasury/Agency Note Index and ICE Merrill Lynch 1-5 Year U.S. Treasury/Agency Note Index, or the ICE BofA 1-3 Year US Treasury & Agency Index and ICE BofA 1-5 Year Treasury Index & Agency Index or similar index. The appropriate index will have a duration and asset mix that approximates that of the Investment Portfolio and will be utilized as a benchmark to be compared to the Investment Portfolio's total rate of return. The District can choose different performance benchmarks if the investment strategy for the Investment Portfolio changes.

IV. MATURITY AND LIQUIDITY:

Investments shall be structured in such manner as to provide sufficient liquidity to pay obligations of the District in a timely manner. The Division Director, or Designee, shall sufficiently allocate resources to the short- and long-term investment portfolios. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.

- (a) **Operating Funds** (Short-Term Investment Portfolio). To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements. Investments of current operating funds shall have maturities of no longer than thirty-six (36) months.
- (b) **Core Funds** (Long-Term Investment Portfolio). Investments of reserves, project funds, and other non-operating funds ("Core Funds") shall have a final maturity appropriate to the need for funds, but in no event shall exceed five (5) years. The average duration of the Core Funds as a whole shall not exceed three (3) years.

V. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION:

Investments should be made subject to the District's cash-flow needs. Such cash-flows are subject to revisions as market conditions and the District's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Division Director may sell or request that the Investment Manager sell the investment at the then-prevailing market price and place the proceeds into the proper account at the District's custodian.

The following table contains the investment requirements and allocation limits on security types, issuers, and maturities, as established by the District. The Division Director shall have the option

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to further restrict investment percentages based on market conditions, risk, and diversification investment strategies. The percentage allocation and credit quality requirements for investment types and issuers are calculated based on the market value and credit ratings of each investment at the time of purchase. Investments not listed in this Policy are prohibited. In the event of a ratings downgrade of a security, the Investment Manager shall notify the Division Director within five business days of such a decline in the required rating. The Investment Manager and the Division Director will review the individual facts and circumstances of the situation and determine an appropriate course of action.

Due to fluctuations in the aggregate invested balance, the maximum percentage issuer and allocation limits of this policy may be exceeded from time to time and shall not require liquidation to realign the portfolio. However, consideration should be given to this matter when future purchases are made.

Security Type		Minimum Rting Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
(a)	Florida PRIME	AAAm	N/A	50%	N/A
(b)	United States Government Securities	N/A	5 Years	100%	N/A
(c)	United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
(d)	Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit). *	N/A	5 Years	75%	40%
(e)	Mortgage-Backed Securities (MBS) *	N/A	5 Years	30%	20%
(f)	Non-Negotiable Interest Bearing Time Deposits or Savings Accounts	N/A	1 Years	25%	15%
(g)	State and/or Local Government Taxable and/or Tax-Exempt Debt	Single "A" category by two NRSROs**	5 Years	25%	10%
(h)	Registered Investment Companies (Money Market Mutual Funds)	AAAm	N/A	50%	25%
(i)	Registered Investment Companies (Mutual Funds)	AAAf	N/A	25%	15%
(j)	Repurchase Agreements	N/A	90 Days	50%	25%
(k)	Bankers' Acceptances	Highest rating by two NRSROs**	180 Days	35%	10%
(l)	Commercial Paper***	A-1/Prime-1	270 Days	35%	5%
(m)	Corporate Notes***	Single "A" category by any two NRSROs**	5 Years	35%	5%
(n)	Intergovernmental Investment Pool	AAAm	N/A	25%	N/A

*The combined maximum amount of available funds invested in Federal Instrumentalities and mortgage-backed securities will not exceed seventy-five percent (75%).

**National Recognized Statistical Rating Organization (NRSRO).

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***The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the combination of Section (l) Commercial Paper and Section (m) Corporate Notes shall not exceed forty percent (40%). Corporate Notes are limited to 15% per industry.

Additional details about the requirements for each security type in the table above are provided in Attachment C: Security Type Purchase and Allocation Guidelines.

VI. RISK AND DIVERSIFICATION:

Assets held shall be diversified to the extent practicable to control the risk of loss resulting from over-concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically by the Committee.

VII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS:

Investment in any derivative products or the use of reverse repurchase agreements is prohibited. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets, indices, or asset values.

VIII. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS:

The Division Director (or Designee) shall only purchase securities from financial institutions that are qualified as public depositories by the Chief Financial Officer of the State of Florida or from private securities brokers/dealers designated as "primary dealers" by the Federal Reserve Bank of New York. Qualified public depositories may provide the services of a securities dealer through a Section 20 subsidiary of the financial institution or from direct issuers of commercial paper and bankers' acceptances.

The Investment Manager shall utilize and maintain its own list of approved primary and non-primary dealers.

IX. THIRD-PARTY CUSTODIAL AGREEMENTS:

The Division Director will execute a Third-Party Custodial Safekeeping Agreement with a commercial bank, which is separately chartered by the United States government or the State of Florida. All securities purchased and/or collateral obtained, with the exception of certificates of deposits, by the Division Director or Designee shall be properly designated as an asset of the District and held in safekeeping by the bank and no withdrawal of such securities, in whole or in part, shall be made from safekeeping, except by an authorized Finance Bureau staff member. The Third-Party Custodial Safekeeping Agreement shall include letters of authority from the Division Director, details as to responsibilities of each party, notification of security purchases, sales, delivery, wire transfers, safekeeping, and transaction costs, and procedures in case of wire failure or other unforeseen mishaps, including liability of each party.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the District and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, unless by such a duly authorized person.

The custodian shall provide the Division Director or Designee with monthly statements that provide detail information on the securities held by the custodian. Security transactions between

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authorized investment institutions and dealers and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a “delivery versus payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens. Certificates of deposits will be placed in the provider’s safekeeping department for the term of the deposit.

X. MASTER REPURCHASE AGREEMENT:

The District will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XI. COMPETITIVE SELECTION:

After the Division Director, Designee, or Investment Manager, has determined the approximate maturity date based on cash-flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) authorized investment institutions or dealers must be contacted and asked to provide bids/offers on securities in question. Bids will be held in confidence until the bid/offer deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to the following:

- 1) TradeWeb
- 2) Bloomberg Financial System
- 3) Wall Street Journal or a comparable recognized financial publication
- 4) Daily market pricing provided by the District’s custodian bank or correspondent institutions

The Division Director or the Investment Manager shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when in judgment of the Division Director or the Investment Manager, competitive bidding is not available, or would inhibit the selection process.

Examples of when this method may be used include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.
- B. When no active market exists for the issue being traded due to the age or depth of the issue.
- C. When a security is unique to a single dealer, for example, a private placement.
- D. When the transaction involves new issues or issues in the “when issued” market.

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When purchasing new issue securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. Overnight sweep investments or repurchase agreements will not be bid but may be placed with the District's depository bank relating to the demand account for which the sweep investments or repurchase agreements were purchased.

XII. INTERNAL CONTROLS:

The Division Director and/or Designee shall establish a system of internal controls and operational procedures. The internal control structure shall be designed to provide reasonable assurance that the assets of the District are protected from loss, theft or misuse that might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by District employees. The internal control structure will be reviewed during the annual financial audit conducted by independent auditors.

The Division Director will report any non-compliance with the District's Policy or adopted investment strategy to the Inspector General, Executive Director, General Counsel, and Chair of the Committee immediately upon becoming aware of the situation.

XIII. CONTINUING EDUCATION:

The Division Director and Designee shall complete eight (8) hours of continuing education annually in subjects or courses of study related to investment practices and products.

XIV. REPORTING:

The Division Director shall report at least quarterly to the Executive Director and the Governing Board, and shall provide quarterly investment reports. Schedules in the quarterly report shall include, but not be limited to, the following:

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

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XV. SECURITIES DISPOSITION:

Every security purchased on behalf of the District must be properly earmarked and, if in book entry form, must be held for the credit of the District by a depository chartered by the federal government, the state, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida, and must be kept by the depository in an account separate and apart from the assets of the financial institution.

XVI. PREEMPTION:

Any provision of any special act, municipal charter, or other law which prohibits or restricts the District from complying with Section 218.415, Florida Statutes, or any rules adopted under Section 218.415, Florida Statutes, is void to the extent of the conflict.

XVII. AUDITS:

Certified public accountants conducting audits of the District pursuant to Section 11.45, Florida Statutes, shall report, as part of the audit, whether or not the District has complied with Section 218.415, Florida Statutes.

XVIII. INVESTMENT POLICY ADOPTION:

This Policy shall be adopted by the Governing Board.

DISTRIBUTION

This procedure will be stored in the Governing Board's Procedure repository.

REFERENCES

Sections 218.415, 280.02, 658.12, 11.45, Florida Statutes

Third-Party Custodial Safekeeping Agreement

Attachment A: Glossary of Cash and Investment Management Terms

Attachment B: Investment Pool/Fund Questionnaire

Attachment C: Security Type Purchase and Allocation Guidelines

REVIEW PERIOD

The Division Director and the Committee shall review this Policy within sixty (60) days following the end of each fiscal year and the Governing Board shall approve any modification made thereto.

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Attachment A

Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the Southwest Florida Water Management District's investment policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills. In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web-based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

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Benchmark Notes/Bonds. Benchmark Notes and Bonds are a series of FNMA “bullet” maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio’s investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer’s account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors’ concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder’s records at any point in time. Book value is also called “amortized cost” as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called “carrying value.” Book value can vary over time as an investment approaches maturity and differs from “market value” in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A “broker” acts as an agent between buyers and sellers and receives a commission for these services. A “dealer” buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also “Primary Dealer.”

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European – one-time calls, (2) Bermudan – periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American – continuously

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callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond’s price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond’s price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two-party financial transaction. “Counterparty risk” refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond’s face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price) but does not accurately reflect a bond’s true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer’s securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

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Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and Bas clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions. All Collateralized Mortgage Obligations (CMOs) are derivatives.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3-year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

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Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also, issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

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Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a “target” Fed Funds rate associated with the Fed’s management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also, issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also, issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or “Fannie Mae”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation’s monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven-member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and

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exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See “Federal Home Loan Mortgage Corporation.”

Ginnie Mae. See “Government National Mortgage Association.”

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or “Ginnie Mae”). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See “Treasury Bills, Notes, Bonds, and SLGS.”

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing.

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Therefore, los are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

Separation of transaction authority from accounting and record keeping. A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.

Custodial safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

Avoidance of physical delivery securities. Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

Written confirmation of transactions for investments and wire transfers. Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

Development of a wire transfer agreement with the lead bank and third-party custodian. The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

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Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

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Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

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Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the "prudent person" rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository. Per Subsection 280.02(26), F.S., "qualified public depository" means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.
6. Has been designated by the Chief Financial Officer as a qualified public depository.

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Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills. FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes. FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third-party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

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Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of monies for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor’s. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and “strips” description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Swap. Trading one asset for another.

TAP Notes. Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB’s traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed, and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the

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resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also, a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

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Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also “Current Yield,” “Yield Curve,” “Yield to Call,” and “Yield to Maturity.”

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Attachment B

Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
4. A description of who may invest in the program, how often, what size deposit, and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

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Attachment C

Security Type Purchase and Allocation Guidelines

I. Florida PRIME

1. **Purchase Authorization.** The Florida PRIME Fund, as administered by the Florida State Board of Administration (SBA).
2. **Portfolio Composition.** A maximum of 50% of available funds may be invested in the Florida PRIME.
3. **Rating Requirements.** Rating shall be “AAAm” by Standard & Poor’s, or the equivalent by another Nationally Recognized Statistical Rating Organization (NRSRO).
4. **Due Diligence Requirements.** A thorough investigation of the Florida PRIME is required prior to investing and on a continual basis. A current prospectus or equivalent documentation, including an investment policy, financial statements, and portfolio holdings must be obtained. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund.

II. United States Government Securities

1. **Purchase Authorization.** Invest in negotiable direct obligations, or obligations, the principal and interest of which are unconditionally guaranteed by the United States government. Such securities will include, but not be limited to the following:

Cash Management Bills
Treasury Securities – State and Local Government Series (SLGS)
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips
2. **Portfolio Composition.** A maximum of 100% of available funds may be invested in the United States Government Securities.
3. **Maturity Limitations.** The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of settlement.

III. United States Government Agencies (full faith and credit of the United States government)

1. **Purchase Authorization.** Invest in bonds, debentures, or notes that may be subject to call, issued, or guaranteed as to principal and interest by United States government

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agencies provided such obligations are backed by the full faith and credit of the United States government. Such securities will include, but are not be limited to the following:

United States Export – Import Bank

- Direct obligations or fully guaranteed certificates of beneficial ownership

Farmer Home Administration

- Certificates of beneficial ownership

Federal Financing Bank

- Discount notes, notes and bonds

Federal Housing Administration Debentures

General Services Administration

United States Maritime Administration Guaranteed

- Title XI Financing

New Communities Debentures

- United States government guaranteed debentures

United States Public Housing Notes and Bonds

- United States government guaranteed public housing notes and bonds

United States Department of Housing and Urban Development

- Project notes and local authority bonds

2. **Portfolio Composition.** A maximum of 50% of available funds may be invested in United States government agencies.
3. **Limits on Individual Issuers.** A maximum of 25% of available funds may be invested in individual United States government agencies.
4. **Maturity Limitations.** The maximum length to maturity for an investment in any United States government agency security is five (5) years from the date of settlement.

IV. Federal Instrumentalities (United States Government Sponsored Enterprises (GSE))

1. **Purchase Authorization.** Invest in bonds, mortgage-backed securities, debentures, or notes that may be subject to call, issued, or guaranteed as to principal and interest by

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United States Government Sponsored Enterprises (Federal Instrumentalities) that are non-full faith and credit agencies, limited to the following:

Federal Farm Credit Bank (FFCB)

Federal Home Loan Bank or its district banks (FHLB)
Federal National Mortgage Association (FNMA)

Federal Home Loan Mortgage Corporation (Freddie-Mac), including Federal Home Loan Mortgage Corporation participation certificates

2. **Portfolio Composition.** A maximum of 75% of available funds may be invested in Federal Instrumentalities. The combined total of available funds invested in Federal Instrumentalities and agency mortgage-backed securities cannot be more than 50%.
3. **Limits on Individual Issuers.** A maximum of 40% of available funds may be invested in individual Federal Instrumentalities.
4. **Maturity Limitations.** The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of settlement.

V. Agency Mortgage-Backed Securities (MBS)

1. **Purchase Authorization.** Investment in agency mortgage-backed securities (MBS) which are based on mortgages that are guaranteed by a government agency or Federal Instrumentality for payment of principal and a guarantee of timely payment.
2. **Portfolio Composition.** A maximum of 30% of available funds may be invested in MBS. The combined total of available funds invested in Federal Instrumentalities and MBS cannot be more than 50%.
3. **Limits of Individual Issuers.** A maximum of 20% of available funds may be invested with any one issuer.

The maximum percentage invested in securities of any one issuer is inclusive of MBS of the same issuer.

4. **Maturity Limitations.** The maximum length to maturity for an investment in any MBS is five (5) years from the date of settlement.

The maturity of MBS shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

VI. Non-Negotiable Interest-Bearing Time Deposit or Saving Accounts

1. **Purchase Authorization.** Invest in non-negotiable interest-bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in

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national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

2. **Portfolio Composition.** A maximum of 25% of available funds may be invested in non-negotiable interest-bearing time certificates of deposit.
3. **Limits on Individual Issuers.** A maximum of 15% of available funds may be deposited with any one issuer.
4. **Maturity Limitations.** The maximum maturity on any certificate shall be no greater than one (1) year from the date of settlement.

VII. Municipal Obligations

1. **Purchase Authorization.** Invest in municipal obligations.
2. **Portfolio Composition.** A maximum of 25% of available funds may be invested in municipal obligations.
3. **Limits on Individual Issuers.** A maximum of 10% of available funds may be invested with any one issuer.
4. **Ratings Requirements.** Municipal obligations purchased must be rated at the time of purchase at a minimum single "A" category by any two NRSROs or rated at least "MIG-2" by Moody's or "SP-2" by Standard & Poor's for short-term debt.
5. **Maturity Limitations.** A maximum length to maturity for an investment in any municipal obligation is five (5) years from the date of settlement.

VIII. Registered Investment Companies (Money Market Mutual Funds)

1. **Purchase Authorization.** Invest in shares in open-end or no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7.
2. **Portfolio Composition.** A maximum of 50% of available funds may be invested in money market mutual funds.
3. **Limits of Individual Issuers.** A maximum of 25% of available funds may be invested with any one money market mutual fund.
4. **Rating Requirements.** Money market mutual funds shall be rated "AAAm" by Standard & Poor's or the equivalent by another NRSRO.
5. **Due Diligence Requirements.** A thorough investigation of any money market mutual fund is required prior to investing and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that

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cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

IX. Registered Investment Companies (“Mutual Funds”)

1. **Purchase Authorization.** Shares of open-end, no-load, institutional class mutual funds with fluctuating net asset values (NAV) provided that such funds are registered under the Investment Company Act of 1940. The prospectus must indicate that the funds average duration is maintained at 3 years or less and the fund invests exclusively in investment instruments as authorized by this policy.
2. **Portfolio Composition.** A maximum of 25% of available funds may be invested in mutual funds.
3. **Limits of Individual Issuers.** A maximum of 15% of available funds may be invested with any one mutual fund.
4. **Rating Requirements.** The mutual funds shall be rated “AAAF” by Standard & Poor’s or the equivalent by another NRSRO.
5. **Due Diligence Requirements.** A thorough investigation of any mutual fund is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

X. Repurchase Agreements

1. **Purchase Authorization.**
 - a. Invest in repurchase agreements composed of only those investments based on the requirements set forth by the District’s Master Repurchase Agreement. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.
 - b. A third-party custodian with whom the District has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Division Director and retained.
 - c. Securities authorized for collateral are negotiable direct obligations of the United States government, government agencies, and Federal Instrumentalities with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Division Director.
2. **Portfolio Composition.** A maximum of 50% of available funds may be invested in repurchase agreements, excluding one (1) business day agreements and overnight sweep agreements.

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3. **Limits on Individual Issuers.** A maximum of 25% of available funds may be invested with any one institution.
4. **Limits on Maturities.** The maximum length to maturity of any repurchase agreement is 90 days from the date of settlement.

XI. Bankers' Acceptances

1. **Purchase Authorization.** Invest in bankers' acceptances which are issued by a domestic bank.
2. **Portfolio Composition.** A maximum of 35% of available funds may be directly invested in bankers' acceptances.
3. **Limits on Individual Issuers.** A maximum of 10% of available funds may be invested with any one issuer.
4. **Ratings Requirements.** Bankers' acceptances that are rated at the time of purchase in the highest category by at least two NRSROs.
5. **Maturity Limitations.** The maximum length to maturity for bankers' acceptances shall be 180 days from the date of settlement.

XII. Commercial Paper

1. **Purchase Authorization.** Invest in commercial paper of any United States company.
2. **Portfolio Composition.** A maximum of 35% of available funds may be directly invested in prime commercial paper. The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the combination of Section (l) Commercial Paper and Section (m) Corporate Notes shall not exceed forty percent (40%).
3. **Limits on Individual Issuers.** A maximum of 5% of available funds may be invested with any one issuer.
4. **Ratings Requirements.** Commercial paper that has a minimum S&P rating of A-1 and minimum Moody's rating of Prime-1 at the time of purchase. If the commercial paper is backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated single "A" category or better by at least two NRSROs.
5. **Maturity Limitations.** The maximum length to maturity for prime commercial paper shall be 270 days from the date of settlement.

XIII. Corporate Notes

1. **Purchase Authorization.** Invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States. Investment in any Scrutinized Company as defined by Section 218.415 Florida Statutes is prohibited.

GOVERNING BOARD POLICY

Title: Investments

Effective Date: 11/16/2021

Page 33 of 34

2. **Portfolio Composition.** A maximum of 35% of available funds may be directly invested in corporate notes. The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the combination of Section (l) Commercial Paper and Section (m) Corporate Notes shall not exceed forty percent (40%).
3. **Limits on Individual Industry.** A maximum of 15% of available funds may be directly invested in any one industry. Security industry classification will be determined using the Bloomberg Industry Classification Standards (BICS).
4. **Limits on Individual Issuers.** A maximum of 5% of available funds may be invested with any one issuer.
5. **Ratings Requirements.** Corporate notes that have a long-term debt rating, at the time of purchase, at a minimum of a single "A" category by any two NRSROs.
6. **Maturity Limitations.** The maximum length to maturity for corporate notes shall be five (5) years from the date of settlement.

XIV. Intergovernmental Investment Pool

1. **Purchase Authorization.** Invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01, F.S.
2. **Portfolio Composition.** A maximum of 25% of available funds may be invested in intergovernmental investment pools.
3. **Rating Requirements.** The intergovernmental investment pool shall be rated "AAA" by Standard & Poor's or the equivalent by another NRSRO.
5. **Due Diligence Requirements.** A thorough review of any investment pool/fund is required prior to investing and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund.

