

Governing Board Meeting

Agenda and Meeting Information

November 18, 2025

9:00 a.m.

Tampa Office

7601 US 301 North • Tampa, Florida
(813) 985-7481 • 1-800-423-1476

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



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

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The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); 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 18, 2025
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 WaterMatters.org.
- › Public input will be taken only at the meeting location.
- › Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

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

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

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

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

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

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

Bartow Office

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

Sarasota Office

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

Tampa Office

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

MEETING NOTICE

1. CONVENE PUBLIC MEETING

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

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Authorization to Dispose of Equipment
- 2.2 **Finance/Outreach and Planning Committee:** Knowledge Management: Approval of Governing Board Policy, Investments
- 2.3 **Resource Management Committee:** Cooperative Funding Initiative Policy Deviation Request for Fiscal Year 2027 (FY2027)
- 2.4 **Operations, Lands and Resource Monitoring Committee:** Right of First Refusal – Priede Conservation Easement, CW Deen Family Farm – SWF Parcel No. 10-200-1173C (Polk County)
- 2.5 **Regulation Committee:** Water Use Permit No. 20 013343.006, Manatee County BOCC / Manatee Co. Utilities Consolidated Permit (Manatee County)
- 2.6 **Regulation Committee:** Water Use Permit No. 20 004352.010, Tampa Bay Water / South Central Hillsborough Regional Wellfield (Hillsborough County)
- 2.7 **Regulation Committee:** Land Donation – Tallstone Enterprises LLC (Tallstone Parcel), SWF Parcel No. 20-013-135 (Highlands County)
- 2.8 **General Counsel's Report:** Authorization to Issue Administrative Complaint and Order – Environmental Resource Violations; Unauthorized Activities – Placida Pointe Home Owners Association, Inc. (Charlotte County)
- 2.9 **Executive Director's Report:** Approve Governing Board Minutes – October 28, 2025

3. RECOGNITION OF FORMER GOVERNING BOARD MEMBER

- 3.1 Recognition of Former Governing Board Member Rebecca Smith

4. FINANCE/OUTREACH & PLANNING COMMITTEE

- 4.1 **Discussion:** Consent Item(s) Moved to Discussion
- 4.2 **Submit & File:** Information Item: Budget Transfer Report

5. RESOURCE MANAGEMENT COMMITTEE

- 5.1 **Discussion:** Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Action Item: Draft Sarasota Bay Surface Water Improvement and Management (SWIM) Plan (W601)
- 5.3 **Discussion:** Action Item: 2025 Central Florida Water Initiative Regional Water Supply Plan

6. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

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

6.2 **Discussion:** Action Item: Offer for Surplus Lands – Tampa Bypass Canal SWF 13-004-319S (TBC-21) (Hillsborough County)

7. REGULATION COMMITTEE

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

7.2 **Discussion:** Action Item: Consider Water Shortage Order(s) as Necessary

8. GENERAL COUNSEL'S REPORT

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

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

9. COMMITTEE/LIAISON REPORTS

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

10. EXECUTIVE DIRECTOR'S REPORT

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

11. CHAIR'S REPORT

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

11.2 **Discussion:** Information Item: Employee Milestones

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Tampa Office

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

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 2025

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

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE
Chair Dustin Rowland

REGULATION COMMITTEE
Chair James Holton

FINANCE/OUTREACH AND PLANNING COMMITTEE
Chair John E. Hall*

All Governing Board members are a member of each committee.

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

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

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

John R. Mitten
Chair, Hernando, Marion

Jack Bispham
Vice Chair, Manatee

Ashley Bell Barnett
Secretary, Polk

John E. Hall
Treasurer, Polk

Kelly S. Rice
Former Chair, Citrus, Lake,
Levy, Sumter

Michelle Williamson
Former Chair, Hillsborough

Josh Gamblin
DeSoto, Hardee, Highlands

James Holton
Pinellas

Dustin Rowland
Pasco

Robert Stern
Hillsborough

Jim Turner
Charlotte, Sarasota

Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2026

Governing Board Meeting

October 28, 2025 – 9:00 a.m., Brooksville Office
November 18, 2025 – 9:00 a.m., Tampa Office
December 16, 2025 – 9:00 a.m., Brooksville Office
January 27, 2026 – 9:00 a.m., Tampa Office
February 24, 2026 – 9:00 a.m., Brooksville Office
March 24, 2026 – 9:00 a.m., Tampa Office
April 28, 2026 – 9:00 a.m., Brooksville Office
May 19, 2026 – 9:00 a.m., Tampa Office
June 23, 2026 – 9:00 a.m., Brooksville Office
July 28, 2026 – 9:00 a.m., Tampa Office
August 25, 2026 – 9:00 a.m., Brooksville Office
September 22, 2026 – 3:00 p.m., Tampa Office

Governing Board Workshop

December 16, 2025 – 9:30 a.m., Brooksville Office

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

2026 – September 8 & 22

Agricultural and Green Industry Advisory Committee – 10 a.m.

2025 – December 2

2026 – March 10, June 9, September 8

Environmental Advisory Committee – 10 a.m.

2025 – October 14

2026 – January 13, April 14, July 14

Industrial, Commercial & Institutional Advisory Committee – 10 a.m.

2025 – November 4 (canceled)

2026 – February 10, May 5, August 11

Public Supply Advisory Committee – 1 p.m.

2025 – November 4

2026 – February 10, May 5, August 11

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

2026 – February 18, July 8

Springs Coast Steering Committee – 2 p.m.

2026 – March 4, July 22

Meeting Locations

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

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

Governing Board Meeting
November 18, 2025

1. CONVENE PUBLIC MEETING

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1.2 Invocation and Pledge of Allegiance..... 7

1.3 Employee Recognition 8

1.4 Additions/Deletions to Agenda 9

1.5 Public Input for Issues Not Listed on the Published Agenda..... 10

CONVENE PUBLIC MEETING

November 18, 2025

Call to Order

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

Presenter:

John Mitten, Chair

CONVENE PUBLIC MEETING

November 18, 2025

Invocation and Pledge of Allegiance

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

Presenter:

John Mitten, Chair

CONVENE PUBLIC MEETING

November 18, 2025

Employee Recognition

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

Presenter:

John Mitten, Chair

CONVENE PUBLIC MEETING

November 18, 2025

Additions/Deletions to Agenda

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

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

Staff Recommendation:

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

Presenter:

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

CONVENE PUBLIC MEETING

November 18, 2025

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

John Mitten, Chair

Governing Board Meeting

November 18, 2025

2. CONSENT AGENDA

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

2.1	Finance/Outreach & Planning Committee: Authorization to Dispose of Equipment	11
2.2	Finance/Outreach & Planning Committee: Knowledge Management: Approval of Governing Board Policy, Investments	12
2.3	Resource Management Committee: Cooperative Funding Initiative Policy Deviation Request for Fiscal Year 2027 (FY2027)	50
2.4	Operations, Lands & Resource Monitoring Committee: Right of First Refusal – Priede Conservation Easement, CW Deen Family Farm – SWF Parcel No. 10-200-1173C (Polk County)	51
2.5	Regulation Committee: Water Use Permit No. 20 013343.006, Manatee County BOCC / Manatee Co. Utilities Consolidated Permit (Manatee County)	79
2.6	Regulation Committee: Water Use Permit No. 20 004352.010, Tampa Bay Water / South Central Hillsborough Regional Wellfield (Hillsborough County)	112
2.7	Regulation Committee: Land Donation – Tallstone Enterprises LLC (Tallstone Parcel), SWF Parcel No. 20-013-135 (Highlands County)	132
2.8	General Counsel’s Report: Authorization to Issue Administrative Complaint and Order – Environmental Resource Violations; Unauthorized Activities – Placida Pointe Home Owners Association, Inc. (Charlotte County)	135
2.9	Executive Director’s Report: Approve Governing Board Minutes – October 28, 2025	137

CONSENT AGENDA

November 18, 2025

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

Purpose

The purpose of this item is to request authorization to dispose of surplus tangible personal property (one 27-ton Stearling Crane Truck) pursuant to Board Policy 150-2.

Background/History

The 2007 27-ton Stearling Crane Truck (Unit 2074, Finance Asset number 10-18256) was purchased in 2006 as the sole crane truck, used by the Geohydrologic Data section for well construction. This asset supports ongoing projects that require heavy lifting, equipment transport, and monitoring well construction.

Benefits/Costs

In 2025, the District replaced the Crane Truck with Unit 2184. This was a scheduled replacement due to the hours and age on Unit 2074. Staff recommends sending the crane truck to auction with an estimated sale price of more than \$25,000. In compliance with Governing Document: Capital Assets, tangible personal property with a current market value in excess of \$25,000 requires Board approval.

Exhibits

None.

Staff Recommendation:

Staff recommends the Governing Board approve the disposition of one 2007 Stearling Crane Truck (Unit 2074) through the auction process.

Presenter:

Dave Dickens, Bureau Chief, General Services Bureau

CONSENT AGENDA

November 18, 2025

Finance/Outreach and Planning Committee: Knowledge Management: Approval of Governing Board Policy, Investments

Purpose

To approve the recommended updates, if any, 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 28, 2025, Governing Board meeting, a brief presentation was provided to review the current Policy and noting that there were no recommended changes to the Policy at this time. The Board members were encouraged to review the Policy and contact Brandon Baldwin, Business and IT Services Director, 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 there are no recommended modifications at this time.

Benefits

By reviewing, updating and approving 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.

Strategic Plan

This Policy supports the responsible stewardship of public funds by ensuring the timely availability of operating and capital resources and by seeking investment returns that are competitive with comparable funds and market benchmarks. These practices enable the District to effectively cover operating costs and fulfill its core responsibilities in water supply, water quality, natural systems, and flood protection.

Exhibits

Investments Governing Board Policy

Staff Recommendation:

Approve the District's Investment Policy as presented and accept the recommended updates, if any.

Presenter:

Brandon Baldwin, Division Director, Business and IT Services Division

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Investments

Document Owner: Finance Bureau Chief

Approved By: Board Chair

Effective Date: 11/18/2025

Supersedes: 11/19/2024

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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.

GOVERNING BOARD POLICY

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District. Southwest Florida Water Management District.

Division Director. The Business and Information Technology 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:

GOVERNING BOARD POLICY

Title: Investments

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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. The District will utilize a strategy for investment portfolios that allows for the sale of securities prior to their scheduled maturity dates for purposes of improving the portfolio's credit quality, liquidity, yield, or return profile in response to changing market conditions or District circumstances.

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.
- iv. Performing initial and ongoing credit analysis and review of all credit-sensitive securities held in the portfolio.

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(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 investing Core funds in strategies of appropriate average maturity and duration consistent with the District's risk tolerance and its willingness and ability to withstand related portfolio volatility and fluctuations in market value to include:

- 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.
 - 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.
 - iii. Actively managing the Core fund portfolios with a duration that is +/- 25% of the selected benchmark duration and adjusting portfolio duration targets as needed.
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.

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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. With the exception of portfolios managed by external investment advisors, performance calculations will not include any balances invested in the overnight sweep accounts. A benchmark 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 (Core Portfolio), that are actively managed, will be compared to a national recognized benchmark that may include the ICE BofA 1-3 Year AAA-AA US Corporate & Government Index, the ICE BofA 1-5 Year AAA-AA US Corporate & Government Index or similar indices. The appropriate indices will have a duration and asset mix that approximates that of the Investment Portfolio(s) 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 Core Portfolio changes.
- (c) Investment performance of funds designated as long-term assets and other non-operating funds that have a longer-term investment horizon (Long-Term Portfolio), that are actively managed, will be compared to a national recognized benchmark that may include the ICE BofA 3-5 Year AAA-AA US Corporate & Government Index or similar indices. The appropriate indices will have a duration and asset mix that approximates that of the Investment Portfolio(s) 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 Long-Term Portfolio changes. The market value of this portfolio shall be determined based on the District's cash flow needs, risk tolerances, and shall be managed in accordance with this policy. The market value of the 3-5 year portfolio shall be approved by the District's Governing Board at least annually.

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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** (Core 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 individual security maturities exceed five (5) years. The weighted average duration of the Core Funds as a whole shall not exceed three (3) years.
- (c) **Long Term Funds** (Long Term Investment Portfolio). Investments of reserves, project funds, and other non-operating funds ("Long Term Funds") shall have a final maturity appropriate to the need for funds, but in no event shall individual security maturities exceed five (5) years. The weighted average duration of the Long-Term Funds as a whole shall not exceed four and a half (4.5) 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 or Designee 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 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 to below levels required for purchase by this policy, 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 apply at the time of purchase and 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.

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Security Type		Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
I	Florida PRIME	AAAm	N/A	50%	N/A
II	Intergovernmental Investment Pool	AAAm/AAAf	N/A	25%	N/A
III	United States Government Securities	N/A	5 Years	100%	N/A
IV	United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
V	Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit). *	N/A	5 Years	75%	40%
VI	Agency Mortgage-Backed Securities (MBS) *	N/A	5 Years Weighted Average Life (WAL)	30%	20%
VII	Non-Negotiable Interest Bearing Time Deposits or Savings Accounts	N/A	1 Years	25%	15%
VIII	State and/or Local Government Taxable and/or Tax-Exempt Debt	Long Term: "A" category by two NRSROs** Short Term: SP-2 or MIG-2	5 Years	25%	10%
VIX	Registered Investment Companies (Money Market Mutual Funds)	AAAm	N/A	50%	25%
X	Registered Investment Companies (Mutual Funds)	AAAf	N/A	25%	15%
XI	Repurchase Agreements	N/A	90 Days	50%	25%
XII	Bankers' Acceptances	Highest rating by two NRSROs**	180 Days	35%	10%
XIII	Commercial Paper***	A-1/Prime-1	270 Days	35%	5%
XIV	Asset-Backed Commercial Paper***	A-1/Prime-1	270 Days	35%	5%
XV	Asset-Backed Securities***	Double ("AA") category by any two NRSRO's**	5 Years (WAL)	25%	5%
XVI	Corporate Notes***	Single "A" category by any two NRSROs**	5 Years	35%	5%

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

**National Recognized Statistical Rating Organization (NRSRO).

***The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the combination of Section (XIII) Commercial Paper, Section (XIV) Asset-Backed Commercial Paper, Section (XV) Asset-Backed Securities, and Section (XVI) Corporate Notes shall not exceed forty percent (40%). Corporate Notes are limited to 15% per industry as determined using the Bloomberg Industry Classification Standards (BICS).

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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 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,

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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 multiple bids/offers is 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. Competitive solicitations wherein at least three (3) authorized investment institutions or dealers are contacted and only one bid/offer is received shall satisfy the competitive selection requirements of this policy. 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 or secondary market offerings that are not widely offered or available.
- 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. Competitive or negotiated new issue municipal securities wherein the Investment Manager submits an offer alongside that of a participating broker-dealer may be purchased provided that the investment manager believes the offered level represents appropriate value for the investment risks assumed. 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 (total rate of return performance for actively

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managed portfolios for the entire year) 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.

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 DECISIONS:

The investment decisions for the District's investment program must be based solely on pecuniary factors and may not subordinate the interests of the beneficiaries of the investments to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns. As used in this policy, "pecuniary factor" has the same meaning as defined section 218.415(24)(a), Florida Statutes.

XIX. INVESTMENT POLICY ADOPTION:

This Policy shall be adopted by the Governing Board.

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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 at 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, IOs 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 investors investment holdings, reinvest the proceeds in permitted investments, and shares 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 moneys 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.

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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 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 ensure 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."

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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.

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 timeline. 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. 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. 63.01, 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 “AAAm” or “AAAf” by Standard & Poor’s or the equivalent by another NRSRO.
1. **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.

III. 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

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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.

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

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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.

V. 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 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 75%.
3. **Limits on Individual Issuers.** A maximum of 40% of available funds may be invested in individual Federal Instrumentalities. The maximum percentage invested in securities of any one issuer is inclusive of Agency MBS of the same issuer.
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.

VI. 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 75%.

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3. **Limits of Individual Issuers.** A maximum of 20% of available funds may be invested with any one 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.

VII. 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 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.

VIII. Municipal Obligations (State and/or Local Government Taxable and/or Tax-Exempt Debt)

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.

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

X. 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.

GOVERNING BOARD POLICY

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XI. 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.
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.

XII. 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.

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XIII. Commercial Paper

1. **Purchase Authorization.** Invest in commercial paper issued by corporations organized and operating within the United States or by depository institutions licensed by the United States.
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 (XIII) Commercial Paper, Section (XIV) Asset-Backed Commercial Paper, Section (XV) Asset-Backed Securities, and Section (XVI) 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.

XIV. Asset-Backed Commercial Paper

1. **Purchase Authorization.** Invest in asset-backed commercial paper issued by a special purpose corporation, trust, or limited liability company organized within the United States. All asset-backed commercial paper issuers will be rated in the highest ratings band. Only issuers that have been thoroughly reviewed and vetted by the investment advisors will be included.
2. **Portfolio Composition.** A maximum of 35% of available funds may be directly invested in asset-backed commercial paper. The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the combination of Section (XIII) Commercial Paper, Section (XIV) Asset-Backed Commercial Paper, Section (XV) Asset-Backed Securities, and Section (XVI) 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.** Asset-Backed 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 asset-backed commercial paper shall be 270 days from the date of settlement.

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XV. Asset-Backed Securities

1. **Purchase Authorization.** Invest in asset-backed securities issued by special purpose corporations, trusts, limited partnerships, or limited liability companies organized within the United States. Only investments within the senior tranche are permitted. These are typically designated as the “A” tranche.
2. **Portfolio Composition.** A maximum of 25% of available funds may be directly invested in asset-backed securities. The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the combination of Section (XIII) Commercial Paper, Section (XIV) Asset-Backed Commercial Paper, Section (XV) Asset-Backed Securities, and Section (XVI) 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.** Asset-backed securities rated in the double “AA” category by any two NRSRO’s at the time of purchase.
5. **Maturity Limitations.** The maximum length to maturity for asset-backed securities shall be five (5) years from the date of settlement.

The maturity of ABS 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.

XVI. 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.
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 (XIII) Commercial Paper, Section (XIV) Asset-Backed Commercial Paper, Section (XV) Asset-Backed Securities, and Section (XVI) 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.

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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.

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.

GOVERNING BOARD POLICY**Title: Investments****Effective Date: 11/18/2025****Page 37 of 37****DOCUMENT DETAILS**

Document Name	Investments
Formerly Known As	N/A
Document Type	Policy
Author(s)	Public Trust Advisors, Finance Bureau Chief, Business and Information Technology Services Division Director
Reviewing Stakeholder(s)	Public Trust Advisors, Finance Bureau Chief, Business and Information Technology 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	11/19/2024
Effective Date	11/18/2025

APPROVAL

John R. Mitten, Chair

Date

CONSENT AGENDA

November 18, 2025

Resource Management Committee: Cooperative Funding Initiative Policy Deviation Request for Fiscal Year 2027 (FY2027)

Purpose

To request a one-time deviation from the Governing Board Cooperative Funding Initiative (CFI) Policy regarding the multijurisdictional requirement and Regional Water Supply Authority (RWSA) prioritization for the purpose of evaluating and scoring the City of Plant City (City) Direct Potable Reuse (DPR) FY2027 CFI application.

Background/History

The CFI Policy states that alternative water supply (AWS) projects that do not meet the multijurisdictional criteria will not be considered for funding and that the District will prioritize funding for RWSA AWS projects.

At the December 2024 Governing Board Workshop, the Board was provided with an overview of potable reuse and its importance as an AWS and in meeting the District's 75% reuse goal. Also discussed were existing State and National potable reuse projects, Florida's potable reuse rules, and updates on previously funded potable reuse projects, including the City's Potable Reuse Feasibility Study and Pilot project funded in FY2020. District staff expressed support for the City's anticipated full-scale DPR Facility project and advised that a one-time deviation from the CFI Policy would be needed for the FY2027 CFI request.

Benefits/Costs

Implementation of potable reuse as an AWS is a District Strategic Initiative. The District previously funded a potable reuse pilot study and demonstration project with the City. The proposed full-scale project is located in the Dover/Plant City Water Use Caution Area and provides the District with an opportunity to evaluate a project that would help advance DPR in the State of Florida. If approved, District staff will evaluate and score the project and provide project details and funding recommendations for the Board's consideration during the FY2027 CFI review process.

Strategic Plan

The Cooperative Funding Initiative supports the following Strategic Initiatives and Regional Core Business Processes of the District's Strategic Plan.

- Regional Water Supply Planning
- Alternative Water Supplies
- Reclaimed Water
- Water Conservation

Exhibits

None.

Staff Recommendation:

Approve a one-time deviation of the multijurisdictional criteria requirement and RWSA prioritization in the CFI Policy for the purpose of evaluating and scoring the City of Plant City's Direct Potable Reuse FY2027 CFI Application.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

CONSENT AGENDA

November 18, 2025

Operations, Lands & Resource Monitoring Committee: Right of First Refusal – Priede Conservation Easement, CW Deen Family Farm – SWF Parcel No. 10-200-1173C (Polk County)

Purpose

The purpose of this item is to recommend the Governing Board decline the right of first refusal to purchase a remainder fee interest over a portion of SWF Parcel 10-200-1173C encumbered by a Perpetual Conservation Easement held by the District (Conservation Easement). A copy of the Conservation Easement is attached to this recap as Exhibit 1. The Conservation Easement consists of 453.49 acres in Polk County within the District's Green Swamp Wilderness Preserve Project. General location and site maps are included as Exhibits 2 and 3.

Background and History

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

The District acquired the Conservation Easement over the Property in 1999 which encumbered 453.49 acres. The property encumbered by the Conservation Easement was subsequently subdivided in 2004 into three parcels. Exhibit 4 shows the subdivision of the Conservation Easement.

On October 7, 2025, the current owner of one of the subdivided parcels (Subject Property) notified the District of its intention to sell the Subject Property and has requested that the District exercise its right of first refusal to purchase the Subject Property. A copy of the notice is attached as Exhibit 5.

District staff evaluated the opportunity to purchase the remainder fee interest and determined that the existing conservation easement is sufficient to meet our intended natural systems and water resource benefits.

Benefit/Costs

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

Strategic Plan

This item supports the District's Strategic Plan Land Management Core Business Processes.

Exhibits

Exhibit 1 – Perpetual Conservation Easement

Exhibit 2 – Location Map

Exhibit 3 – Site Map

Exhibit 4 – Subdivision Map

Exhibit 5 – Notice of Sale from Current Owner

Staff Recommendation:

- Decline the right of first refusal to purchase the remainder fee interest over SWF Parcel No. 10-200-1173C encumbered by a District Perpetual Conservation Easement.
- Authorize the Executive Director to execute the necessary documents to decline the right of first refusal on SWF Parcel 10-200-1173C.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1

3750
3311.70
SWF Parcel No.10-200-1173C

Approved by Attorney: Auto

Return to:

GULF COAST TITLE CO.

111 N. MAIN STREET
BROOKSVILLE, FL 34601
(352) 796-9416

49582

INSTR # 99070261

OR BK 04234 PG 0253

RECORDED 05/04/99 10:51 AM

RICHARD M. WEISS CLERK OF COURT

POLK COUNTY

DOC TAX PD(F.S.201.02) 3,311.70

DEPUTY CLERK L Mujtaba

Perpetual Conservation Easement

This indenture, made and entered into this 30 day of April, 1999, by and between Crowder Farms Limited Partnership, whose address is 5863 Bambi Court, Lakeland, Florida 33809-3575, hereinafter referred to as "the Grantor," and the Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, whose address is 2379 Broad Street, Brooksville, Florida 34609-6899, hereinafter referred to as "the Grantee."

WITNESSETH:

Whereas, the Grantor is the owner in fee simple of certain real property lying and being situated in Polk County, Florida, more specifically described in Exhibit "A," attached hereto and incorporated herein by reference, hereinafter referred to as "the Protected Property"; and

Whereas, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Protected Property and have the common purpose of conserving certain natural values and character of the Protected Property by conveyance to the Grantee of a Perpetual Conservation Easement on, over, and across the Protected Property, which shall conserve the value, character, ecological integrity and hydrological integrity of the Protected Property, conserve and protect the animal and plant populations on the Protected Property, and prohibit certain further development activity on the Protected Property, hereinafter referred to as the "the conservation purposes," subject to provisions set forth herein.

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

I. PROHIBITED/ RESTRICTED USES

1. Construction. There shall be no further new construction of or the placing of new buildings, roads, signs, billboards, or other advertising, or other structures on or above the ground, except that Grantor shall have the right to maintain any and all existing buildings, roads, fences, fish ponds and drainage ditches, and to construct and operate barns, fences and other structures or facilities necessary or useful to agriculture and related activities, subject to obtaining all consents and permits lawfully required therefore. "Maintenance" of roads, fish ponds, and drainage ditches shall include the right to clear, dredge, and reconstruct roads, fish ponds, and drainage ditches of similar sizes and types on or near the current locations. Three (3) future residential structures can be constructed on the protected property provided they are located on that portion of the protected property as identified on the base-line natural resources inventory.

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

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

4. Pesticides/Herbicides. Only pesticides and herbicides approved by the United States Department of Agriculture may be used on the Protected Property, and such pesticides and herbicides shall be used only in accordance with current label instructions and in accordance with current governmental laws and regulations.

5. Fertilizers. Only fertilizers approved by the Polk County Florida Agricultural Extension Agent may be used on the Protected Property, and any fertilizer used shall be used in accordance with current label instructions and in accordance with current governmental laws and regulations.

6. Mining. There shall be no exploration for or extraction of oil or gas, mining, or removal of sand, loam, peat, gravel, rock, soil, or other material, except in connection with the activities permitted by paragraph 1.

7. Endangered Species. There shall be no intentional adverse impacts to threatened or endangered species which have been specifically identified as such by any United States or State of Florida agency.

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

II. RIGHTS RESERVED TO THE GRANTOR

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

1. Sale of the Protected Property. Grantor, its successors and assigns, shall have the right to sell, rent, mortgage or otherwise convey the Protected Property, provided that the Protected Property shall not be divided and sold as more than four (4) parcels. Minimum parcel size shall be not less than one hundred (100) acres.

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

a. Other Agricultural Activities. Permitted agricultural activities shall be in accordance with Best Management Practices (BMPs) and include the following:

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

3. Silviculture. Grantor shall have the right to conduct selective harvesting but not to conduct commercial forestry operations (silviculture) on the Protected Property, subject to the below conditions and restrictions:

a. Selective Upland Harvesting. Uplands shall be defined as those areas of the Protected Property that are not designated as wetlands on the base-line natural resources inventory referred to as Exhibit "B." Selective harvesting by Grantor is permitted in natural and native upland areas. After such selective harvesting, the remaining stand shall retain at a minimum approximately twenty-five (25) square feet of basal area per acre and the leave trees shall be chosen from the population of the dominant and the codominant.

b. Wetland Harvesting. There shall be no harvesting in the wetlands designated on the base-line natural resources inventory.

4. Cattle Operation. Grantor shall retain the right to maintain a cattle operation as determined by the United States Department of Agriculture Natural Resources Conservation Service (NRCS). This determination shall establish the number of acres of existing improved pasture and native range and the number of animal units that are acceptable. An animal unit will be defined by the NRCS. This determination will consider the Grantor's proposed backgrounding operation. The cattle will have access to the entire Easement Property. The NRCS determination shall be maintained at the Grantee's headquarters office. If property is subdivided as provided for elsewhere in this agreement, a new consultation with NRCS will be accomplished. The carrying capacity in animal units may be changed only by written agreement executed by Grantor and Grantee after consultation with NRCS.

5. Sod Operation. Grantor shall retain the right to harvest sod only from those portions of the protected property which are improved pasture as of the date of execution of this Conservation Easement; provided however, that the Grantor may harvest no more than 50 percent (50%) of the improved pasture per calendar year; and provided further that Grantor shall adhere to currently existing BMPs, especially as to fertilizer use.

6. Hunting and Fishing. Grantor retains all hunting and fishing rights. Any lease of these rights shall be contingent upon Grantor providing Grantee with a wildlife management plan acceptable to the Florida Game and Freshwater Fish Commission.

7. Quiet Use and Enjoyment. Grantor retains all rights to use the Protected Property provided such use is not inconsistent with any other provision of this document.

III. GENERAL PROVISIONS

The Grantor grants unto Grantee and its successors and assigns this Perpetual Conservation Easement to have and to hold in perpetuity.

The purpose of this Perpetual Conservation Easement is to preserve the protected property in its current condition; natural, scenic, open, agricultural or wooded, as the case may be, and to preserve existing habitat for fish, wildlife, and plants. Future uses consistent with these purposes shall be permitted. Future uses inconsistent with these purposes shall be prohibited.

The Grantor agrees to make timely payment of all ad valorem taxes on its interest in the Protected Property so long as it retains fee simple title to the Protected Property. Prior to the date taxes become delinquent, Grantor shall provide to the Grantee, written proof of payment of such taxes by certified mail.

The Grantor agrees to indemnify and save the Grantee harmless from any and all liability, loss, damage, expense, or judgement (including attorney's fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Protected Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee, its agents or employees while on the Protected Property or exercising its rights hereunder. The Grantee shall be responsible for all liability, loss or claim resulting from a personal injury to

agents or employees or any other party on the Protected Property at the invitation of the Grantee or its assigns.

The Grantor also agrees to notify the Grantee in writing whenever the Grantor wishes to sell the Protected Property, or any part thereof, and offer to sell the Protected Property, or such part thereof as Grantor wishes to sell, to Grantee. Grantor shall negotiate in good faith with Grantee, and give Grantee a reasonable period of time (not to exceed 120 days) to obtain funding for such purchase. However, should Grantor receive an unsolicited offer to purchase all or a portion of the Protected Property which offer expires in less than 120 days, the "reasonable time" allowed to Grantee shall expire prior to the expiration of the offer, so that Grantor shall not be required to miss the opportunity to accept the offer.

The Grantor shall not interfere with the Grantee in the monitoring and enforcement of the terms and conditions hereof. The Grantee and its agents, employees and assigns, at reasonable intervals, at reasonable times, and with reasonable notice, may enter upon, over and across the Protected Property on official business for the purpose of monitoring compliance with the terms and conditions hereof so long as such entry does not interfere with the rights and uses of the Protected Property retained by the Grantor.

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

The terms and conditions hereof may be modified only by mutual agreement in writing between the Grantor and the Grantee or their respective successors or assigns.

In the event of a violation of the terms and conditions hereof, the Grantor or Grantee shall give written notice to the other party. The other party shall have the right to cease or cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of such written notice, the terms and conditions hereof may be enforced by the complaining party by suit for injunctive relief or for other appropriate remedy at law or equity. Venue for such suit shall be in Polk County, Florida, unless otherwise agreed by the parties. In the event of such suit, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, including on appeal. As a condition precedent for the filing of any lawsuit, the parties shall perform the arbitration process immediately stated below.

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

any right of legal action that either party may have against the other. The arbitrators shall fix their own compensation, unless otherwise agreed upon, and shall assess the costs and charges of the arbitration on either or both parties.

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

Signed, sealed and delivered
in the presence of:

Rhonda Chilson
Signature of Witness #1
Rhonda Chilson
(Typed/Printed Name of Witness #1)

L. Martin
Signature of Witness #2
L. Martin
(Typed/Printed Name of Witness #2)

Grantor

By: Robert E. Crowder, III
Title: General Partner
Robert E. Crowder, III as G.P.
of Crowder Farms Limited Partnership
5863ambi Court
Lake land, FL 33809

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY ~~POLK~~ Hernando

The foregoing instrument was acknowledged before me this 30 day of April, 1999, by Robert E. Crowder, III as G.P. *. He is personally known to me or has produced AFL DL as identification.

* Crowder Farms Limited Partnership

Linda B. Martin
Name of Notary

(Seal)

(Name of Notary typed, printed or stamped)

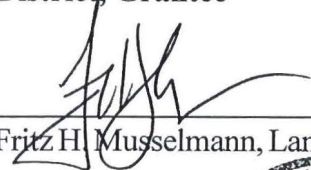
Commission No. _____

My Commission Expires: _____



Southwest Florida Water Management
District, Grantee

By:


Fritz H. Musselmann, Land Resources Director

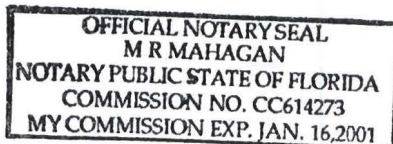


ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 21st day of APRIL, 1999, by Fritz H. Musselmann, Land Resources Director of the Southwest Florida Water Management District. He is personally known to me.

(Seal)




Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. CC614273

My Commission Expires: JAN. 16, 2001

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

LEGAL DESCRIPTION

ALL OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, LESS THE SOUTH 40 FEET AND LESS MINERAL RIGHTS AND LESS AND EXCEPT PARADISE COUNTRY ESTATES DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 25 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE N-00-30'54"-E ALONG THE EAST BOUNDARY OF SAID SECTION 35 A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DEAN STILL ROAD AND THE POINT OF BEGINNING, RUN THENCE S-89-24'35"-W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 2561.11 FEET, THENCE N-00-32'44"-E, 216.17 FEET, THENCE N-10-26'48"-W, 725.78 FEET, THENCE N-89-24'35"-E, 816.05 FEET, THENCE N-27-39'11"-W, 1210.84 FEET, THENCE N-89-29'54"-W, 324.86 FEET, THENCE N-03-10'56"-W, 1022.71 FEET, THENCE S-89-29'06"-E, 392.52 FEET, THENCE N-00-30'06"-E, 873.08 FEET, THENCE S-89-29'06"-E, 1194.90 FEET, THENCE S-44-50'00"-E, 484.55 FEET, THENCE S-26-25'14"-W, 378.85 FEET, THENCE S-18-16'31"-E, 1334.46 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 18-41'49", AND WHOSE CHORD BEARS S-62-22'35"-W, THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 153.37 FEET, THENCE S-71-43'29"-W, 259.94 FEET, THENCE S-18-16'31"-E, 60.00 FEET, THENCE N-71-43'29"-E, 259.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, AND A CENTRAL ANGLE OF 16-30'55", THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 152.77 FEET, THENCE S-18-16'31"-E, 347.99 FEET, THENCE N-89-55'29"-E, 516.52 FEET TO THE EAST BOUNDARY OF SECTION 35, THENCE S-00-30'54"-W ALONG SAID SECTION LINE 1527.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 453.49 ACRES.

A:\49CROWDER

Green Swamp

SWF Parcel No. 10-200-1173C
Section 35, Township 25 and Range 24



Uplands	
Residential	12.81
Cropland and Pastureland	231.22
Open Lands (Rural)	135.33
Total Uplands	379.36
Wetlands	
River/Lake Swamp	16.22
Wetland Coniferous Forests	1.04
Cypress	0.30
Wetland Forested Mixed	29.47
Freshwater Marsh	12.31
Wet Prairies	30.70
Total Wetlands	90.04
Total Acreage	469.40

- Residential
- Cropland and Pastureland
- Open Lands (Rural)
- River and Lake Swamp
- Wetland Coniferous Forests
- Wetland Forested Mixed
- Cypress
- Freshwater Marsh
- Wet Prairies

Soil Types	
005 - Eau Gallie Fine Sand	019 - Florida Mucky Fine Sand
007 - Ponona Fine Sand	021 - Immokalee Fine Sand
010 - Malabar Fine Sand	033 - Holopaw Fine Sand/ Depressional
013 - Samsula Muck	086 - Felda Fine Sand/ Depressional

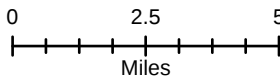


Land use and cover data were photointerpreted from 1:24,000 and 1:40,000 color infrared aerial photographs taken between November of 1989 and March of 1991. All land use and cover codes are from the Florida Land Use, Cover and Forms Classification (FLUCCS) System.

This map displays various land management areas and counties in Oregon. Key features include:

- Counties:** SUMTER, NANDO, PASCO, POLK, Socrum, and Lakela.
- Land Management Areas:** Richloam Wildlife Management Area, Green Swamp Wildlife Management Area, and General James A. Van Fleet State Trail.
- Geographic Features:** Bay Lake, Sturkey, and Sphyrhills.
- Infrastructure:** Highway 98 and Highway 33 are marked.
- Other Labels:** Ridge Manor, Talisman, and Lakela.
- Highlighted Area:** A red rectangle is located in the southwest, near the border of Pasco and Polk counties.

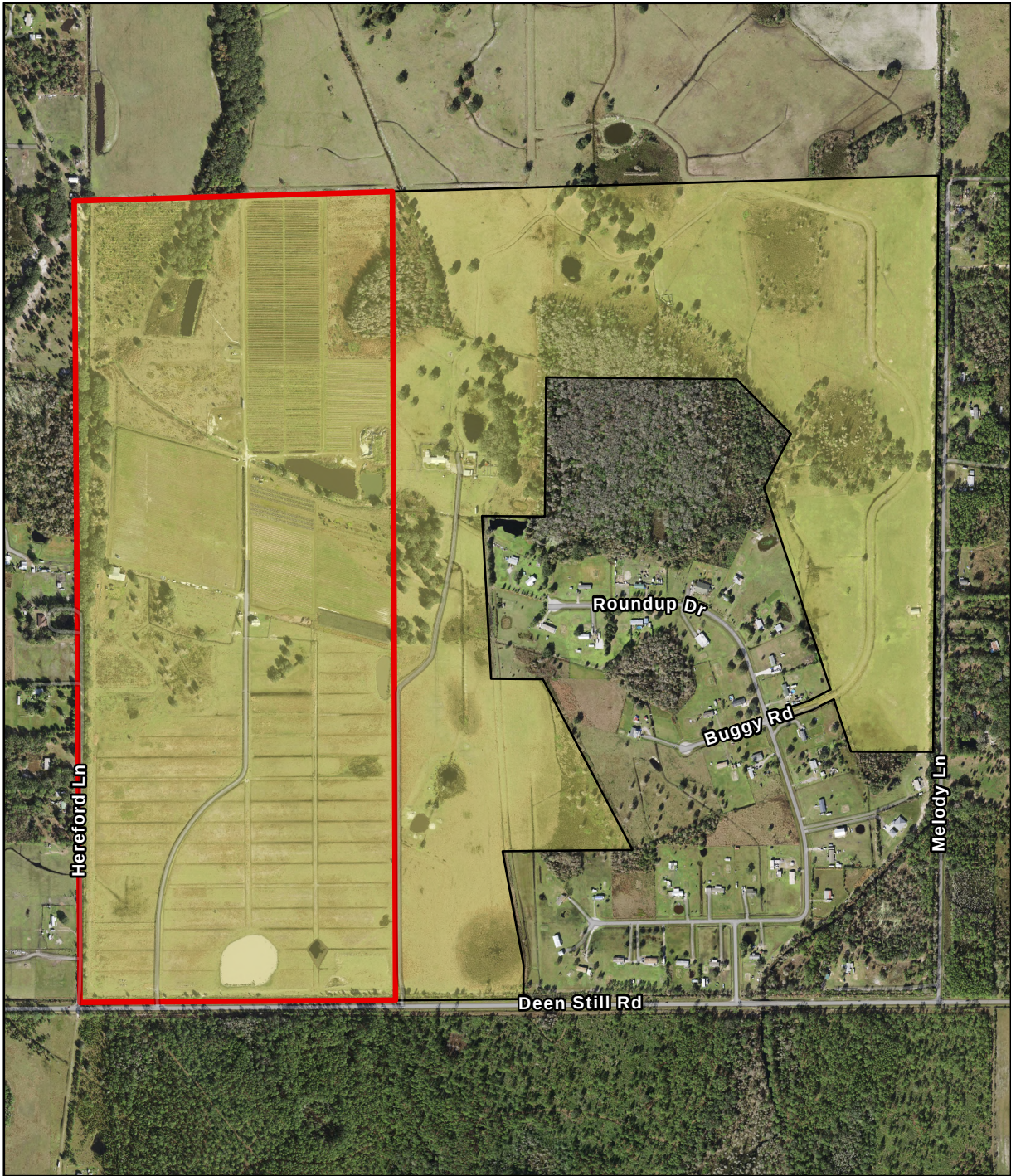
 1st Right of Refusal Parcel
 District Owned Lands Fee Simple
 District Owned Land Easements



Southwest Florida
Water Management District

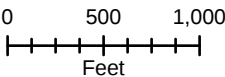
62

Exhibit 3
Green Swamp Wilderness Preserve East Tract
SWF Parcel No. 10-200-1173C First Right of Refusal Site Map



Southwest Florida Water Management District, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

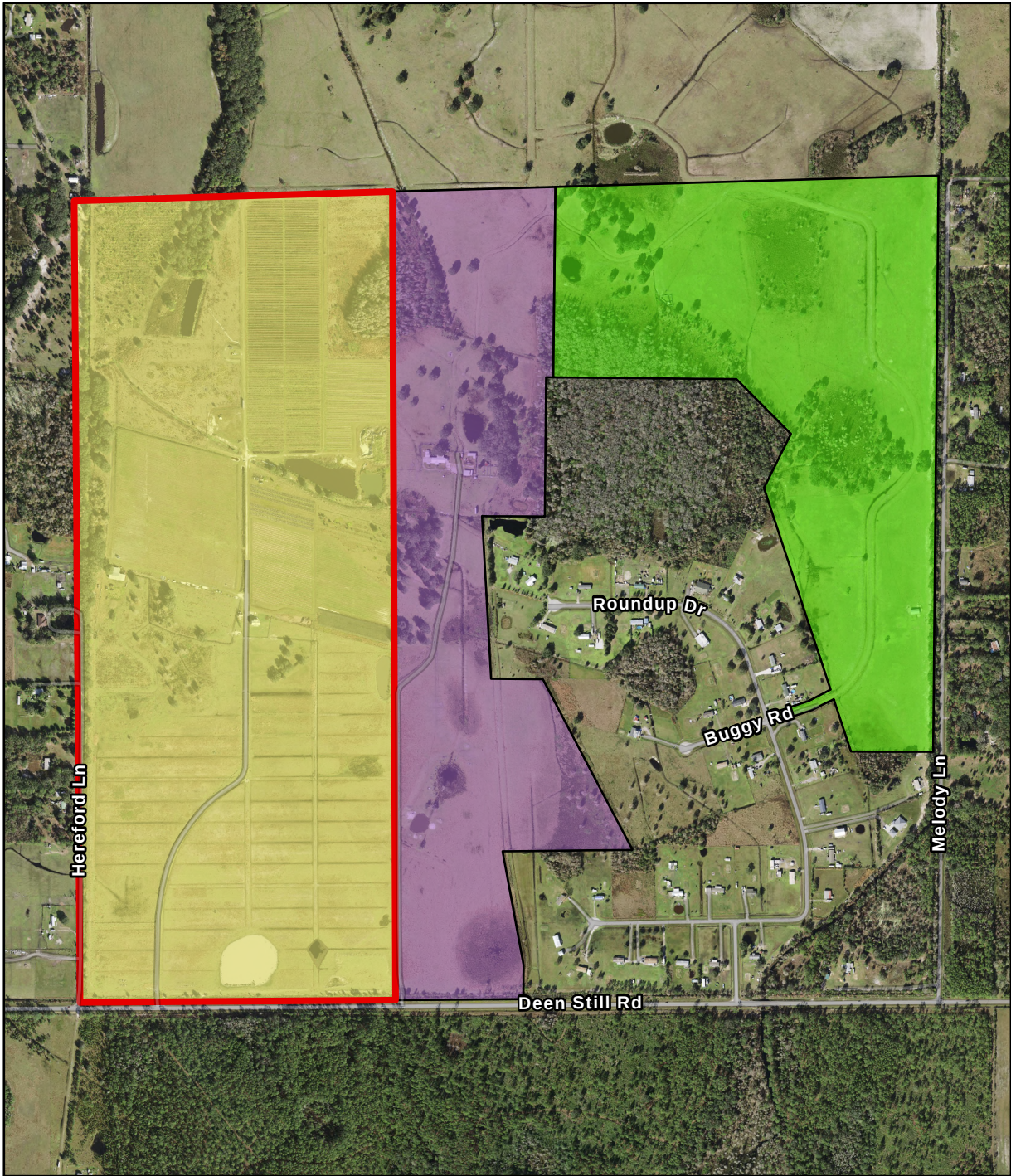
-  1st Right of Refusal Parcel
-  SWF Parcel No. 10-200-1173C



Southwest Florida
Water Management District

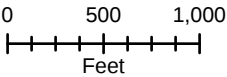
Date: 10/16/2025

Exhibit 4
Green Swamp Wilderness Preserve East Tract
SWF Parcel No. 10-200-1173C First Right of Refusal Site Map



Southwest Florida Water Management District, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- 1st Right of Refusal Parcel
- 10-200-1173C - CW Deen Family Farm LLC
- 10-200-1173Ca - Rumpza
- 10-200-1173Cb - Priede



Date: 10/23/2025

Exhibit 5

WEST POLK COUNTY
225 East Lemon Street • Suite 300
Lakeland, Florida 33801
(863) 683-6511 or (863) 676-6934
Fax (863) 682-8031
P.O. Box 24628
Lakeland, FL 33802-4628



PETERSON & MYERS, P.A.
ATTORNEYS AT LAW • SINCE 1948

EAST POLK COUNTY
130 Bates Avenue SW,
Fourth Floor
Winter Haven, Florida 33880
(863) 294-3360
Fax (863) 299-5498
P.O. Drawer 7608
Winter Haven, FL 33883-7608

October 20, 2025

Operations & Land
Management Bureau

OCT 2 2025

Southwest Florida
Water Management District

Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Via Federal Express
and U.S. Certified Mail – Return Receipt Requested

RE: Perpetual Conservation Easement
SWF Parcel Number: 10-200-1173F

Dear Sir or Madam:

This firm represents C.W. Deen Family Farm, LLC, a Florida limited liability company ("C.W. Deen"), which is the record owner of certain real property which is subject to the enclosed Perpetual Conservation Easement, dated April 30, 1999, and recorded May 4, 1999, in Official Records Book 4234, Page 253, Public Records of Polk County, Florida (the "Conservation Easement") with respect to the above-referenced SWF Parcel Number. C.W. Deen has received an unsolicited offer to purchase all such real property owned by C.W. Deen, which offer (and the anticipated closing thereof) expires on November 21, 2025, and which C.W. Deen desires to accept.

This notice is given pursuant to Article III (General Provisions) of the Conservation Easement.

Please promptly reply in writing to confirm if the Southwest Florida Water Management District (as Grantee under the Conservation Easement) elects to exercise its right to purchase the subject property pursuant to the Conservation Easement or elects to decline its right to purchase the subject property pursuant to the Conservation Easement.

Should you have any questions or comments, please do not hesitate to contact me. Thank you for your attention to and assistance with this matter.

Sincerely,

PETERSON & MYERS, P.A.