GOVERNING BOARD POLICY**Title: Investments****Effective Date: 11/16/2021****Page 34 of 34****DOCUMENT DETAILS**

Document Name	Investments
Formerly Known As	N/A
Document Type	Policy
Author(s)	Public Trust Advisors, Finance Bureau Chief, Management Services Division Director
Reviewing Stakeholder(s)	Public Trust Advisors, Finance Bureau Chief, Management Services Division Director
Document Owner Name	Melisa Lowe
Document Owner Title	Finance Bureau Chief
Review Period (in days)	365
Span of Control	Governing Board
Supersedes Date	11/17/2020
Effective Date	11/16/2021

APPROVAL

Kelly Rice
Chair

Date

CONSENT AGENDA**November 16, 2021****Resource Management Committee: Approve Use of the Pearce Drain/Gap Creek Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Manatee County (N759)***Purpose*

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

Background/History

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for nineteen watersheds in Hernando County, eleven watersheds in Pasco County, six watersheds in Citrus County, five watersheds in Manatee County, six watersheds in Sarasota County, five watersheds in Polk County, two watersheds in DeSoto County, five watersheds in Hardee County, three watersheds in Highlands County, two watersheds in Pinellas County, four watersheds in Sumter County, fifteen watersheds in Marion County and four watersheds in Hillsborough County. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2021-2025. Upon the Governing Board's approval, WMP floodplain information for these watersheds is typically used as best available information by the ERP program.

Floodplain information for the Pearce Drain/Gap Creek watershed was prepared by a District hired consultant, CDM Smith, Inc., Engineering Firm of Record, reviewed by District and County staff, and then reviewed by the District's independent peer review consultant, Collective Water Resources, LLC. Floodplain information for the watershed was presented for review and comment during a virtual public outreach held from July 27 to September 20, 2020. Affected property owners were notified of the outreach by print advertisement and media release with approximately 186 people that provided comments via email, phone, online, or returned comment cards. The comments were addressed and, where appropriate, the watershed model was revised to reflect the comments. The watershed model and preliminary floodplain data reasonably reflects recent significant storm events and currently represents the most accurate floodplain information available for the watershed.

Staff Recommendation:

Approve use of the Pearce Drain/Gap Creek Watershed Management Plan floodplain information to update Flood Insurance Rate Maps in Manatee County.

Presenter:

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

CONSENT AGENDA

November 16, 2021

Resource Management Committee: Seminole Stormwater Master Plan Update and Infrastructure Assessment Project – Cooperator Lead Change

Purpose

The purpose of this item is to request approval to change the project lead from the District to the City of Seminole on the Seminole Stormwater Master Plan Update and Infrastructure Assessment project (Q163).

Background/History

The Board approved this City of Seminole (City) project during the fiscal year (FY) 2021 cooperative funding initiative (CFI) budget cycle. This project is to complete a Watershed Management Plan (WMP) for the City of Seminole in Pinellas County including a watershed evaluation, a full stormwater inventory, floodplain analysis, Level of Service determination (LOS), and Best Management Practices (BMPs) alternative analysis.

The City originally requested that the District take the lead on this project and this was approved by the Governing Board during the FY2021 CFI budget cycle. During the scope of work development phase between the City and the District, the City reconsidered their role in this project and requested that they take the lead. The City has a critical need to finish the project on an accelerated schedule and can focus on this project as their sole priority. This would change the risk level from a Type 4 to a Type 3 contract, reducing the risk exposure to the District. No other changes are proposed. The project scope and budget remain the same.

Benefits/Costs

The total project budget is \$500,000 with the District providing fifty percent (\$250,000). The measurable benefit of the project is the completion of a WMP that identifies floodplains, establishes LOS, and evaluates BMPs to address flooding concerns in the City of Seminole watershed. The project cost, objectives and measurable benefit have not changed.

Staff Recommendation:

Staff recommends approval of the City taking the lead on this project which will change the risk level from a Type 4 to a Type 3 contract.

Presenter:

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

CONSENT AGENDA**November 16, 2021****Resource Management Committee: Approve Use of the Bowlees Creek Watershed Management Plan Floodplain Information to Update Flood Insurance Rate Maps in Manatee County (N809)***Purpose*

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

Background/History

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for nineteen watersheds in Hernando County, eleven watersheds in Pasco County, six watersheds in Citrus County, six watersheds in Manatee County, six watersheds in Sarasota County, five watersheds in Polk County, two watersheds in DeSoto County, five watersheds in Hardee County, three watersheds in Highlands County, two watersheds in Pinellas County, four watersheds in Sumter County, fifteen watersheds in Marion County and four watersheds in Hillsborough County. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2021-2025. Upon the Governing Board's approval, WMP floodplain information for these watersheds is typically used as best available information by the ERP program.

Floodplain information for the Bowlees Creek watershed was prepared by a District hired consultant, Geosyntec Consultants, Inc., Engineering Firm of Record, reviewed by District and County staff, and then reviewed by the District's independent peer review consultant, Collective Water Resources, LLC. Floodplain information for the watershed was presented for review and comment during a virtual public outreach held from May 10 to June 24, 2021. Affected property owners were notified of the outreach by print advertisement and media release with approximately 92 people that provided comments via email, phone, online, or returned comment cards. The comments were addressed and, where appropriate, the watershed model was revised to reflect the comments. The watershed model and preliminary floodplain data reasonably reflects recent significant storm events and currently represents the most accurate floodplain information available for the watershed.

Staff Recommendation:

Approve use of the Bowlees Creek Watershed Management Plan floodplain information to update Flood Insurance Rate Maps in Manatee County.

Presenter:

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

CONSENT AGENDA

November 16, 2021

Operations, Lands and Resource Monitoring Committee: Sale of Easement to Duke Energy, Lake Tarpon Outfall Canal, SWF Parcel 16-001-157X

Purpose

Recommend the Governing Board approve the sale of an easement to Duke Energy to expand an existing energy corridor for improvement of existing electric facilities located within the Lake Tarpon Outfall Canal (LTOC) right of way (the Proposed Easement). A site map and general location map are included as Exhibits 1 and 2, respectively. The Purchase and Sale Agreement that includes the legal description for the Proposed Easement is included as Exhibit 3.

Background

The LTOC was constructed to provide flood protection to Pinellas County and runs from Lake Tarpon south to Safety Harbor. The Proposed Easement is located on the western side of the canal, downstream of structure S-551 and in the vicinity of McMullen Booth Road north of Curlew Road.

Utility infrastructure currently owned by Duke Energy runs parallel or is located adjacent to portions of the District's existing canal right of way. Duke Energy is upgrading its facilities and expanding its service in its existing utility corridor that traverses through numerous properties in this area. Duke would like to expand its existing facilities with the installation of an underground distribution cable to be installed via a directional bore within the Proposed Easement. The Proposed Easement involves a 5-to-10-foot-wide strip of land comprised of 3,691.7 square feet, or .085 acres.

The Proposed Easement has been reviewed by District staff and determined to be compatible as long as all ground improvements, including control boxes, are constructed flush and will not impede mowing and other maintenance activities within the canal right of way. Duke has offered to purchase the Proposed Easement and provided an appraisal which was reviewed and is supported by the District's qualified in-house appraiser.

Appraisal and Price

The Proposed Easement was appraised by Tod Marr, MAI. The date of valuation of his report is September 3, 2021, with a reported value of the easement of \$510.00. The appraisal recognizes the size and configuration of the District-owned donor property, consisting of 1.89 acres of which 1.14 acres are wetlands. The physical conditions of the District's property limit its potential for any other use other than its existing use as a right of way corridor. The complete appraisal is available upon request.

Benefits/Costs

The District will receive revenue of \$510.00 associated with the sale of the Proposed Easement. Duke Energy will maintain the Proposed Easement in accordance with the terms set forth in the Proposed Easement. There is no cost to the District related to the project.

Staff Recommendation:

- Accept the offer of \$510.00; and
- Approve the Purchase/Sale Agreement and authorize the Executive Director to execute on behalf of the District; and

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

Presenter:

Ellen Morgan Morrison, J.D., Bureau Chief, Land Resources Bureau

EXHIBIT 3

Lake Tarpon Outfall Canal
SWF Parcel No. 16-001-157X
Approved by Attorney: _____

PURCHASE/SALE AGREEMENT

This Agreement (Agreement) made and entered into by and between the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (District), and Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, having an address of Post Office Box 14042, St. Petersburg, Florida, 33733 (Buyer), and collectively the Parties.

WITNESSETH:

WHEREAS, District is the owner in fee simple of real property as recorded in OR Book 2320 Page 24 Public Records Pinellas County, Florida; and

WHEREAS, the Buyer desires to acquire an Easement interest in District's property for utility improvements.

NOW THEREFORE, in consideration of ten dollars and no cents (10.00) paid by the Buyer to the District and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged, the District hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the District, a perpetual easement over that certain real property situated in Pinellas County, Florida, upon the following terms and conditions:

1. **PROPERTY.** Subject to the terms, covenants and conditions set forth in this Agreement, the District agrees to sell to the Buyer, and the Buyer agrees to purchase from the District, a perpetual easement to enter on, over and across that certain real property situated in Pinellas County, Florida, (Property) more specifically described in Exhibit A attached hereto and incorporated herein by this reference. For the purpose described in the proposed Perpetual Easement attached hereto as Exhibit B.
2. **EFFECTIVE DATE.** The effective date of this Agreement will be on the day and year the last of the Parties has signed below.
3. **APPROVAL.** This Agreement is subject to approval by the District's Governing Board. If the Governing Board does not approve this Agreement and all the terms and conditions hereof, the District will notify the Buyer thereof in writing, and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.
4. **PURCHASE PRICE.** The total purchase price will be five hundred ten dollars and no cents (\$510.00), payable by the Buyer to the District upon Governing Board approval for the perpetual easement interest.
5. **ENCROACHMENTS AND ENCUMBRANCES.** After the final execution of this Agreement neither the District nor anyone under the District's control or direction will cause or allow any encroachments or encumbrances on the Property not existing on the date of the District's execution hereof.

6. **PROCEEDS.** At closing, the distribution of the purchase amount will be made by the Buyer to the District in the form of a check or electronic funds transfer.
7. **BINDING EFFECT.** The covenants herein contained will bind, and the benefits and advantages hereof will inure to, the personal representatives, successors and assigns of the Parties hereto; whenever used herein, the singular will include the plural, the plural will include the singular, and the use of any gender will include the other.
8. **SURVIVAL OF CONTRACT TERMS.** The terms and conditions of this Agreement will survive the closing of the sale of the Perpetual Easement over the Property.
9. **NOTICE.** Any notice which must or may be given under this Agreement or by law will be in writing and will be deemed to have been given when delivered by personal delivery or when deposited in the United States mail, certified, return receipt requested, full postage prepaid to the Parties at the addresses set forth above.
10. **ELECTRONIC/FACSIMILE SIGNATURE.** The Parties agree that this Agreement may be executed by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as an original, manually executed document.
11. **CONSTRUCTION.** The District and the Buyer acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.
12. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
13. **SEVERABILITY.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any section of this Agreement.
14. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.
15. **PUBLIC RECORDS.** All records and documents generated or received by the Parties in relation to this Agreement are subject to the Public Records Act, Chapter 119, F.S., except that appraiser reports, offers and counteroffers are confidential and exempt from the provisions of Section 119.07(1), F.S., until an option contract is executed, or if no option contract is executed, until thirty (30) days before a contract or Agreement for purchase is considered for approval by the District Governing Board pursuant to Section 373.139(3)(a), F.S.

IN WITNESS WHEREOF, the Parties and the lawful representatives of the Parties hereto have caused these presents to be executed in their respective names upon the day and year entered below their respective signatures.

Buyer: Duke Energy Florida, LLC

By: _____
Signature

Its: _____
Title

Date: _____

District: Southwest Florida Water Management District

By: _____
Brian Armstrong, P.G., Executive Director

Date: _____

Revised 4/2021

THIS IS NOT A SURVEY

Exhibit A**Legal Description:**

Parcel #19-28-16-00000-330-0700

A portion of parcel 19-28-16-00000-330-0700 recorded in Official Records Book 2320, Page 24, Public Records of Pinellas County, Florida, lying in Section 9, Township 28 South, Range 16 East, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 28 South, Range 16 East; thence along the North line of the Southwest 1/4 of the Southwest 1/4 of Section 9 run South 89°44'55" West, a distance of 799.19 feet to a point on North line of the Southwest 1/4 of the Southwest 1/4 of Section 9 being 4.93 Easterly of the Northwest corner of Parcel 2. described in the Order of Taking recorded in Official Records Book 2320, Page 24 of the Public Records of Pinellas County, Florida that falls along a chain link fence as it exists on August 16, 2021 and the Point of Beginning of this description; thence along the aforesaid North line of the Southwest 1/4 of the Southwest 1/4 of Section 9 run North 89°44'55" East, a distance of 10.00 feet; thence leaving said line run along a line being 10.00' easterly of and parallel to a chain link fence as it exists on August 16, 2021 South 00°24'32" East, a distance of 452.89 feet to the Northwest right of way line of East Lake Road, a.k.a. County Road No. 77. said line also being on the boundary of the aforesaid Parcel 2.; thence along the boundary of Parcel 2. the following three courses and distances; run South 45°25'41" West, a distance of 6.31 feet; thence North 00°45'21" West, a distance of 120.94 feet; thence South 89°14'39" West, a distance of 5.35 feet; thence leaving the boundary of Parcel 2. run North 00°45'21" West, a distance of 110.00 feet to a point on the boundary of said Parcel 2.; thence along the boundary of Parcel 2. the following three courses and distances; run North 89°14'39" East, a distance of 5.26 feet; thence North 00°45'21" West, a distance of 41.65 feet; thence South 89°14'39" West, a distance of 5.23 feet; thence leaving the boundary of Parcel 2. run North 00°42'32" West, a distance of 184.76 feet to the Point of Beginning.

Contains 0.085 acres (3,691.7 Square Feet)

Surveyor's Notes:

1. North and the bearings shown hereon are referenced to the North line of the SW 1/4 of the SW 1/4 of Section 9, Township 28 South, Range 16 East as being South 89°44'55" East.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Colliers Engineering and Design, Inc. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description was prepared by Colliers Engineering and Design, Inc. per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.

**Brian K
Hefner**

Digitally signed by Brian
K Hefner
Date: 2021.08.18 14:15:44
-04'00'

08/17/21

BRIAN K. HEFNER, P.S.M.
COLLIERS ENGINEERING AND DESIGN, INC.

FLORIDA REGISTRATION No. 5370
FLORIDA REGISTRATION No. LB 7388

DATE



Doing Business as **MASER**
ORLANDO
1101 North Lake Destiny Road,
Suite 415
Maitland, FL 32751
Phone: 321.441.9405
www.colliersengineering.com
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CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

19-28-16-00000-330-0700
BOOT RANCH PARTNERSHIP



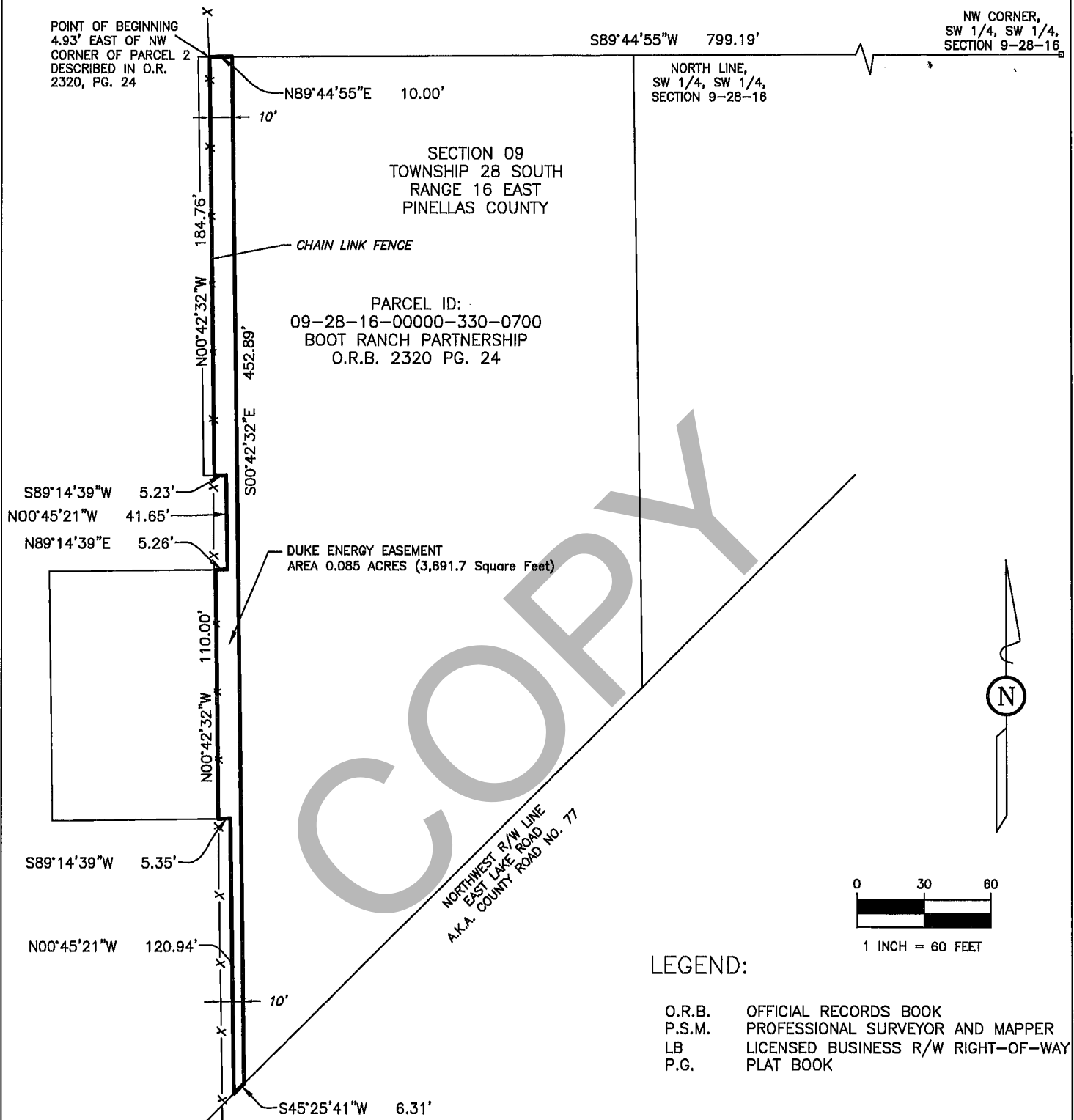
550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS	1	08/17/21	BKH
	2		
VENDOR PROJECT No.	21004377A		
VENDOR DRAWING No.			

DRAWN	CHECK	SCALE: AS SHOWN	SITE: 000000	LU: 0000000	WO: 40802349
BKH	BKH	DATE: 08/17/2021	V-SURV.DWG	SHEET 1 OF 2	

EXHIBIT "A"

THIS IS NOT A SURVEY

**Colliers**Engineering
& Design

Doing Business as



DELRAY BEACH
1615 South Congress Avenue
Suite 103
Delray Beach, FL 33445
Phone: 877.627.3772

www.colliersengineering.com

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CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

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**DUKE
ENERGY®**

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS	1	07/21/21	BKH
	2		

VENDOR PROJECT No.	21004377A	DRAWN	CHECK	SCALE: 1" = 60'	SITE: 000000	LU: 0000000	WO: 40802349
VENDOR DRAWING No.		MASER	BKH	DATE: 07/09/2021	V-SURV.DWG		SHEET 2 OF 2

Legal Description:

Parcel #19-28-16-00000-330-0700

A portion of parcel 19-28-16-00000-330-0700 recorded in Official Records Book 2320, Page 24, Public Records of Pinellas County, Florida, lying in Section 9, Township 28 South, Range 16 East, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 28 South, Range 16 East; thence along the North line of the Southwest 1/4 of the Southwest 1/4 of Section 9 run South 89°44'55" West, a distance of 799.19 feet to a point on North line of the Southwest 1/4 of the Southwest 1/4 of Section 9 being 4.93 Easterly of the Northwest corner of Parcel 2. described in the Order of Taking recorded in Official Records Book 2320, Page 24 of the Public Records of Pinellas County, Florida that falls along a chain link fence as it exists on August 16, 2021 and the Point of Beginning of this description; thence along the aforesaid North line of the Southwest 1/4 of the Southwest 1/4 of Section 9 run North 89°44'55" East, a distance of 10.00 feet; thence leaving said line run along a line being 10.00' easterly of and parallel to a chain link fence as it exists on August 16, 2021 South 00°24'32" East, a distance of 452.89 feet to the Northwest right of way line of East Lake Road, a.k.a. County Road No. 77. said line also being on the boundary of the aforesaid Parcel 2.; thence along the boundary of Parcel 2. the following three courses and distances; run South 45°25'41" West, a distance of 6.31 feet; thence North 00°45'21" West, a distance of 120.94 feet; thence South 89°14'39" West, a distance of 5.35 feet; thence leaving the boundary of Parcel 2. run North 00°45'21" West, a distance of 110.00 feet to a point on the boundary of said Parcel 2.; thence along the boundary of Parcel 2. the following three courses and distances; run North 89°14'39" East, a distance of 5.26 feet; thence North 00°45'21" West, a distance of 41.65 feet; thence South 89°14'39" West, a distance of 5.23 feet; thence leaving the boundary of Parcel 2. run North 00°42'32" West, a distance of 184.76 feet to the Point of Beginning.

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2. All measurements shown hereon are in U.S. Survey Feet.
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4. Legal description was prepared by Colliers Engineering and Design, Inc. per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.