Craig B. Hill

Craig B. Hill

Enclosure (Conservation Easement)

cc: Southwest Florida Water Management District, Attn: Mike Singer (Via e-mail: Mike.Singer@swfwmd.state.fl.us); and Client - C.W. Deen Family Farm, LLC, Attn: Michael L. King (Via email: lewis@floridafreshgroup.com)

Commercial Contract

1 **1. PARTIES AND PROPERTY:** D.R. Fussell Cattle, LLC., a Florida limited liability company ("Buyer")
 2 agrees to buy and C.W. Deen Family Farm, LLC, a Florida limited liability company ("Seller")
 3 agrees to sell the property at:

4 Street Address: 4185 Deen Still Road, Polk City, Florida 33868

6 Legal Description: Polk County, Florida Parcel ID Number: 24-25-35-000000-031010

7 See paragraph 23 (Additional Terms) regarding legal description

8 and the following Personal Property: None

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 1,322,000.00

12 (a) Deposit held in escrow by: Peterson & Myers, P.A. \$ 10,000.00
 13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 225 E. Lemon St., Ste. 300, Lakeland, FL 33801 Phone: (863) 683-6511

15 (b) Additional deposit to be made to Escrow Agent
 16 ☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
 17 ☐ within ____ days after Effective Date \$ _____

18 (c) Additional deposit to be made to Escrow Agent
 19 ☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
 20 ☐ within ____ days after Effective Date \$ _____

21 (d) Total financing (see Paragraph 5) Seller financing- See Paragraph 23- Additional Terms \$ 400,000.00

22 (e) Other \$ _____

23 (f) All deposits will be credited to the purchase price at closing.
 24 Balance to close, subject to adjustments and prorations, to be paid
 25 via wire transfer. \$ 912,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
 27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller
 29 and Buyer and an executed copy delivered to all parties on or before _____, this offer
 30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
 31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**
 32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**
 33 _____. Calendar days, based on where the Property is located, will be used when
 34 computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods
 35 provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending
 36 or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will
 37 extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national
 38 legal holiday is observed. **Time is of the essence in this Contract.**

39 **4. CLOSING DATE AND LOCATION:**

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

(a) Closing Date: This transaction will be closed on See Paragraph 23- Additional Terms (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Polk County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

~~5. THIRD PARTY FINANCING:~~

BUYER'S OBLIGATION: On or before ____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed ____% of the purchase price or \$_____, with a fixed interest rate not to exceed ____% per year with an initial variable interest rate not to exceed ____% with points or commitment or loan fees not to exceed ____% of the principal amount, for a term of ____ years, and amortized over ____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) easements and matters of record; and Perpetual Conservation Easement recorded in O.R. Book 4234, Page 1265, Public Records of Polk County, Florida. provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as current agricultural use with zoning/land use as of the Effective Date.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within 10 days after Effective Date or at least ____ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

Buyer  (____) and **Seller**  (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 10 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 5 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

well/water use permit with respect to the Property, and Perpetual Conservation Easement recorded in O.R. Book 4234, Page 1265

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer will**, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period. ***may**

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. ~~In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank).~~ By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☒ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** 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**

Buyer () and **Seller** () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; ~~originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease is correct.~~ If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. ~~Seller will transfer security deposits to Buyer.~~ **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

Buyer () and **Seller** () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit ~~without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages~~ or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: None
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

(b) Buyer's Broker: None
Buyer (Signature) and **Seller** (Signature) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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(Company Name)

(Licensee)

304

(Address, Telephone, Fax, E-mail)

305

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by

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☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

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(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to

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inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to

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indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including

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reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is

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inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to

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Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of

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services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and

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expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

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22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to

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this Contract):

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☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage

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☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☐ Buyer's Attorney Approval

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☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Seller's Attorney Approval

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☐ Seller Representations ☐ Seller Financing ☒ Other Paragraph 23- Additional Terms

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23. ADDITIONAL TERMS:

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See attached for Paragraph 23- Additional Terms

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE

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ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL

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FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE

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PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE

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EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR

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REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER

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ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL

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REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER

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REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF

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THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND

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GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND

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FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

D.R. Fussell Cattle, LLC., a Florida limited liability company

(Signature of Buyer) Date: _____

(Typed or Printed Name of Buyer) Tax ID No.: _____

Title: _____ Telephone: _____

Signed by:

00056455888460 Date: 10/24/2025
(Signature of Buyer)

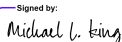
Kevin R. Fussell Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: Owner Telephone: _____

Buyer's Address for purpose of notice **5125 Fussell Road, Polk City, FL 33868**

Facsimile: _____ Email: **drfussellranch@gmail.com**

C.W. Deen Family Farm, LLC, a Florida limited liability company

Signed by:

78303091000002 Date: 10/24/2025
(Signature of Seller)

Michael L. King Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: **Manager** Telephone: _____

(Signature of Seller) Date: _____

(Typed or Printed Name of Seller) Tax ID No.: _____

Title: _____ Telephone: _____

Seller's Address for purpose of notice: **6018 Waterwood Trail, Bartow, FL 33830**

Facsimile: _____ Email: **Lewis@floridafreshgroup.com**

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Buyer () (_____) and Seller () (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

Additional Terms - Commercial Contract

The following Additional Terms (Paragraph 23) are associated with, and incorporated into, that certain Commercial Contract by and between C.W. DEEN FAMILY FARM, LLC, a Florida limited liability company, as “Seller”, and D.R. FUSSELL CATTLE, LLC., a Florida limited liability company, as “Buyer”, executed on even date herewith regarding that certain Property located at 4185 Deen Still Road, Polk City, Polk County, Florida, as identified in this Contract, and as more particularly described herein.

1. The Property is approximately 224 acres located in Polk City, Polk County, Florida, and is identified as Polk County, Florida, Parcel Identification Number: 24-25-35-00000-031010. The legal description of the Property is set forth on **Exhibit “A”** attached hereto and incorporated herein by reference.
2. The sale and purchase of the Property expressly excludes any and all cattle and equipment owned by Seller and located on the Property.
3. The Deposit shall be paid by Buyer to Escrow Agent within three (3) business days after the Effective Date.
4. The Closing Date shall be a business day mutually selected by Seller and Buyer that occurs on or before November 21, 2025. The Closing shall occur by escrow through the office of Peterson & Myers, P.A. (225 East Lemon Street, Suite 300, Lakeland, Florida 33801), as agent for a national title insurance company authorized to do business in the State of Florida.
5. Notwithstanding anything to the contrary contained in this Contract (including these Additional Terms), the Closing and the obligations of Buyer under this Contract are expressly contingent upon Seller’s procurement of a written waiver of right of first refusal or other such documentation reasonably acceptable to Buyer, of and from the Southwest Florida Water Management District (the “District”) pursuant to that certain Perpetual Conservation Easement, dated April 30, 1999, recorded May 4, 1999, in Official Records Book 4234, Page 2453, Public Records of Polk County, Florida. Seller shall promptly pursue such written waiver of right of first refusal or similar such documentation, and Buyer and Seller shall cooperate with one in a commercially reasonable manner with respect to the procurement thereof, including in connection with the Closing Date and any mutually agreed upon extension thereof. Seller represents to Buyer that prior to the Effective Date, Seller provided the District with written notice of the unsolicited offer contemplated by this Contract, and the District has informed Seller that the matter will be presented to the District’s Governing Board at its meeting on November 18, 2025. Buyer hereby authorizes Seller to provide the District with a copy of this Contract (including these Additional Terms) upon execution thereof by Seller and Buyer. Provided, however, if Seller is unable to procure such written waiver of right of first refusal or other such documentation reasonably acceptable to Buyer, and Buyer has not waived said contingency in writing, Buyer shall have the right to terminate this Contract prior to Closing by written notice to Seller, and in such event, the Deposit shall be returned promptly to Buyer, and the parties shall have no rights, duties or obligations under this Contract, except those specifically stated to survive termination of this Contract.
6. At Closing, Buyer shall execute and deliver a first priority purchase money mortgage encumbering the Property securing a promissory note (and other related documents) from Buyer to Seller in the principal amount of \$400,000.00, for a term of five (5) years after the Closing Date (said date being the date of the promissory note), bearing interest at the rate of five percent (5.0%) per annum, and payable as principal and interest payments (based upon a 10-year amortization) for the term (with such principal and interest payments being made annually commencing one (1) year following the effective date of said mortgage and promissory note), with a final balloon payment of all principal and accrued, but unpaid, interest, due and payable on the maturity date. The initial drafts of the mortgage, promissory note and any other related loan documents shall be prepared by Seller’s counsel and delivered to Buyer prior to the Closing Date. The mortgage, promissory note and any other related loan documents shall be in form and content reasonably acceptable to Seller and Buyer, and shall contain clauses generally utilized by lending institutions in Polk County, Florida, for loans similar to said loan and the subject collateral, and shall include, without limitation, (a) a late payment fee, (b) acceleration at Seller’s option in the event Buyer defaults, (c) the right to prepay the promissory note in whole or in part without

penalty at any time, and (d) said loan shall be due on conveyance or sale. Buyer shall be responsible for all costs and expenses associated with said loan, including, without limitation, documentary stamp taxes and intangible taxes, recording charges, and the premium for the loan title insurance policy and any endorsements thereto.

7. Notwithstanding anything to the contrary in Paragraph 6(b) of this Contract, Seller shall have no obligation to attempt to cure or eliminate any title defects set forth in Buyer's written notice thereof pursuant to Paragraph 6(b) of this Contract, except for any monetary encumbrances and security interests or other financial encumbrances affecting the Property as placed on the Property by Seller (which Seller shall cure or eliminate at or prior to closing). Further, notwithstanding anything to the contrary contained in Paragraph 6(b) of this Contract, the Curative Period shall expire on the Closing Date (such that any title defects which Seller elects to cure or eliminate shall be cured or eliminated before or concurrently with Closing).
8. Buyer acknowledges that it has had adequate opportunity to inspect the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. Buyer agrees to accept the Property (including any and all improvements located thereon and all parts and components thereof) in its "As Is", "Where Is" and "With All Faults" condition at closing without any representation or warranty whatsoever including as to merchantability of fitness for a particular purpose. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Seller hereby expressly disclaims any and all express or implied representations and warranties concerning the Property. All of the provisions of this Paragraph 7 shall expressly survive the closing or any termination of this Contract.
9. In the event of an assignment of this Contract by Buyer to a related entity pursuant to Paragraph 19 of this Contract, such assignment shall be subject to the assignee's agreement in writing to fulfill all of Buyer's obligations under this Contract. Buyer shall provide Seller with written notice of any such assignment, and in the event of such assignment, Buyer as named in this Contract shall remain liable under this Contract and shall thereafter not be released from any or all liabilities, obligations and indemnities arising under this Contract. If Buyer intends to assign this Contract as set forth in this paragraph, then at least five (5) business days prior to closing, Buyer shall furnish Seller with a copy of the assignment document to be executed on or before closing.
10. Either Seller or Buyer may request a Section 1031 tax deferred exchange in connection with this transaction. The parties agree to cooperate in a commercially reasonable manner in effecting the exchange in accordance with Section 1031 of the Internal Revenue Code, including execution and delivery of any documents that may be reasonably necessary to effect the exchange; provided that (1) the party requesting the exchange shall bear all additional costs incurred in connection with the exchange, (2) the non-requesting party shall not be obligated to delay the closing or to execute any documents providing for any personal liability which would survive the exchange, and (3) the exchange shall not be a condition to Closing.
11. Seller shall have the limited right to access and use the Property for a period of time not to exceed thirty (30) days after the Closing Date (the "Post-Closing Period") for purposes removing all cattle and disassembling and removing all equipment, machinery and personal property of Seller located on the Property (collectively, the "Removal Items"), subject to the terms and provisions of this Paragraph 11. During the Post-Closing Period, Seller's right to access and use the Property shall be limited solely to such access and use of the Property necessary in accordance with this Paragraph 11 and in order to remove the Removal Items. Seller shall vacate the Property on or prior to the expiration of the Post-Closing Period. Seller shall not have to pay any consideration (i.e., rental or occupancy amount) to Buyer for Seller's access and use of the Property for the purposes contemplated herein during the Post-Closing Period. Seller shall pay for all utility services and charges, including, without limitation, electricity, being provided to or serving the Property during the Post-Closing Period. Seller shall indemnify and hold harmless Buyer and its successors and assigns (except to the extent caused by Buyer's negligence or willful misconduct) from and against any and all claims, losses, damages, penalties and costs, including, but not limited to, reasonable attorneys' fees and costs, arising from or related to Seller's access upon and use of the Property during the Post-Closing Period. Any of the

Removal Items not removed by Seller prior to the expiration of the Post-Closing Period shall be deemed abandoned and Buyer shall have the right to dispose of those items in its sole and absolute discretion. Seller's rights during the Post-Closing Period shall be deemed a permitted exception under this Contract. This Paragraph 11 shall survive Closing.

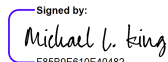
12. At Closing, Seller shall assign, and Buyer shall assume, all of Seller's right, title and interest, if any, in and to all licenses and permits (including, without limitation, well/water use permits) associated with the Property, if any, and to the extent transferable and assignable. Seller and Buyer shall cooperate with one another in a commercially reasonable manner after the Closing Date to further effectuate or document the assignment and transfer of such licenses and permits, if any, to the extent necessary. This Paragraph 12 shall survive Closing.
13. Buyer and Seller represent to each other that they have not dealt with any real estate broker or agent in connection with this transaction. Each party shall indemnify and hold the other harmless from any claim or demand made by a broker or agent with respect to this transaction or in any way related to the sale and purchase of the Property or this Contract.
14. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT AND THE TRANSACTION IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.
15. This Contract (including these Additional Terms) constitutes the final agreement between the parties, and it is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract (including these Additional Terms). The provisions of these Additional Terms shall prevail over inconsistent and contrary provisions in this Contract. Initially capitalized terms herein shall have the meanings ascribed thereto in this Contract, unless otherwise defined herein. Seller and Buyer mutually agree that venue for any disputes that arise from this Contract shall properly lie in Polk County, Florida. This Contract (including these Additional Terms) shall not be subject to any rule requiring construction against the drafter hereof. The fact that one of the parties may have drafted or structured any provision of this Contract (including these Additional Terms) shall not be considered in construing the particular provision either in favor of or against such party.

Signature Page Follows:

SIGNATURE PAGE FOR ADDITIONAL TERMS - COMMERCIAL CONTRACT

SELLER:

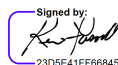
C.W. DEEN FAMILY FARM, LLC,
a Florida limited liability company

By:  Signed by:
F88B9E610E40482
Michael L. King, Manager

Date: 10/24/2025

BUYER:

D.R. FUSSELL CATTLE, LLC.,
a Florida limited liability company

By:  Signed by:
23D5E41EF66845C

Print Name: Kevin R. Fussell

Title: Owner

Date: 10/24/2025

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Commence at the Southwest corner of Section 35, Township 25 South, Range 24 East, Polk County, Florida; thence North 00°25'45" West along the West boundary line of said Section 35, a distance of 40.00 feet to the North right-of-way line of Deen Still Road and the Point of Beginning; thence continue North 00°25'45" West along the West boundary line of said Section 35, a distance of 5,043.14 feet to the Northwest corner of said Section 35; thence North 88°18'56" East along the North boundary line of said Section 35 a distance of 1,951.77 feet; thence South 00°25'45" East, a distance of 5,078.73 feet to the North right-of-way line of Deen Still Road; thence South 89°21'38" West along said North right-of-way line, a distance of 1,951.31 feet to the Point of Beginning.

CONSENT AGENDA

November 18, 2025

Regulation Committee: Water Use Permit No. 20 013343.006, Manatee County BOCC / Manatee Co. Utilities Consolidated Permit (Manatee County)

This is a modification of an existing water use permit for public supply use. The total authorized quantities have changed from those previously permitted. The annual average quantity has increased from 54,836,000 gallons per day (gpd) to 55,042,000 gpd and the peak month quantity has increased from 70,374,000 gpd to 70,580,000 gpd. There are no changes to the Use Type from the previous permit. The new quantities are supported by a Net Benefit retirement of 271,400 gpd annual average of historically used quantities from the donor permit, WUP No. 20013354.003. Quantities are based on revised population demand projections. This permit is located in the Most Impacted Area (MIA) of the Southern Water Use Caution Area (SWUCA) where new quantities that impact the Upper Floridian Aquifer are restricted by Rule.

Special Conditions include those that require the Permittee to report monthly meter readings, monitoring of water levels and water quality at each facility, submittal of an annual public supply water use report, submittal of annual environmental and operational reports for each facility, maintenance of a water-conserving rate structure, compliance with the per capita rate, annual updates of groundwater offsets in support of the Net Benefit process, and compliance with SWUCA recovery goals.

This permit application meets all Conditions for Issuance pursuant to Florida Administrative Code Rule 40D-2.301.

Benefits

Authorizes beneficial use of water supply for Manatee County BOCC.

Strategic Plan

The District's Water Use Permit Program establishes effective conservation practices for authorized users.

Exhibits

Exhibit 1 – Permit

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

April D. Breton, Bureau Chief, Water Use Permit Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 013343.006

PERMIT ISSUE DATE: November 18, 2025

EXPIRATION DATE: September 25, 2032

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

TYPE OF APPLICATION: Modification
GRANTED TO: Manatee County BOCC
Attn: Scott May, P.E.
1022 26Th Ave East
Bradenton, FL 34208

PROJECT NAME: Manatee Co Utilities Consolidated Permit
WATER USE CAUTION AREA(S): Most Impacted Area, SOUTHERN WATER USE CAUTION AREA
COUNTY: Manatee

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	55,042,000 gpd
PEAK MONTH ¹	70,580,000 gpd

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

ABSTRACT:

This is a modification of an existing water use permit for public supply use. This consolidated permit includes three facilities which are used to meet demand conjunctively through surface and groundwater withdrawals. The total authorized quantities have changed from those previously permitted. The annual average quantity has increased from 54,836,000 gallons per day (gpd) to 55,042,000 gpd and the peak month quantity has increased from 70,374,000 gpd to 70,580,000 gpd. There are no changes to the Use Type from the previous permit. The new quantities are supported by a Net Benefit retirement of 271,400 gpd annual average of historically used quantities from the donor permit, WUP No. 20013354.000. Quantities are based on revised population demand projections. This permit is located in the Most Impacted Area (MIA) of the Southern Water Use Caution Area (SWUCA) where new quantities that impact the Upper Floridian Aquifer are restricted by Rule.

Special Conditions include those that require the Permittee to report monthly meter readings, monitoring of water levels and water quality at each facility, submittal of an annual public supply water use report, submittal of annual environmental and operational reports for each facility, maintenance of a water-conserving rate structure, compliance with the per capita rate, annual updates of groundwater offsets in support of the Groundwater Replacement Credit process, and compliance with SWUCA recovery goals.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>
Public Supply	55,042,000	70,580,000

USE TYPE

- Commercial/Industrial
- Fire Fighting/Testing
- Other Metered Uses
- Residential Multi-Family
- Residential Single Family
- Treatment Losses
(Backflushing)
- Unaccounted Use

PUBLIC SUPPLY:

Population Served: 433,326

Per Capita Rate: 106 gpd/person

WITHDRAWAL POINT QUANTITY TABLE

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

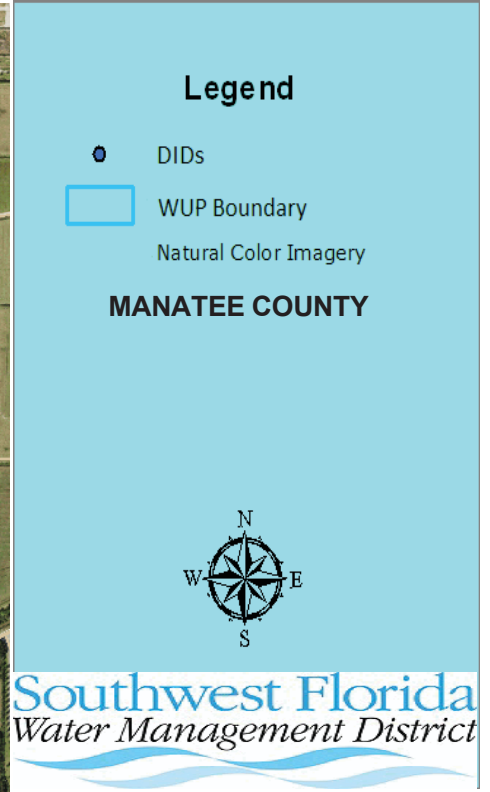
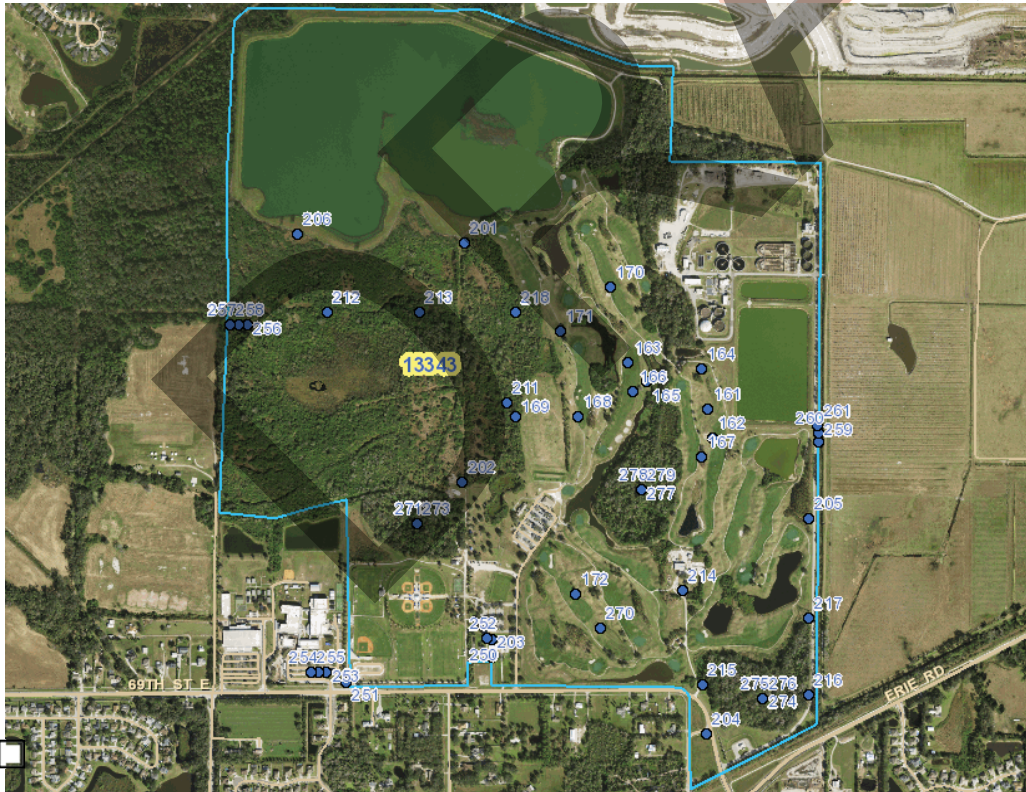
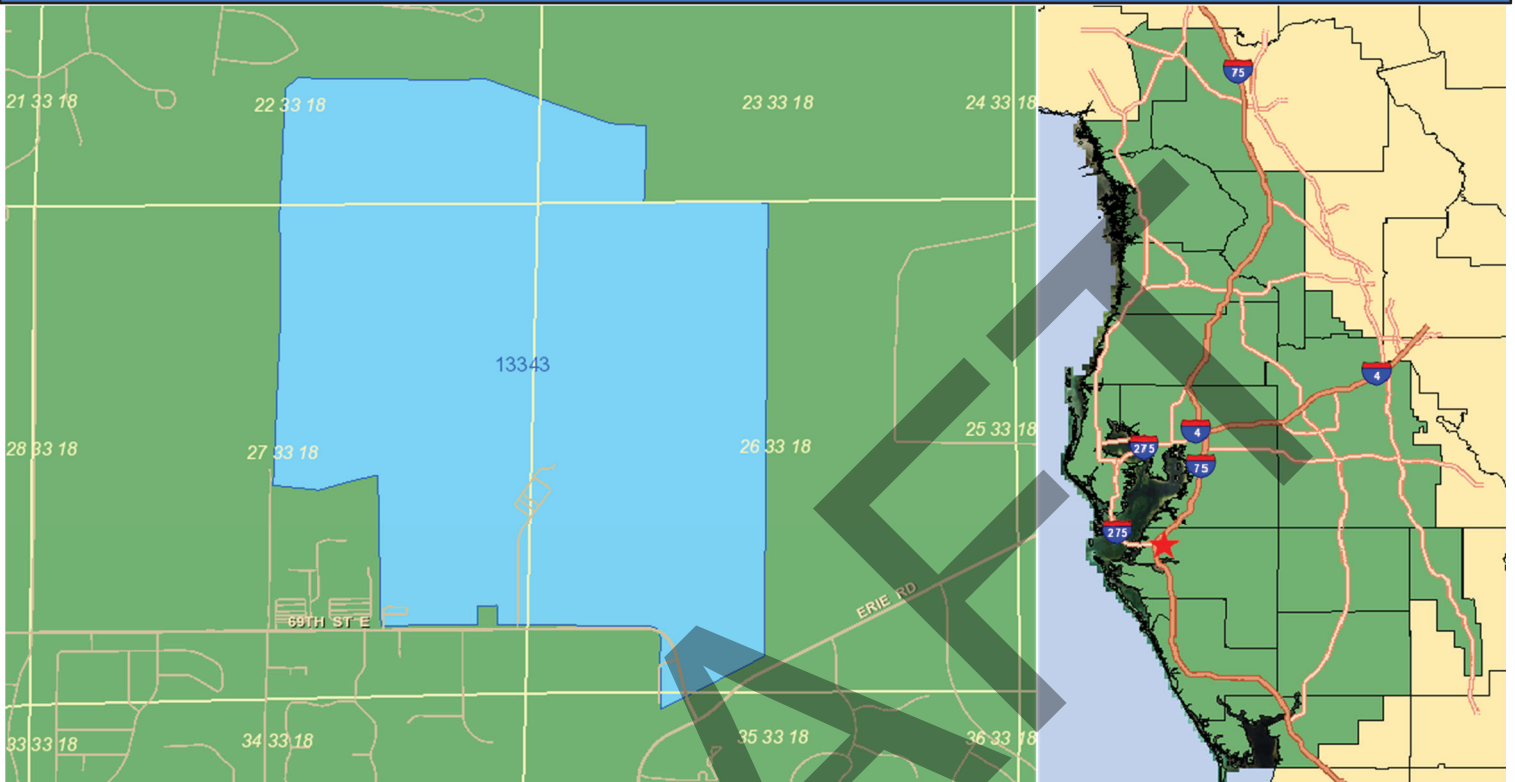
<u>I.D. NO.</u> <u>PERMITTEE/</u> <u>DISTRICT</u>	<u>DIAM</u> <u>(in.)</u>	<u>DEPTH</u> <u>TTL./CSD.FT.</u> <u>(feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE</u> <u>(gpd)</u>	<u>PEAK</u> <u>MONTH</u> <u>(gpd)</u>
A-BAS / 1		N/A / N/A	Public Supply	34,900,000	46,068,000
B-BAS / 2		N/A / N/A	Public Supply	34,900,000	46,068,000
Standby					
B-1 / 3	16	700 / 390	Public Supply	1,440,000	1,440,000
B-2 / 4	16	702 / 398	Public Supply	2,000,000	2,000,000
B-3 / 9	16	700 / 400	Public Supply	2,000,000	2,000,000
B-4 / 10	16	700 / 400	Public Supply	2,000,000	2,000,000
B-5 / 11	16	700 / 400	Public Supply	2,000,000	2,000,000
B-6 / 12	16	700 / 400	Public Supply	2,000,000	2,000,000
ECW-1 / 128	20	1,250 / 500	Public Supply	2,283,700	2,908,000
ECW-2 / 129	20	1,235 / 510	Public Supply	2,283,700	2,908,000
ECW-3 / 130	20	1,250 / 500	Public Supply	2,283,700	2,908,000
ECW-4 / 131	20	1,250 / 500	Public Supply	2,283,700	2,908,000
ECW-5 / 132	20	1,246 / 520	Public Supply	2,283,700	2,908,000
ECW-6 / 133	20	1,200 / 580	Public Supply	2,283,700	2,908,000
ECW-7 / 134	20	1,250 / 500	Public Supply	2,283,800	2,908,000
BCWUF-1 / 201	16	650 / 325	Public Supply	601,300	601,300
BCWUF-2 / 202	16	650 / 325	Public Supply	498,400	498,400
BCWUF-3 / 203	16	650 / 325	Public Supply	498,300	498,300
BCWUF-4 / 204	16	650 / 325	Public Supply	498,400	498,400
BCWUF-5 / 205	16	650 / 325	Public Supply	498,300	498,300
BCWUF-6 / 206	16	650 / 325	Public Supply	601,300	601,300
BCWI-1 / 211	16	300 / 300	Public Supply	120,000	120,000
BCWI-2 / 212	16	300 / 300	Public Supply	120,000	120,000

BCWI-3 / 213	16	300 / 300	Public Supply	120,000	120,000
BCWI-4 / 214	16	300 / 300	Public Supply	120,000	120,000
BCWI-5 / 215	16	300 / 300	Public Supply	120,000	120,000
BCWI-6 / 216	16	300 / 300	Public Supply	120,000	120,000
BCWI-7 / 217	16	300 / 300	Public Supply	120,000	120,000
BCWI-8 / 218	16	650 / 650	Public Supply	120,000	120,000

WITHDRAWAL POINT LOCATION TABLE**DISTRICT I.D. NO.****LATITUDE/LONGITUDE**

1	27° 29' 37.33"/82° 21' 13.65"
2	27° 29' 28.18"/82° 21' 13.26"
3	27° 29' 21.63"/82° 21' 25.36"
4	27° 29' 15.49"/82° 21' 18.61"
9	27° 29' 15.40"/82° 21' 11.81"
10	27° 29' 10.19"/82° 21' 06.24"
11	27° 29' 08.35"/82° 21' 13.06"
12	27° 29' 03.49"/82° 21' 08.03"
128	27° 32' 41.82"/82° 07' 41.80"
129	27° 32' 32.55"/82° 07' 54.23"
130	27° 32' 30.82"/82° 07' 33.48"
131	27° 32' 14.02"/82° 08' 03.86"
132	27° 32' 14.79"/82° 07' 47.12"
133	27° 32' 15.90"/82° 10' 20.20"
134	27° 32' 15.90"/82° 10' 21.20"
201	27° 35' 05.30"/82° 29' 03.43"
202	27° 34' 44.58"/82° 29' 03.53"
203	27° 34' 29.47"/82° 29' 00.61"
204	27° 34' 22.85"/82° 28' 39.52"
205	27° 34' 41.57"/82° 28' 29.59"
206	27° 35' 06.01"/82° 29' 19.77"
211	27° 34' 51.49"/82° 28' 59.19"
212	27° 34' 59.24"/82° 29' 16.87"
213	27° 34' 59.24"/82° 29' 07.80"
214	27° 34' 35.25"/82° 28' 41.92"
215	27° 34' 27.12"/82° 28' 39.97"
216	27° 34' 26.25"/82° 28' 29.56"
217	27° 34' 32.89"/82° 28' 29.57"
218	27° 34' 59.24"/82° 28' 58.37"

Location Map
Manatee County BOCC
WUP No. 20 013343.006



STANDARD CONDITIONS:

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

Special Conditions

1. The total quantities in gallons per day authorized under this permit for each facility on both the annual average and peak month basis are set forth below.

Wellfield	Annual Average (gpd)	Peak Month (gpd)
Lake Manatee	34,900,000	46,068,000
East County Wellfield	18,386,000	20,736,000
Buffalo Creek Wellfield	4,156,000	4,156,000

In all cases, while the annual average and peak month quantities in the above table total to 57,442,000 gpd and 70,960,000 gpd, respectively, the annual average withdrawal and the peak month withdrawal for this consolidated permit are limited to 55,042,000 gpd and 70,580,000 gpd, respectively. (221)

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

All mailed reports and data are to be sent to:

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

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

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

3. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID Nos. 201, 202, 203, 204, 205, 206, 211, 212, 213, 214, 215, 216, 217, and 218, Permittee ID Nos. BCWUF-1, BCWUF-2, BCWUF-3, BCWUF-4, BCWUF-5, BCWUF-6, BCWI-1, BCWI-2, BCWI-3, BCWI-4, BCWI-5, BCWI-6, BCWI-7, and BCWI-8. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (718)
4. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief:
 - a. District ID Nos. 1 and 2, Permittee ID Nos. A-BAS and B-BAS, which measure the raw water intake from the Lake Manatee reservoir.

- b. District ID Nos. 3, 4, 9, 10, 11, and 12, Permittee ID Nos. B-1, B-2, B-3, B-4, B-5, and B-6, Which measure recharge and recovery at the Lake Manatee facility's ASR wells.
- c. District ID No. 5, Permittee ID No. TOT-FIN, which measures the total flow of treated water from the Lake Manatee Water Treatment Plant's four discharge points to the service area transmission lines.
- d. District ID No. 6, Permittee ID No. TOT-RAW, which measures the total flow of raw water into the Lake Manatee Water Treatment Plant from the ASR wells, the East County Wellfield, the Lake Manatee reservoir, and the IMC wellfield (WUP 7345).
- e. District ID Nos. 128, 129, 130, 131, 132, 133, and 134, Permittee ID Nos. ECW-1, ECW-2, ECW-3, ECW-4, ECW5, ECW-6, and ECW-7, which measures groundwater withdrawals at the East County Wellfield.

Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (719)

- 5. This permit shall be modified if an additional source of water is provided for public supply use from a separate entity. This includes additional Alternative Water Supply quantities and irrigation water for lawn/landscape and common areas. The Permittee shall notify the District of the additional water source and submit an application to modify the permit to acknowledge receipt. (68)
- 6. The District reserves the right to set chloride, sulfate, or TDS concentration limits on any production well in the future, based on data collected and after a sufficient database has been established to determine limits. These limits shall be required after discussions with the Permittee. At such time as the concentration in any water sample reaches or exceeds the designated concentration limits, the Permittee shall take appropriate action to reduce concentrations to below those set for the particular well. If the District determines that long-term upward trends or other significant water quality changes are occurring, the District may reconsider the quantities permitted. (276)
- 7. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a watertight manner in accordance with Chapter 62-532.500, F.A.C. (568)
- 8. Beginning January 1, 2012, the Permittee shall comply with the following requirements:
 - A. Customer billing period usage shall be placed on each utility-metered, customer's bill.
 - B. Meters shall be read and customers shall be billed no less frequently than bi-monthly.
 - C. The following information, as applicable to the customer, shall be provided at least once each calendar year and a summary of the provisions shall be provided to the District annually as described in Section D, below. The information shall be provided by postal mailings, bill inserts, online notices, on the bill or by other means. If billing units are not in gallons, a means to convert the units to gallons must be provided.
 - 1. To each utility-metered customer in each customer class - Information describing the rate structure and shall include any applicable:
 - a. Fixed and variable charges,
 - b. Minimum charges and the quantity of water covered by such charges,
 - c. Price block quantity thresholds and prices,
 - d. Seasonal rate information and the months to which they apply, and
 - e. Usage surcharges
 - 2. To each utility-metered single-family residential customer - Information that the customer can use to compare its water use relative to other single-family customers or to estimate an efficient use and that shall include one or more of the following:
 - a. The average or median single-family residential customer billing period water use calculated over the most recent three-year period, or the most recent two year period if a three year period is not available to the utility. Data by billing period is preferred but not required.

- b. A means to calculate an efficient billing period use based on the customer's characteristics, or
- c. A means to calculate an efficient billing period use based on the service area's characteristics.

D. Annual Report: The following information shall be submitted to the District annually by October 1 of each year of the permit term to demonstrate compliance with the requirements above. The information shall be current as of the October 1 submittal date.

1. Description of the current water rate structure (rate ordinance or tariff sheet) for potable and non-potable water.
 2. Description of the current customer billing and meter reading practices and any proposed changes to these practices (including a copy of a bill per A above).
 3. Description of the means the permittee uses to make their metered customers aware of rate structures, and how the permittee provides information their metered single-family residential customers can use to compare their water use relative to other single-family customers or estimate an efficient use (see C 1 & 2 above). (652)
9. The Permittee shall maintain a water conserving rate structure for the duration of the permit term. Any changes to the water conserving rate structure described in the application shall be described in detail as a component of the next Annual Report on Water Rate, Billing and Meter Reading Practices of the year following the change. (659)
10. The compliance per capita daily water use rate shall be no greater than 106 gallons per day (gpd). The Permittee shall calculate the compliance per capita rate as described in the Annual Report Condition on this permit and shall submit the calculations with the Annual Report by April 1 of each year.

If the compliance per capita rate is greater than 106 gpd, the Permittee shall submit a report that documents why this rate was exceeded, measures previously or currently taken to reduce their compliance per capita rate, and a plan that describes additional measures and implementation dates for those measures to bring their compliance per capita rate to or below 106 gpd. This report shall be submitted with the Annual Report by April 1 for each year the compliance per capita rate exceeds 106 gpd. This report is subject to District approval. Justification for exceeding the adjusted gross per capita rate does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit. (767)

11. The Permittee shall submit a "Public Supply Annual Report" to the District by April 1 of each year on their water use during the preceding calendar year using the form, "Public Supply Water Use Annual Report Form" (Form No. LEG-R.103.00 (05/14)), referred to in this condition as "the Form," and all required attachments and documentation. The Permittee shall adhere to the "Annual Report Submittal Instructions" attached to and made part of this condition in Exhibit B. The Form addresses the following components in separate sections.

Per Capita Use Rate

A per capita rate for the previous calendar year will be calculated as provided in Part A of the Form using Part C of the Form to determine Significant Use deduction that may apply. Permittees that cannot achieve a per capita rate of 150 gpd according to the time frames included in the "Instructions for Completion of the Water Use Annual Report," shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance.

Residential Use

Residential use shall be reported in the categories specified in Part B of the Form, and the methodology used to determine the number of dwelling units by type and their quantities used shall be documented in an attachment.

Non-Residential Use

Non-residential use quantities provided for use in a community but that are not directly associated with places of residence, as well as the total water losses that occur between the point of output of the treatment plant and accountable end users, shall be reported in Part B of the Form.

Water Conservation

In an attachment to the Form, the Permittee shall describe the following:

1. Description of any ongoing audit program of the water treatment plant and distribution systems to address reductions in water losses.
2. An update of the water conservation plan that describes and quantifies the effectiveness of measures currently in practice, any additional measures proposed to be implemented, the scheduled implementation dates, and an estimate of anticipated water savings for each additional measure.
3. A description of the Permittees implementation of water-efficient landscape and irrigation codes or ordinances, public information and education programs, water conservation incentive programs, identification of which measures and programs, if any, were derived from the Conserve Florida Water Conservation Guide, and provide the projected costs of the measures and programs and the projected water savings.

Water Audit

If the current water loss rate is greater than 10% of the total distribution quantities, a water audit as described in the "Instructions for Completion of the Water Use Annual Report" shall be conducted and completed by the following July 1, with the results submitted by the following October 1. Indicate on Part A of the Form whether the water audit was done, will be done, or is not applicable.

Alternative Water Supplied Other Than Reclaimed Water

If the Permittee provides Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) to customers, the information required on Part D of the Form shall be submitted along with an attached map depicting the areas of current Alternative Water Use service and areas that are projected to be added within the next year.

Suppliers of Reclaimed Water

1. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd:

The Permittee shall submit the "SWFWMD Annual Reclaimed Water Supplier Report" on quantities of reclaimed water that was provided to customers during the previous fiscal year (October 1 to September 30). The report shall be submitted in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09), that will be provided annually to them by the District. A map depicting the area of reclaimed water service that includes any areas projected to be added within the next year, shall be submitted with this report.

2. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd:

- a. The Permittee has the option to submit the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above, or

- b. Provide information on reclaimed water supplied to customers on Part E of the Form as described in the "Instructions for Completion of the Water Use Annual Report".

Updated Service Area Map

If there have been changes to the service area since the previous reporting period, the Permittee shall update the service area using the map that is maintained in the District's Mapping and GIS system. (660)

12. Permittees having their own wastewater treatment plant that generate at least advanced-secondary treated effluent (high-level disinfection, as described in Rule 62-600.440(5), F.A.C.) to the minimum FDEP requirements for public access reuse shall respond in a timely manner to inquiries about availability from water use permit applicants for water uses where such reclaimed water is appropriate. If reclaimed water is or will be available to that permit applicant within the next six years, the Permittees shall provide a cost estimate for connection to the applicant. (674)
13. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year

2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules. (652)

Lake Manatee

14. A minimum rate of stream flow for the Manatee River system may be determined by the District as set forth in Chapter 40D-8, F.A.C. After the minimum rate of stream flow are set, withdrawals shall cease or be reduced as specified by the District. (357)
15. The Permittee shall continue the collection of the average daily stage elevation and the average daily discharge from the Tainter gate in the Lake Manatee reservoir spillway. The monitor stations shall be labeled District ID No. 7 and 8, Permittee ID No. LM-Disch, LM-ELEV.

DID No. 7 shall continue to measure the daily flow through the Tainter gates in the Lake Manatee Reservoir spillway. Data shall be recorded on a daily basis and reported to the Water Use Permit Bureau, on District forms on or before the fifteenth day of the following month. Daily cumulative volume in gallons per day (gpd), and the daily average flow in cubic feet per second (cfs), shall be calculated by an appropriate method, as approved by the Water Use Permit Bureau Chief.

DID No. 8 shall continue to be monitored and record the daily lake stage elevation referenced to the National Geodetic Vertical Datum. The data shall be reduced to both daily and monthly minimum, maximum, and average values, and be reported to the Water Use Permit Bureau, on District forms on or before the fifteenth day of the following month.

The recording frequency may be modified by mutual agreement between the Water Use Permit Bureau Chief, and the Permittee as necessary to ensure the protection of the resource. (671)
16. Until such time as the District establishes minimum flows for the Manatee River, the Permittee shall maintain a minimum daily discharge of 0.425 cfs (275,000 gpd) through the Tainter gates in the Lake Manatee reservoir spillway. If the maximum daily conductivity as measured at the Rye Bridge monitoring station exceeds 1,000 umhos, then the release from Lake Manatee reservoir the following day shall be increased to a minimum flow of 1.0 cfs (646,300 gpd) through the Tainter gates. The additional release shall be maintained at the daily rate of 1.0 cfs until such time as the maximum daily conductivity values measured at rye bridge at noon return to less than 1,000 umhos. This additional release shall not be required if the minimum stage of the reservoir is less than 30 ft NGVD. Only the release through the Tainter gates shall be credited to maintenance of the required minimum flows. (358)
17. The Permittee shall continue to maintain the conductivity meter which is located at the Rye Bridge crossing of the Manatee River to monitor and record the displacement of the salinity wedge in the Manatee River as determined by a 1,000 umhos conductivity reading at the bottom of the river. Daily maximum and daily minimum conductivity, corrected to 25° C, shall be recorded and submitted to the District on or before the 10th day of the following month. For analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit. The conductivity meter shall be referenced as District ID No. 55, Permittee ID No. RYE-COND. (750)
18. The permittee shall continue its cooperative program with the United States Geological Survey for the maintenance of the existing continuous recording Streamflow Gauging Station No. 02299950 on the Manatee River at State Road 64 (Latitude 27°28'24", Longitude 82°12'41"). In the event the USGS no longer maintains the streamflow gauging station, the Permittee shall immediately become responsible for the maintenance and the continued recording and reporting of streamflow values to the District. The Permittee shall coordinate with the USGS and immediately assume the reporting duties to ensure that there is no interruption in the data collection should the USGS fail to maintain the station. If the Permittee does become responsible for the maintenance of the streamflow gauging equipment and for the recording and reporting of streamflow values to the District, the data shall continue to be presented as is currently done by the USGS. At such time, the data shall be referenced as

District ID No. 54, Permittee ID No. USGS-MH. (990)

19. The Permittee shall submit an Annual Reservoir Report that is a comprehensive but concise assessment of the water resources of the Lake Manatee Reservoir area based on the subject areas listed below. This report shall concisely summarize the elements listed below, with emphasis on the interactions between these elements, where appropriate. Data sources shall be referenced, but no raw data shall be included in the report. Only essential text, graphs, and tables should be included in the report. Reports shall be submitted to the Water Use Permit Bureau, by August 1 of each year. Any color part of the report that is scanned shall be scanned in color. The report shall cover all activities and conditions pertaining to Lake Manatee reservoir and service area for the preceding calendar year (January 1 to December 31). The specific elements of this report are listed below:

Water Use

Withdrawal quantities from Lake Manatee for the preceding calendar year shall be summarized for the annual reporting period. The report shall describe in detail steps taken by the Permittee to maximize the use of surface water from the Lake Manatee in order to meet the public supply demands of Manatee County prior to activating the groundwater quantities authorized by this permit.

ASR Operation

A copy of the ASR Annual Report submitted to FDEP each August under the most current Lake Manatee Class V, Group 7 Aquifer Storage and Recovery System Permit shall be included with the Annual Reservoir Report.

Data Analysis

Data analysis shall consist of tabulation of all data required by this permit for spillway flow, daily lake stage, stream flow gauging, and conductivity at the Lake Manatee Reservoir. This data shall be summarized for the annual reporting period and the period of record along with computed averages, means, and other statistical analyses necessary to illustrate basic trends. Any evident trend from the above analysis related to water quality, water levels or environmental conditions shall be described, and a brief summary of recommended changes to the monitoring requirements shall be provided.

Capital Improvement Program Status

A summary of completed water supply system improvements shall be provided. In addition, an update to any documented system weaknesses or anticipated system improvements shall be described.

Water Treatment Efficiency

A description of efforts to improve water treatment efficiency shall be included. This shall include good faith efforts undertaken in its infrastructure planning and implementation efforts. Opportunities during the prior year to replace water treatment-related infrastructure, including items such as change-outs to pressure vessels, piping, racks (skids), and treatment membrane elements shall be discussed. (524)

20. The total quantity of water recovered from the ASR shall not exceed the total quantity of water injected via ASR unless permission is granted in advance in writing from the Water Use Permit Bureau Chief. (546)

East County Wellfield

21. Authorized withdrawals at the East County Wellfield include Floridan quantities of 2.17 MGD established by eliminating Floridan withdrawals at Gamble Creek/Twin Rivers (WUP No. 20007235.011), and 4.75 MGD established by reducing Floridan withdrawals at SMR/ Lakewood Ranch (WUP No. 20007846.033). If the use of reclaimed water on these WUPs is reduced or discontinued, Floridan withdrawals at the East County Wellfield may continue so long as the related Floridan withdrawals on the Gamble Creek/ Twin Rivers and SMR/Lakewood Ranch WUPs do not resume. However, if standby groundwater quantities are reinstated, the Permittee shall cease or reduce Floridan withdrawals at the East County Wellfield.

The Floridan quantities which are eligible for withdrawal at the East County Wellfield as described above shall be reevaluated, and modified as warranted, on an annual basis. The Permittee shall submit the Annual Net Benefit

Report by April 1 each year. The reporting period shall be the previous calendar year (January 1 to December 31) and will provide a brief accounting of reclaimed water deliveries to Gamble Creek/Twin Rivers and Schroeder-Manatee Ranch, groundwater withdrawals at Gamble Creek/Twin Rivers and Schroeder-Manatee Ranch, and the related Floridan withdrawals at East County Wellfield.

The 4.75 MGD in new Floridan quantities which are now eligible for withdrawal at the East County Wellfield provide withdrawal flexibility at that facility for conjunctive use but do not increase the total permit allocation. If the reclaimed quantities provided to Schroeder-Manatee Ranch do not meet the required quantity of 4 MGD then the East County Wellfield will only be eligible to use 2.4 MGD in Floridan quantities to provide withdrawal flexibility. When projected demands show the need for additional supply, the Permittee may submit an application for permit modification requesting that the 4.75 MGD in new Floridan quantities currently identified as withdrawal flexibility at the East County Wellfield be added to the total permit allocation. District approval of any modifications will be contingent upon the application meeting the Conditions of Issuance established in Section 40D-2.301, FAC existing at the time of the application. (802)

22. The annual average and peak month quantities for District ID Nos. 128, 129, 130, 131, 132, 133, and 134, Permittee ID Nos. ECW-1, ECW-2, ECW-3, ECW-4, ECW-5, ECW-6, AND ECW-7, East County Wellfield, shown in the production withdrawal table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary, so long as adverse environmental impacts do not result, and the Permittee complies with all other conditions of this permit. In all cases, the total annual average annual withdrawal and the total peak monthly withdrawal for the East County Wellfield are limited to 18,386,000 gpd and 20,736,000 gpd, respectively. (221)
23. The permittee shall maintain a continuous recording rain gauge, District ID No. 160, Permittee ID No. RG5. Total daily rainfall shall be recorded at this station in inches to one-hundredth of an inch and submitted to the District online or District forms on or before the tenth day of the following month. The reporting period for these data shall begin on the first day of each month and end on the last day of each month. Data to be provided to the District Annually as part of the Hydrobiological Wetlands Monitoring Plan. (255)
24. The Permittee shall continue to maintain the District-approved staff gauges and piezometers in the water bodies specified below, and record measurements of water levels referenced to National Geodetic Vertical Datum 1929 (NGVD 29) at the frequency indicated.