Brian K
Hefner

Digitally signed by Brian
K Hefner
Date: 2021.08.18 14:15:44
-04'00'

08/17/21

BRIAN K. HEFNER, P.S.M.
COLLIERS ENGINEERING AND DESIGN, INC.

FLORIDA REGISTRATION No. 5370
FLORIDA REGISTRATION No. LB 7388

DATE



Doing Business as **MASER**
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1101 North Lake Destiny Road,
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CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

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BOOT RANCH PARTNERSHIP



550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS

1	08/17/21	BKH
2		

VENDOR PROJECT No.	21004377A	DRAWN	CHECK	SCALE: AS SHOWN	SITE: 000000	LU: 0000000	WO: 40802349
VENDOR DRAWING No.		BKH	BKH	DATE: 08/17/2021	V-SURV.DWG		SHEET 1 OF 2

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to GRANTEE herein; provided however, without the prior written consent of GRANTEE, GRANTOR shall not: (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. GRANTEE shall have the right to remove any such obstruction(s) at GRANTOR's expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or GRANTOR's adjoining property caused by GRANTEE or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and GRANTOR reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to GRANTEE herein.

GRANTEE agrees to defend, indemnify, and hold harmless the GRANTOR, its agents, employees, and officers from and against all liabilities, claims, damages, expenses, or actions, either at law or in equity, including attorney fees and cost and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the GRANTEE, its agents, employees, subcontractors, assigns, heirs, or anyone for whose acts or omissions any these persons or entities may be liable during the construction, reconstruction, operation, or maintenance of GRANTEE's Facilities located on the Easement.

Within ninety (90) days after written notice by GRANTEE to GRANTOR that this Easement is no longer necessary for the foregoing purposes, or after the date that GRANTEE ceases to provide service to the Facilities for the foregoing purposes, GRANTEE shall remove all its Facilities and fixtures from the Easement Area and this Easement will automatically terminate and revert to GRANTOR. Following termination of this Easement, upon request by GRANTOR, GRANTEE shall execute a release of easement document conveying all right, title, and interest in this Easement to GRANTOR.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above-described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees, and assigns of GRANTEE.

Prepared By: Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle, Suite C
Saint Petersburg, Florida 33716

EXHIBIT B

Return to: Duke Energy
Attn: Land Services
3300 Exchange Place, NP1B
Lake Mary, Florida 32746

SWF Parcel No. 16-001-157X
Lake Tarpon Outfall Canal

UTILITY EASEMENT

THIS UTILITY EASEMENT ("Easement"), is made this ____ day of _____, 2021 ("Effective Date"), by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899 referred to herein as ("GRANTOR"), and DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, d/b/a DUKE ENERGY, having an address of Post Office Box 14042, St. Petersburg, Florida 33733 ("GRANTEE").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto GRANTEE, the personal right, privilege, and easement to install, operate, and maintain such facilities as may be necessary or desirable for providing electric energy and for communication purposes ("Facilities") over, under, upon, across, through, and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00-foot-wide Easement Area lying 5.00 feet on each side of GRANTEE's Facilities as depicted on the description sketch within the following described property to accommodate present and future development attached hereto and incorporated herein by this reference as Exhibit "A."

The rights herein granted to GRANTEE by GRANTOR specifically include the right: (a) for GRANTEE to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities provided any such infrastructure is placed at or below grade; (b) for GRANTEE to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of GRANTOR's adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut, or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures, or other obstructions; (e) to trim, cut, or remove and to keep trimmed or remove dead, diseased, weak, or leaning trees or limbs outside of the Easement Area which, in the opinion of GRANTEE, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables, and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for GRANTEE's safe, reliable, and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

IN WITNESS WHEREOF, the parties hereto have by their respective duly authorized representatives executed this Easement as of the Effective Date.

GRANTOR

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT, a public corporation
existing under Chapter 373, Florida Statutes

(seal)

Kelly Rice, Chairman

Date

ATTEST:

Michelle Williamson, Secretary

Date

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Kelly Rice, as Chairman, and Michelle Williamson as Secretary, of the GOVERNING BOARD OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, who are personally known to me.

PRINT/TYPE NAME

Notary Public in and for the
County and State last aforesaid.

My Commission Expires: _____

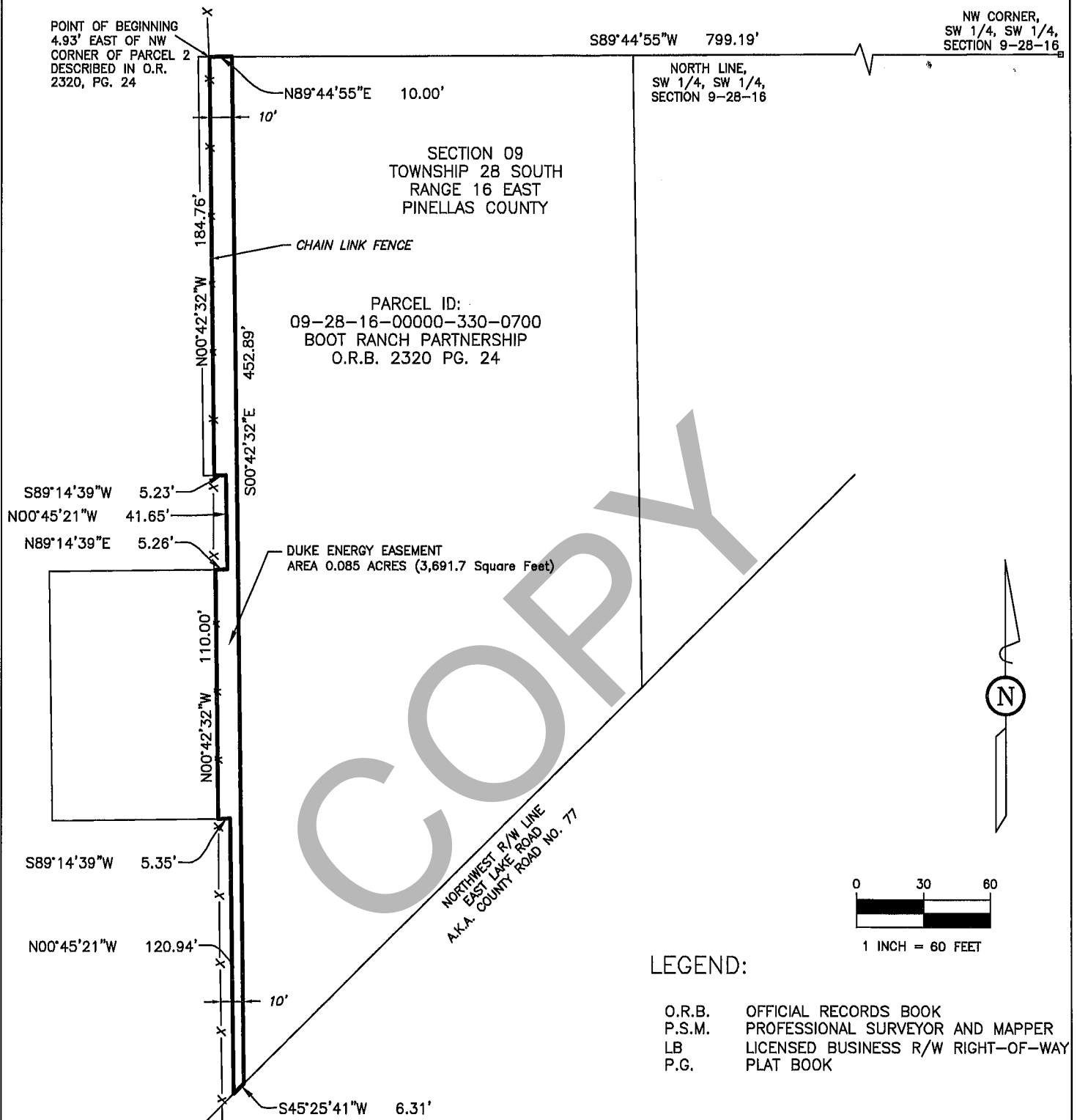
Commission No.: _____

Approved as to form:

Office of General Counsel

EXHIBIT "A"

THIS IS NOT A SURVEY

**Colliers**Engineering
& Design

Doing Business as



DELRAY BEACH
1615 South Congress Avenue
Suite 103
Delray Beach, FL 33445
Phone: 877.627.3772

www.colliersengineering.com

Copyright © 2021, Colliers Engineering & Design. All rights reserved. This drawing and all the information contained herein is a confidential document. It is to be used only for the project for which it was prepared. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the express written consent of Colliers Engineering & Design.

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

19-28-16-00000-330-0700
BOOT RANCH PARTNERSHIP

**DUKE
ENERGY®**

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

REVISIONS	1	07/21/21	BKH
	2		

VENDOR PROJECT No.	21004377A	DRAWN	CHECK	SCALE: 1" = 60'	SITE: 000000	LU: 0000000	WO: 40802349
VENDOR DRAWING No.		MASER	BKH	DATE: 07/09/2021	V-SURV.DWG		SHEET 2 OF 2

CONSENT AGENDA

November 16, 2021

Operations, Lands and Resource Monitoring Committee: Offer for Surplus Lands – Annutteliga Hammock (AH-4), SWF Parcel No. 15-228-2068S

Purpose

Recommend the Governing Board approve the Contract for Sale and Purchase for the surplus parcel attached as Exhibit 1. A site map and general location map are attached as Exhibits 2 and 3 respectively.

Background and History

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

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

AH-4 comprises approximately 15 acres, and was listed with Saunders Real Estate on November 2016. It has been advertised through multiple media and personal contacts since that time.

Summary of Value and Offer

The most recent appraisal of the property was on March 29, 2021, which was prepared by Trigg, Catlett & Associates, Kyle Catlett MAI, with a value of \$120,000. A sales summary and adjustment grid from the appraisal is attached as Exhibit 4. The complete appraisal report is available upon request. The highest and best use for the property was determined to be for residential use. The current offer is for \$129,900.

The District's title to the property includes the subsurface rights. Any sale would include the interest in all phosphate, minerals, metals, and petroleum that may be in, on or under the property. The current offer being presented for consideration to the Governing Board is above the appraised value and the contract details are as follows:

Sale Terms

- The District will deliver title to the buyer by Quit Claim Deed. The Deed will limit and restrict the development of the property to one residence.
- The purchase price is fixed without adjustment provisions.

- The Buyer will make a deposit of 5 percent of the contract price, or \$6,495, with a closing to occur no more than 30 days after the effective date of the Contract for Sale and Purchase.
- The buyer will pay the real estate commission of \$7,794 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

Benefit/Costs

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

Staff Recommendation:

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

Presenter:

Ellen Morrison, J.D., Bureau Chief, Land Resources

Approved by Attorney: _____

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase (Contract) is made this _____ day of, 20²¹, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 (District), and Kirsten & Stephen Forbes and/or assign _____, having an address of 652 Petal Mist Lane Brooksville, FL 34604 (Buyer), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell, and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (Property).
2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer will be binding for ninety (90) days after such execution by Buyer. If this Contract is not executed by the District on or before _____ (90) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.
3. **EFFECTIVE DATE:** The effective date of this Contract will be the date of execution by the District.
4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement will terminate.
5. **PURCHASE PRICE:** The total purchase price for the Property will be _____ dollars (\$129,900), which will be paid in the following manner:
 - a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer will deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes (F.S.), made payable to the closing agent designated by the District, as earnest money (Deposit). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District will return the Deposit to Buyer.
 - b. **Balance:** The balance of the purchase price will be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.
6. **CLOSING, EXPENSE AND POSSESSION:** This Contract will be closed no later than _____ (30) days from the effective date referenced in Paragraph 2, unless this

Contract for Sale and Purchase
Parcel Name: AH-4
SWF Parcel No.: 15-228-2068S

Revised 3/1/2021

Contract is terminated pursuant to Paragraphs 2, 4, 9, 13, or 14. The following are additional details of closing:

- a. **Time and Place**: The date, time and place of closing will be set by the District.
- b. **Conveyance**: At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.
- c. **Expenses**: Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Meridian Title Company Inc., having an address of 37837 Meridian Ave STE 100, Dade City, FL 33525, as the escrow agent for closing. The Buyer will pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.
- d. Buyer will also be responsible for paying SVN Saunders Ralston Dantzler Real Estate in the amount of seven thousand seven hundred ninety four dollars (\$7,794), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

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

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:**

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

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

Contract for Sale and Purchase
Parcel Name: AH-4
SWF Parcel No.: 15-228-2068S

Revised 3/1/2021

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within _____ (5) days from the effective date of this Contract (Due Diligence Period).

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

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

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

12. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in

Contract for Sale and Purchase

Revised 3/1/2021

Parcel Name: AH-4

SWF Parcel No.: 15-228-2068S

the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

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

14. **DEFAULT:** If Buyer fails to close within _____ (35) days from the effective date referenced in Paragraph 3, the District will retain the Deposit, this Contract will terminate, and the District and Buyer will be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within _____ (35) days from the effective date referenced in Paragraph 3, the District will return the Deposit to Buyer, this Contract will terminate, and Buyer and the District will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

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

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

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

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

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

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

21. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of

Contract for Sale and Purchase

Revised 3/1/2021

Parcel Name: AH-4

SWF Parcel No.: 15-228-2068S

the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property will be revised by or at the direction of the District and will be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property will not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description will constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

22. **SURVIVAL:** Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **COUNTERPARTS AND AUTHORITY TO SIGN:** The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

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

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

DISTRICT:

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

Witness

Printed Name

Witness

Printed Name

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

Witness

Printed Name

By:

Kirsten Forbes

dotloop verified
10/20/21 10:20 AM EDT
UJBI-CVAC-UEBZ-M8QT

Name: Kirsten Forbes

Title: _____

Date: _____

Witness

Printed Name

By:

Stephen Forbes

dotloop verified
10/20/21 10:20 AM EDT
YBHO-L98Z-H9FM-WWM1

Name: Stephen Forbes

Title: _____

Date: _____

Exhibit "A"
Legal Description

Legal Description Parcel

Remainder of this page intentionally left blank.

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

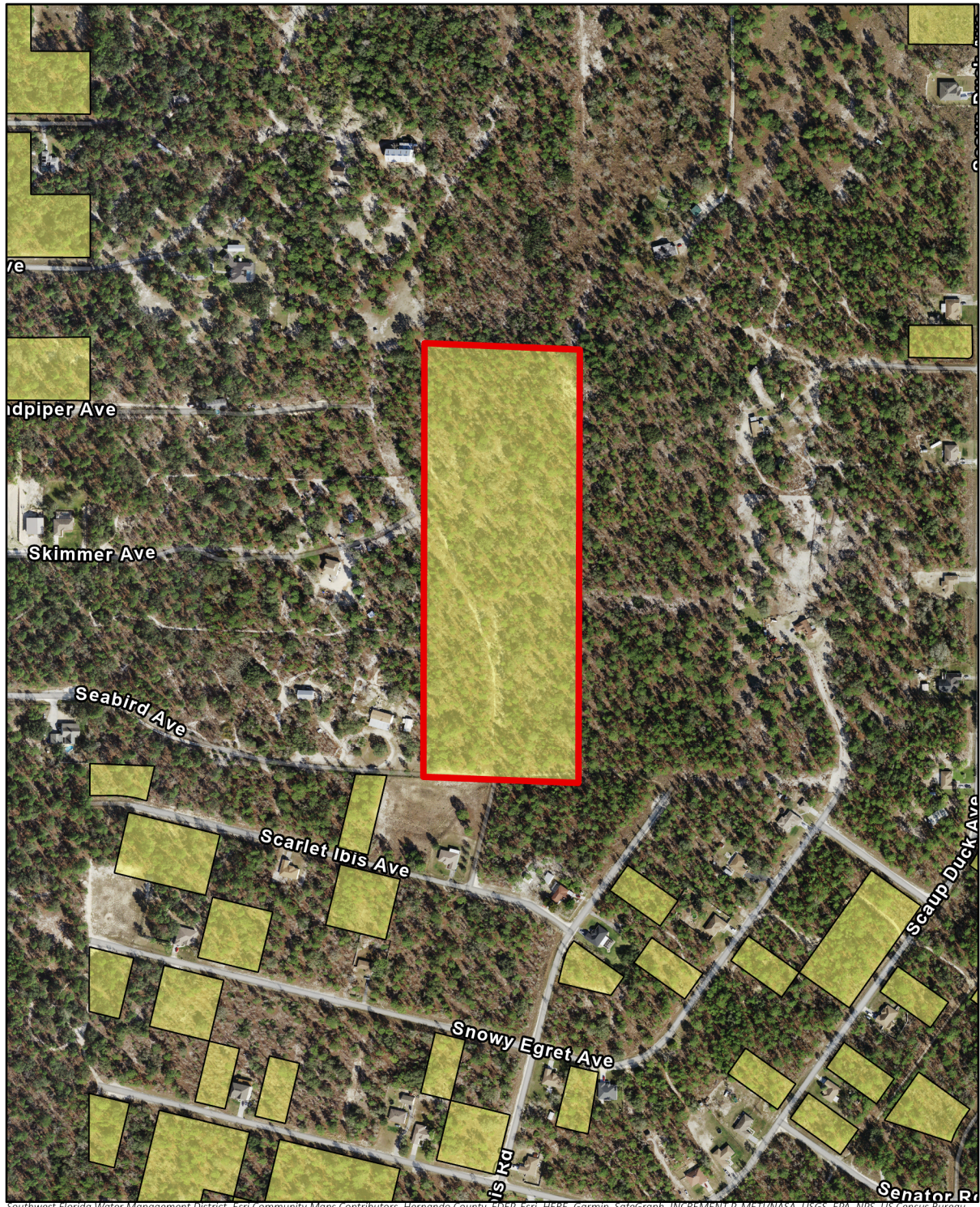
- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest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

THIS _____ SURVEY IS CERTIFIED TO THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS MEETING OR EXCEEDING, IN QUALITY AND PRECISION, THE STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

- Title Commitment exceptions must be addressed on the survey.
- When applicable, the existence of Sovereign Boundaries will be determined by coordinating with the Bureau of Survey and Mapping, Florida Department of Environmental Protection. The demarcation will be a part of this scope.
- When the question or establishment of mean high water, safe upland elevation or ordinary high-water lines is required, a scanned copy of the signed letter from DEP will be provided in PDF format (filename: DEP Sovereign Letter.pdf)
- All monumentation recovered outside the boundaries of the subject survey that was included in the analysis and resolution of the survey will be shown and dimensioned on the map of survey.
- The legal description of the parcel being surveyed will be shown on the map of survey.

Remainder of this page intentionally left blank.