District ID Nos. 161, 162, 163, 164, 165, 166, 170, 171, and 172, Permittee ID Nos. SG-T1, WW-T1, UW-T1, SG-T2, WW-T2, UW-T2, SG-T4, WW-T4, and UW-T4 to monitor wetland water levels on a bi-weekly basis (twice per month).

To the maximum extent possible, water levels shall be recorded on the same day each week. Wetland water levels will be reported with the Annual Hydrobiological Wetland Monitoring Report. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. (762)

25. By April 1 of each year of the permit term for the preceding calendar year (January 1 – December 31), the Permittee shall submit updates to the Environmental Management Plan (EMP) entitled Manatee County-East County Wellfield Hydrobiological and Wetland Monitoring Plan, dated April 24, 2007 that was submitted in support of WUP 20007470.006. If the report is submitted in hardcopy, three (3) identical copies (colors replicated) shall be submitted to the Water Use Permit Bureau Chief and one black and white shall be submitted to the Water Use Permit Bureau. If the report is submitted in CD format or electronically via the District website, only one submission is required. Any color part of the report that is scanned shall be scanned in color. The annual EMP Report shall be consistent in format and content with prior Annual EMP Reports and include the following information:

Data Summary Section

The data summary section for all the monitor sites included in the EMP shall be included in the EMP Report. The

Data Summary Section shall contain updates to the status of proposed monitor sites, updates to proposed locations and elevations if any, and all raw data required by condition of this permit from each environmental monitor site, District ID Nos. 161, 162, 163, 164, 165, 166, 170, 171, and 172, Permittee ID Nos. SG-T1, WW-T1, UW-T1, SG-T2, WW-T2, UW-T2, SG-T4, WW-T4, and UW-T4. This section shall include essential graphs, tables, and text, with little or no data interpretation.

Interpretive Section

The Interpretive Section shall present the Permittee's analyses and interpretation of pumpage data, wetland water levels, surficial aquifer water level data, and other data collected pursuant to the EMP submitted in support of this permit as it relates to environmental conditions in the vicinity of the wellfield. This section shall also address investigations and analyses of relationships between water level fluctuations, actual wellfield pumpage, atmospheric conditions, and drainage factors relative to the environmental condition of designated wetlands.

Wetland Vegetative Assessment

This section shall include annual analysis of changes to percent cover of dominant and subdominant species using the Wetland Assessment Procedure (WAP) field form or other applicable vegetative method that may have occurred to designated representative (test) wetlands (those that potentially may be adversely impacted by groundwater pumping authorized by this permit).

Environmental Mitigation

The Permittee shall document whether or not adverse environmental impacts due to pumpage were detected during the reporting period. If such impacts were detected, the Permittee shall specify and describe when and where mitigation actions were undertaken to mitigate impacts. A quantitative (with respect to acreage) and qualitative (with respect to wetland health and function) assessment of the success of such mitigation actions shall be included. If an action was deemed unsuccessful by either the Permittee or the District, the Permittee shall include a proposed alternative action for the situation.

Monitoring Plan Status

This section shall include any proposed changes to the monitoring plan, with appropriate supporting documentation. The Permittee shall apply to modify the water use permit within 60 days of the District approval of any proposed changes to the monitoring plan. (287)

26. The Permittee shall continue to maintain the monitor wells listed below, monitor water levels, and report them to the District at the frequency listed for the interval, aquifer system, or geologic formation listed. Water levels shall be recorded relative to National Geodetic Vertical Datum 1929 and to the maximum extent possible, recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency noted. The readings shall be reported online via the WUP Portal at the District website (www.watermatters.org) or mailed in hardcopy on District-provided forms to the Water Use Permit Bureau on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. The Permittee shall have the elevation of the measuring point on each well listed surveyed to the specified datum, and a copy of the certified survey report for the wells listed shall be included with the first data submittal.

District ID Nos. 150 and 154, Permittee ID Nos. ECW-SMW-50 and ECW-SMW-54, to monitor the surficial aquifer on a daily basis.

District ID No. 152, Permittee ID No. ECW-IAMW-52, to monitor the intermediate (Hawthorn) aquifer on a daily basis.

District ID Nos. 151 and 153, Permittee ID Nos. ECW-UFMW-51 and ECW-UFMW-53, to monitor the Upper Floridan aquifer on a daily basis. (756)

27. Water quality samples from monitor sites listed below shall be collected as described in Manatee County-East County Wellfield Hydrobiological and Wetland Monitoring Plan, dated April 24, 2007, in support of the permit application for the water use and analyzed for the parameter(s) indicated at the frequency specified in the table below. For analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.

Existing District ID Nos. 151, 152, and 153, Permittee ID Nos. ECW-UFMW-51, ECW-IAMW-52, and ECW-UFMW-53, for chloride, sulfate, and TDS, on a quarterly basis. (751)

28. Water quality samples from the withdrawal points listed below shall be collected after pumping the withdrawal point at its normal rate for a pumping time specified below, or to a constant temperature, pH, and conductivity. The frequency of sampling per water quality parameter is listed in the table according to the withdrawal point. The recording and reporting shall begin according to the first sample date for existing wells and shall begin within 90 days of completion of any proposed wells. Samples shall be collected whether or not the well is being used unless infeasible. If sampling is infeasible, the Permittee shall indicate the reason for not sampling on the water quality data form or in the space for comments in the WUP Portal for data submissions. For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.

Existing District ID Nos. 128, 129, 130, 131, 132, 133, and 134, Permittee ID Nos. ECW-1, ECW-2, ECW-3, ECW-4, ECW-5, ECW-6, ECW-7, and ECW-8 for chloride, sulfate, and TDS, after a minimum pumping period of 20 minutes, on a monthly basis. (752)

29. The Permittee shall submit an Annual Wellfield Report that is a comprehensive but concise assessment of the water resources of the East County Wellfield area based on the subject areas listed below. This report shall concisely summarize the elements listed below, with emphasis on the interactions between these elements, where appropriate. Data sources shall be referenced, but no raw data shall be included in the report. Only essential text, graphs, and tables should be included in the report. Reports shall be submitted to the Water Use Permit Bureau, by August 1st of each year. Any color part of the report that is scanned shall be scanned in color. The report shall cover all activities and conditions pertaining to East County Wellfield and service area for the preceding calendar year (January 1 to December 31). The specific elements of this report are listed below:

Hydrologic Analyses

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

Wellfield Operation

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

Water Quality Monitoring

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

Water Level Monitoring

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

Capital Improvement Program Status

A summary of completed water supply system improvements shall be provided. In addition, an update to any documented system weaknesses or anticipated system improvements shall be described.

Water Treatment Efficiency

A description of efforts to improve water treatment efficiency shall be included. This shall include good faith efforts undertaken in its infrastructure planning and implementation efforts. Opportunities during the prior year to replace water treatment-related infrastructure, including items such as change-outs to pressure vessels, piping, racks (skids), and treatment membrane elements shall be discussed.

Investigation of Complaints

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

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

Wellfield Management Updates

The Permittee shall summarize the development, implementation, and events that may affect the approved wellfield management plan over the previous reporting period. If additional information became available that necessitates a change to the plan, the Permittee shall submit an application to modify the permit to effect the changes. (524)

Buffalo Creek Wellfield

30. The Permit establishes 4,156,000 gpd of new quantities for the proposed Buffalo Creek Wellfield, which is located within the Most Impacted Area (MIA). The facility total of 4,156,000 gpd includes 2,436,000 gpd of new quantities from the Upper Floridan aquifer which are established using two mechanisms of the Net Benefit process: Permanent retirement of historically used quantities, and Groundwater Replacement Credits (GWRC). The majority of these new Floridan quantities are supported using GWRC by reducing Floridan withdrawals elsewhere within the MIA at sites using reclaimed water provided by the county. The Net Benefit is maintained if the use of reclaimed water at a site is reduced or discontinued, so long as the related Floridan withdrawals at the site do not resume. However, if the standby groundwater quantity at a site receiving reclaimed water is reinstated, the Permittee shall cease or reduce Floridan withdrawals at the Buffalo Creek Wellfield as necessary to maintain a Net Benefit to the resource.

The Floridan quantities which are eligible for withdrawal at Buffalo Creek Wellfield under the Net Benefit criteria will be reevaluated, and modified as warranted, on an annual basis. (802)

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

District ID No. 201, 202, 204, 205, and 206, Permittee ID No. BCWUF-1, BCWUF-2, BCWUF-4, BCWUF-5, and BCWUF-6 having a surface diameter of 16 inches, with a minimum casing depth of 325 feet, drilled to a maximum total depth of 650 feet.

District ID No. 211, 212, 213, 214, 215, 216, 217, and 218, Permittee ID No. BCWI-1, BCWI-2, BCWI-3, BCWI-4, BCWI-5, BCWI-6, BCWI-7, and BCWI-8 having a surface diameter of 12 inches, with a minimum casing depth of 150 feet, drilled to a maximum total depth of 300 feet. (202)

32. Within 90 days of the completion of each proposed well or the installation of pumping equipment, the Permittee shall submit to the District specific capacity (well testing) information from any test performed by the Water Well Contractor or pump installer on the well. This information shall include:

- A. Static water level before pumping
- B. Duration of test pumping
- C. Gallons per minute pumped
- D. Final water level measured during pumping

If a step-drawdown test was performed, the information listed above shall be submitted for each step. (234)

33. The Permittee shall construct the following proposed monitor well(s)/piezometer(s) at the location(s) specified and pursuant to the stipulations given below in accordance with Chapter 62-532, "Water Well Permitting and Construction Requirements". All depths given are relative to feet below land surface. Land surface shall be surveyed relative to National Geodetic Vertical Datum 1929 (NGVD 29), and a monitor point elevation identified. A copy of the certified survey and well completion report shall be filed with the District within 30 days of well completion.

District ID Nos. 253, 256, and 259, Permittee ID Nos. BCW-SMW-2, BCW-SMW-3, and BCW-SMW-4, with a surface casing diameter of 4 inches, to be drilled to an estimated total depth of 20 feet, and cased continuously

from the surface to 5 feet below land surface, with slotted casing/scree interval from 5 feet to 20 feet, for monitoring of the surficial aquifer.

District ID Nos. 254, 257, and 260, Permittee ID Nos. BCWI-2, BCWI-3, and BCWI-4, with a surface casing diameter of 6 inches, to be drilled to an estimated total depth of 280 feet, and cased continuously from the surface to 150 feet below land surface, for monitoring of the Intermediate aquifer.

District ID Nos. 255, 258, and 261, Permittee ID Nos. BCW-UFMW-2, BCW-UFMW-3, and BCW-UFMW-4, with a surface casing diameter of 6 inches, to be drilled to an estimated total depth of 450 feet, and cased continuously from the surface to 325 feet below land surface, for monitoring of the Upper Floridan aquifer.

A. The well shall be constructed with a surface seal and a sand filter pack emplaced using the tremie method. The filter pack shall have a minimum annular space of two (2) inches around the borehole and be placed to a depth of two feet above the well screen. If the well is constructed using a hollow-stem auger, the filter pack shall be set by pouring the filter material directly into the annular space of the borehole, provided that a PVC pipe is used as a tamping device to prevent bridging of the filter pack, and that the amount of filter pack sand is continuously tagged during the emplacement by the driller. In addition, the auger must be retrieved slowly to allow the filter pack to spread into the area of the well annulus occupied by the auger flights.

B. The casing shall be constructed of slotted Schedule 40 PVC, stainless steel or other materials that are resistant to degradation due to interaction with the ground water and shall be continuous from 18 inches above land surface to the minimum depth stated above.

C. The finished well casing depth and total depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief.

D. Advance approval from the Water Use Permit Bureau Chief, is required if the location and/or construction specifics of any monitor well is changed.

E. The District shall be given two weeks notification prior to commencement of drilling in order to schedule a site visit to witness the drilling and completion of each monitor well. (416)

34. The Permittee shall submit a copy of the well completion reports as filed with the Natural Resources Department, Groundwater Management Section of Manatee County to the Water Use Permit Bureau within 30 days of well completion. (508)
35. Within 90 days of completion of construction, the Permittee shall submit to the Water use Permit Bureau the specific location of District ID Nos. 201, 202, 204, 205, 206, 211, 212, 213, 214, 215, 216, 217, 218, 253, 254, 255, 256, 257, 258, 259, 260, 261, and 270, Permittee ID Nos. BCWUF-1, BCWUF-2, BCWUF-4, BCWUF-5, BCWUF-6, BCWI-1, BCWI-2, BCWI-3, BCWI-4, BCWI-5, BCWI-6, BCWI-7, BCWI-8, BCW-SMW-2, BCW-IMW-2, BCW-UFMW-2, BCW-SMW-3, BCW-IMW-3, BCW-UFMW-3, BCW-SMW-4, BCW-IMW-4, BCW-UFMW-4, and BCW-RG-1 on an original blue line aerial (the Permittee may use the District GIS maps from the website) with a minimum scale of 1" = 800' or by latitude/longitude. If the latitude and longitude are provided, the Permittee shall include instrumentation used to determine the data (537)
36. The Permittee shall install and maintain a continuous recording rain gauge District ID No. 270, Permittee ID No. BCW-RG-1 in the area around wastewater treatment plant. Total daily rainfall shall be recorded at this station in inches to one-hundredth of an inch and submitted to the District online or District forms on or before the tenth day of the following month. The reporting period for these data shall begin on the first day of each month and end on the last day of each month. (255)
37. The Permittee shall install and maintain a District-approved staff gauge in the water bodies at the location(s) specified by latitude and longitude below and report measurements of water levels referenced to the National Geodetic Vertical Datum 1929, at the frequency indicated. Instructions for installation of the staff gauge, and for recording and reporting the data are given in Exhibit B, Water Level Instructions, attached to and made part of this permit.

District ID Nos. 271, 272, and 273, Permittee ID Nos. BCW-SG-W1, BCW-CW-W1, and BCW-EW-W1 to measure

wetland water levels in wetland 1 located at lat. 82°29'08"/Long. 27°34'41", on a monthly basis.

District ID Nos. 274, 275, and 276, Permittee ID Nos. BCW-SG-W2, BCW-CW-W2, and BCW-EW-W2 to measure wetland water levels in wetland 2 located at lat. 82°28'34"/Long. 27°34'26", on a monthly basis.

District ID Nos. 277, 278, and 279, Permittee ID Nos. BCW-SG-W3, BCW-CW-W3, and BCW-EW-W3 to measure wetland water levels in wetland 3 located at lat. 82°28'46"/Long. 27°34'44", on a monthly basis. (761)

38. By April 1 of each year of the permit term for the preceding calendar year (January 1 - December 31), the Permittee shall submit updates to the Environmental Management Plan (EMP) entitled Manatee County – North County Wellfield Hydrobiological and Wetlands Monitoring Plan, dated April 10, 2012 that was submitted in support of this permit. Reports shall be submitted to the Water Use Permit Bureau. Any color part of the report that is scanned shall be scanned in color. The report shall include the following sections:

Data Summary Section

The data summary section for all the monitor sites included in the WMP shall be included in the EMP Report. The Data Summary Section shall contain updates to the status of proposed monitor sites, updates to proposed locations and elevations if any, and all raw data required by condition of this permit from each environmental monitor site, District ID No(s). 270, 271, 272, 273, 274, 275, 276, 277, 278, and 279, Permittee ID Nos. BCW-RG-1, BCW-SG-W1, BCW-CW-W1, BCW-EW-W1, BCW-SG-W2, BCW-CW-W2, BCW-EW-W2, BCW-SG-W3, BCW-CW-W3, and BCW-EW-W3. This section shall include essential graphs, tables, and text, with little or no data interpretation.

Interpretive Section

An Interpretive Section shall be included with the Data Summary Section submitted for past years and one update six months prior to the expiration date of this permit. The Interpretive Section shall present the Permittee's analyses and interpretation of pumpage data, wetland water levels, Hawthorn and Floridan aquifer water level data, and other data collected pursuant to the EMP submitted in support of this permit as it relates to environmental conditions in the vicinity of the wellfield. This section shall also address investigations and analyses of relationships between water level fluctuations, actual wellfield pumpage, atmospheric conditions, and drainage factors relative to the environmental condition of designated wetlands.

Soils

Documentation of soils in the EMP network shall be provided one time at the initiation of monitoring to establish baseline conditions. This documentation shall include field verification of the soil type as reported in the NRCS county soil survey, whether they are hydric or not, degree of soil moisture (desiccation to inundation), and general condition (fissuring, subsidence, etc.). A summary of the soils determination shall be included in the initial annual monitoring report.

Wetland Vegetative Assessment

This Section shall include annual analysis of changes to percent cover of dominant and subdominant species using the Wetland Assessment Procedure (WAP) field form instruction manual and WAP field form that may have occurred to designated representative (test) wetlands (those that potentially may be adversely impacted by groundwater pumping authorized by this permit) and reference wetlands (those similar to the potentially impacted wetlands but can be reasonably expected to not be adversely affected by the pumping).

Aerial Photographic Analysis

The Permittee shall utilize color infrared and natural color aerial photographs of the wellfield area to detect and document changes to the vegetation and/or the hydrology of wetlands, lakes or streams that occurred during the reporting period relative to the previous reporting period aerial photographs. Any additional photographs taken in support of the aerial photographic analysis as well as the interpretation of the photographs shall be dated and included in the report. The Permittee may utilize prints of the District's color, infra-red, aerial photographs of the pertinent year. These are available in electronic format from the District Mapping and GIS Section upon request and provision of an external hard drive. If submitted electronically, the interpreted aerial photograph shall be scanned in color. If submitted in hardcopy, the interpreted aerial photographs shall be on a scale of 1 inch = 2000 or finer.

Outstanding Data Not Previously Submitted

If there is or was previously collected hydrologic and environmental data from any site at the wellfield that was not submitted in support of the application for this permit, such data shall be included with the first report submitted.

Environmental Mitigation

The Permittee shall document whether or not adverse environmental impacts due to pumpage were detected during the reporting period. If such impacts were detected, the Permittee shall specify and describe when and where mitigation actions were undertaken to mitigate the impacts. A quantitative (with respect to acreage) and qualitative (with respect to wetland health and function) assessment of the success of such mitigation actions shall be included. If an action was deemed unsuccessful by either the Permittee or the District, the Permittee shall include proposed alternative actions for the situation.

Monitoring Plan Status

This section shall include any proposed changes to the monitoring plan, with appropriate supporting documentation. The Permittee shall submit an application to modify the water use permit within 60 days of District approval of any proposed changes to the monitoring plan. (287)

39. Within 90 days of the completion of the following proposed monitor well(s) or piezometer(s), the Permittee shall record water levels to National Geodetic Vertical Datum 1929 (NGVD 29) and report them to the District at the frequency listed for the interval, aquifer system, or geologic formation listed. The monitor well(s) or piezometer(s) shall be surveyed by a surveyor licensed in the State of Florida and referenced to NGVD 29, and a certified survey indicating the datum reference shall be submitted with the first water level data report. To the maximum extent possible, water levels shall be recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency noted. The readings shall be reported online via the Permit Information Center at the District website, (www.watermatters.org/permits/epermitting/), or mailed in hardcopy on District-provided forms to the address given in this permit for mailing data and reports on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.

District ID Nos. 250, 253, 256, and 259, Permittee ID Nos. BCW-SMW-1, BCW-SMW-2, BCW-SMW-3, and BCW-SMW-4 to monitor the surficial aquifer on a daily basis.

District ID Nos. 251, 254, 257, and 260, Permittee ID Nos. BCW-IMW-1, BCW-IMW-2, BCW-IMW-3, and BCW-IMW-4, to monitor the intermediate aquifer on a daily basis.

District ID Nos. 252, 255, 258, and 261, Permittee ID Nos. BCW-UFMW-1, BCW-UFMW-2, BCW-UFMW-3, and BCW-UFMW-4, to monitor the Upper Floridan aquifer on a daily basis. (755)

40. Water quality samples from the monitor sites listed below shall be collected and analyzed for the parameter(s) specified at the frequency indicated. For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part to this permit.

Proposed District ID Nos. 251, 252, 254, 255, 257, 258, 260, and 261, Permittee ID Nos. BCW-IMW-1, BCW-UFMW-1, BCW-IMW-2, BCW-UFMW-2, BCW-IMW-3, BCW-UFMW-3, BCW-IMW-4, and BCW-UFMW-4, for chloride, sulfate, and total dissolved solids, on a quarterly basis (February, May, August, November), with first analyzed sample due within 90 days of completion of the monitor site or per the first reporting period as given in Exhibit B after completion of the monitor site. (750)

41. Water quality samples from the withdrawal points listed below shall be collected after pumping the withdrawal point at its normal rate for a pumping time specified below, or to a constant temperature, pH, and conductivity. The frequency of sampling per water quality parameter is listed in the table according to the withdrawal point. The recording and reporting shall begin according to the first sample date for existing wells and shall begin within 90 days of completion of any proposed wells. Samples shall be collected whether or not the well is being used unless infeasible. If sampling is infeasible, the Permittee shall indicate the reason for not sampling on the water quality data form or in the space for comments in the WUP Portal for data submissions. For sampling, analysis

and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.

Proposed District ID Nos. 201, 202, 203, 204, 205, 211, 212, 213, 214, 215, 216, 217, and 218, Permittee ID Nos. BCWUFW-1, BCWUFW-2, BCWUFW-3, BCWUFW-4, BCWUFW-5, BCWI-1, BCWI-2, BCWI-3, BCWI-4, BCWI-5, BCWI-6, BCWI-7, and BCWI-8 for chloride, sulfate, and total dissolved solids, after a minimum pumping time of 20 minutes on a monthly basis, with first analyzed sample due within 90 days of completion of the withdrawal point or per the first reporting period as given in Exhibit B after completion of the monitor site. (752)

42. The Permittee shall submit an Annual Wellfield Report that is a comprehensive but concise assessment of the water resources of the Buffalo Creek Wellfield area based on the subject areas listed below. This report shall concisely summarize the elements listed below, with emphasis on the interactions between these elements, where appropriate. Data sources shall be referenced, but no raw data shall be included in the report. Only essential text, graphs, and tables should be included in the report. Reports shall be submitted to the Water Use Permit Bureau, by August 1 of each year. Any color part of the report that is scanned shall be scanned in color. The report shall cover all activities and conditions pertaining to North County Wellfield and service area for the preceding calendar year (January 1 to December 31). The specific elements of this report are listed below:

Hydrologic Analyses

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

Wellfield Operation

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

Water Quality Monitoring

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

Water Level Monitoring

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

Capital Improvement Program Status

A summary of completed water supply system improvements shall be provided. In addition, an update to any documented system weaknesses or anticipated system improvements shall be described.

Water Treatment Efficiency

A description of efforts to improve water treatment efficiency shall be included. This shall include good faith efforts undertaken in its infrastructure planning and implementation efforts. Opportunities during the prior year to replace water treatment-related infrastructure, including items such as change-outs to pressure vessels, piping, racks

(skids), and treatment membrane elements shall be discussed.

Investigation of Complaints

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

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

Wellfield Management Updates

The Permittee shall summarize the development, implementation, and events that may affect the approved wellfield management plan over the previous reporting period. If additional information became available that necessitates a change to the plan, the Permittee shall submit an application to modify the permit to effect the changes. (524)

43. The Permittee shall investigate alleged loss of reliable access to legal, existing withdrawal of ground water, damage to the ground water wells, or to pumps used to access legal, existing withdrawal of water within 5,000 feet of the property boundary that may have been caused by the Permittee's ground water withdrawals. Instructions for the complaint handling and possible mitigation procedure are given in Exhibit B, Well Complaint Instructions, attached to and made part of this permit. (443)
44. The Permittee shall submit an Annual Net Benefit Report in support of the new Floridan quantities established by this permit for the Buffalo Creek Wellfield. The reporting period shall be the previous calendar year (January 1 to December 31). The report shall include the following elements in narrative form, with appropriate tables and figures.

A summary of Floridan quantities approved for withdrawal at the Buffalo Creek Wellfield, effective January 1 of the reporting period.

A summary of the Net Benefit activities elsewhere within the Most Impacted Area which offset or otherwise mitigated those quantities, effective January 1 reporting period.

A detailed description of any modifications to reclaimed water deliveries (i.e., new, reduced, increased or discontinued) or other mitigation activities during the reporting period.

A summary of Floridan quantities proposed for withdrawal at the Buffalo Creek Wellfield, Effective December 31 of the reporting period.

A summary of the Net Benefit activities elsewhere within the Most Impacted Area which will offset or otherwise mitigate those quantities, effective December 31 of the reporting period.

An updated groundwater flow model in support of the proposed Floridan quantities shall be prepared if there are any changes in, or redistribution of, offsetting reclaimed water deliveries or other mitigation activities. The most up-to-date version of the District Wide Regional Model shall be used, without modification of default parameters unless approved by District staff. Any such modifications of default parameters will be summarized, and supporting documentation for the changes will be provided.

The Permittee shall coordinate any changes in Net Benefit activities with District staff during the reporting period. The report shall be submitted to the Water Use Permit Bureau Chief by April 1, each year. The Permittee shall prepare the report in consultation with District staff. (487)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

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

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

Exhibit B
Instructions

METERING INSTRUCTIONS

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

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

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

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

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

7. Broken or malfunctioning meter:

A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.

B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.

C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

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

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

FLOW METER ACCURACY TEST INSTRUCTIONS

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

A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.

B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.

C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.

D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.

E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WATER QUALITY INSTRUCTIONS

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

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

Frequency
Weekly
Quarterly
Semi-
annually
Monthly

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

WATER LEVEL INSTRUCTIONS

The staff gauge(s) shall be surveyed according to instructions given on the District website and referenced to the North American Vertical Datum 1988, and a copy of the survey indicating the datum reference shall be submitted with the first water level data report. The staff gauge(s) shall be scaled in one-tenth foot increments and shall be sized and placed so as to be clearly visible from an easily accessible point of land. Water levels shall be recorded on a frequency as indicated in the table provided in the special condition and reported to the Water Use Permit Bureau , online via the WUP Portal at the District website or in hardcopy on District-provided forms on or before the tenth day of the following month. To the maximum extent possible, water levels shall be recorded on a regular schedule as indicated in the recording timetable below. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.

Water Level Recording Timetable

Frequency Daily Weekly Monthly Quarterly

Recording Schedule Same time of each day Same day of each week Same week of each month

Same week of months specified

WELL COMPLAINT INSTRUCTIONS

The permittee shall adhere to the following process for handling water resource, surface or ground water withdrawal point impact, dewatering complaints, or discharge/seepage of water from their property:

1. Within 48 hours of a complaint received by the Permittee related to their withdrawal or use of water or dewatering activity, the Permittee shall notify the District, perform a preliminary investigation to determine whether the Permittee's pumpage, dewatering activity, or discharge/seepage from their property may have caused the problem.
2. If this preliminary assessment indicates that the Permittee may be responsible, the Permittee shall, within 72 hours of complaint receipt, supply the complainant with any water necessary for health and safety purposes, such as drinking water.
3. If the resulting investigation determines that the Permittee was not responsible for the well problem, the Permittee shall document the reasons for this determination.
4. If the detailed investigation confirms that the complainant's problem was caused by the Permittee's pumpage, dewatering, or discharge or water impoundment activities:
 - A. The complainant's problem shall be fully corrected within 15 days of complaint receipt.
 - B. Impacts to wells: Full correction shall be restoration of the complainant's well to pre-impact condition or better, including the aspects of pressure levels, discharge quantity, and water quality. This detailed investigation shall include, but not be limited to, an analysis of water levels and pumpage impacts at the time of the complainant's problem, well and pump characteristics including depths, capacity, pump curves, and irrigation system requirements.
5. The Permittee shall file a report of the complaint, the findings of facts, appropriate technical data, and any mitigating action taken or to be taken by the Permittee, to the Water Use Permit Bureau Chief, for review and approval within 20 days of the receipt of any complaint. The report shall include:
 - A. The name and address of each complainant;
 - B. The date and nature of the complaint;
 - C. A summary of the Permittee's investigation;
 - D. A summary of the Permittee's determination, including details of any mitigation activities; and
 - E. Cost of mitigation activity for each complaint.

6. A copy of the report shall be sent to the complainant within 20 days of complaint receipt.

WELL CONSTRUCTION INSTRUCTIONS

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

1. All well casing (including liners and/or pipe) must be sealed to the depth specified in the permit condition in accordance with requirements per Chapter 40D-3, Florida Code and/or any specific requirements of an associated Well Construction Permit.
2. The proposed well(s) shall be constructed of materials that are resistant to degradation of the casing/grout due to interaction with the water of lesser quality.
3. A minimum of twenty (20) feet overlap and two (2) centralizers is required for Public Supply wells and all wells six (6) inches or more in diameter.
4. Any variation from estimated, maximum or minimum total depths; maximum or minimum casing depths; well location or casing diameter specified in the condition requires advanced approval by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.
5. The Permittee is notified that a proposal to significantly change any of these well construction specifications may require permit modification if the District determines that such a change would result in significantly greater withdrawal impacts than those considered for this Permit.
6. The finished well casing depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.

ANNUAL REPORT SUBMITTAL INSTRUCTIONS

The "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), is designed to assist the Permittee with the annual report requirements, but the final authority for what must be included in the Water Use Annual Report is in this condition and in these instructions. Two identical copies of the "Public Supply Water Use Annual Report Form" and two identical copies of all required supporting documentation shall be included if submitted in hard copy. "Identical copy" in this instance means that if the original is in color, then all copies shall also be printed in color. If submitted electronically, only one submittal is required; however, any part of the document that is in color shall be scanned in color.

1. **Per Capita Use Rate** - A per capita rate for the previous calendar year will be progressively calculated until a rate of 150 gpd per person or less is determined whether it is the unadjusted per capita, adjusted per capita, or compliance per capita.

The calculations shall be performed as shown in Part A of the Form. The Permittee shall refer to and use the definitions and instructions for all components as provided on the Form and in the Water Use Permit Applicant's Handbook Part B. Permittees that have interconnected service areas and receive an annual average quantity of 100,000 gpd or more from another permittee are to include these quantities as imported quantities. Permittees in the Southern Water Use Caution Area (SWUCA) or the Northern Tampa Bay Water Use Caution Area (NTBWUCA), as it existed prior to October 1, 2007, shall achieve a per capita of 150 gpd or less, and those in these areas that cannot achieve a compliance per capita rate of 150 gpd or less shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance. Permittees not in a Water Use Caution Area that cannot achieve a compliance per capita rate of 150 gpd or less by December 31, 2019 shall submit this same report in the Annual Report due April 1, 2020.

2. **Residential Use** - Residential water use consists of the indoor and outdoor water uses associated with each category of residential customer (single family units, multi-family units, and mobile

homes), including irrigation uses, whether separately metered or not. The Permittee shall document the methodology used to determine the number of dwelling units by type and the quantities used. Estimates of water use based upon meter size will not be accepted. If mobile homes are included in the Permittees multi-family unit category, the information for them does not have to be separated. The information for each category shall include:

- A. Number of dwelling units per category,
 - B. Number of domestic metered connections per category,
 - C. Number of metered irrigation connections,
 - D. Annual average quantities in gallons per day provided to each category, and
 - E. Percentage of the total residential water use provided apportioned to each category.
3. **Non-Residential Use** - Non-residential use consists of all quantities provided for use in a community not directly associated with places of residence. For each category below, the Permittee shall include annual average gpd provided and percent of total non-residential use quantities provided. For each category 1 through 6 below, the number of metered connections shall be provided. These non-residential use categories are:
- A. Industrial/commercial uses, including associated lawn and landscape irrigation use,
 - B. Agricultural uses (e.g., irrigation of a nursery),
 - C. Recreation/Aesthetic, for example irrigation (excluding golf courses) of Common Areas, stadiums and school yards,
 - D. Golf course irrigation,
 - E. Fire fighting, system testing and other accounted uses,
 - F. K-through-12 schools that do not serve any of the service area population, and
 - G. Water Loss as defined as the difference between the output from the treatment plant and accounted residential water use (B above) and the listed non-residential uses in this section.
4. **Water Audit** - The water audit report that is done because water losses are greater than 10% of the total distribution quantities shall include the following items:
- A. Evaluation of:
 - 1) leakage associated with transmission and distribution mains,
 - 2) overflow and leakage from storage tanks,
 - 3) leakage near service connections,
 - 4) illegal connections,
 - 5) description and explanations for excessive distribution line flushing (greater than 1% of the treated water volume delivered to the distribution system) for potability,
 - 6) fire suppression,
 - 7) un-metered system testing,
 - 8) under-registration of meters, and
 - 9) other discrepancies between the metered amount of finished water output from the treatment plant less the metered amounts used for residential and non-residential uses specified in Parts B and C above, and
 - B. A schedule for a remedial action plan to reduce the water losses to below 10%.
5. **Alternative Water Supplied other than Reclaimed Water** - Permittees that provide Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) shall include the following on Part D of the Form:
- A. Description of the type of Alternative Water Supply provided,
 - B. County where service is provided,
 - C. Customer name and contact information,

- D. Customer's Water Use Permit number (if any),
- E. Customer's meter location latitude and longitude,
- F. Meter ownership information,
- G. General customer use category,
- H. Proposed and actual flows in annual average gallons per day (gpd) per customer,
- I. Customer cost per 1,000 gallons or flat rate information,
- J. Delivery mode (e.g., pressurized or non-pressurized),
- K. Interruptible Service Agreement (Y/N),
- L. Month/year service began, and
- M. Totals of monthly quantities supplied.

6. **Suppliers of Reclaimed Water** - Depending upon the treatment capacity of the Permittees wastewater treatment plant, the Permittee shall submit information on reclaimed water supplied as follows:

A. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd shall utilize the "SWFWMD Annual Reclaimed Water Supplier Report" in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09). The "SWFWMD Annual Reclaimed Water Supplier Report" is described in Section 3.1 of Chapter 3, under the subheading "Reclaimed Water Supplier Report" and is described in detail in the Water Use Permit Applicant's Handbook Part B.

B. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd can either utilize the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part

(1) above or provide the following information on Part E of the Form:

- 1) Bulk customer information:
 - a) Name, address, telephone number,
 - b) WUP number (if any),
 - c) General use category (residential, commercial, recreational, agricultural irrigation, mining),
 - d) Month/year first served,
 - e) Line size,
 - f) Meter information, including the ownership and latitude and longitude location,
 - g) Delivery mode (pressurized, non-pressurized).
- 2) Monthly flow in gallons per bulk customer.
- 3) Total gallons per day (gpd) provided for metered residential irrigation.
- 4) Disposal information:
 - a) Site name and location (latitude and longitude or as a reference to the service area map),
 - b) Contact name and telephone,
 - c) Disposal method, and
 - d) Annual average gpd disposed.

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

DRAFT

CONSENT AGENDA

November 18, 2025

Regulation Committee: Water Use Permit No. 20 004352.010, Tampa Bay Water / South Central Hillsborough Regional Wellfield (Hillsborough County)

This is a modification of an existing water use permit for public supply use. The authorized quantities have changed from the previous permit. This permit authorizes an annual average quantity increase from 24,950,000 gallons per day (gpd) to 26,821,400 gpd and the peak month quantity of 33,000,000 gpd remains unchanged. The increase in annual average is supported by a Net Benefit offset from Water Use permit numbers 20011181.018 and 20002714.015 retiring 523,300 gpd and 344,800 gpd, respectively. The authorized quantities are a component of the Tampa Bay Water regional system needed to meet the south-central Hillsborough County public supply demand. The quantities are based on demand projections which were calculated from population projections, historical pumpage data, and documented per capita water use rates. This permit is located within Hillsborough County within the Dover/Plant City and Southern Water Use Caution areas.

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

This permit application meets all Conditions for Issuance pursuant to Florida Administrative Code Rule 40D-2.301.

Benefits

Authorizes beneficial use of water supply for public supply use.

Strategic Plan

The District's Water Use Permit Program establishes effective conservation practices for authorized users.

Exhibits

Exhibit 1 – Permit

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

April D. Breton, Bureau Chief, Water Use Permit Bureau

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 004352.010**

PERMIT ISSUE DATE: November 18, 2025

EXPIRATION DATE: June 26, 2040

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

TYPE OF APPLICATION: Modification

GRANTED TO: Tampa Bay Water/Attn: Cathleen Beaudoin Jonas
2575 Enterprise Rd.
Clearwater, FL 33763

PROJECT NAME: South Central Hillsborough Regional Wellfield

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

COUNTY: Hillsborough

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

ANNUAL AVERAGE	26,821,400 gpd
PEAK MONTH ¹	33,000,000 gpd

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

ABSTRACT:

This is a modification of an existing water use permit for public supply use. The authorized quantities have changed from the previous permit. This permit authorizes an annual average quantity increase from 24,950,000 gallons per day (gpd) to 26,821,400 gpd and the peak month quantity of 33,000,000 gpd remains unchanged. The increase in annual average is supported by a Net Benefit from Water Use permit numbers 20011181.018 and 20002714.015. The authorized quantities are a component of the Tampa Bay Water regional system needed to meet the south-central Hillsborough County public supply demand. The quantities are based on demand projections which were calculated from population projections, historical pumpage data, and documented per capita water use rates. This permit is located in Hillsborough County within the Dover/Plant City and Southern Water Use Caution areas.

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

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>
Public Supply	26,821,400	33,000,000

USE TYPE

Regional Public Supply
System

WITHDRAWAL POINT QUANTITY TABLE

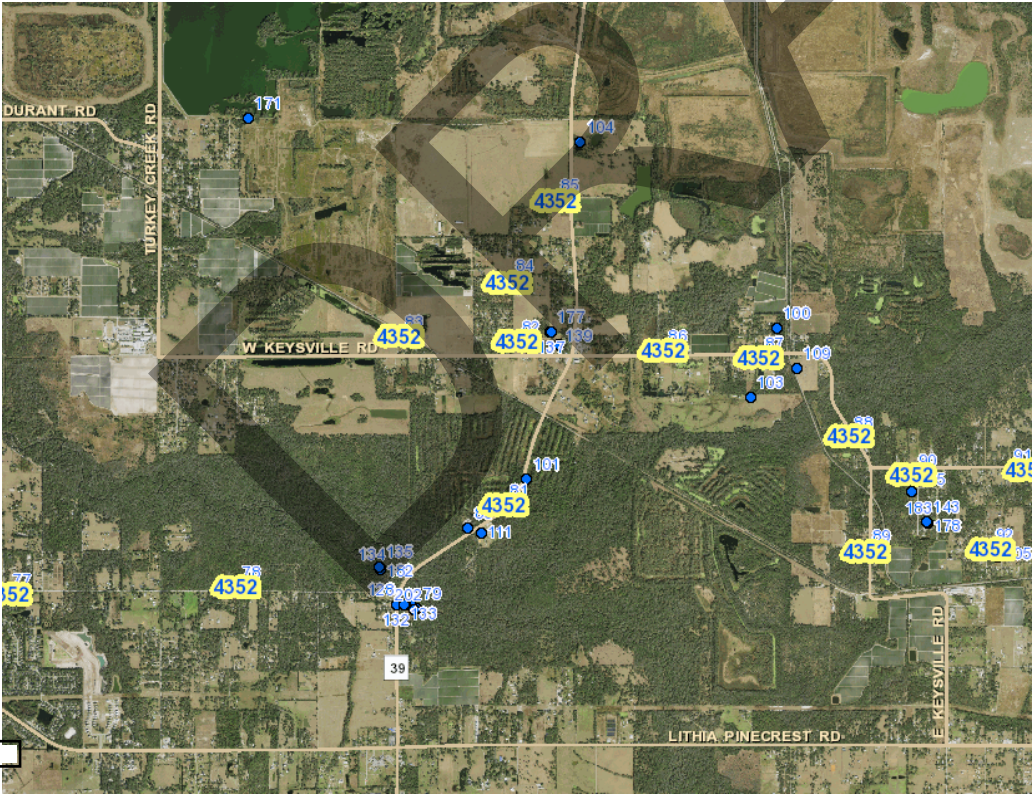
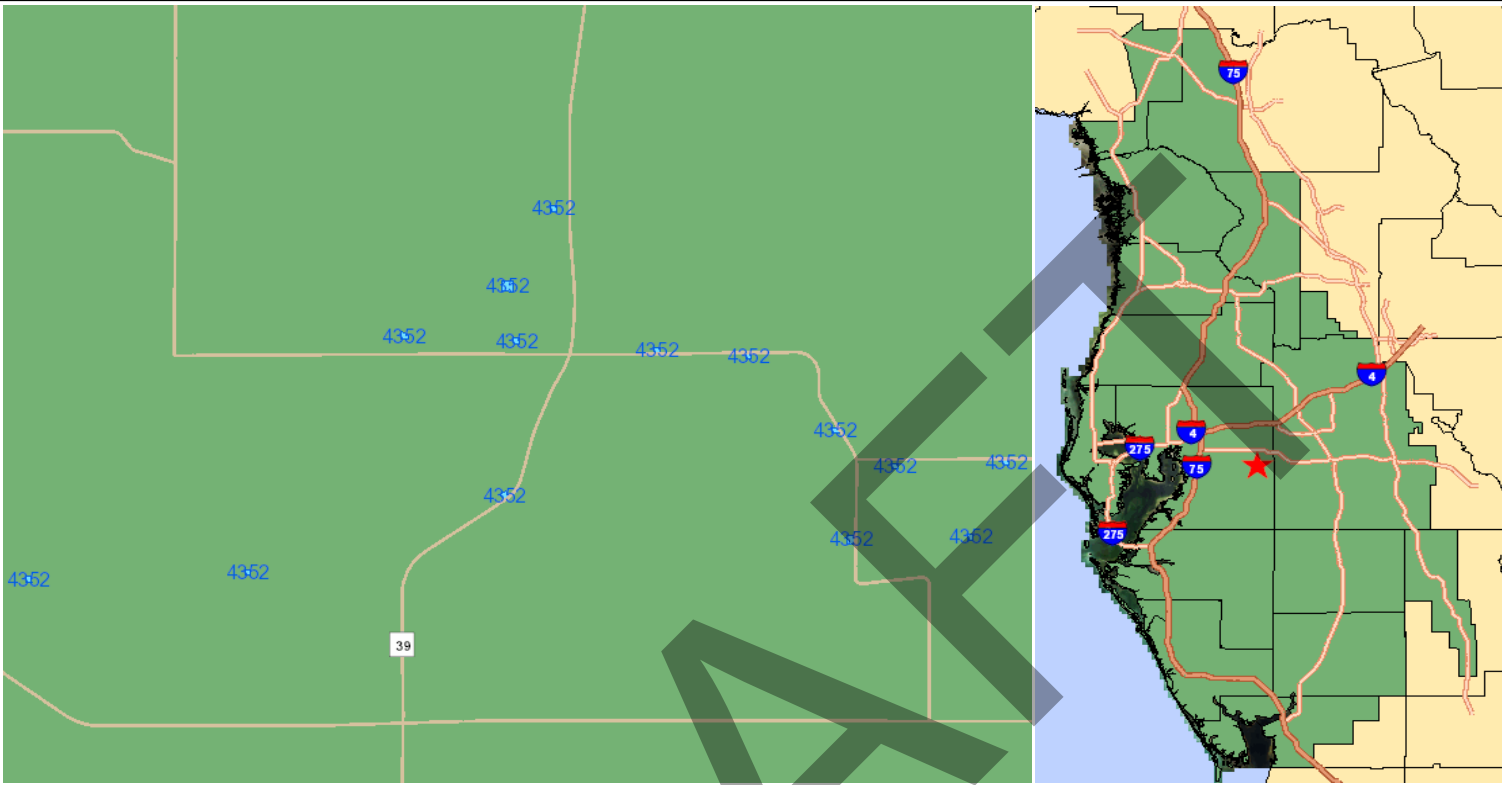
Water use from these withdrawal points are restricted to the quantities given below :

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>
SC-1 / 76	20	923 / 212	Public Supply	1,577,800	1,940,000
SC-2 / 77	20	910 / 200	Public Supply	1,577,800	1,940,000
SC-3 / 78	20	910 / 200	Public Supply	1,577,800	1,940,000
SC-4 / 79	20	918 / 211	Public Supply	1,577,800	1,940,000
SC-5 / 80	20	930 / 230	Public Supply	1,577,800	1,940,000
SC-6 / 81	20	930 / 210	Public Supply	1,577,700	1,940,000
SC-7 / 82	20	910 / 200	Public Supply	1,577,700	1,950,000
SC-8 / 83	20	560 / 200	Public Supply	1,577,700	1,940,000
SC-9 / 84	20	917 / 240	Public Supply	1,577,700	1,940,000
SC-10 / 85	20	920 / 200	Public Supply	1,577,700	1,940,000
SC-11 / 86	20	860 / 202	Public Supply	1,577,700	1,940,000
SC-12 / 87	20	905 / 210	Public Supply	1,577,700	1,940,000
SC-13 / 88	20	870 / 200	Public Supply	1,577,700	1,950,000
SC-14 / 89	20	905 / 212	Public Supply	1,577,700	1,940,000
SC-15 / 90	20	877 / 215	Public Supply	1,577,700	1,940,000
SC-16 / 91	20	910 / 240	Public Supply	1,577,700	1,940,000
SC-17 / 92	20	903 / 230	Public Supply	1,577,700	1,940,000

WITHDRAWAL POINT LOCATION TABLE

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

Location Map
Tampa Bay Water/Attn: Cathleen Beaudoin Jonas
WUP No. 20 004352.010



Legend

- DIDs
- WUP Boundary
- Natural Color Imagery

HILLSBOROUGH COUNTY

Southwest Florida
Water Management District

STANDARD CONDITIONS:

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

SPECIAL CONDITIONS:

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

All mailed reports and data are to be sent to:

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

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

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

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

Hydrologic Analyses

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

Wellfield Operation

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

Water Quality Monitoring

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

Water Level Monitoring

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

Capital Improvement Program Status

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

Investigation of Complaints

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

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

(524)

5. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
6. The Permittee shall comply with allocated quantities. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
7. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section

373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)

8. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID Nos. 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, and 92, Permittee ID Nos. SC-1, SC-2, SC-3, SC-4, SC-5, SC-6, SC-7, SC-8, SC-9, SC-10, SC-11, SC-12, SC-13, SC-14, SC-15, SC-16, and SC-17. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)
9. Water quality samples from the monitor sites listed below shall be collected and analyzed for the following constituents at the specified locations:

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

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

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

Production Wells

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

Floridan Aquifer Monitor Wells

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

Intermediate Aquifer Monitor Wells

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

District ID No. 145/Permittee ID No. SCH-15UIA at a depth of 120 feet.

Surficial Aquifer Monitor Wells

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

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

Surface Water Monitor Sites

District ID No. 109/Permittee ID No. NPRONG (North Prong – Alafia River new Keyville)

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

District ID No. 111/Permittee ID No. AR39 (Alafia River at CR39/Alderman)

District ID No. 112/Permittee ID No. LS (Lithia Springs, Major)
(750)

10. The Permittee shall continue to maintain the monitor well(s) or piezometer(s) listed below, monitor water levels using a calibrated electronic device (pressure transducer or equivalent) and report them to the District at the frequency listed for the interval, aquifer system, or geologic formation listed. Water levels shall be recorded relative to North American Vertical Datum 1988. The readings shall be reported online via the WUP Portal at the District website (www.watermatters.org) or mailed in hardcopy on District-provided forms to the Water Use Permit Bureau on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. The Permittee shall have the elevation of the measuring point on each well listed surveyed to the specified datum, and a copy of the certified survey report for the wells listed shall be included with the first data submittal.