Exhibit 2 – SWF Parcel No. 15-228-2068S



Southwest Florida Water Management District, Esri Community Maps Contributors, Hernando County, FDEP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

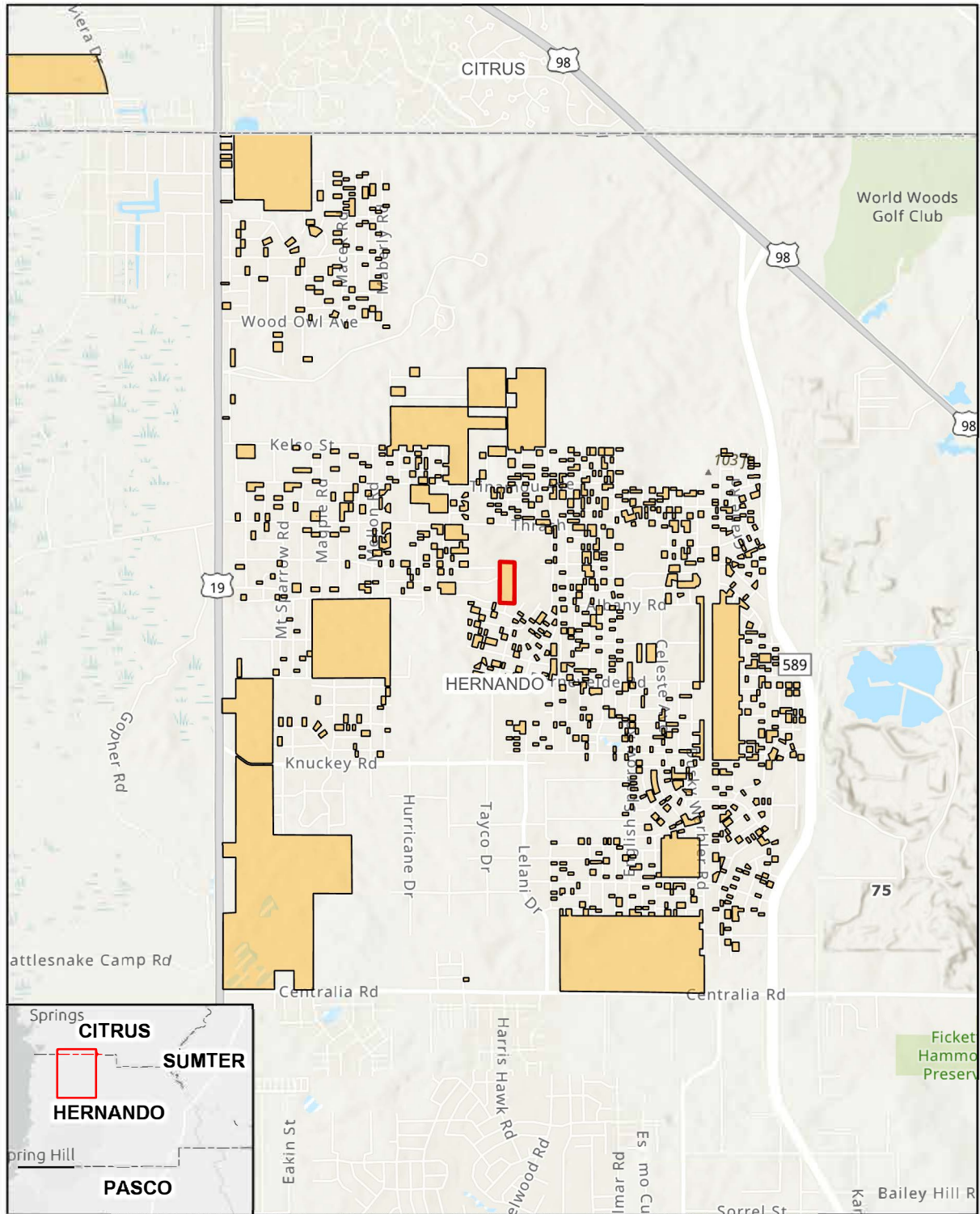
- SWF Parcel 15-228-2068S
- District Lands Owned Fee Simple

0 250 500
US Feet

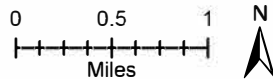


Southwest Florida
Water Management District

Exhibit 3 – SWF Parcel No. 15-228-2068S



- SWF Parcel 15-228-2068S
- District Lands Owned Fee Simple



Southwest Florida
Water Management District

SALES SUMMARY & ADJUSTMENT GRID

	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4
Location	Northern Terminus of Bold Ibis Court	Knuckey Rd	Thrasher Ave	Jenifer Ln	12277 Eskimo Curlew Rd
	Weeki Wachee, Florida 33614	Brooksville, FL 34614	Weeki Wachee, FL	Weeki Wachee, FL	Weeki Wachee, FL
Tax ID		R20-421-18-7179-0000-0190	R17-421-18-0000-0030-0090	R08-421-18-0000-0040-0020	R04-422-18-7156-0000-0040
Grantor	Southwest Florida Water Management District	G&S Land Investors, Inc.	Venoris Rodriguez	Ronald C. Bell	Vincent W. Oliva & Irene C. Olliva, Trustee
Grantee		SJNB Group, LLC	Flomac Enterprises, LLC	Christopher & Jessica Chiger	Thomas A. & Jayne Windeler
OR Book/Page		3924/1415	3885/1571	3868/40	3819/1409
Land Area	15.98 acres	9.90 acres	14.20 acres	10.00 acres	9.90 acres
Configuration	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
Street Frontage	1 street(s)	1 street(s)	1 street(s)	1 street(s)	1 street(s)
Utilities	Well and Septic	Well and Septic	Well and Septic	Well and Septic	Well and Septic
Highest & Best Use	Rural Residential/Recreation	Rural Residential/Recreation	Rural Residential/Recreation	Rural Residential/Recreation	Rural Residential/Recreation
Zoning	Agricultural	Agricultural	Agricultural	Agricultural	Agricultural
Future Land Use	Rural	Rural	Rural	Rural	Rural
Sale Date	March 29, 2021	October 2, 2020	September 4, 2020	July 24, 2020	March 10, 2020
Adjusted Sale Price		\$124,000	\$125,000	\$100,000	\$95,000
ELEMENTS OF COMPARISON					
Transactional Adjustments					
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing Terms	Cash Equivalent	Cash Equivalent	Cash Equivalent	Cash Equivalent	Cash Equivalent
Conditions of Sale	Arm's-length Sale	Arm's-length Sale	Arm's-length Sale	Arm's-length Sale	Arm's-length Sale
Market Conditions	Current	5 months ago	6 months ago	8 months ago	12 months ago
Adjustment		0%	0%	0%	0%
Adjusted Price		\$124,000	\$125,000	\$100,000	\$95,000
Adjusted Unit Price					
Price per Lot		\$124,000	\$125,000	\$100,000	\$95,000
Property Adjustments					
Location		Similar	Similar	Similar	Similar
Access/Road Frontage		Similar	Similar	Similar	Similar
Size		Similar	Similar	Similar	Similar
Configuration		Similar	Similar	Similar	Similar
Topography		Similar	Similar	Similar	Similar
Zoning/Future Land Use		Similar	Similar	Similar	Similar
Overall Comparability		Similar	Similar	Similar	Similar
ADJ UNITS OF COMPARISON					
Price per Lot		\$124,000	\$125,000	\$100,000	\$95,000

CONSENT AGENDA

November 16, 2021

Operations, Lands and Resource Monitoring Committee: Green Swamp West Resident Security Lease, SWF Parcel No. 19-706-116X

Purpose

Approve and execute a three-year lease agreement (Lease) for the residence at the Green Swamp – West Tract (GSW Tract) with Gennis Folsom (Officer Folsom), a sworn law enforcement officer with the Pasco County Sheriff's Office. Officer Folsom will provide the District with a security presence and patrol hours for the GSW Tract in exchange for use of the residence. A copy of the Lease is included as Exhibit 1, and a location map of the residence is included as Exhibit 2.

Background/History

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

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

On June 28, 2002, the District entered into a lease with Officer Folsom. Since that time, it has been renewed on a yearly basis and Officer Folsom has been providing reliable security service to the District. As an efficiency, the term of the lease has been increased from one to three years to reduce processing time, and an automatic renewal provision allowing one additional three-year term has been added to increase efficiency. No other requests from law enforcement officers have been received to fill this position.

Benefits/Costs

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

Staff Recommendation:

Approve, accept, and authorize the Governing Board Chair to sign the Lease Agreement for Green Swamp – West Tract - SWF Parcel No. 19-706-116X on behalf of the District.

Presenter:

Ellen M. Morrison, J.D., Land Resources Bureau Chief

EXHIBIT 1

**LEASE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
GENNIS FOLSOM**

This Lease Agreement (Agreement) is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, (DISTRICT), and GENNIS FOLSOM, a certified law enforcement officer and employee of the Pasco County Sheriff's Office, (OFFICER), individually referred to as a "Party" and collectively "Parties".

WITNESSETH:

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

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

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

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

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

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

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

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

OFFICER: Gennis Folsom
13347 Ranch Road
Dade City, Florida 33525

3. **INITIAL TERM.** The initial term of this Agreement is for three (3) years, commencing on the date the last of the parties has executed the Agreement unless terminated earlier pursuant to paragraph 21 below.
4. **RENEWAL.** This Agreement shall automatically renew for one additional three (3) year Renewal Term upon expiration of the Initial Term of this Agreement, unless either party has given written notice to the other party of the intention not to renew this Agreement at least 30 days prior to the expiration of this Agreement or any subsequent renewal.
5. **PRIMARY EMPLOYMENT OF OFFICER.** The OFFICER must be a certified law enforcement officer in the State of Florida and be actively employed by a state, county or municipal law enforcement agency at all times during the term of this Agreement. Prior to the effective date of this Agreement, the OFFICER must submit to the DISTRICT a statement from the OFFICER'S primary employer documenting the OFFICER'S employee status with the agency and authorizing the OFFICER'S ability to seek employment as an independent contractor for off-duty law enforcement related services. The OFFICER will notify the DISTRICT within 24 hours if the OFFICER'S employment status with that law enforcement agency changes or terminates. If the OFFICER fails to submit the statement from the OFFICER'S primary employer in accordance with the provisions of this paragraph or fails to notify the DISTRICT within 24 hours of any change in the OFFICER'S employment status, including termination, then the DISTRICT may terminate this Agreement in accordance with paragraph 21 below.
6. **PATROLLING.** The OFFICER must patrol District Lands an average of 30 hours a calendar month in accordance with the Scope of Security Services set forth in Exhibit "C," attached hereto and incorporated herein by reference. The OFFICER will investigate any suspicious activity on District Lands in the same manner as the OFFICER would investigate any other violation of law, and exercise the authority vested in the OFFICER as a certified law enforcement officer. The OFFICER will notify the Project Manager within 24 hours of the occurrence and investigation of any such activity on District Lands. The OFFICER will document patrol activities monthly in accordance with the Monthly Patrol Log set forth in Exhibit "E," attached hereto and incorporated herein by reference, and in accordance with the Scope of Security Services, Exhibit "C."
7. **SCOPE OF SECURITY SERVICES.** The OFFICER, upon written notice to proceed from the DISTRICT, agrees to provide security services in accordance with the provisions in this Agreement and the Scope of Security Services set forth in Exhibit "C." The Scope of Security Services and associated costs may not be modified unless mutually agreed to in writing by the Parties prior to implementation of the changes by the OFFICER.
8. **UNIFORM.** While performing the security services required by this Agreement, the OFFICER will wear the uniform and standard equipment normally worn while performing duties for the law enforcement agency by which the OFFICER is employed.
9. **TRANSPORTATION.** The OFFICER will provide a vehicle or vehicles to perform the security services required by this Agreement. The vehicle or vehicles must have the capacity to traverse extreme terrain, i.e., a four-wheel drive or all-terrain vehicle. If permitted by an off-duty employment or vehicle authorization or other appropriate form of consent from the law enforcement agency by which the OFFICER is employed, then the OFFICER will patrol the District Lands in a marked patrol vehicle whenever possible. The OFFICER will be responsible for all wear, tear, or physical damage to the vehicle or vehicles.

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

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

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

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

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

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

16. **RESIDENCE.**

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

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

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

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

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

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

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

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

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

19. **TAXES**. If any ad valorem taxes, intangible property taxes, personal property taxes, personal income taxes or other liens or taxes of any kind are assessed or levied lawfully on the Residence because of the OFFICER'S use of the Residence during the term of this Agreement, the OFFICER will

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

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

21. **TERMINATION.**

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

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

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

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

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

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

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

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

29. **ATTORNEY FEES.** Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorney fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under section 768.28, Florida Statutes. This provision does not constitute a waiver of the DISTRICT'S sovereign

immunity or extend the DISTRICT'S liability beyond the limits established in section 768.28, Florida Statutes.

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

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

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

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

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

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

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

[remainder of this page left intentionally blank]

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

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

(Corporate Seal)

By: _____
Kelly S. Rice, Chairman

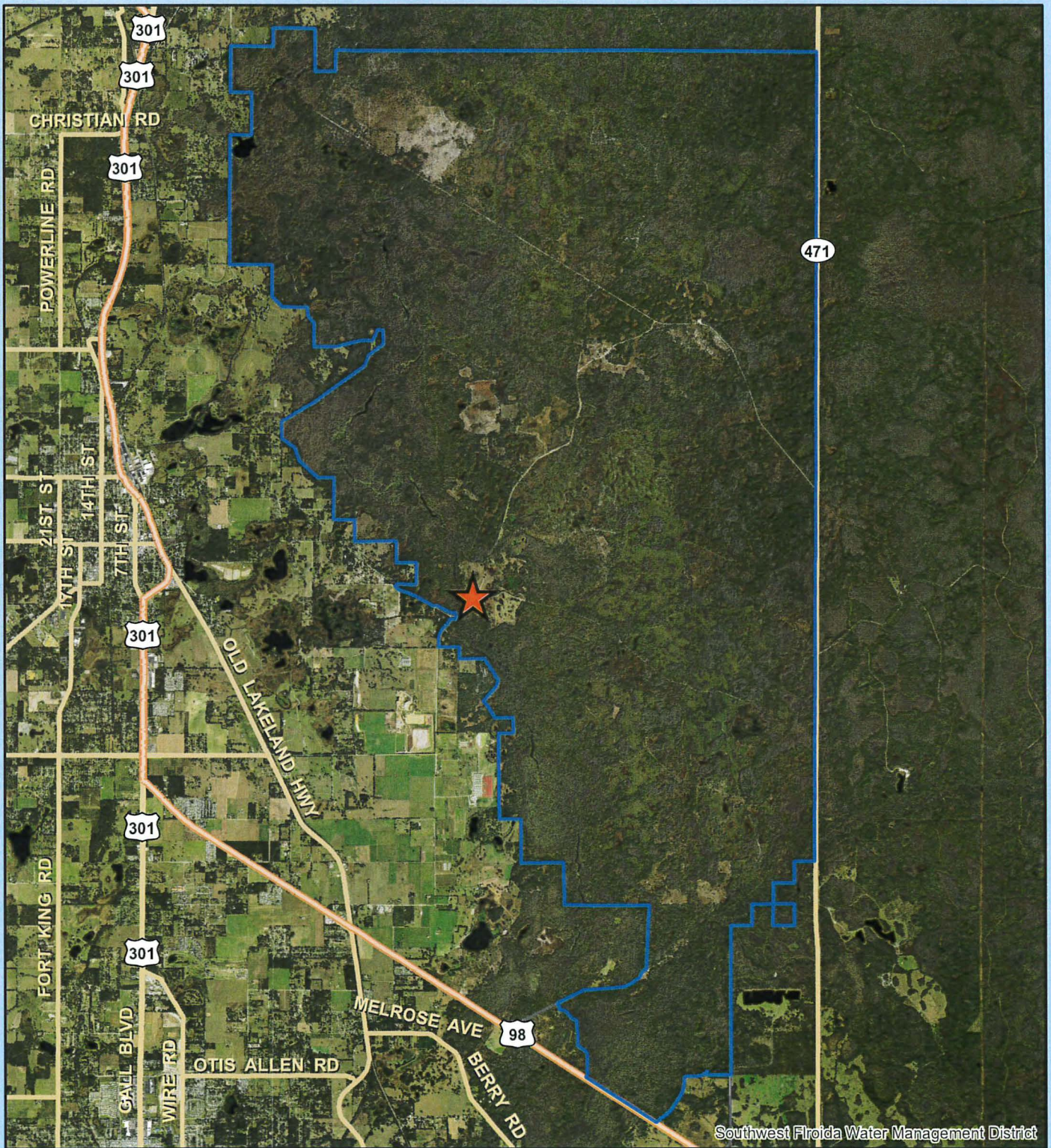
ATTEST:

By: _____
Michelle Williamson, Secretary

OFFICER

By: _____ Date _____
Gennis Folsom

**Exhibit A - Map of the District Lands
Green Swamp Wilderness Preserve - West Tract
Resident Security Lease
SWF Parcel No. 19-706-116X**



Southwest Florida
Water Management District

Legend



— District Lands
★ Security Residence

0 3,950 7,900 15,800 Feet

Land Resources
October 6, 2021
Aerial Date - 2020



Exhibit B - Residence
 Green Swamp Wilderness Preserve - West Tract
 Resident Security Lease
 SWF Parcel No. 19-706-116X



Southwest Florida
 Water Management District

Legend

- District Lands
- Lease Area

0 65 130 260 Feet

Land Resources
 October 6, 2021
 Aerial Date - 2020



EXHIBIT C

SCOPE OF SECURITY SERVICES

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

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

EXHIBIT D

CHAPTER 40D-9 DISTRICT LAND USE RULES

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

40D-9.021 Definitions.

When used in this part:

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

EXHIBIT D

animals for use on District Lands.

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

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

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

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

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

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

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

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

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

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

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

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

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

40D-9.101 Recreational Land Use Policy.

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

40D-9.110 Scope and Applicability.

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

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

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

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

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

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

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

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

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

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

40D-9.120 Commercial Recreational Activities.

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

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

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

40D-9.130 Recreational Fishing.

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

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

40D-9.131 Commercial Fishing.

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

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

40D-9.140 Hiking.

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

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

40D-9.150 Equine Activities.

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

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

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

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

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

40D-9.160 Bicycling.

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

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

40D-9.170 Hunting.

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

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

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

40D-9.171 Trapping.

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

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

40D-9.180 Swimming.

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

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

40D-9.181 Underwater Diving.

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

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

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

40D-9.182 Swings, Diving, and Jumping.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40D-9.210 Disposal or Discharge of Waste.

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

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

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

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

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

40D-9.230 Potentially Dangerous Equipment.

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

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

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

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

40D-9.231 Fireworks and Explosives.

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

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

40D-9.240 Posting or Distributing Bills.

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

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

40D-9.250 Fires.

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

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

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

40D-9.260 Camping.

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

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

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

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

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

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

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

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

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

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

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

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

40D-9.280 Unauthorized Facilities or Structures.

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

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

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

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

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

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

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

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

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

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

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

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

40D-9.300 Trespass After Notice.

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

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40D-9.310 Penalties.

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

40D-9.311 Penalties.

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

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

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

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

40D-9.320 Conflicting Rules.

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

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

40D-9.330 Special Use Authorization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Submit request by email to:

Land@swfwmd.state.fl.us, or by mail to:
Southwest Florida Water Management District
Operations and Land Management Bureau
2379 Broad Street
Brooksville, FL 34604-6899

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

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

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

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

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

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

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

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

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

CONSERVATION LANDS
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PATROLLING PERIOD: _____

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

COMMENTS, NOTES, OBSERVATIONS:

97

Exhibit 2 - Location Map
Green Swamp Wilderness Preserve - West Tract
Resident Security Lease
SWF Parcel No. 19-706-116X



Southwest Florida
Water Management District

Legend

- District Lands
- Lease Area

0 65 130 260 Feet

Land Resources
 October 6, 2021
 Aerial Date - 2020



CONSENT AGENDA

November 16, 2021

Operations, Lands and Resource Monitoring Committee: Easement for Lake Wales Ridge Monitoring Sites – SWF Parcel No. 20-020-101

Purpose

Recommend Governing Board approve an Easement Agreement (Agreement) between the District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (BOT). This Agreement is for the purpose of re-establishing a temporary construction area to facilitate the repair of a damaged wellsite and conduct aquifer performance testing at three (3) existing data collection sites. The Agreement, including a general location and site map, is included as Exhibit 1.

Background/History

In 2009 the District and the BOT entered into a license agreement for the construction, operation, and maintenance of three monitoring wells to be used for collection of hydrologic and other scientific data.

The BOT has determined that this Agreement is a preferred instrument and has provided the Agreement for execution.

The area covered within this Agreement is located in the Lake Wales Ridge Wildlife and Environmental Area (WEA) which is managed by the Florida Fish and Wildlife Conservation Commission, who is in support of this project. This Agreement is associated with the Lake Wales Ridge well 5 SID 750335, SR 70 at Placid View Drive Surficial, well 7 SID 750329, SW of Lake Placid Surficial and well 10 SID 751531, South of SR 70 Fence Corner Surficial Data Collection Sites.

Surficial aquifer monitoring on these properties supports the District's Watershed Management Program (WMP) for the Lake Placid Watershed. A WMP provides a method to evaluate the capacity of a watershed to protect, enhance, and restore water quality and natural systems, while achieving flood protection.

Benefits/Costs

The information developed provides the science for the District's resource management and Environmental Resource Permitting (ERP) responsibilities. It assists local governments with their land management responsibilities by identifying the floodplain, establishing a level of service, evaluating Best Management Practices to address level of service deficiencies, and providing a geodatabase and projected results from watershed model simulations for floodplain management. There is no cost for this easement. Total cost of construction for these three wells was approximately \$7,100, and about \$300 is spent annually to monitor them.

Deliverables

The District will share data with the Managing Agency per the easement agreement.

Staff Recommendation:

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

Presenter:

Ellen Morrison, J.D., Land Resources Bureau Chief

This Easement was prepared by:
Christopher Crenshaw
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-300
AID# 42990

WME1
[0.342 +/- acres]

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

**EASEMENT AGREEMENT
Well Monitoring Site**

Easement Number 33400

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**, hereinafter referred to as "GRANTEE."

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of certain real property located in Highlands County, Florida, as more particularly described in Exhibit "A", attached hereto, which is managed by the Florida Fish and Wildlife Conservation Commission ("Managing Agency") under GRANTOR'S Lease Number 4034 and by reference made a part hereof; 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.

- a. Access Area #7. GRANTOR grants to GRANTEE a non-exclusive easement for vehicular ingress and egress over, across and along the property described in Exhibit "A" as "Access Area #7" and depicted on the map included as part of Exhibit "A".
- b. Temporary Construction Area #7. GRANTOR grants to GRANTEE a non-exclusive easement for construction activities related to the installation of a well monitoring site on and upon the property described in Exhibit "A" as the "Temporary Construction Area #7" and depicted on the map included as part of Exhibit "A".
- c. Well Site Area #7. GRANTOR grants to GRANTEE a non-exclusive easement for the purposes of installation, operation, and maintenance of a well monitoring site on and upon the property described in Exhibit "A" as the "Well Site Area #7" and depicted on the map included as part of Exhibit "A".
- d. Access Area No. 5. GRANTOR grants to GRANTEE a non-exclusive easement for vehicular ingress and egress over, across and along the property described in Exhibit "A" as the "Access Area No. 5" and depicted on the map included as part of Exhibit "A".
- e. Well Site Area No. 5. GRANTOR grants to GRANTEE a non-exclusive easement for the purposes of installation, operation, and maintenance of a well monitoring site on and upon the property described in Exhibit "A" as "Well Site Area #5" and depicted on the map included as part of Exhibit "A".
- f. Access Area No. 10. GRANTOR grants to GRANTEE a non-exclusive easement for vehicular ingress and egress over, across and along the property described in Exhibit "A" as the "Access Area No. 10" and depicted on the map included as part of Exhibit "A".
- g. Well Site Area No. 10. GRANTOR grants to GRANTEE a non-exclusive easement for the purposes of installation, operation, and maintenance of a well monitoring site on and upon the property described in Exhibit "A" as the "Well Site Area No. 10" and depicted on the map included as part of Exhibit "A".