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

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

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

(756)

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

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

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

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

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

12. Should flows from Lithia Springs be reduced to such a degree that The Mosaic Company's (Mosaic) withdrawals from Lithia Springs are adversely impaired, and Mosaic requests that the Permittee provide 120

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

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

(991)

13. Tampa Bay Water shall minimize withdrawals authorized pursuant to this permit to the greatest extent practicable when a frost/freeze event is imminent. This effort shall consider modifying the production schedules of the Permittee's other water supply sources, subject to all regulatory requirements applicable to those sources, in order to meet water supply demands authorized to be met through this permit. This effort shall be undertaken upon written notice from the District to the Permittee that a frost/freeze event is imminent. Technical, environmental, economic, and system reliability factors will be considered by the Permittee in determining the extent to which withdrawals authorized pursuant to this permit can and will be reduced. During the time period of a regional frost/freeze event, the Permittee's complaint investigation and mitigation obligations, as defined by Special Condition No. 14 of this permit, shall be held in abeyance. This time period shall begin upon the above written notice from the District and shall end on the fourth calendar day following the last day of near-freezing temperatures in the Dover/Plant City area. All complaints received by the Permittee during this time period within or in proximity to the Mitigation Area as defined by Special Condition No. 14 of this permit, shall be referred to the District for assignment to the responsible Permittee(s).

(992)

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

A. IMPACTS TO WATER WITHDRAWALS

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

I. The Mitigation Area is defined, at a minimum, as the area specified in Exhibit C of Modification Application No. 20004352.010, dated March 14, 2025. At the time of permit issuance, the Mitigation Area, within which mitigation of water withdrawal complaints is required for certain facilities, is delineated in Exhibit C. If the withdrawal quantities are reduced from the South-Central Hillsborough Regional Wellfield or the Permittee's Good Neighbor Policy is amended, the Mitigation Area may be subsequently altered following District approval of a revised Mitigation Area meeting the above criteria, as submitted by the Permittee.

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

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

IV. The Permittee is currently investigating domestic wells pursuant to Tampa Bay Water policy and shall continue mitigating domestic wells during the term of this permit pursuant to this rule, as amended by the Permittee from time to time. However, in no case shall the Permittee's well mitigation be less stringent than as set forth in this special condition.

V. The Permittee may elect to freely mitigate the complaint after the preliminary investigation without further investigation, or conduct a detailed investigation to determine if the Permittee caused the problem. This detailed investigation shall include, but not be limited to, an analysis of water levels and pumpage impacts at the time of the complainant's problem, withdrawal and pump characteristics including depths, capacity, pump curves, and irrigation system requirements. If this detailed investigation confirms that the complainant's problem was caused by the Permittee's withdrawals, the complainant's problem shall be fully corrected. In cases where water is unavailable to the complainant for public health and safety purposes, the complainant's problem shall be fully corrected as soon as possible, with restoration of essential domestic water supply within 15 days, and fully corrected within 30 days of complaint receipt, unless an extension of time is granted by the District. In cases of complaints where water is available to the complainant for public health and safety purposes, the complainant's problem shall be fully corrected as soon as possible, and within no more than 30 days of complaint receipt, unless an extension of time is granted by the District.

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

Water Quality Constituents and Standards:

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

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

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

VIII. If the resulting investigation determines that the Permittee was not responsible for the complainant's problem, the Permittee shall document the reasons for this determination. For complaints which are determined not to be eligible for mitigation through a detailed investigation, the Permittee shall submit in the monthly report the findings of facts, all information collected during the

investigation, and a summary explaining the Permittee's reasons for this determination. A copy of the report shall also be sent to the complainant concurrent with the report submitted to the District. Should the District decide that water quality data should be collected for well complaints, or that well water quality complaints should be mitigated under the requirements of this permit, the District shall provide the Permittee written notification of these requirements after consultation and discussion with the Permittee.

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

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

B. WATER RESOURCE AND LAND USE IMPACTS

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

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

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

C. DISTRICT DIRECTION REGARDING MITIGATION

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

(993)

15. The permitted annual average quantity of 26,821,400 gpd will decrease by 850,000 gpd to 25,971,400 gpd when the new regional system pipelines to the new Hillsborough County point of connection in Balm are placed in service. This pipeline is expected to be completed and in service by December 2028 and Tampa Bay Water shall submit a letter to the District within 30 days of this in-service date. The District will provide approval in writing to Tampa Bay Water the date upon which the annual average quantities decrease to 25,971,400 gpd.

(994)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

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

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

Exhibit B
Instructions

METERING INSTRUCTIONS

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

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

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

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

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

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

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

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

FLOW METER ACCURACY TEST INSTRUCTIONS

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

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

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

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

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

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

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

longer per test until consistent results are obtained.

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

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

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

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

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

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

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

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

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

WATER QUALITY INSTRUCTIONS

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

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

Frequency

Weekly

Quarterly

Semi-annually

Monthly

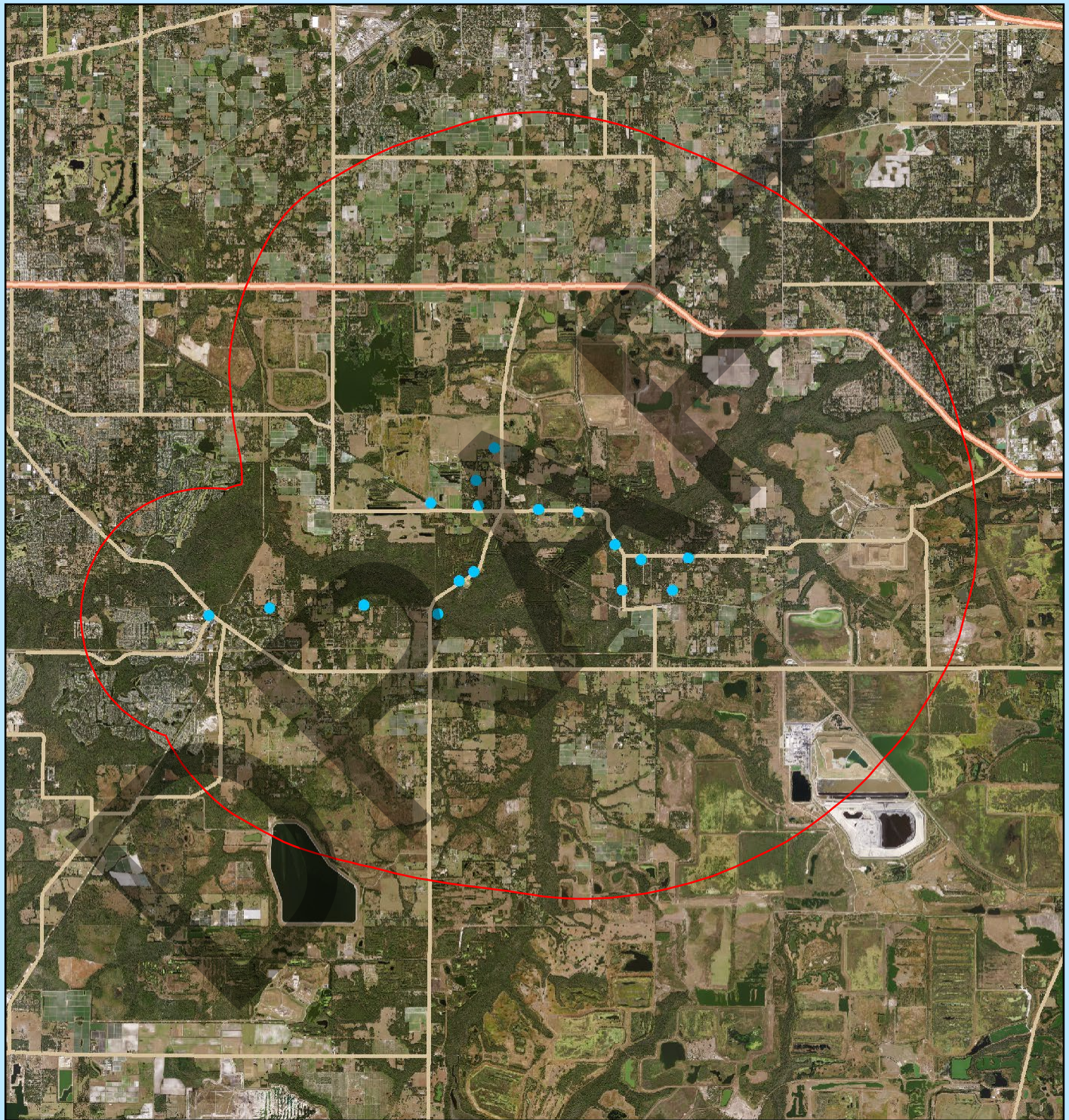
Timetable

Same day of each week

Same week of **February, May, August, November**Same week of **May, November**

Same week of each month

Exhibit C: Mitigation Investigation Area Water
Use Permit No. 20004352.010
South Central Hillsborough Regional Wellfield



Southwest Florida
Water Management District

Legend

- Mitigation Investigation Area
- Withdrawal Points

0 0.5 1 2 3 4 Miles

REG - WUP EVAL
November, 2025



Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

DRAFT

CONSENT AGENDA

November 18, 2025

Regulation Committee: Land Donation – Tallstone Enterprises LLC (Tallstone Parcel), SWF Parcel No. 20-013-135 (Highlands County)

Purpose

The purpose of this item is to recommend the Governing Board accept a 13.07 acre fee simple transfer of land (Tallstone Parcel) from Tallstone Enterprises LLC, SWF Parcel No. 20-013-135 in Highlands County, as wetland mitigation, pending final approval of Environmental Resource Permit No. 43044785.001, Tallstone Storage/Lowrance Commercial Plaza.

Background/History

The Tallstone Parcel consists of 13.07 acres of land located within the Lake Wales Ridge ecosystem and adjacent to the Jack Creek Project area that was acquired by the District in 1989 and reviewed under a 2005 District study called “A Plan for the Use and Management of the Jack Creek Project”. The Tallstone Parcel significantly contributes to 3 of the District’s 4 Area’s of Responsibility (AOR’s), protects approximately 1,000 feet of Jack Creek, and is adjacent to parcels previously accepted as mitigation in association with ERP No. 43030774.000. Jack Creek Preserve is currently managed by the Florida Fish and Wildlife Commission (FWC) under a management agreement with the District. The District’s acceptance of this land donation will complete the ERP application for ERP No. 43044785.001.

Benefits

The owner is donating this land to the District at no cost. By acceptance of this donation the District benefits achieved are flood control, water quality protection, and natural systems preservation. The FWC currently manages Jack Creek Preserve as part of the Lake Wales Ridge Wildlife Environmental Area (LWRWEA) and has agreed to add the Subject Parcel to their management plan.

Strategic Plan

This property supports the District’s Strategic Plan Land Management and Regulation Core Business Process.

Exhibits

Exhibit 1 – Location Map

Exhibit 2 – Site Map

Staff Recommendation:

- Approve acceptance of the land donation, pending final approval of ERP 43044785.001; and
- Authorize Staff to execute any other document necessary to complete the transaction in accordance with the approved terms.

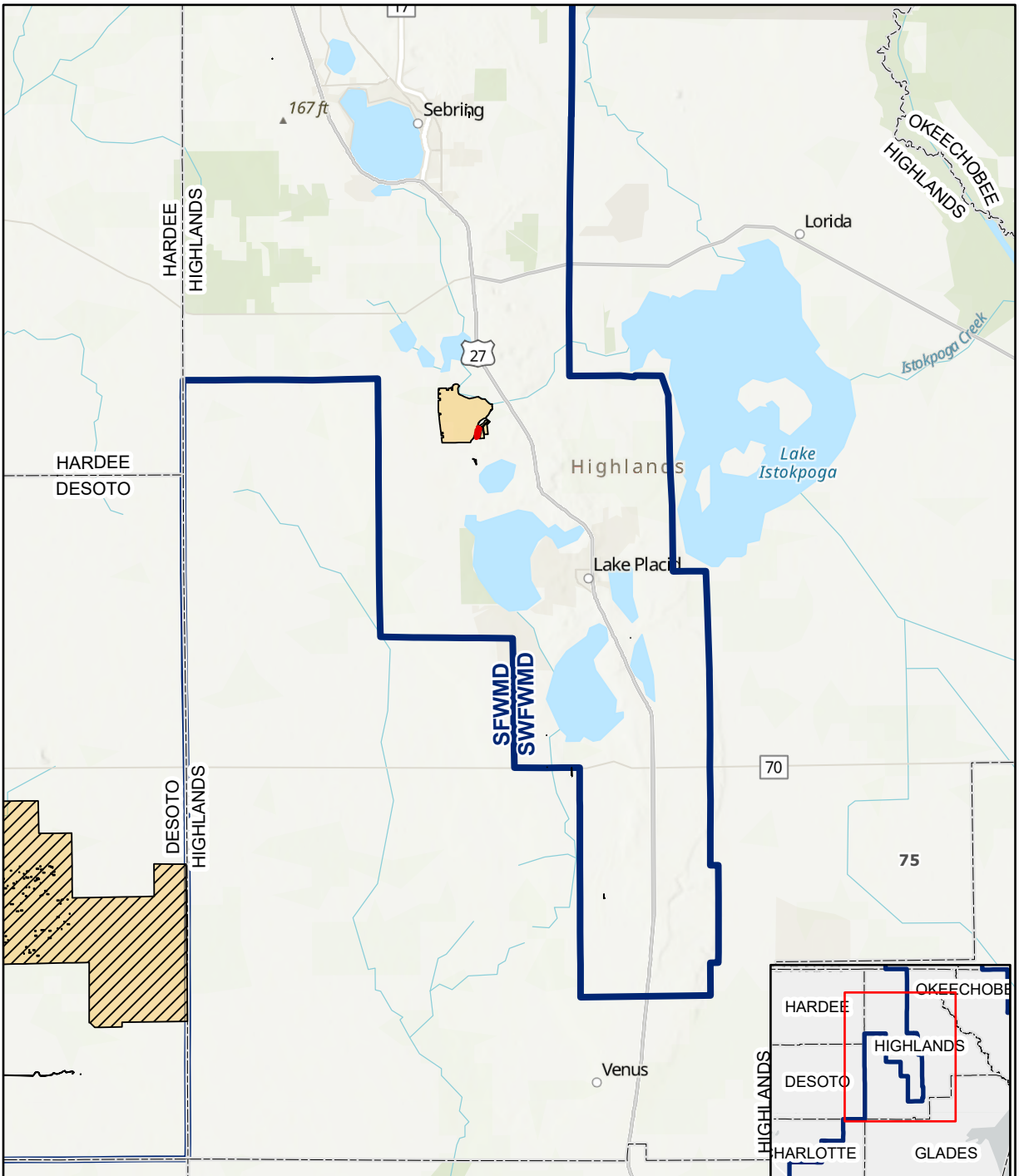
Presenters:

Cliff Ondercin, Environmental Manager, Environmental Resource Permit Bureau

Mike Singer, Real Estate Services Manager, Land Resources Bureau

Exhibit 1 - Location Map

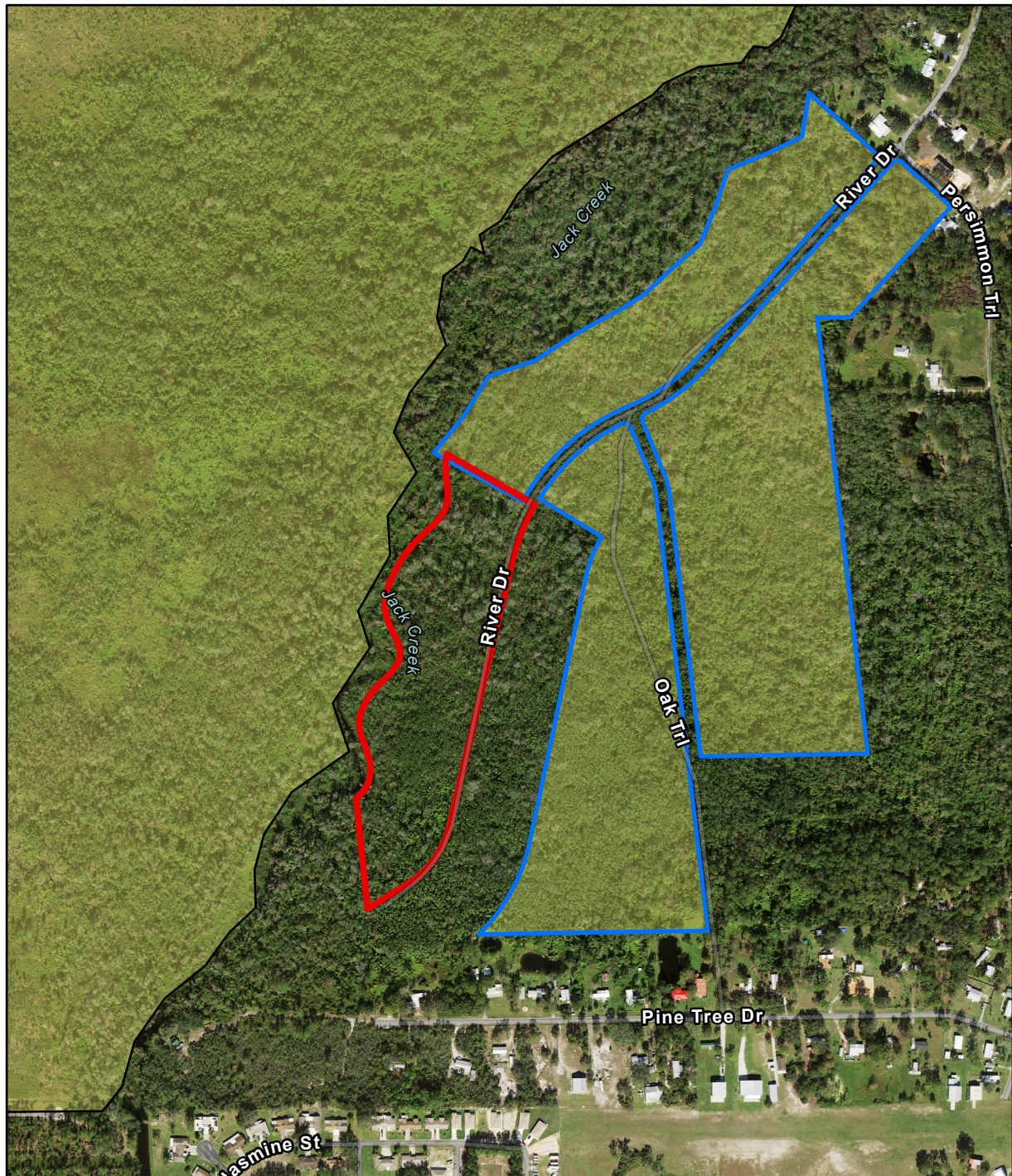
Tallstone Parcel SWF Parcel No. 20-013-135



Esri, CGIAR, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

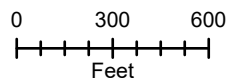
Southwest Florida
Water Management District

Exhibit 2 - Site Map
Tallstone Parcel SWF Parcel No. 20-013-135



Southwest Florida Water Management District, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- Tallstone Parcel SWF 20-013-135
- District Owned Lands Fee Simple
- Parcels Previously Accepted as Mitigation (ERP No. 43030774.000)



Southwest Florida
 Water Management District

CONSENT AGENDA

November 18, 2025

General Counsel's Report: Authorization to Issue Administrative Complaint and Order – Environmental Resource Violations; Unauthorized Activities – Placida Pointe Home Owners Association, Inc. (Charlotte County)

Placida Pointe Home Owner's Association, Inc. (Placida Pointe HOA) owns and operates the common areas of Placida Pointe Subdivision, located in Charlotte County, including three ponds and the berms and culvert structures that previously separated the ponds from Coral Creek.

On March 20, 2023, the District received a complaint from the Florida Department of Environmental Protection regarding unauthorized activities. On March 23, 2023, District staff conducted a site visit to the Placida Pointe Neighborhood and determined that unauthorized activities had occurred. Specifically, portions of three berms containing culverts that separate ponds in the Placida Pointe Neighborhood from Coral Creek had been dug through, mangrove trees had been removed, rip-rap material had been placed to stabilize the opening side banks, and an open water connection was created between the three ponds and Coral Creek. Portions of Coral Creek are located within the Gasparilla Sound – Charlotte Harbor Aquatic Preserve.

On April 18, 2023, District staff sent a Notice of Unauthorized Activities letter to Placida Pointe HOA. On October 23, 2023, Placida Pointe HOA submitted ERP Application No. 881056 to receive an after-the-fact authorization for the removal of the culverts and berms. The District sent a Request for Additional Information (RAI) on November 21, 2023, which required Placida Pointe HOA to address long-term water quality impacts of the unauthorized activities that adversely impacted water quality standards. Additionally, Placida Pointe HOA was required to demonstrate that its construction activity would comply with current water quality rules and regulations. Placida Pointe HOA failed to respond to the District's RAI, and on November 6, 2024, the District sent a Final Notice of Unauthorized Activities letter to Placida Pointe HOA. After receiving no response, the District then issued a Notice of Intent to Deny Application to Placida Pointe HOA on February 7, 2025. On April 7, 2025, Placida Pointe HOA withdrew ERP Application No. 881056.

On April 2, 2025, the Office of General Counsel (OGC) sent an initial Notice of Violation letter to Placida Pointe HOA. On April 29, 2025, OGC sent a Second Notice of Violation to Placida Pointe HOA. Despite numerous discussions between District Staff and Placida Pointe HOA's representatives and engineers, no solution has been reached, and the unauthorized activities remain uncorrected.

The above-described activities constitute violations of Section 373.413, Florida Statute ("Fla. Stat."), and Rule 62-330.020(2), Florida Administrative Code ("F.A.C."), which requires a permit prior to the construction, alteration, operation, maintenance, removal, or abandonment of any regulated activities. It also violates Section 373.430, Fla. Stat., to fail to obtain a permit required under Chapter 373, Part IV, Fla. Stat., or any rule promulgated thereunder. Furthermore, Placida Pointe HOA has failed to provide reasonable assurance that conditions for issuance have been met, violating Rules 62-330.060(2) and 62-330.301(1), F.A.C.

Strategic Plan

This Administrative Complaint and Order supports the District's Core Business Processes by ensuring compliance with Florida law in District enforcement procedures and promoting consistency and efficiency for Regulation.

Exhibits

None.

Staff Recommendation:

1. Authorize District staff to issue an Administrative Complaint and Order to Placida Pointe Home Owner's Association, Inc., and any other necessary party to obtain compliance with District rules.
2. Authorize District staff to initiate an action in Circuit Court against Placida Pointe Home Owner's Association, Inc., and any other necessary party to recover a civil penalty/administrative fine, enforcement costs, litigation costs, and attorney's fees, if appropriate.
3. Authorize District staff to obtain compliance with the terms of the Administrative Complaint and Order in Circuit Court, if necessary.

Presenter:

Taylor Greenan, Attorney, Office of General Counsel

CONSENT AGENDA

November 18, 2025

Executive Director's Report: Approve Governing Board Minutes – October 28, 2025

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING
TUESDAY, OCTOBER 28, 2025– 9:00 A.M.
2379 BROAD STREET, BROOKSVILLE, FLORIDA 34604
(352) 796-7211**

Board Members Present

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

*Attended via Electronic Media

Board Members Absent

John Mitten, Chair

Staff Members

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

Board Administrative Support

Virginia Singer, Manager
Lori Manuel, Administrative Coordinator

1. Convene Public Meeting

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting on October 28 at 9:00 a.m., in the Brooksville Office at 2379 Broad Street, Brooksville, Florida 34604. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

Vice Chair Jack Bispham 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. Vice Chair Bispham stated that anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should complete and submit a "Request to Speak" card. He stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. Vice Chair Bispham also requested that several individuals requesting to speak on the same topic designate a spokesperson. He introduced each member of the Governing Board and staff present at the dais (this served as roll call). A quorum was confirmed.