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

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

16. The following special conditions shall apply to this Easement Agreement:
 - a. The number and locations of transects and shallow water monitoring wells are as agreed upon between GRANTEE and Managing Agency field staff. The transects and wells may not be relocated, or the numbers increased without prior written approval of the Managing Agency. No other equipment may be installed or improvements made on the Easement Area without the Managing Agency's prior written approval.

- b. GRANTEE shall install electronic monitoring equipment for each location so that the devices may be monitored remotely, thereby reducing repetitive onsite disturbance.
- c. GRANTEE shall return the sites to the original condition as is practical following any disturbance caused by installation, equipment removal, onsite monitoring and/or maintenance, including, but not limited to ensuring there is no rutting.
- d. GRANTEE shall provide copies of the data collected to Managing Agency no less than annually to the Managing Agency area biologist at the Lake Wales Ridge Field Office, 1630 Royce Ranch Ave., Lake Placid, FL 33852.
- e. GRANTEE'S equipment and its location are to be of design to protect it from vandalism, fire and the environment. GRANTEE shall be solely liable for its use of the Easement Area and shall indemnify the GRANTOR and Managing Agency of any liability that may arise from GRANTEE'S use of the Easement Area.
- f. GRANTEE shall work to minimize the spread of exotic plants, following established protocols.

[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:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund
of the State of Florida

"GRANTOR"

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:


DEP Attorney

04-10-2021

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

**SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT**

(SEAL)

Original Signature

Print/Type Name of Witness

BY: _____

Brian Armstrong
Executive Director

Original Signature

Print/Type Name of Witness

“GRANTEE”

STATE OF _____
COUNTY OF _____

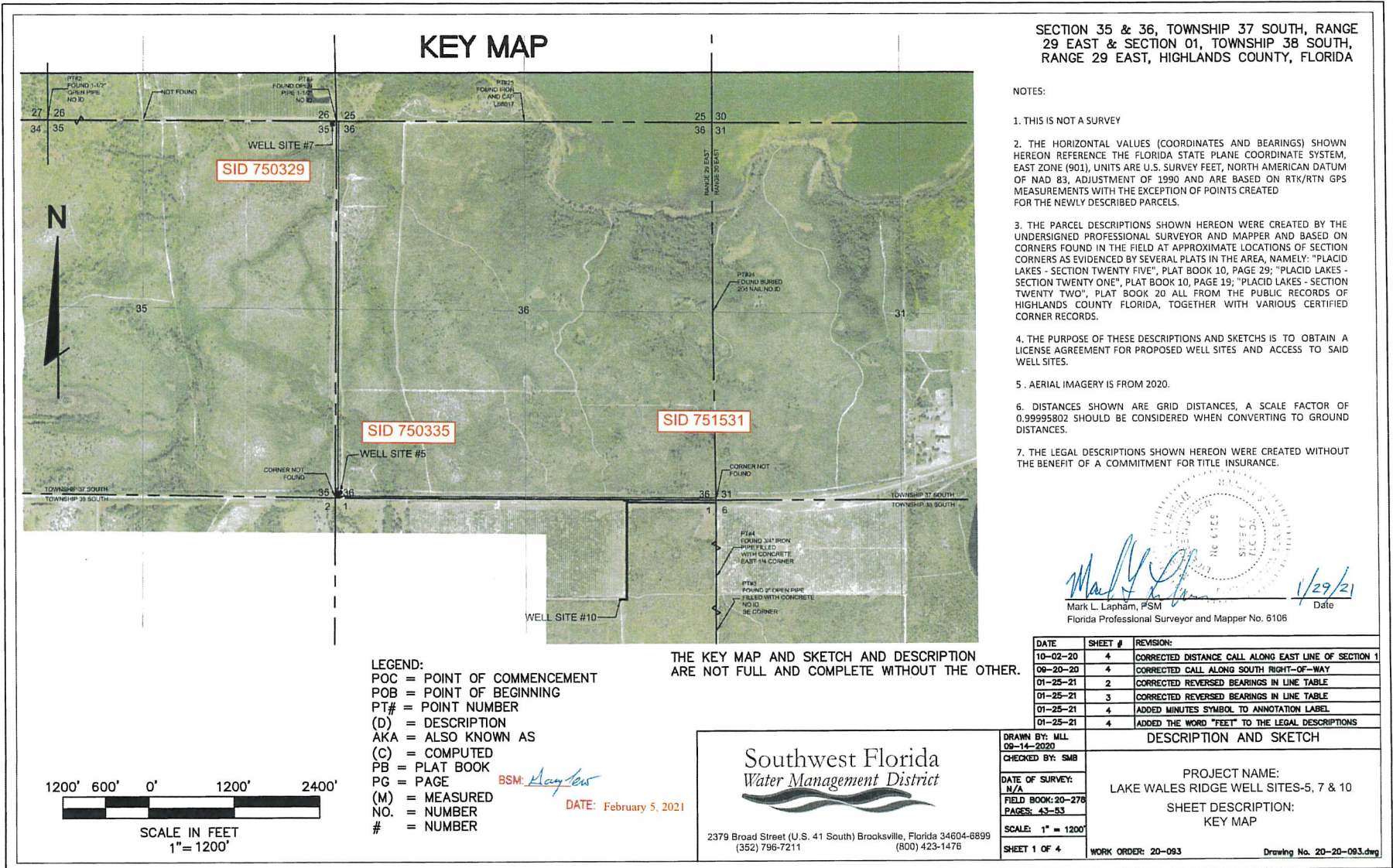
The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20____, by Brian Armstrong, as Executive Director, for and on behalf of the Southwest Florida Water Management District. He is personally known to me or has produced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

Notary Public, State of Florida

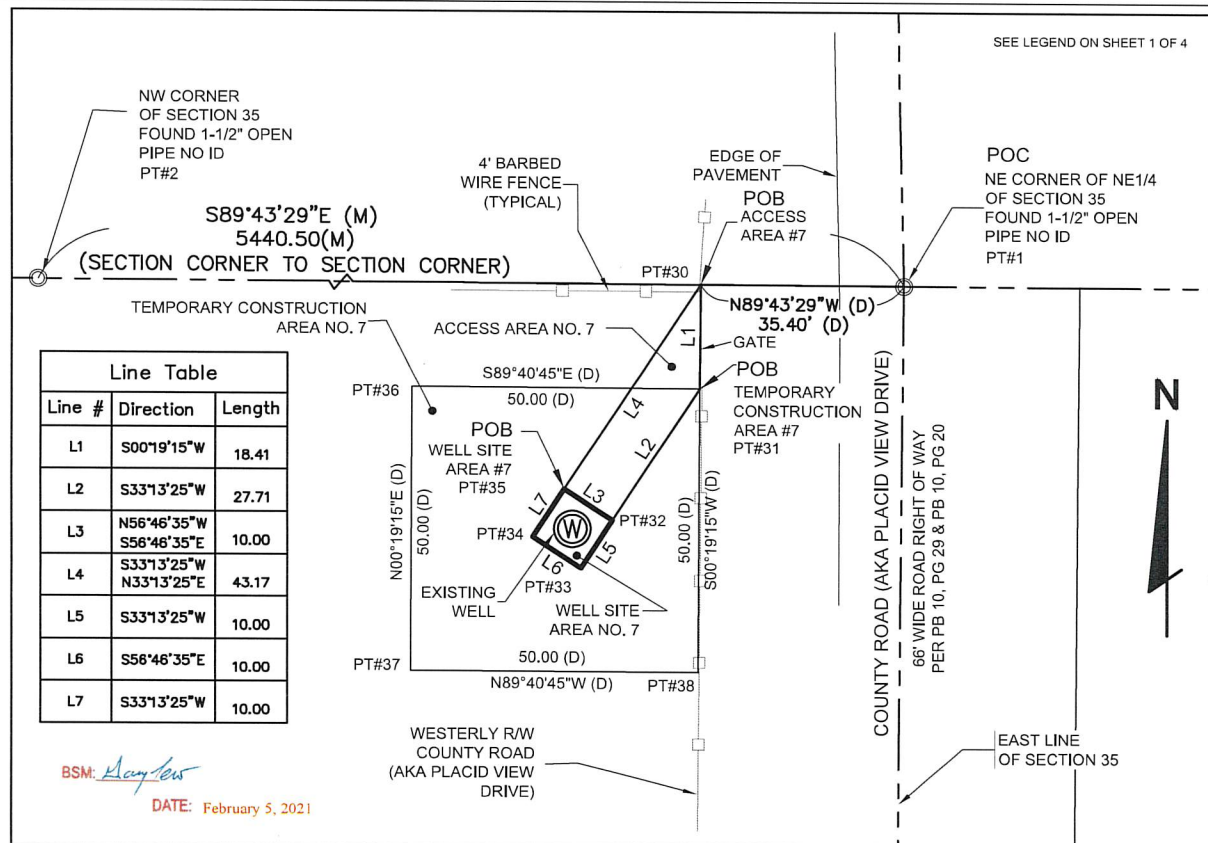
Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____



SID 750329



Line Table		
Line #	Direction	Length
L1	S00°19'15\"W	18.41
L2	S33°13'25\"W	27.71
L3	N56°46'35\"W S56°46'35\"E	10.00
L4	S33°13'25\"W N33°13'25\"E	43.17
L5	S33°13'25\"W	10.00
L6	S56°46'35\"E	10.00
L7	S33°13'25\"W	10.00

BSM: *Acary*
DATE: February 5, 2021

Point Table			Point Table		
Point #	Northing	Easting	Point #	Northing	Easting
1	1050510.30	532073.23	34	1050465.99	532008.70
2	1050536.45	526632.79	35	1050474.36	532014.18
30	1050510.47	532037.83	36	1050492.34	531987.73
31	1050492.06	532037.73	37	1050442.34	531987.45
32	1050468.88	532022.54	38	1050442.06	532037.45
33	1050460.51	532017.07			

THIS IS NOT A BOUNDARY SURVEY
REVISION NOTE: ADDRESSED REVERSED BEARINGS IN TABLE- MLL DATE: 01-25-21
THE KEY MAP AND SKETCH AND DESCRIPTION ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

Southwest Florida
Water Management District

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

SECTION 35, TOWNSHIP 37 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA

LEGAL DESCRIPTION: 20-020-101 (WELL SITE AREA #7)
A portion of the Northeast 1/4 of Section 35, Township 37 South, Range 29 East, Highlands County, Florida, being further described as follows:

Commence from the Northeast corner of the Northeast 1/4 of Section 35, Township 37 South, Range 29 East, Highlands County, Florida; Thence along the North line of said Northeast 1/4 North 89°43' 29\" West, a distance of 35.40 feet to an intersection with the West right-of-way of County Road (aka Placid View Drive) as shown on the Plat "Placid Lakes - Section 22" as recorded in Plat Book 10, Page 20 of the Public Records of Highlands County, Florida; Thence leaving said West right-of-way South 33°13'25\" West, a distance of 43.17 feet for a POINT OF BEGINNING; Thence South 56°46'35\" East, a distance of 10.00 feet; Thence South 33°13'25\" West, a distance of 10.00 feet; Thence North 56°46'35\" West, a distance of 10.00 feet; Thence North 33°13'25\" East, a distance of 10.00 feet to the POINT OF BEGINNING.

Said parcel containing 100 Square Feet.

LEGAL DESCRIPTION: 20-020-101 (ACCESS AREA #7)

A portion of the Northeast 1/4 of Section 35, Township 37 South, Range 29 East, Highlands County, Florida, being further described as follows:

Commence from the Northeast corner of the Northeast 1/4 of Section 35, Township 37 South, Range 29 East, Highlands County, Florida; Thence along the North line of said Northeast 1/4 North 89°43' 29\" West, a distance of 35.40 feet to an intersection with the West right-of-way of County Road (aka Placid View Drive) as shown on the Plat "Placid Lakes - Section 22" as recorded in Plat Book 10, Page 20 of the Public Records of Highlands County, Florida for a POINT OF BEGINNING; Thence along said West right-of-way South 00°19'15\" West for 18.41 feet; Thence leaving said West right-of-way South 33°13'25\" West, a distance of 27.71 feet; Thence North 56°46'35\" West, a distance of 10.00 feet; hence North 33°13'25\" East, a distance 43.17 feet to the POINT OF BEGINNING.

Said parcel containing 354 Square Feet

LEGAL DESCRIPTION: 20-020-101 (TEMPORARY CONSTRUCTION AREA #7)

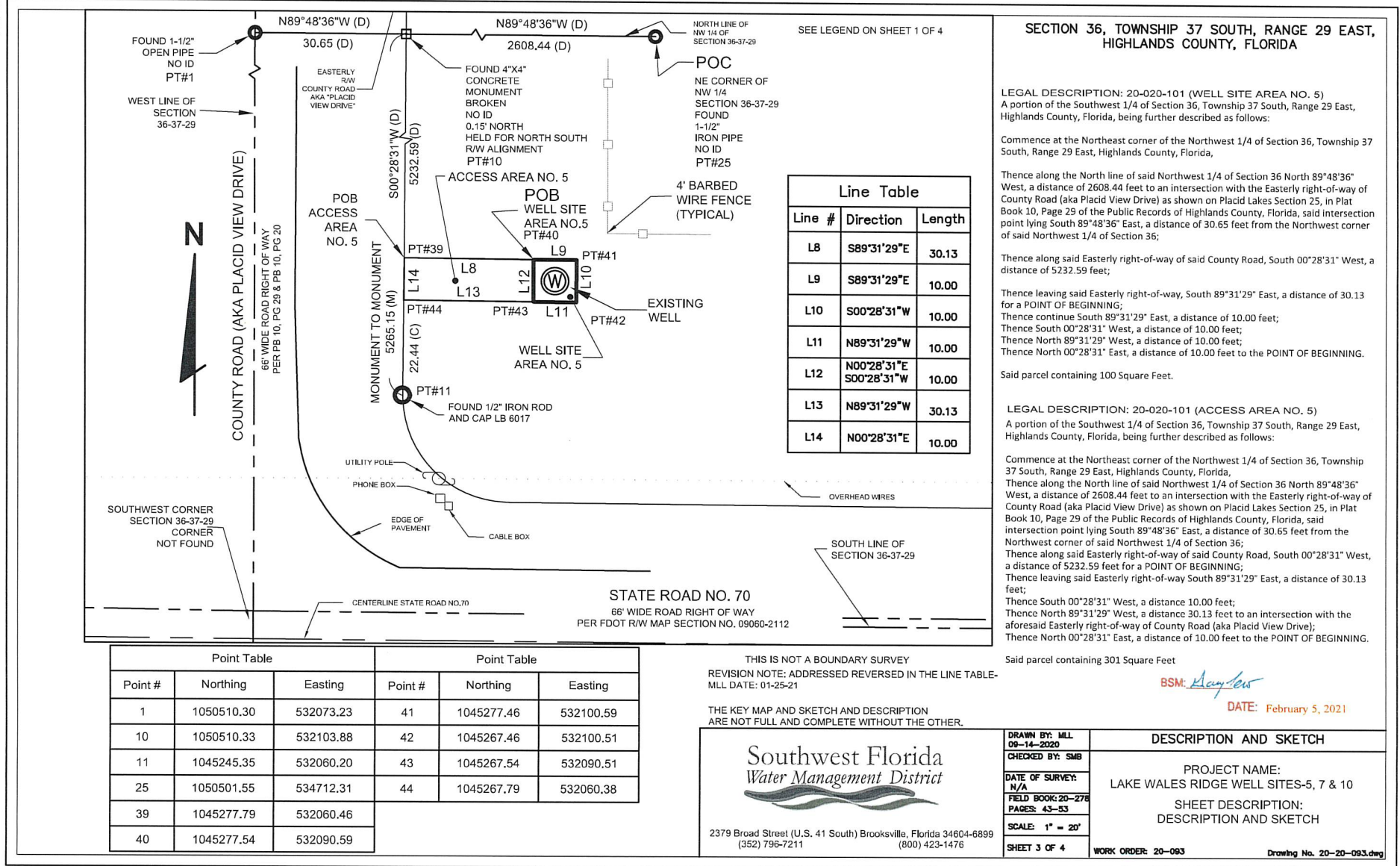
A portion of the Northeast 1/4 of Section 35, Township 37 South, Range 29 East, Highlands County, Florida, being further described as follows:

Commence from the Northeast corner of the Northeast 1/4 of Section 35, Township 37 South, Range 29 East, Highlands County, Florida; Thence along the North line of said Northeast 1/4 North 89°43' 29\" West, a distance of 35.40 feet to an intersection with the West right-of-way of County Road (aka Placid View Drive) as shown on the Plat "Placid Lakes - Section 22" as recorded in Plat Book 10, Page 20 of the Public Records of Highlands County, Florida; Thence along said West right-of-way South 00°19'15\" West for 18.41 feet for a POINT OF BEGINNING; Thence continue along said West right-of-way South 00°19'15\" West, a distance of 50.00 feet; Thence leaving said West right-of-way North 89°40'45\" West, a distance of 50.00 feet; Thence North 00°19'15\" East, a distance of 50.00 feet; Thence South 89°40'45\" East, a distance 50.00 feet to the POINT OF BEGINNING.

Said parcel containing 2,500 Square Feet or 0.06 Acres more or less

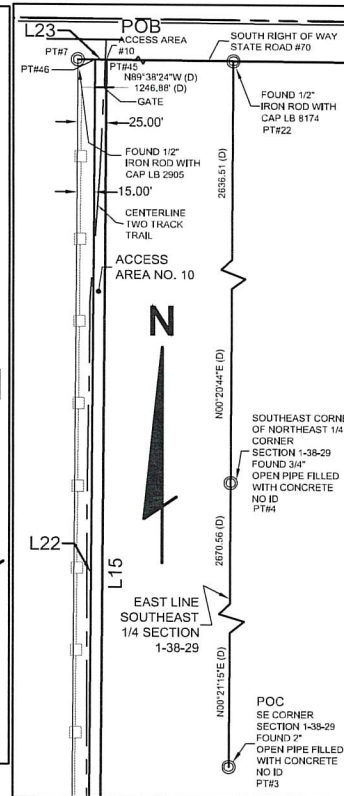
DESCRIPTION AND SKETCH	
DRAWN BY: MLL 09-14-2020	PROJECT NAME: LAKE WALES RIDGE WELL SITES-5, 7 & 10 SHEET DESCRIPTION: DESCRIPTION AND SKETCH
CHECKED BY: SMB	
DATE OF SURVEY: N/A	
FIELD BOOK: 20-278 PAGES: 43-53	
SCALE: 1\" = 20'	WORK ORDER: 20-093 Drawing No. 20-20-093.dwg
SHEET 2 OF 4	

SID 750335



4' BARBED WIRE FENCE

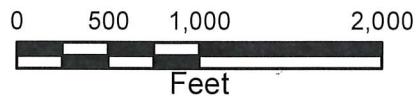
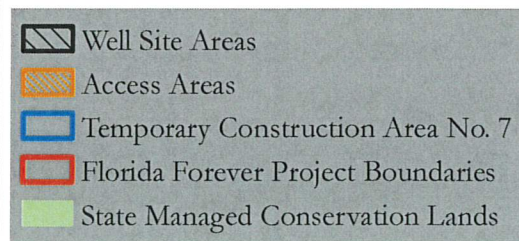
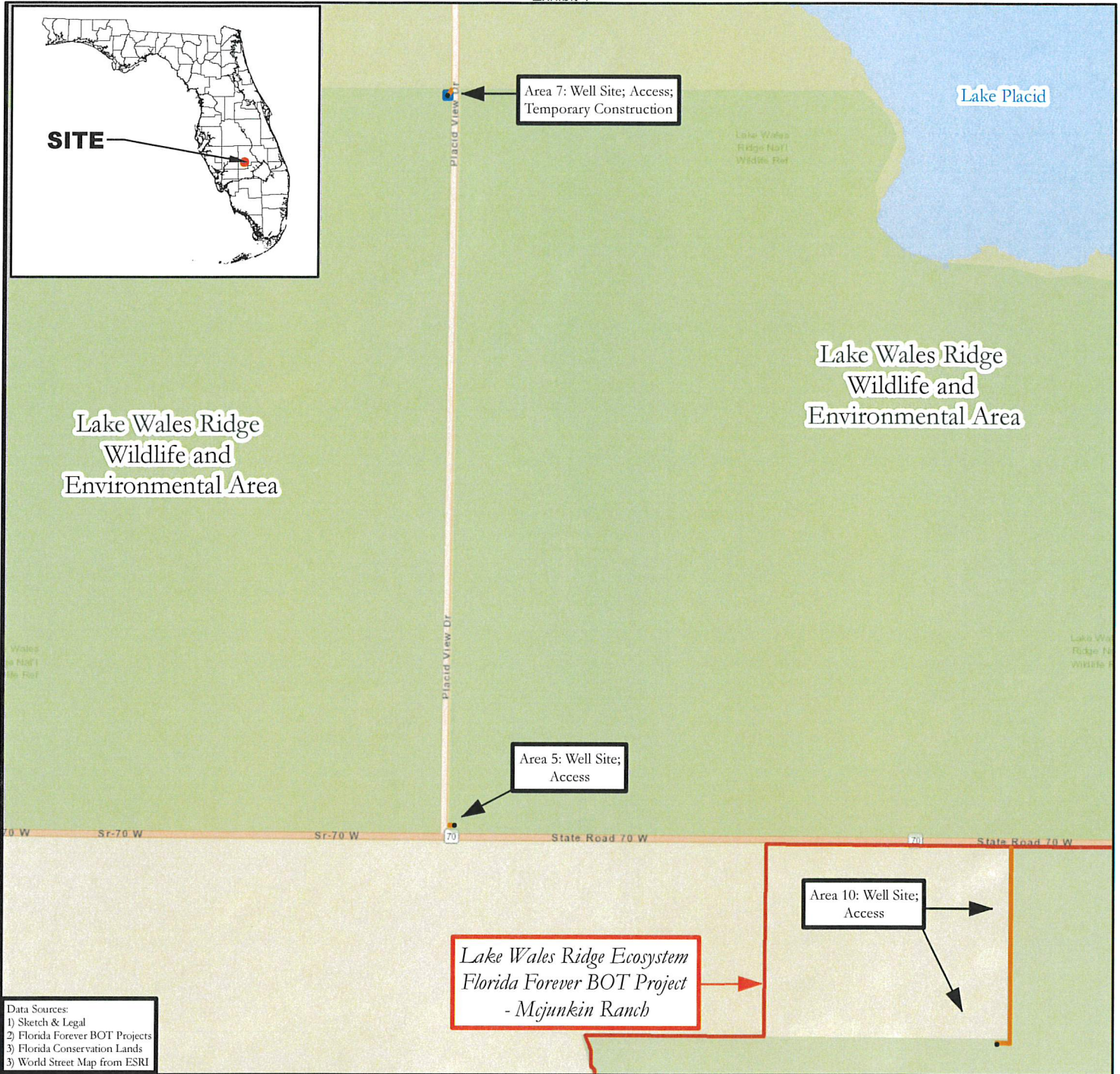
Line Table		
Line #	Direction	Length
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L21	S89°33'35"E	96.34
L22	N00°23'09"E	1385.43
L23	N89°38'24"E	10.00
L24	S89°33'35"E	10.00



Point Table			Point Table		
Point #	Northing	Easting	Point #	Northing	Easting
3	1039809.91	537334.83	47	1043729.30	536110.98
4	1042480.42	537351.34	48	1043730.04	536014.64
5	1043779.66	533021.99	49	1043720.04	536014.57
6	1043756.12	536086.16	50	1043720.12	536004.57
7	1045124.87	536095.38	51	1043730.12	536004.64
22	1045116.88	537367.24	52	1043740.12	536004.72
45	1045124.67	536120.38	53	1043739.38	536101.05
46	1045124.75	536110.38			

DRAWN BY: MLL 09-14-2020	DESCRIPTION AND SKETCH PROJECT NAME: LAKE WALES RIDGE WELL SITES-5, 7 & 10 SHEET DESCRIPTION: DESCRIPTION AND SKETCH
CHECKED BY: SMB	
DATE OF SURVEY: N/A	
FIELD BOOK: 20-276	
PAGES: 43-53	
SCALE: 1" = 20'	
SHEET 4 OF 4	WORK ORDER: 20-093 Drawing No. 20-20-093.dwg

Exhibit 1



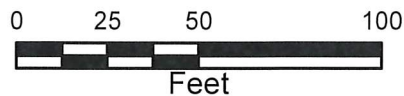
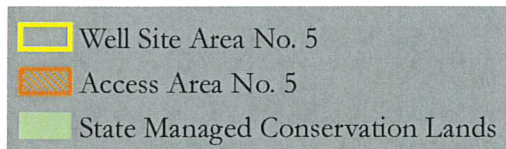
Easement No. 33400

Highlands County, Florida

Exhibit 1



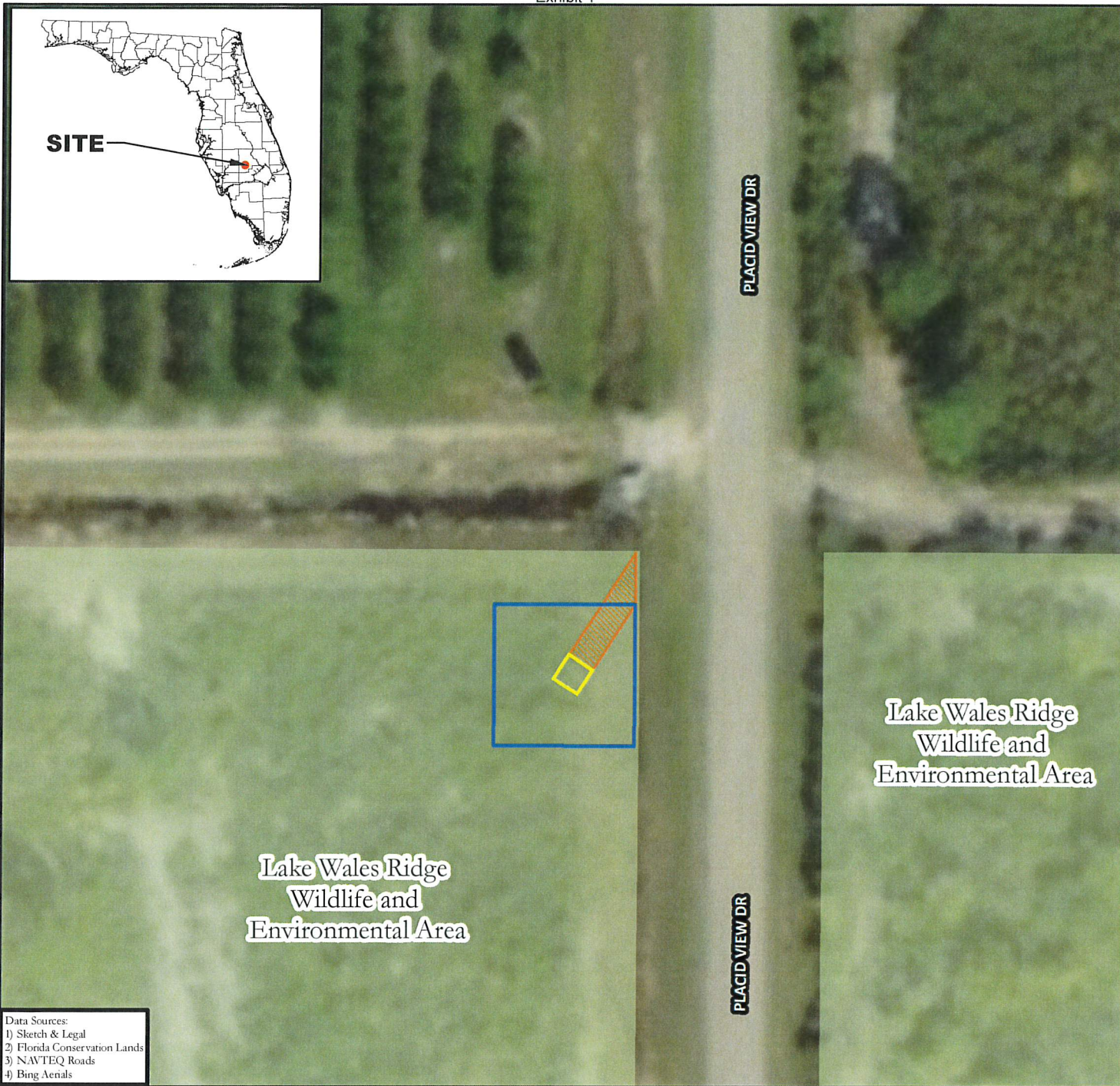
Data Sources:
1) Sketch & Legal
2) Florida Conservation Lands
3) NAVTEQ Roads
4) Bing Aerials



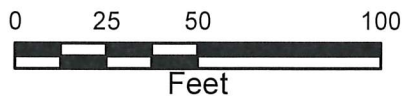
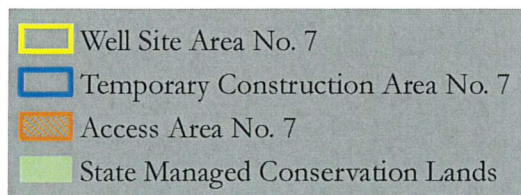
Easement No. 33400

Highlands County, Florida

Exhibit 1



Data Sources:
1) Sketch & Legal
2) Florida Conservation Lands
3) NAVTEQ Roads
4) Bing Aerials



Easement No. 33400

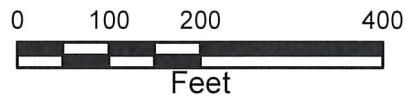
Highlands County, Florida

EXHIBIT 1



Data Sources:
1) Sketch & Legal
2) Florida Forever BOT Projects
3) Florida Conservation Lands
4) NAVTEQ Roads
5) Bing Aerials

- Well Site Area No. 10
- Access Area No. 10
- Florida Forever Project Boundaries
- State Managed Conservation Lands



Easement No. 33400

Highlands County, Florida

CONSENT AGENDA**November 16, 2021****General Counsel's Report: Authorization to Issue Administrative Complaint and Order - Unauthorized Activities - Lincolnshire Maximo, LLC - CT No. 412806 - Pinellas County**

Lincolnshire Maximo, LLC (Maximo), is the current owner of a marina located at 3701 50th Avenue South in Saint Petersburg, Florida. Marina Walk, LLC (Marina Walk), is the current owner of an adjacent property located upgradient from the Maximo property that is currently being developed. In 2017, Maximo conducted renovations to the marina and the existing seawall. During the renovations, Maximo located an underground reinforced concrete pipe that ran from the upstream Marina Walk property to the Maximo marina basin. The reinforced concrete pipe appears to have been constructed in the 1960s to drain stormwater runoff from the Marina Walk property to the marina basin.

On October 4, 2018, the District received an application to evaluate an exemption for the proposed redevelopment of the Marina Walk property. The District verified that the proposed activities did not require an Environmental Resource Permit (ERP) due to a net reduction in total impervious and vehicular use areas that would equate to a net improvement in pollutant loading. The exemption verification did not relieve Marina Walk from having to obtain any other permits or authorizations necessary to conduct the proposed activities. The District approved an exemption for the second phase of the Marina Walk property on September 23, 2020.

On October 26, 2020, the District received a complaint from Marina Walk stating that the property was flooding during storm events due to the capping of the reinforced concrete pipe by Maximo. On November 23, 2020, the District performed a site visit to confirm the blockage of the concrete pipe. On January 26, 2021, the District issued a Complaint Investigation letter informing Maximo that the capping of the pipe constituted the alteration of an existing stormwater management system without an ERP in violation of state law and District rules. The letter requested that the pipe be uncapped on or before February 9, 2021.

On February 12, 2021, the District received a letter from Maximo responding to the Complaint Investigation letter. Maximo asserted that they were exercising their right to exclude Marina Walk from discharging stormwater onto Maximo's property without an easement or other authorization. On April 9, 2021, the District issued a Final Complaint Investigation letter to Maximo. The letter informed Maximo that the previous response did not address the issue regarding the capping of the pipe without a permit. The letter also requested that the pipe be uncapped on or before April 20, 2021. On May 5, 2021, Maximo responded to the Final Complaint Investigation letter and requested that the District revisit the exemption determinations and require Marina Walk to demonstrate legal entitlement to use the concrete pipe.

The Office of General Counsel has been in contact with representatives for Maximo and Marina Walk. At this time, Maximo and Marina Walk are in litigation regarding Marina Walk's use of the pipe to discharge stormwater onto Maximo's property. However, Maximo has not uncapped the pipe and has notified the District that it does not intend to comply with the District's request for compliance.

Staff Recommendation:

1. Authorize District staff to issue an Administrative Complaint and Order to Lincolnshire Maximo, LLC, to obtain compliance with District rules.
2. Authorize District staff to initiate an action in Circuit Court against Lincolnshire Maximo, LLC, and any other necessary party, to recover a civil penalty or administrative fine, enforcement costs, litigation costs, and attorneys' fees, if appropriate.
3. Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, if necessary.

Presenter:

Allison Dhand, Staff Attorney

CONSENT AGENDA**November 16, 2021****General Counsel's Report: Approval of Consent Order between SWFWMD and Adamo-Orient Properties, LLC - Permit Condition Violations - Environmental Resource Permit No. 43007457.003 - CT No. 392513 - Hillsborough County**

On January 27, 2015, the District issued an Environmental Resource Permit (ERP) to Adamo-Orient Properties LLC (Permittee), for the construction of a surface water management system, consisting of an underground exfiltration system and wet detention pond, for a 3.75-acre site at Adamo Drive and Orient Road in Hillsborough County.

On July 27, 2017, District staff issued a Notice of As-Built Deviations to the Permittee as the exfiltration system had not been constructed prior to completion of the Project. The Notice required the Permittee to construct the underground exfiltration system in accordance with the permitted construction plans or, alternatively, submit an application for a permit modification to demonstrate the Project will meet the conditions for issuance. The Notice also required resubmittal of a properly completed As-built Certification and Request for Conversion to the Operation Phase form and as-built drawings. The Permittee re-submitted as-built drawings and worked with staff on proposed alternatives for a modification to the stormwater management system. District staff attended a site inspection on April 28, 2021, and noted the absence of an exfiltration system and that the control structure for the wet detention pond was missing the skimmer and grate top.

The Permittee did not respond to further correspondence from District staff and the file was referred to the Office of General Counsel (OGC). According to the current enforcement procedure, as-built deviation files are initiated through a notice of violation that provides a permittee with an opportunity for correction without incurring penalties and enforcement costs. On July 1, 2021, OGC issued a Notice of Violation requiring that the Permittee either construct the underground exfiltration system in accordance with the permitted construction plans or submit an application for a permit modification, replace the missing skimmer and grate top on the control structure, and submit a revised As-built Certification and Request for Conversion to the Operation Phase and revised as-built drawings. The Permittee responded to the Notice of Violation in an attempt to bring the Project into compliance and has been working with OGC on a timeline for compliance. Because the Permittee is seeking to modify the stormwater management system, a Consent Order was subsequently drafted so that certain deadlines for the modification would be solidified.

Specifically, the Consent Order requires Permittee to apply for and obtain an ERP modification or, absent a modification, to complete construction of the underground exfiltration system, and to replace the missing skimmer and grate top on the control structure for the wet detention pond, pursuant to a prescribed timeline. The total penalties and enforcement costs, including attorneys' fees, have been assessed at \$6,300.00. This amount includes penalties of \$4,800.00 and costs totaling \$1,500.00.

Due to the prompt response to OGC's Notice of Violation, penalties and fees will be waived by the District upon the successful and timely completion of the corrective actions. Should Permittee default on any of the Consent Order's corrective actions, Permittee has agreed to pay the assessed amount of \$6,300.00 in full in addition to a \$250.00 penalty for each day of delay beyond the deadline described in the Consent Order.

Staff Recommendation:

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

Presenter:

Jennifer Soberal, Staff Attorney

BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ORDER NO. SWF 21-

IN RE: ROLEX
ADAMO-ORIENT PROPERTIES LLC
PERMIT NO. 43007457.003
CT NO. 392513
Hillsborough County

CONSENT ORDER

Pursuant to Sections 120.57(4) and 373.083, Florida Statutes ("F.S."), this Consent Order is entered into between the Southwest Florida Water Management District ("District") and Adamo-Orient Properties LLC ("Permittee"). The parties hereby voluntarily agree as follows:

FINDINGS OF FACT

1. The District is the administrative agency of the State of Florida charged with the responsibility to conserve, protect, manage, and control the water resources within its boundaries and to administer and enforce Chapter 373, F.S., and the rules promulgated thereunder in Chapter 62-330, Florida Administrative Code ("F.A.C.).

2. On January 27, 2015, the District issued Environmental Resource Permit ("ERP") No. 43007457.003 ("Permit") to Permittee for the construction of a surface water management system, consisting of an underground exfiltration system overflowing to a man-made wet detention pond ("Project") located at a 3.75-acre site at Adamo Drive and Orient Road in Hillsborough County.

3. On July 27, 2017, District staff sent Permittee a Notice of As-Built Deviations requiring the construction of the underground exfiltration system in accordance with the permitted construction plans or submittal of an application for a permit modification to demonstrate the Project will meet the conditions of issuance. Additionally, the Notice

required resubmittal of a properly completed As-built Certification and Request for Conversion to the Operation Phase form and as-built drawings.

4. By letters dated March 8, 2018, July 3, 2018, December 14, 2018, October 31, 2019, April 7, 2021, and July 1, 2021, District staff sent Permittee six additional Notices of As-Built Deviations associated with the Project.

5. During a site inspection on April 28, 2021, in addition to the absence of an exfiltration system, District staff noted that the control structure for the wet detention pond was missing the skimmer and grate top.

6. To date, the Project remains in noncompliance with the Permit.

CONCLUSIONS OF LAW

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

8. The activities described herein in paragraphs 3 through 6 constitute a violation of Section 373.430(1)(b), F.S., as well as 62-330, F.A.C., for the failure to comply with the Permit's conditions, including Specific Conditions 4, 9, 12, 14, 15, and 17 of the Permit, and General Conditions 1(a) and 1(f) of the Permit.

CORRECTIVE ACTIONS

9. In resolution of all disputed issues regarding the activities described in herein, the Parties agree to the following corrective actions:

10. As soon as possible but no later than one (1) week after approval of this Consent Order by the District's Governing Board, Permittee shall submit to the District either an ERP modification application for the deviations described in paragraphs 3 through 6 or construct an underground exfiltration system in accordance with the permitted construction plans. In the event that Permittee applies for an ERP modification,

Permittee shall comply with any District requests for additional information or clarification within thirty (30) days of the request. Permittee shall obtain an ERP modification as expeditiously as possible and, in any event no later than one hundred twenty (120) days after submittal of the ERP modification application. Permittee shall timely complete any corrective construction required by the new ERP conditions. If Permittee does not submit an ERP modification application, or if the application is denied or withdrawn, it must complete construction of an underground exfiltration system in accordance with the permitted construction plans no later than one hundred twenty (120) days after approval of this Consent Order by the District's Governing Board.

11. Additionally, Permittee shall submit a revised and properly completed As-built Certification and Request for Conversion to the Operation Phase form and as-built drawings within the time required by the District. Permittee shall replace the missing skimmer and grate top on the control structure for the wet detention pond within one (1) week of approval of this Consent Order by the District's Governing Board.

12. Permittee shall owe the District a penalty in the amount of \$4,800.00 and District attorney fees of \$1,500.00, for a total amount of \$6,300.00. However, upon timely completion of the corrective actions described in paragraphs 10 and 11, the administrative fine and attorney fees shall be waived. If the corrective actions are not completed within the time described in paragraphs 10 and 11, Permittee shall immediately pay the total amount owed by certified check or money order. If mailed, the address for payment is:

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

13. For each day of delay beyond any due date specified in this Consent Order, Permittee shall pay to the District an additional sum of two hundred fifty and 00/100 dollars (\$250.00) per day. This sum shall be paid by Permittee upon the District's mailing of a demand letter to Permittee for payment. This provision shall not be construed to preclude the District's right to undertake other administrative, civil, or criminal action as appropriate in the event any due date is not met.

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

15. This Consent Order is not a license or a permit.

16. Entry of this Consent Order shall not relieve Permittee of the duty to comply with all applicable federal, state and local laws, regulations, and ordinances.

17. Permittee shall allow authorized District representatives to access the Property at all reasonable times without prior notice for the purpose of determining compliance with this Consent Order, Chapter 373, F.S., District rules, and the terms of any permit or restoration plan.

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

19. For and in consideration of the complete and timely performance by Permittee of its obligations under this Consent Order, the District waives its right to pursue civil or administrative action for any violations described in this Consent Order. In the event that Permittee fails to completely and timely perform its obligations under this

Consent Order, the District retains its right to pursue civil or administrative action for any violations described herein.

20. The District expressly reserves and retains the right to initiate appropriate legal action against Permittee to prevent or prohibit the future violation of any applicable statutes, rules, orders or permit conditions, except as specifically addressed in this Consent Order. Permittee acknowledges by the execution of this Consent Order that any future violation of Chapter 373, F.S., District rules, or the terms of any permit (including such as may be modified) may subject Permittee to administrative or civil suit in which penalties of up to Fifteen Thousand and 00/100 Dollars (\$15,000.00) per day per offense may be imposed, as provided in Section 373.129(5), F.S.

21. Any person who is not a party to this Consent Order whose substantial interests are affected by the District's action in this Consent Order may request an administrative hearing in accordance with Sections 120.569 and 120.57, F.S., and Chapter 28-106, F.A.C. A request for hearing that disputes the material facts on which the District's action is based must contain all elements required by Rule 28-106.201(2), F.A.C., including but not limited to: (1) an explanation of how the substantial interests of each person requesting the hearing will be affected by the District's action; (2) a statement of all disputed issues of material fact; (3) the Consent Order number; (4) the name, address, any e-mail address and telephone number of the person requesting the hearing and, if applicable, of the person's representative; (5) a statement of when and how the person requesting the hearing received notice of the District's action; (6) a concise statement of the ultimate facts alleged, including the specific facts warranting reversal or modification of the District's action; and (7) the relief sought, including precisely what action the requester wishes the agency to take. A request for hearing that does not

dispute the material facts on which the District's action is based shall state that no material facts are in dispute, contain the same information set forth above (except for item (2)), and otherwise comply with Rule 28-106.301(2), F.A.C. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Tampa Service Office: 7601 U.S. Highway 301 North, Tampa, Florida 33637; Phone: (813) 985-7481; Fax: (813) 367-9776 within twenty-one (21) days of receipt of this notice. If this Consent Order is mailed, receipt is deemed to be the fifth day after the date on which the Consent Order is deposited in the United States mail. Because the administrative hearing process is designed to formulate final agency action, the timely filing of a request for hearing may result in the District's final action being different from its original action. Any person who is not a party to this Consent Order whose substantial interests will be affected by any such final action of the District has the right to request a hearing in accordance with the requirements set forth above. Failure to file a request for hearing within the specified time period shall constitute a waiver of any right any such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

22. The effectiveness of this Consent Order is subject to review and approval by the District Governing Board. In the event the District Governing Board shall not approve this Consent Order, this Consent Order shall be null, void and of no legal effect.

23. No modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by all Parties.

[Signature]
Witness

Adamo-Orient Properties LLC
[Signature]
Stephen L. Williams, Manager
Signature for Adamo-Orient Properties LLC
Date: 10/11/2021

Approved by the Governing Board of the Southwest Florida Water Management District
this _____ day of _____ 2021.

Approved as to Legal Form and Content

Jennifer A. Soberal, Esq.
Office of General Counsel

By: _____
Kelly S. Rice, Chair

Attest: _____
Print Name: _____

Filed this _____ day of _____
_____ 2021.

(Seal)

Deputy Agency Clerk

CONSENT ORDER
ADAMO-ORIENT PROPERTIES LLC
HILLSBOROUGH COUNTY, FLORIDA
CT NO: 392513

CONSENT AGENDA

November 16, 2021

General Counsel's Report: Approval of Consent Order between SWFWMD and Waterside Recycling, LLC – Permit Condition Violations – Water Use Permit No. 20020900.000 – CT No. 414677 & 416200 – Charlotte County

On August 19, 2020, the District issued a Water Use Permit (Permit) to Waterside Recycling, LLC (Permittee), for dewatering at a 109-acre mine site in Charlotte County. The Permit allows for recycling of water on-site to recharge ditches to reduce water demand and to mitigate potential on and off-site impacts, with special conditions of the Permit requiring Permittee to install staff gauges in accordance with the approved mine plans.

On March 12, 2021, District staff issued a Notice of Non-Compliance following a site visit after observing several permit condition violations, including a missing staff gauge and a staff gauge not installed according to Permit conditions. The failure to maintain required staff gauges resulted in water level data being inaccurately reported to the District for several months. The file was referred to the Office of General Counsel on June 24, 2021, to initiate enforcement action.

On July 13, 2021, after conducting two more site visits, District staff observed a new staff gauge had been properly installed to bring the project into compliance. Pursuant to the current enforcement procedure for mining violations, on August 10, 2021, the Office of General Counsel issued a Notice of Violation and proposed Consent Order to the Permittee to address the remaining issue of penalties and enforcement costs. The total penalties and enforcement costs, including attorneys' fees, have been assessed at \$3,750.00. This amount includes penalties of \$500.00 and costs totaling \$3,250.00, which Permittee has agreed to pay in full.

Staff Recommendation:

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

Presenter:

Jennifer Soberal, Staff Attorney

BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ORDER NO. SWF 21-

IN RE: Washington Loop Fill Pit (aka Triple D Excavation)
WUP No. 20020900.000
CT Nos. 414677 & 416200
CHARLOTTE COUNTY, FLORIDA

CONSENT ORDER

Pursuant to Sections 120.57(4) and 373.083, Florida Statutes (F.S.), this Consent Order is entered into by and between the Southwest Florida Water Management District (District) and Gary Bayne of Waterside Recycling, LLC (Permittee), collectively referred to as "the Parties," to settle certain matters at issue between the Parties. The Parties hereby voluntarily agree to the following findings of fact, conclusions of law, and corrective actions.

FINDINGS OF FACT

1. The District is the administrative agency charged with the responsibility to conserve, protect, manage, and control the water resources within its geographic boundaries, and to administer and enforce Chapter 373, F.S., and the rules promulgated thereunder as Chapter 40D-2, Florida Administrative Code ("F.A.C.").

2. The District is responsible for the administration of the water use, or consumptive use, permitting program in its jurisdiction pursuant to its authority granted under Chapter 373 and consistent with delegated authority from the Florida Department of Environmental Protection.

3. When applying to the District for a Water Use Permit (WUP), an applicant is required to demonstrate the conditions of issuance in 40D-2.301, F.A.C. Specifically,

an applicant must provide "reasonable assurance" to the District that the proposed water use: (a) is a reasonable-beneficial use; (b) will not interfere with any existing legal use of water; and (c) is consistent with the public interest. Rule 40D-2.301(1)(a)-(c), F.A.C.

4. A WUP application submitted to the District for a mining operation with associated dewatering activities may require the applicant to present groundwater modeling, construction plans, mining plans, environmental assessments, monitoring requirements, or other items, which must provide reasonable assurance that the proposed mining and/or dewatering activities will meet the conditions for permit issuance.

5. In accordance with 40D-2.381, F.A.C., when issuing a WUP the District must include standard and special conditions to ensure that the permit continues to meet the conditions for issuance throughout the duration of the issued WUP. These standard and special conditions are typically, but not exclusively, based upon the documentation submitted by the permittee in conjunction with the application for a WUP.

6. On August 19, 2020, the District issued WUP No. 20020900.000 (Permit) to Permittee, authorizing water withdrawals in the amount of 10,000 gallons per day (gpd) and a peak month quantity of 14,000 gpd at a 109-acre mining operation located in Charlotte County, Florida, and within the Southern Water Use Caution Area. The Permit allows for recycling of water on-site to recharge ditches to reduce water demand and to mitigate potential on and off-site impacts.

7. Special conditions of the Permit include those that require Permittee to install staff gauges in accordance with the Mine Plans, record water level data biweekly and report the data monthly, maintain the hydraulic recharge ditches, and submit an annual comprehensive report that summarizes the data collected, among other things.

8. The Mine Plans submitted in the application demonstrated the conditions of issuance for the Permit. The documents submitted in the application included water modeling, proposed construction plans, and proposed monitoring requirements.

9. On March 12, 2021, District staff sent Permittee a Notice of Non-Compliance for various permit violations following a District site visit conducted on March 9, 2021. Specifically, District staff determined that dewatering was occurring onsite without the construction of a proper hydraulic barrier ditch system, and the existing hydraulic barrier ditch system was not constructed as designed in the Permittee's submitted Mine Plans, which required a continuous ditch to make it possible for one staff gauge to accurately monitor the water level in the ditch. Instead, District staff observed a hydraulic barrier ditch system that consisted of multiple disconnected ditches rendering the single staff gauge ineffective for monitoring the water levels for the entire system.

10. During the March 9, 2021 site visit, District staff further determined that one of the required staff gauges, District ID No. 4/Permittee ID No. SG-1 (DID 4), had never been installed, as required by the Permit.

11. On July 13, 2021, District staff conducted a third site visit and observed a new staff gauge had been properly installed.

12. The Permittee does not dispute any of the material facts in this Consent Order.

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

CONCLUSIONS OF LAW

14. The District has jurisdiction over this matter pursuant to Chapter 373 Part II, F.S., and Chapter 40D-2, F.A.C.

15. The activities described herein in paragraphs 9 and 10 constitute violations of Chapter 373, F.S., Rules 40D-2.041 and 40D-2.301 of Chapter 40D, F.A.C., and Special Condition 8 of the Permit.

16. Special Condition 8 of the Permit requires DID 4 to be installed in the hydraulic recharge ditch upon completion of the ditch, and the ditches to be maintained throughout the duration of the mining and/or dewatering activity.

17. The District may seek penalties for the violation described in paragraphs 9 and 10 and is further authorized to recover its investigative enforcement costs and reasonable attorney's fees.

CORRECTIVE ACTIONS

18. In settlement of the violations described in this Consent Order, the parties agree that within thirty (30) days of approval of this Consent Order by the District's Governing Board, the Permittee shall pay the District, by certified check or money order, penalties totaling \$500.00 and District enforcement costs totaling \$3,250.00, for a grand total of \$3,750.00. If mailed, the address for payment is:

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

19. Entry of this Consent Order shall not relieve the Permittee of the duty to comply with all applicable federal, state, and local laws, regulations, and ordinances.

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

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

22. The Permittee hereby waives any right to an administrative hearing or judicial review of the terms of this Consent Order.

23. The Permittee agrees to fully and completely comply with all terms and conditions of any permit issued by the District, including any modifications or renewals thereof. The Permittee acknowledges, by the execution of this Consent Order, that any future violation of Chapter 373, F.S., District rules, or the terms of any permit, including any modifications or renewals thereof, may necessitate administrative action or civil suit in which civil penalties may be imposed.


24. Any person who is not a party to this Consent Order whose substantial interests are affected by the District's action in this Consent Order may request an administrative hearing in accordance with Sections 120.569 and 120.57, F.S., and Chapter 28-106, F.A.C. A request for hearing that disputes the material facts on which the District's action is based must contain all elements required by Rule 28-106.201(2), F.A.C., including but not limited to: (1) an explanation of how the substantial interests of

each person requesting the hearing will be affected by the District's action; (2) a statement of all disputed issues of material fact; (3) the Consent Order number; (4) the name, address and telephone number of the person requesting the hearing and, if applicable, of the person's representative; (5) a statement of when and how the person requesting the hearing received notice of the District's action; (6) a concise statement of the ultimate facts alleged, including the specific facts warranting reversal or modification of the District's action; (7) the specific rules or statutes requiring reversal or modification of the District's action; and (8) the relief sought, including precisely what action the requester wishes the agency to take. A request for hearing that does not dispute the material facts on which the District's action is based shall state that no material facts are in dispute, contain the same information set forth above (with the exception of item (2)), and otherwise comply with Rule 28-106.301(2), F.A.C. A request for hearing must be filed with (received by) the Agency Clerk at the District's Tampa Office, 7601 Highway 301 North, Tampa, Florida 33637-6759 or by facsimile transfer to the Agency Clerk at (813) 367-9776 or (813) 367-9778 within twenty-one (21) days of receipt of this notice. If this Consent Order is mailed, receipt is deemed to be the fifth day after the date on which the Consent Order is deposited in the United States mail. Because the administrative hearing process is designed to formulate final agency action, the timely filing of a request for hearing may result in the District's final action being different from its original action. Any person who is not a party to this Consent Order whose substantial interests will be affected by any such final action of the District has the right to request a hearing in accordance with the requirements set forth above. Failure to file a request for hearing within the specified time period shall constitute a waiver of any right any such person may

have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

25. No modification of the terms of this Consent Order shall be effective until reduced to writing and executed by the Parties.

26. The effectiveness of this Consent Order is subject to review and approval by the District's Governing Board. In the event the District's Governing Board does not approve this Consent Order, this Consent Order shall be null, void and of no legal effect. After this Consent Order has been executed by the Permittee, the Permittee may not withdraw his approval of or terminate this Consent Order under any circumstances, unless the District's Governing Board fails to approve this Consent Order.


Name: Gary Bayne
Signature For: Waterside Recycling, LLC
Date: 10/28/2021

Approved by the Governing Board of the Southwest Florida Water Management District
this _____ day of _____ 2021.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Approved as to Legal Form and Content

Office of General Counsel

By: _____
Kelly S. Rice, Chair

Attest: _____
Print Name: _____

Filed this _____ day of _____
_____ 2021.

(Seal)

Deputy Agency Clerk

CONSENT AGENDA

November 16, 2021

Executive Director's Report: Approve Governing Board Minutes - October 19, 2021

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING
TUESDAY, OCTOBER 19, 2021 – 9:00 AM
2379 BROAD STREET, BROOKSVILLE, FL 34604
(352) 796-7211**

MINUTES

Board Members Present

Kelly Rice, Chair
Joel Schleicher, Vice Chair
Ed Armstrong, Treasurer
Michelle Williamson, Member
Jack Bispham, Member*
John Mitten, Member
William Hogarth, Member
Ashley Bell Barnett, Member*

*Attended via electronic media

Board Members Absent

Seth Weightman, Member
John E. Hall, Member

Staff Members

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

Board Administrative Support

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

1. CONVENE PUBLIC MEETING

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., October 19, 2021, at the Brooksville Office, 2379 Broad Street, Brooksville, FL 34604-6899.

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

of the public may submit a Request to Speak card to comment on agenda items only during the meeting. If someone wishes to address the Board on an issue not on the agenda, a Request to Speak card may be submitted for comment during "Public Input." Chair Rice stated that comments would be limited to three minutes per speaker, and, when appropriate, exceptions to the three-minute limit may be granted by the Chair. He also requested that several individuals wishing to speak on the same topic designate a spokesperson.

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

1.2 Invocation and Pledge of Allegiance

Board Member John Mitten offered the invocation and led the Pledge of Allegiance.

1.3 Election for Governing Board Secretary

Mr. Chris Tumminia, General Counsel, provided an overview of the process for the election of the Governing Board Secretary.

Treasurer Ed Armstrong made a motion to nominate Board Member Michelle Williamson for Secretary. The motion passed unanimously. (Audio – 00:06:15)

1.4 Employee Recognition

Chair Rice recognized employees that have reached at least 20 years of service. The following staff members were recognized: Diana Burdick, Barbara Matrone and Eric DeHaven.

1.5 Additions/Deletions to Agenda

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

Vice Chair Schleicher requested the following items be moved to discussion:

Operations, Lands and Resource Monitoring Committee

2.4 First Amendment to Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks – Rainbow River Ranch Tract Project – SWF Parcel No. 19-593-108X-1

General Counsel's Report

2.5 Acquisition of Mineral Rights - Myakkahatchee Creek Project – SWF Parcel Nos. 21-694-102 and 21-694-103C

1.6 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddes, Jr., spoke regarding support of a dry toilet program and against the use of reclaimed water.

CONSENT AGENDA

Finance/Outreach and Planning Committee

2.1 Office of Inspector General Performance Measures

Staff recommended the Board approve the OIG performance measures.

Resource Management Committee

2.2 Minimum Flows and Minimum Water Levels Priority List and Schedule Update

Staff recommended the Board approve the District's Minimum Flows and Minimum Water Levels 2021 Priority List and Schedule for submission to DEP for review and approval as required by Chapter 373, F.S.

2.3 Knowledge Management: FARMS Program Governing Board Policy

Staff recommended the Board replace the Governing Board FARMS policy approved in February of 2020 with the new Governing Board FARMS Policy.

Operations, Lands and Resource Monitoring Committee

2.4 First Amendment to Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks – Rainbow River Ranch Tract Project – SWF Parcel No. 19-593-108X-1

Staff recommended the Board:

- Approve the First Amendment to the Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks for the Rainbow River Ranch Tract Project SWF Parcel No. 19-593-108X-1.
- Authorize the Governing Board Chair and Treasurer to execute the Amendment.

General Counsel's Report

2.5 Acquisition of Mineral Rights – Myakkahatchee Creek Project – SWF Parcel Nos. 21-694-102 and 21-694-103C

Staff recommended the Board:

- Approve the new Escrow Agreement between the District and Sarasota County.
- Authorize District staff to make minor adjustments to the amount held in escrow under the new Escrow Agreement.
- Authorize the Executive Director to execute Instructions to Disburse Funds as necessary to complete any transaction contemplated under the Original Escrow Agreement or new Escrow Agreement.

Executive Director's Report

2.6 Approve Governing Board Minutes - September 28, 2021

Staff recommended the Board approve the minutes as presented.

2.7 Approve Fiscal Year 2022 Final Budget Hearing Minutes

Staff recommended the Board approve the minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion passed unanimously. (Audio - 00:13:47)

Finance/Outreach & Planning Committee

Treasurer Ed Armstrong called the Committee meeting to order. (Audio – 00:14:14)

3.1 Consent Item(s) Moved to Discussion - None

3.2 Development of Preliminary Budget for Fiscal Year 2023

Mr. John Campbell, Division Director, stated that pursuant to Section 373.535, Florida Statutes, the water management districts are required to submit a preliminary budget to the Florida Legislature for review. Mr. Campbell provided a schedule for the Fiscal Year (FY) 2023 budget development, budget metrics, preliminary operating budget assumptions, project budget assumptions and revenue budget assumptions. He explained the use of the New Growth Model in projecting ad valorem revenue for the upcoming fiscal year budget. Mr. Campbell provided an overview of projected new growth from FY2001 through FY2022.

Vice Chair Schleicher asked how increased inflation correlates to the ad valorem model. Mr. Campbell responded that this information was not available at present but would be provided to the Board.

Staff recommended the Board approve the general budget assumptions as outlined in the October 19, 2021, budget presentation for the development of the preliminary budget for FY2023.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio - 00:25:10)

3.3 Investment Strategy Quarterly Update

Mr. John Grady, Public Trust Advisors, provided information that included inflation, the Bloomberg forecast, current and forecasted interest rates, yield curve information, and portfolio strategy updates. Mr. Grady responded to questions from the Board Members.

Mr. Grady provided an overview of the quarterly investment report for the period ending September 30, 2021.

Staff recommended the Board accept and place on file the District's Quarterly Investment Reports for the quarter ended September 30, 2021.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio - 00:46:38)

3.4 Annual Review of the District's Investment Policy

Mr. John Campbell, Division Director, presented an overview of the District's Investment policy and the proposed changes. He explained the proposed modifications to the policy are recommended for clarification purposes.

This item was presented for the Board's information, and no action is requested. A copy of the current Investment Policy and the revised draft Investment Policy will be included as a Consent Item in the November 2021 Board packet and approval will be requested at that time.

3.5 Office of Inspector General Quarterly Update – July 1, 2021, to September 30, 2021,

This was information only. No action was required

3.6 Budget Transfer Report

This was information only. No action was required

Resource Management Committee

Secretary Michelle Williamson called the Committee to order. (Audio – 00:53:43)

4.1 Consent Item(s) Moved to Discussion - None

4.2 First Amendment to the Polk County Direct Potable Reuse Feasibility and Pilot (Q209); Cost & Scope Change

Mr. Jay Hoecker, Water Supply Manager, presented a summary of changes and cost increases associated with project Q209. This presentation included location, description, benefits, and revised staff evaluation. Mr. Hoecker explained Polk County will be incurring the increased costs for this project.

Treasurer Ed Armstrong asked if this project would provide technological benefits. Ms. Jennette Seachrist, Division Director, responded in the affirmative.

Staff recommended the Board approve the First Amendment for cost and scope changes for the Polk County Direct Potable Reuse Feasibility and Pilot (Q209) to revise the pilot flow capacity to 14,400 gpd, increase the overall project costs to \$2,591,582, and increase Polk County's funding commitment to \$1,796,582. The existing project's data benefits and the District's funding share of \$795,000 remain unchanged.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 01:03:40)

Operations, Lands & Resource Monitoring Committee

Board Member John Mitten called the Committee to Order. (Audio – 01:04:10)

5.1 Consent Item(s) Moved to Discussion

2.4 First Amendment to Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks – Rainbow River Ranch Tract Project – SWF Parcel No. 19-593-108X-1

Vice Chair Schleicher asked why the additional acreage was not in the original agreement. Mr. Brian Starford, Division Director, explained the map included with the original agreement included all the acreage. However, there was a scrivener's error in the legal description that was originally submitted. This amendment corrects that error.

Staff recommended the Board:

- Approve the First Amendment to the Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks for the Rainbow River Ranch Tract Project SWF Parcel No. 19-593-108X-1.
- Authorize the Governing Board Chair and Treasurer to execute the Amendment.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 01:06:03)

5.2 Hydrologic Conditions Report

Ms. Tamera McBride, Hydrologic Data Manager, presented the hydrologic conditions report. Rainfall for September was considered normal for the majority of the District with the exception of wetter conditions in Citrus and Highlands counties. Citrus County experienced its second highest wet season in history. Groundwater levels were above average for the northern counties and normal for central and southern counties. The Northern, Tampa Bay, Polk Upland and Lake Wales Ridge lakes were in the normal range. The Withlacoochee River was in the above normal range. The Hillsborough, Alafia and Peace rivers were in the normal range. Because of several tropical storms increasing flows and levels, the wet season ended with approximately three inches above normal rainfall Districtwide. Public water supplies remain full. Developing La Niña conditions suggest a drier-than-normal winter and spring.

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

Regulation Committee

Vice Chair Joel Schleicher called the Committee to Order. (Audio – 01:21:03)

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

2.5 Acquisition of Mineral Rights - Myakkahatchee Creek Project – SWF Parcel Nos. 21-694-102 and 21-694-103C

Vice Chair Schleicher asked what options were available if the District is unable to acquire mineral rights at the end of the 12-month escrow period. Mr. Chris Tumminia, General Counsel, outlined the other possibilities the District could pursue. He stated that staff is working toward a solution that will obtain a clear title to avoid any circumstance that could jeopardize the conservation easement owned by the District.

Treasurer Armstrong expressed his concerns regarding the timeline associated with obtaining these mineral rights and that the District has been working on this for 14 years. There were bad judgment calls on this transaction. The District needs to do everything it can to keep from having to do cleanup items 14 years later. Mr. Brian Starford, Division Director, responded that he understands the concern and assured Treasurer Armstrong that efforts from staff are being done to ensure this type of circumstance is avoided in the future.

Staff recommended the Board:

- Approve the new Escrow Agreement between the District and Sarasota County.
- Authorize District staff to make minor adjustments to the amount held in escrow under the new Escrow Agreement.
- Authorize the Executive Director to execute Instructions to Disburse Funds as necessary to complete any transaction contemplated under the Original Escrow Agreement or new Escrow Agreement.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 01:27:17)

Committee Liaison Reports

8.1 Agricultural and Green Industry Advisory Committee

Secretary Williamson provided a recap of the meeting. She stated that elections were held, and Curt Williams of the Florida Farm Bureau Federation was elected Chair for a second term and Mr. Alan Jones of Florida Fruit & Vegetable Association was elected Vice Chair. She stated a field trip is scheduled for December 7 to various FARMS projects and the Board Members are invited to attend. A written summary of the September 14 meeting was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, recognized Mr. Eric DeHaven, Assistant Bureau Chief, who was retiring at the end of the month. He thanked Mr. DeHaven for his service.

Mr. Armstrong provided the Board with a written copy of his FY2023 goals. He stated these include continuing to oversee the progress of the Strategic Plan, monitoring the efficiency of the District and ensuring the District continues to attract and retain talented staff.

Chair's Report

10.1 Chair's Report

The November 16 Governing Board meeting is scheduled at 9:00 a.m., in the Tampa Office and the December 14 meeting is scheduled for 9:00 a.m., in the Brooksville office.

10.2 2021 Employee Evaluation and 2022 Performance Goals for the Executive Director and Inspector General

Chair Rice stated his support for Executive Director Armstrong, and provided a recommendation for a three percent salary increase.

Treasurer Armstrong stated his support for Inspector General Werthmiller and made a recommendation for a four percent salary increase.

Chair Rice made a motion to approve the recommended salary increases for Executive Director Armstrong and Inspector General Werthmiller. The motion was seconded and passed unanimously. (Audio – 01:36:38)

10.3 Milestones

Chair Rice recognized employee milestones

Adjournment

The meeting adjourned at 11:38 a.m.

DRAFT

Governing Board Meeting
November 16, 2021

3. RECOGNITION OF FORMER GOVERING BOARD MEMBER

3.1	Recognition of Former Governing Board Member Jeffery M. Adams.....	142
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RECOGNITION OF FORMER GOVERNING BOARD MEMBER

November 16, 2021

Recognition of Former Governing Board Member Jeffery M. Adams

To honor Mr. Jeffrey M. Adams for his term as Governing Board member, District staff will present a resolution and plaque to commemorate his service. Mr. Adams was appointed by Governor Charlie Crist in April 2010 and served until May 2019.

Presenter:

Kelly Rice, Board Member

Governing Board Meeting
November 16, 2021

4. FINANCE/OUTREACH & PLANNING COMMITTEE

4.1	Discussion: Information Only: Consent Item(s) Moved to Discussion	143
4.2	Submit & File: Information Only: Budget Transfer Report.....	144

FINANCE/OUTREACH AND PLANNING COMMITTEE

November 16, 2021

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

Staff Recommendation:

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

Presenters:

Michael Molligan, Division Director, Employee and External Relations

John J. Campbell, Division Director, Management Services

FINANCE/OUTREACH AND PLANNING COMMITTEE

November 16, 2021

Submit & File: Information Only: Budget Transfer Report

Purpose

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

Background

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

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
October 2021

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason For Transfer	Transfer Amount
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category			
<u>Consistent with Original Budget Intent</u>					
1	Land Resources	Land Resources	Funds are needed for the original purpose budgeted for the salaries, benefits, and associated personnel costs for three full-time equivalent positions (FTEs) transferred from the Land Use and Protection section to the Land Management section, as well as the activities determined to be more in line with the responsibilities of the Land Management section.	\$	674,750.00
	Information Technology	Information Technology			
	Salaries & Benefits	Salaries & Benefits			
	Travel - Staff Duties	Travel - Staff Duties			
	Travel - Training	Travel - Training			
	Central Garage Charges	Central Garage Charges			
	Memberships and Dues	Memberships and Dues			
	Professional Licenses	Professional Licenses			
	Special Events	Special Events			
	Telephone and Communications	Telephone and Communications			
	Parts and Supplies	Parts and Supplies			
	Rental of Other Equipment	Rental of Other Equipment			
	Equipment - Non-Capital Outlay	Equipment - Non-Capital Outlay			
	Equipment - Recreation-Non Cap	Equipment - Recreation-Non Cap			
	Other Contractual Services	Other Contractual Services			
Total Consistent with Original Budget Intent				\$	674,750.00
Total Amount Transferred				\$	674,750.00

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

Governing Board Meeting

November 16, 2021

5. RESOURCE MANAGEMENT COMMITTEE

5.1	Discussion: Information Only: Consent Item(s) Moved to Discussion.....	146
5.2	Discussion: Action Item: Citrus County Cambridge Green Septic to Sewer – Third Party Review (W432)	147
5.3	Discussion: Action Item: Pasco County Hidden Lake/Yellow Lake Flood Protection Project (N967) – Approve Reducing the Project Scope and Budget to Eliminate the Third-Party Review.....	150
5.4	Discussion: Action Item: Tsala Apopka Golf Course Water Control Structure Modification Project - Funding Request for Construction Cost Increase.....	152

RESOURCE MANAGEMENT COMMITTEE

November 16, 2021

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

Staff Recommendation:

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

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE**November 16, 2021****Discussion: Action Item: Citrus County Cambridge Green Septic to Sewer – Third Party Review (W432)***Purpose*

The purpose of this item is to provide the results of the third-party review (TPR) on Citrus County's Cambridge Green Septic to Sewer project and request Governing Board approval to amend the Cooperative Funding Agreement to move forward with final design, bidding, permitting, and construction for the project at a total project cost of \$10,243,000 with the District maintaining its original funding share of \$1,450,500 towards the total project cost.

Background/History

Citrus County (County) and the Southwest Florida Water Management District (District) entered into a Cooperative Funding Agreement in 2020 for the Cambridge Green Septic to Sewer project. The septic to sewer conversion project includes the 30% design package, final design, permitting and construction of a regional wastewater collection system necessary for the connection of existing septic tanks within the Priority Focus Area of the Crystal River/Kings Bay Basin Management Action Plan (BMAP), a SWIM priority water body. The initial benefits are anticipated to be achieved at construction completion by 2024.

The Governing Board approved fiscal year (FY) 2020 cooperative funding for the project, with additional Governing Board approval required to proceed beyond the TPR. The initial conceptual total project cost including preliminary design, TPR, final design, permitting, construction and inspection was estimated at \$6,500,000, which was based on a conceptual project cost estimate developed prior to acquiring a design engineer.

Per the agreement, the County provided the Preliminary Engineering Report (PER) at 30 percent design for the TPR. District staff contracted with an engineering firm to conduct the TPR. The TPR was completed and included a review of the project schedule, constructability, cost estimates, and ability to meet proposed resource benefits. The TPR consultant concluded that the proposed project design is reasonable and will meet the resource benefit of reducing nutrient loading to groundwater resources.

Benefits/Costs

The project addresses the nutrient reduction goals of the Crystal River/Kings Bay BMAP. The resource benefit of this project in reducing nutrient loading to groundwater has increased from the original estimate of 2,370 pounds per year of total nitrogen (lbs/yr TN) to 3,211 lbs/yr TN. This increase in nutrient reduction benefit is related to growth within the subdivision since project conception, increasing the number of existing septic tanks to be converted from the original 240 to a current estimate of 312 based on the PER.

The original total conceptual project cost estimate was \$6,500,000. Based on the PER, the County revised the total project cost estimate, including design, permitting and construction, to \$7,415,000. After review of the TPR findings and subsequent discussions, the County further revised their total project cost estimate to \$10,243,000, which falls within the range of estimated project cost provided by the TPR. These revised project cost estimations reflect the current trend of significant material and labor cost increases. In recognition of these changes, County staff indicated they would not be requesting the District to share in the cost increase. The County requests that the Governing Board approve moving forward with the project for final design, permitting, and construction at a total project cost of \$10,243,000

with the District maintaining its original funding share of \$1,450,500, the FDEP funding \$3,250,000, a legislative appropriation of \$349,000, and the County funding a remaining balance of \$5,193,500.

The project has been evaluated based on the latest information and a revised evaluation form is provided as an exhibit to this recap. Both the costs and benefits of the project have increased when compared to the conceptual estimates. Based on the new information, the project's cost effectiveness ranks as medium, while the project benefit, strategic goals, and overall project rankings remain high. The District's existing cooperative funding agreement with the County requires Governing Board approval to modify the agreement costs and scope before the County is eligible for reimbursement of any expenses beyond the TPR task.

Staff Recommendation:

Authorize continuation of the project and approve modification of the Cooperative Funding Agreement for the Citrus County Cambridge Greens Septic to Sewer Project (W432) to include:

1. Increase of the Measurable Benefit from 240 septic tanks to 312 septic tanks.
2. Increase of the Project Benefit from 2,370 lbs/yr TN removed to 3,211 lbs/yr TN removed.
3. Increase in the total project cost from \$6,500,000 to \$10,243,000, with the District's share to remain \$1,450,500, the FDEP's share to remain \$3,250,000, the legislative appropriation to remain \$349,000, and Citrus County's share revised to \$5,193,500.

Presenter:

Jay Hoecker, Manager, Water Supply

Project No. W432	Springs – Citrus County Cambridge Green Septic to Sewer Project			
Citrus County				
Risk Level:	Type 2	Multi-Year Contract: No		
Description				
Description:	30% design, third-party review (TPR), final design, permitting, and construction of a regional wastewater collection system necessary for connection of existing septic tanks in the Cambridge Greens area of the Crystal River/Kings Bay Priority Focus Area (PFA).			
Measurable Benefit:	The contractual Measurable Benefit will be the construction of a regional wastewater collection system that will result in the connection of a minimum of 312 existing septic tanks. Construction will be done in accordance with the permitted plans.			
Costs:	Total Project Costs: \$10,243,000 (design, third-party review, permitting, and construction) Citrus County: \$5,193,500 District: \$1,450,500 FDEP: \$3,250,000 Legislative Appropriation: \$349,000			
Evaluation				
Application Quality:	Medium	Application included most of the required information identified in the CFI guidelines. District PM/CM had to work with cooperator to obtain remaining required information.		
Project Benefit:	High	The benefit of this water quality project, if constructed, is the reduction of pollutant loads by an estimated 3,211 lbs/yr TN. There will be no monitoring or performance testing requirements. The project is located within the PFA of the Crystal River/Kings Bay basin management action plan (BMAP), a SWIM priority water body.		
Cost Effectiveness:	Medium	For wastewater projects, the estimated cost/lb of TN (\$106/lb) removal is higher than what would be considered a highly cost-effective project of \$100/lb		
Past Performance:	High	Based upon an assessment of the schedule and budget for the 2 ongoing projects.		
Complementary Efforts:	Medium	The Cooperator has an ordinance in line with F.S. 381.00655 to require sewage hookup within 365 days of availability.		
Project Readiness:	High	Project is ongoing and on schedule.		
Strategic Goals				
Strategic Goals:	High	Strategic Initiative - Water Quality Maintenance and Improvement: Develop and implement programs, projects and regulations to maintain and improve water quality. Strategic Initiative - Conservation and Restoration: Restoration and maintenance of natural ecosystem for the benefit of water and water-related resources. Northern Region Priority: Improve northern coastal spring systems.		
Overall Ranking and Recommendation				
Fund as High Priority.	30% design and TPR are complete. Based on favorable information from the TPR, staff recommends approval to proceed, including funding for final design, permitting, and construction. This project is located within the Crystal River/Kings Bay PFA, a SWIM Priority water body and will continue efforts by the County to improve water quality.			
Funding				
Funding Source	Prior	FY2020	Future	Total
Legislative Appropriation	\$349,000	\$0	\$0	\$349,000
FDEP	\$0	\$3,250,000	\$0	\$3,250,000
Citrus County	\$0	\$1,450,500	\$3,743,000	\$5,193,500
District	\$0	\$1,450,500	\$0	\$1,450,500
Total	\$349,000	\$6,151,000	\$3,743,000	\$10,243,000

RESOURCE MANAGEMENT COMMITTEE**November 16, 2021****Discussion: Action Item: Pasco County Hidden Lake/Yellow Lake Flood Protection Project (N967) – Approve Reducing the Project Scope and Budget to Eliminate the Third-Party Review***Purpose*

The purpose of this item is to present the results of the 30% design of the Hidden Lake/Yellow Lake Flood Protection project (N967) and to request Governing Board approval of staff's recommendation to authorize amending the Cooperative Funding Agreement (CFA) to eliminate the third-party review and additional design tasks with a corresponding decrease in funding. With this proposed change, the District's funding for this project would conclude at the 30% design stage.

Background/History

The project proposed the design and construction of berms and ancillary facilities to contain flood waters within the Hidden Lake property in Pasco County. This project was originally co-funded in FY2019 as Cooperative Funding Agreement 19CF0001768 with a third-party review recommended due to the conceptual construction estimate being greater than five million dollars. Funding for the conceptual design, 30% design, third-party review and additional design was approved for \$400,000 with Pasco County and the District each funding \$200,000. The project measurable benefit is the completion of the 30% design package for the proposed project. The County has completed the 30% design package.

When the Hidden Lake/Yellow Lake (N967) project concept was initially submitted, the project was anticipated to address street and structure flooding in the area and the benefit/cost ratio was estimated to be between 0.7 and 1.0. Based on this, the project was initially given a high cost effectiveness ranking. Total project cost was estimated at \$6,000,000.

Benefits/Costs

The 30% Design Package for the N967 project was provided by the County to the District. The Design Package included watershed modeling updates for the proposed project that were unable to confirm the flood protection benefits and would therefore rank this project low. District staff recommends not moving forward with the N967 project due to the low benefit/cost ratio. Additionally, staff does not consider it necessary to conduct the project third-party review and recommends eliminating the third-party review and additional design tasks from the Cooperative Funding Agreement with the County. Pasco County concurs with staff's recommendation including eliminating the third-party review. A third-party review is not expected to improve the benefit/cost ratio or the low overall project ranking. Elimination of the third-party review and additional design tasks will reduce the Cooperative Funding Agreement budget by \$100,000, saving both the County and the District up to \$50,000 each.

Staff Recommendation:

Authorize staff to amend the project Cooperative Funding Agreement to eliminate the third-party review and additional design tasks and reduce the total project budget to \$300,000 (District Share of \$150,000).

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE**November 16, 2021****Discussion: Action Item: Tsala Apopka Golf Course Water Control Structure Modification****Project - Funding Request for Construction Cost Increase***Purpose*

Staff requests approval of a \$115,858 budget transfer from the revised Springs – Crystal River Indian Waters Septic to Sewer Phase 2 Project (W430) to the Tsala Apopka Golf Course Water Control Structure Modification Project (C680).

Background/History

The Indian Waters Septic to Sewer Phase 2 Project is a Cooperative Funding Initiative with the City of Crystal River. The City recently requested a scope of work revision and cost reduction, with a \$118,921.50 reduction in District funding. These changes were approved at the September 28, 2021, Governing Board meeting.

The Tsala Apopka Golf Course Structure was built in 1965 and is the main conveyance for water flowing between the Floral City and Inverness Pools of the Tsala Apopka Chain-of-Lakes. For several decades, this structure has been used to share inflows from the Withlacoochee River to help fill the lakes and to release flood flows through the lakes during high water times. Over time some improvements have been made to the structure, but its current configuration cannot meet all the operation guidelines for the chain of lakes. The Withlacoochee River Watershed Initiative identified this structure as the limiting factor when passing water through the system, during both low water times and during flooding conditions. Modifying the structure was a key recommendation from the Initiative. The District budgeted \$120,000 for design and permitting of the structure modification in Fiscal Year (FY) 2018. Funds totaling \$600,000 were budgeted in FY2019 and FY2022 for construction engineering services and construction.

Design was completed in 2019. The request for bid was advertised in December 2020 and bids were received in January 2021. Only one bid was received that totaled \$1,482,730. Market conditions and concerns for procuring fabricated components requiring longer than normal lead times were believed to have contributed to the lack of interest and high cost proposed for the job. District staff made adjustments to the bid in an effort to increase interest in the project and lower perceived risk. The District rebid the project in August 2021 and the bid opening was on October 12, 2021. Three bids were received with a low bid of \$615,004, \$115,858 over the budgeted funds of \$499,146 for construction.

Benefit/Costs

Given current construction market trends, District staff recommend moving forward with the low bid and request a budget transfer of \$115,858 to allow for award of the construction contract for a total of \$615,004 to the qualified low bidder. Remaining budgeted funds will be available for planned construction-phase services. The requested funding will allow the District to complete the structure modification recommended by the Withlacoochee River Watershed Initiative. The proposed modification will increase the flow capacity in the Withlacoochee River / chain of lakes system, reduce debris problems at the structure, enable more accurate and timely water level adjustments, meet control structure operation guidelines, and potentially reduce level and duration of flooding.

Staff Recommendation:

Approve the transfer of \$115,858 from the revised Indian Waters Septic to Sewer Phase 2 Project with the City of Crystal River (W430) to the Tsala Apopka Golf Course Water Control Structure Modification Project (C680).

Presenter:

Mark Fulkerson, P.E., Chief Professional Engineer, Water Resources Bureau

Governing Board Meeting
November 16, 2021

6. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

6.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion..... 154

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

November 16, 2021

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

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting
November 16, 2021

7. REGULATION COMMITTEE

7.1 **Discussion:** Information Only: Consent Item(s) Moved to Discussion155

7.2 **Discussion:** Action Item: Denials Referred to the Governing Board 156

REGULATION COMMITTEE

November 16, 2021

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

Staff Recommendation:

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

Presenter:

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

REGULATION COMMITTEE

November 16, 2021

Discussion: Action Item: Denials Referred to the Governing Board

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

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting
November 16, 2021

8. GENERAL COUNSEL’S REPORT

8.1	Discussion: Information Only: Consent Item(s) Moved to Discussion.....	157
8.2	Discussion: Information Only: 2021 Sunshine Law Presentation.....	158

GENERAL COUNSEL'S REPORT

November 16, 2021

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

Staff Recommendation:

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

Presenter:

Chris Tumminia, General Counsel

GENERAL COUNSEL'S REPORT**November 16, 2021****Discussion: Information Only: 2021 Sunshine Law Presentation**

Florida's Government in the Sunshine Law, Section 286.011, Florida Statutes ("F.S."), commonly referred to as the Sunshine Law, provides a "right of access" to governmental proceedings of public boards or commissions (i.e. meetings) at both the state and local levels. Importantly, the law is applicable to any gathering of two or more members of the same board to discuss any matter that will foreseeably come before that board for action. The three basic requirements of the Sunshine Law are:

1. Meetings of public boards or commissions must be open to the public;
2. Reasonable notice of such meetings must be given; and
3. Minutes of the meetings must be taken and promptly recorded.

Both the District and the Governing Board are subject to the Sunshine Law. Failure to comply with Sunshine Law requirements could result in invalidation of official board action, imposition of criminal penalties, civil liability, and suspension or removal from office.

Some of the particular requirements for the general principles of the Sunshine Law listed above are not intuitive. Additionally, communicating through social media may trigger the requirements of the Sunshine Law in certain instances, and it is particularly important for Governing Board members to understand the extent of the Sunshine Law requirements and when they apply. As a result, the Office of General Counsel will provide a Sunshine Law presentation for current Governing Board members to address frequently recurring topics and any recent updates in the law.

Staff Recommendation:

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

Presenter:

Rachel S. Peterkin, Senior Attorney

COMMITTEE/LIAISON REPORTS

November 16, 2021

Discussion: Information Only: Environmental Advisory Committee

Staff Recommendation:

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

Presenter:

John Mitten, Board Member

COMMITTEE/LIAISON REPORTS

November 16, 2021

Discussion: Information Only: Well Drillers Advisory Committee

Staff Recommendation:

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

Presenter:

Seth Weightman, Board Member

EXECUTIVE DIRECTOR'S REPORT

November 16, 2021

Discussion: Information Only: Executive Director's Report

Staff Recommendation:

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

Presenter:

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

CHAIR'S REPORT

November 16, 2021

Discussion: Information Only: Chair's Report

Staff Recommendation:

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

Presenter:

Kelly S. Rice, Chair

CHAIR'S REPORT

November 16, 2021

Discussion: Information Only: Milestones

Staff Recommendation:

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

Presenter:

Kelly S. Rice, Governing Board Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	11/07/2016	Ryan Pearson	Staff Economist	Brooksville	Water Resources	2021	11/07/2021
5	11/14/2016	Allison McKinney	Staff Engineer	Tampa	Environmental Resource Permit	2021	11/14/2021
5	11/28/2016	Pierre Bien Aime	Staff Network Systems Security Administrator	Brooksville	Information Technology	2021	11/28/2021
5	11/28/2016	Samantha Freeman	Recruiting Professional	Brooksville	Human Resources Office	2021	11/28/2021
20	11/05/2001	Jason LaRoche	Senior Professional Geologist	Brooksville	Data Collection	2021	11/05/2021
20	11/05/2001	Ying Wu	Senior Chemist	Brooksville	Data Collection	2021	11/05/2021
20	11/19/2001	Darrin Herbst	Water Use Permit Bureau Chief	Tampa	Water Use Permit	2021	11/19/2021
30	11/16/1991	Donna Wever	Senior Resource Specialist	Brooksville	General Services	2021	11/16/2021