1.2 Invocation and Pledge of Allegiance

Board Member Robert Stern offered the invocation and the Pledge of Allegiance.

1.3 Employee Recognition

Vice Chair Bispham recognized Ms. Tamera McBride for her milestone service with the District.

1.4 Additions/Deletions to Agenda

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

1.5 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddis, Jr., spoke regarding Florida Supreme Case 96-332 related to reclaimed water.

Mr. David Gore spoke regarding hydrologic concerns.

Consent Agenda

Finance/Outreach & Planning Committee

2.1 Office of Inspector General Performance Measures

Staff recommended the Board approve the OIG performance measures.

2.2 Resolution to Request Disbursement of Funds from the Land Acquisition Trust Fund for Land Management

Staff recommended the Board approve Resolution 25-13, Request to the Florida Department of Environmental Protection for Disbursement of Funds from the Land Acquisition Trust Fund for Land Management.

Resource Management Committee

2.3 FARMS – Bethel Farms, LLLP – Lily Grove – H836 (DeSoto County)

Staff recommended the Board:

1. Approve the Bethel Farms, LLLP – Lily Grove project for a not-to-exceed project reimbursement of \$274,067 provided by the Governing Board;
2. Authorize the transfer of \$274,067 from fund 010 H017 Governing Board FARMS Fund to the H836 Bethel Farms, LLLP – Lily Grove project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

2.4 FARMS – Noble Ag, LLC – Lasso Citrus – H837 (Manatee County)

Staff recommended the Board:

1. Approve the Noble Ag, LLC – Lasso Citrus project for a not-to-exceed project reimbursement of \$97,151 provided by the Governing Board;
2. Authorize the transfer of \$97,151 from fund 010 H017 Governing Board FARMS Fund to the H837 Noble Ag, LLC – Lasso Citrus project fund;
3. Authorize the Division Director to sign the agreement.

2.5 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 2025 Priority List and Schedule for submission to DEP for review and approval as required by Chapter 373, F.S.

2.6 Knowledge Management: Springs Coast Steering Committee Governing Board Policy

Staff recommended the Board approve the changes to the Springs Coast Steering Committee Governing Board Policy.

Operations, Lands & Resource Monitoring Committee

2.7 Permanent Easement – ROMP TR5-3 Knights Trail Well Site – SWF Parcel No. 21-020-045 (Sarasota County)

Staff recommended the Board:

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

General Counsel's Report

2.8 Approval of Initiation of Dispute Resolution with Citrus County–Southwest Florida Water Management District v. Citrus County, et al. – Case No. 2025-CA-565 (Citrus County)

Staff recommended the Board authorize District staff to initiate the dispute resolution procedures prescribed by Chapter 164 of the Florida Statutes, by executing the attached Resolution.

2.9 Approval of Rulemaking to Amend Rules 40D-2.321 and 40D-2.331, Florida Administrative Code, to Promote the Use of Reclaimed Water and Encourage Quantifiable Potable Water Offsets, in Accordance with Section 373.250(9), Florida Statutes

Staff recommended the Board approve the proposed rule language to amend Rules 40D-2.321 and 40D-2.331, F.A.C., to add the proposed language shown in Exhibit A, in accordance with s. 373.250(9), F.S.

2.10 Interagency Agreement between South Florida Water Management District and Southwest Florida Water Management District – Designation of Regulatory Responsibility to Southwest Florida Water Management District for Grenelefe Residential Development (Polk County)

Staff recommended the Board approve the Interagency Agreement designating regulatory responsibility for the Project to the SWFWMD.

2.11 Approval of Settlement Agreement – Westchester Fire Insurance Company v. Southwest Florida Water Management District – Case No. 2025-CA-360 (Citrus County)

Staff recommended the Board:

1. Approve the proposed Settlement Agreement.
2. Authorize the General Counsel to execute all documents necessary to implement the Settlement Agreement and to make minor, non-substantive revisions as needed to correct errors or ensure consistency with the terms of the Agreement.

Executive Director's Report

2.12 Approve Fiscal Year 2026 Final Budget Hearing Minutes

Staff recommended the Board approve minutes as presented.

2.13 Approve Governing Board Minutes – September 23, 2025

Staff recommended the Board approve minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio – 00:14:41)

Finance/Outreach & Planning Committee

Vice Chair Bispham called the committee to order.

3.1 Consent Item(s) Moved to Discussion - None

3.2 Knowledge Management: Annual Review of Governing Board Policy, Investments

Mr. Brandon Baldwin, Business and Information Technology Services Division Director, presented the required annual overview of the District investment policy. He outlined historical information, statutory requirements, credit rating information, authorized investments, and performance measurements. Mr. Baldwin summarized modifications of the policy that have occurred since 2022. He stated there were no current changes proposed. Mr. Baldwin outlined future actions. He requested any comments from the Board be sent to him by November 7.

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

3.3 Investment Strategy Quarterly Update

Mr. John Grady, PTMA Financial Solutions, summarized the current economic forecast, which included Gross Domestic Product, inflation, consumer confidence, Federal Open Market Committee Dot Plot, jobs/unemployment rates, interest and rate expectations. Mr. Grady provided an overview of the District's investment portfolios.

Staff recommended the Board accept and place on file the District's Quarterly Investment Reports for the quarter ended September 30, 2025.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 00:39:30)

3.4 Development of Preliminary Budget for Fiscal Year 2027

Mr. Brandon Baldwin, Business and Information Technology Services Division Director, presented information regarding the development of the preliminary budget for Fiscal Year 2027. This included a timeline of the development process and required deadlines, Mr. Baldwin outlined budget assumptions for funding related to operating, projects, revenue, and fund balance. A growth forecast for Ad Valorem revenue was presented.

Staff recommended the Board approve the general budget assumptions as outlined on October 28, 2025, for development of the Preliminary Budget for FY2027.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 00:50:48)

3.5 Office of Inspector General Quarterly Update – July 1, 2025 to September 30, 2025

A Request to Speak card was received for this item.

Mr. David Gore spoke regarding communications with the Inspector General.

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

3.6 Budget Transfer Report

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

Operations, Lands and Resource Monitoring Committee

Board Member Robert Stern called the committee to order.

4.1 Consent Item(s) Moved to Discussion - None

4.2 Hydrologic Conditions Report

A Request to Speak card was received for this item.

Mr. David Gore spoke regarding science related to hydrology.

Ms. Tamera McBride, P.G., Hydrologic Data Manager, presented the Hydrologic Conditions report. Districtwide monthly rainfall has generally been below average. Hydrologic indicators are showing in the normal to below normal range and declining. Tampa Bay area water supply storage systems are initiating use of reserves. Ms. McBride provided information regarding rainfall, streamflow, groundwater levels, lake levels, public supply reservoirs and climate forecasts. She stated the near-term climate forecast indicates chances of above-normal temperatures and below-normal precipitation. The extended climate forecasts indicate the continuation of La Niña. A Phase 1 Water Shortage Order is under consideration. Ms. McBride responded to questions.

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

4.3 Bull Barn Road Timber Harvest Agreement

Mr. Allen Milligan, presented information regarding the proposed timber harvest agreement. This included District policy, procedures, and the land management plan for the Green Swamp Wilderness Preserve. He explained the land management programs supported by the District and the District timber management program and objectives. Mr. Milligan responded to questions.

Staff recommended the Board approve and execute the Bull Barn Road Timber Harvest Agreement No. 2026LMREV001.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:23:31)

Resource Management Committee

No items were presented for discussion.

5.1 Consent Item(s) Moved to Discussion - None

Regulation Committee

No items were presented for discussion.

6.1 Consent Item(s) Moved to Discussion - None

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion - None

7.2 Affirm Governing Board Committee Actions

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

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:24:35)

Mr. Chris Tumminia, General Counsel, informed the Board of an administrative challenge that has been filed by the Polk Regional Water Cooperative for Water Use Permit No. 20011794.003 that was approved at the July meeting. He explained that this permit authorized water withdrawal from the Alafia River Withdrawal Facility by Tampa Bay Water. Mr. Tumminia explained the process and approximate timeline associated with this challenge. He stated he would keep the Board apprised.

Committee/Liaison Reports

8.1 Agricultural and Green Industry Advisory Committee

A written summary of the September 9 meeting was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, outlined his FY2026 goals. A more detailed written summary was provided to the Board.

Board Member Kelly Rice asked about the status of the challenges to Florida's Section 404 permitting authority. Mr. Armstrong stated that litigation is still on-going.

Chair's Report

10.1 Chair's Report

Vice Chair Bispham asked if there were any items the Board would like to address at the November meeting. None were presented.

10.2 Employee Milestones

A written summary was provided.

10.3 2025 Employee Evaluation and 2026 Performance Goals for the Executive Director and Inspector General

Vice Chair Bispham thanked the Board members for their feedback regarding both performance evaluations.

Vice Chair Bispham affirmed that Chair Mitten received individual scores from the Board Members for the executive director's performance evaluation. He stated that based on the feedback received, Chair Mitten has recommended a final score of 5.0.

Vice Chair Bispham stated that in accordance with District policy, the inspector general's performance score is recommended by the Treasurer.

Treasurer John Hall stated that based on feedback from the Board Members, a recommended final score of 4.83 for the inspector general.

Staff recommended the Board:

- Adopt and approve the 2025 employee evaluations of Executive Director Brian J. Armstrong and Inspector General Brian R. Werthmiller that were completed by the Governing Board Chair and the Governing Board Treasurer, respectively.
- Approve a 3% merit increase for both the Executive Director and Inspector General.
- Adopt and approve the 2026 Executive Director goals.

A motion was made to accept the recommended performance scores for both the executive director and the inspector general. A three percent merit increase was recommended for both the executive director and the inspector general. The motion was seconded and passed unanimously (Audio – 01:32:38)

Vice Chair Bispham stated the next meeting is scheduled for November 18 at 9:00 a.m. in the Tampa Service Office.

Adjournment

The meeting adjourned at 10:35 a.m.

Governing Board Meeting
November 18, 2025

3. RECOGNITION OF FORMER GOVERNING BOARD MEMBER

3.1	Recognition of Former Governing Board Member Rebecca Smith	144
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RECOGNITION OF FORMER GOVERNING BOARD MEMBER

November 18, 2025

Recognition of Former Governing Board Member Rebecca Smith

To honor Ms. Rebecca Smith for her term as Governing Board member, District staff will present a resolution and plaque to commemorate her service. Ms. Smith was appointed by Governor Rick Scott in May 2017 and served until August 2021.

Presenter:

Virginia Singer, Manager, Communications & Board Services Bureau

Governing Board Meeting
November 18, 2025

4. FINANCE/OUTREACH & PLANNING COMMITTEE

4.1	Discussion: Consent Item(s) Moved to Discussion	145
4.2	Submit & File: Information Item: Budget Transfer Report	146

FINANCE/OUTREACH & PLANNING COMMITTEE

November 18, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

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

FINANCE/OUTREACH & PLANNING COMMITTEE

November 18, 2025

Submit & File: Information Item: Budget Transfer Report

Purpose

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

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of October 2025.

Exhibits

Budget Transfer Report

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
October 2025

--- 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	Operations Various Expenditure Categories	Operations Various Expenditure Categories	Funds are needed for the original budgeted purpose for District-owned water control structure and pump station maintenance and repair, including salaries and benefits of assigned personnel. The funds are being transferred from the Structure Operations Section to the Field Operations Section within the Operations Bureau for the reorganization of staff and responsibilities associated with these activities.		\$1,335,755.00	
2	Water Resources Other Contractual Services	Water Resources Rental of Other Equipment			Funds are needed for the original purpose budgeted for contractual services associated with the Aquifer Recharge Testing at Flatford Swamp project. The funds are being transferred to the appropriate accounting code to track the rental of chemical skids used in conjunction with the operational testing of this project.	47,100.00
Total Consistent with Original Budget Intent					1,382,855.00	
Total Amount Transferred				\$1,382,855.00		

.....
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 18, 2025

5. RESOURCE MANAGEMENT COMMITTEE

5.1 **Discussion:** Consent Item(s) Moved to Discussion 148

5.2 **Discussion:** Action Item: Draft Sarasota Bay Surface Water Improvement and Management (SWIM) Plan (W601) 149

5.3 **Discussion:** Action Item: 2025 Central Florida Water Initiative Regional Water Supply Plan 151

RESOURCE MANAGEMENT COMMITTEE

November 18, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE**November 18, 2025****Discussion: Action Item: Draft Sarasota Bay Surface Water Improvement and Management (SWIM) Plan (W601)***Purpose*

The purpose of this item is to request approval to submit the draft Sarasota Bay SWIM Plan for agency and stakeholder review in accordance with Section 373.453, Florida Statutes (F.S.).

Background/History

In 1987, the Florida Legislature established the Surface Water Improvement and Management (SWIM) Act in response to the increasing occurrence of surface waterbodies that were degraded or trending towards degradation. The Act requires the five water management districts to maintain and update a priority list of water bodies of regional or statewide significance within their boundaries and develop plans and programs for the improvement of those water bodies.

Sarasota Bay was designated as an "Estuary of National Significance" by the U.S. Environmental Protection Agency in 1989 and the Sarasota Bay Estuary Program (SBEP) was formed. In 1995, due to Sarasota Bay's recreational and ecological significance, it was designated an Outstanding Florida Water as well as a District SWIM Priority Waterbody. In 2022, the SBEP Comprehensive Conservation and Management Plan was updated to synthesize decades of scientific research into the Bay's most pressing problems. This Sarasota Bay SWIM Plan update is complementary to the SBEP CCMP as the two share a consistent focus on management actions, priorities, and initiatives with the SWIM Plan focused on the District's areas of responsibility.

The draft Sarasota Bay SWIM Plan was presented to SBEP Technical Advisory Committee (TAC) that include representatives from the Florida Department of Environmental Protection (FDEP), Florida Department of Agriculture and Consumer Services (FDACS), Florida Fish and Wildlife Conservation Commission (FFWCC), regional planning councils and local governments within the Sarasota Bay watershed. The draft plan was also presented to the District's Environmental Advisory Committee (EAC), as well as presented to the public through a workshop held on September 10, 2025, at the Bay Preserve Carriage House. The SBEP TAC, District's EAC meetings, and the public workshop are publicly noticed meetings and conform to applicable federal, state, and local sunshine/public access requirements and satisfy requirements outlined in 373.453 (3).

Pursuant to Section 373.453(3) District staff are requesting the Governing Board authorize submittal of the draft Sarasota Bay SWIM Plan to the Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Department of Agriculture & Consumer Services and appropriate local governments for their review and comment. At the end of the 45-day review period, District staff will consider the comments and incorporate them as appropriate. A final Sarasota Bay SWIM Plan will be provided at a subsequent Governing Board meeting for final approval. The draft Sarasota Bay SWIM Plan can be viewed online at:

<https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/Sarasota%20Bay%20Draft%20SWIM>

Strategic Plan

The draft Sarasota Bay SWIM Plan supports the Southern Planning Region of the District's Strategic

Plan along with the following Strategic Initiatives: Water Quality Assessment and Planning, Water Quality Maintenance and Improvement, and Conservation and Restoration.

Exhibits

None.

Staff Recommendation:

Authorize staff to submit the draft Sarasota Bay SWIM Plan to the Florida Department of Environmental Protection, Florida Department of Agriculture & Consumer Services, Florida Fish and Wildlife Conservation Commission, and appropriate local governments in accordance with Section 373.453, F.S.

Presenter:

Chris Anastasiou, Chief Water Quality Scientist, Natural Systems and Restoration Bureau

RESOURCE MANAGEMENT COMMITTEE

November 18, 2025

Discussion: Action Item: 2025 Central Florida Water Initiative Regional Water Supply Plan

Purpose

The purpose of this item is to request Governing Board approval of the Draft Final 2025 Central Florida Water Initiative (CFWI) Regional Water Supply Plan (RWSP).

Background/History

The CFWI is a collaborative water supply planning effort among the state's three largest water management districts (St. Johns River, South Florida and Southwest Florida), the Florida Department of Environmental Protection (FDEP), the Florida Department of Agriculture and Consumer Services (FDACS), regional utilities, business organizations, environmental groups, agricultural interests and other stakeholders. The CFWI Planning Area includes all of Orange, Osceola, Polk and Seminole counties and southern Lake County. Each of the three water management districts share common boundaries within the Planning Area.

The CFWI goal is to protect, develop, conserve and restore central Florida's water resources by collaborating to develop a unified process to address central Florida's current and long-term water supply needs. The CFWI is overseen by a Steering Committee that includes a public water supply utility representative, a Governing Board member from each water management district, and representatives from FDEP and FDACS.

The CFWI RWSP identifies programs, projects and strategies to ensure that adequate and sustainable water supplies are available to meet current and future water supply needs while protecting the environment and water resources. This CFWI effort is based on a planning horizon extending through 2045 and identifies water conservation measures, water supply development project options, and water resource development project options.

The 2025 CFWI RWSP public draft was presented to the Governing Board at their February 25, 2025, Board meeting. Presentations were also made to the other two water management district governing boards, and the 2025 CFWI RWSP public draft was made available for stakeholder and public comment from March 14 to May 16, 2025. A public workshop was held on April 23, 2025, to further solicit input. Comments received were evaluated and incorporated into the final draft where appropriate. The Draft Final 2025 CFWI RWSP was presented to and reviewed by the Steering Committee at its meeting on September 12, 2025. The Steering Committee recommended that the final draft be presented to the Governing Boards of the three water management districts for approval and use in meeting their respective water supply planning responsibilities. A link to the electronic version of the Draft Final 2025 CFWI RWSP documents available on the CFWI website is provided below.

<https://cfwiwater.com/RWSP.html>

Strategic Plan

The 2025 CFWI RWSP supports the following Strategic Initiatives, Regional Priorities, and Core Business Processes of the District's Strategic Plan.

- Regional Water Supply Planning

- Alternative Water Supplies
- Reclaimed Water
- Water Conservation
- Ensure Long-Term Sustainable Water Supply
- Implement the SWUCA Recovery Strategy
- Water Resources Planning and Monitoring
- Innovative Projects
- Engagement

Exhibits

Exhibit 1 – Order Approving the 2025 Central Florida Water Initiative Regional Water Supply Plan

Staff Recommendation:

Approve the Draft Final 2025 Central Florida Water Initiative Regional Water Supply Plan.

Presenter:

Ryan Pearson, Water Supply Manager, Water Resources Bureau

BEFORE THE GOVERNING BOARD OF THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Order No.: SWF 25-016

IN THE MATTER OF:

2025 Central Florida Water Initiative
Regional Water Supply Plan

**ORDER APPROVING THE 2025 CENTRAL FLORIDA WATER INITIATIVE
REGIONAL WATER SUPPLY PLAN**

THIS MATTER came before the Governing Board of the Southwest Florida Water Management District (District) on November 18, 2025. The Governing Board, having been fully advised of the matter, hereby approves the 2025 Central Florida Water Initiative Regional Water Supply Plan (2025 CFWI RWSP), which includes the following documents:

1. 2025 CFWI RWSP
2. Appendices to 2025 CFWI RWSP.

The Governing Board hereby adopts and incorporates the findings and conclusions contained in these documents as approved on November 18, 2025, recognizing the District's authority for water supply planning extends to water supply planning regions within its boundaries as established in Section 373.069, Florida Statutes.

DONE AND ORDERED in Hillsborough County, Florida on this 18th day of November, 2025.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
John Mitten, Chair

Approved as to Legal Form and Content

Christopher A. Tumminia, General
Counsel

Filed this ____ day of
November, 2025

Attest: _____
Ashley Bell Barnett, Secretary

(Seal)

Deputy Agency Clerk

Date: _____

(Seal)

NOTICE OF RIGHTS

As required by Chapter 120, F.S. , the following provides notice of the opportunities that may be available for administrative hearing pursuant to Sections 120.569 and 120.57, F.S., or judicial review pursuant to Section 120.68, F.S., when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for each situation. Any substantially affected party may wish to consult an attorney regarding the applicable legal rights.

Right to Request Administrative Hearing

A person whose substantial interests are or may be affected by District's action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, F.S. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, F.S.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), F.S. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637-6759, or by facsimile transmission to the Agency Clerk at (813) 367-9776. The District's hours of operation at all of its offices are 8 a.m. to 5 p.m., Monday through Friday, except for District holidays and emergency closings. Legal documents to be filed with the District will be accepted during these hours. Any legal document required to be filed with the District may be filed by hand delivery, U.S. Mail, or other delivery service addressed and sent or delivered to the District Agency Clerk. The District does not accept legal filings by electronic mail. Any document received by the Agency Clerk after 5 p.m. shall be filed as of 8 a.m. on the next regular business day. If transmission of a facsimile-transmitted document is begun prior to 5 p.m. but not complete until after 5 p.m., the document shall be considered as received after 5 p.m.

Initiation of Administrative Hearings

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), F.S., and Rules 28-106.201 and 28-106.301, Florida Administrative Code (F.A.C.), initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11-inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney, or qualified representative, if any.

3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.

4. A statement of when and how the petitioner received notice of the District's decision.

5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.

6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.

7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.

8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.

9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

Mediation

The procedures for pursuing mediation are set forth in Section 120.573, F.S., and Rules 28-106.111 and 28-106.401-.405, F.A.C. Mediation is not available for this action.

Judicial Review

In accordance with Section 120.569(1), F.S., a party who is adversely affected by final agency action may seek judicial review of the action in the appropriate District Court of Appeal pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, within thirty (30) days after the rendering of the final action by the District.

Governing Board Meeting
November 18, 2025

6. OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

6.1	Discussion: Consent Item(s) Moved to Discussion	158
6.2	Discussion: Action Item: Offer for Surplus Lands – Tampa Bypass Canal SWF 13-004-319S (TBC-21) (Hillsborough County)	159

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE

November 18, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE**November 18, 2025****Discussion: Action Item: Offer for Surplus Lands – Tampa Bypass Canal SWF 13-004-319S (TBC-21) (Hillsborough County)***Purpose*

Recommend the Governing Board approve the Contract for Sale and Purchase, included as Exhibit 1, for a surplus parcel identified as TBC-21. The District received an offer to purchase the TBC-21 parcel from Harrolle Holdings, Inc., who is an adjacent owner, for \$310,500. The offer reflects a price of approximately \$228,309 per acre for approximately 1.36 acres. A general location map and site map are attached as Exhibits 2 and 3, respectively.

Background

The Tampa Bypass Canal system (TBC) runs in a linear alignment along the eastern edge of the cities of Tampa and Temple Terrace in Hillsborough County, Florida. From its northern terminus at Cow House Creek in the Lower Hillsborough Wilderness Park (and flood detention area), it runs south and west to McKay Bay near the City of Tampa. The TBC is also linked to the Hillsborough River via the Harney Canal segment (C-136). Owing to the urbanized nature of the area it traverses, the TBC system is crossed by a number of major highways, including I-75, I-4, US 301, and US 41.

In 2012, TBC-21 and other parcels along the TBC were identified as no longer necessary for continued operation and maintenance of the canal. Pursuant to Florida Statutes, this parcel was advertised in a local newspaper on July 11, 2025, July 18, 2025, and July 25, 2025.

Appraisal and Price

The TBC-21 Parcel was appraised on June 19, 2025, for \$310,000 by Mancuso Appraisal Services, Inc., Nicholas Mancuso, MAI. As part of the appraisal, District staff were interviewed to discuss the Contract for purchase and Sale, market activity related to this property, and the independently considered market conditions affecting the value of the property. The highest and best use for the property is for development as one single-family residential homesite. A land sales comparison and adjustment chart from the appraisal is attached as Exhibit 4. The full appraisal is available upon request. The property value details are summarized below:

	Total	Per Acre
Offer Amount	\$310,500	\$228,309
Appraised Value	\$310,000	\$227,941
Listing Price	\$372,000	\$273,529

The buyer has not proposed any changes to the District's standard Contract for Sale and Purchase. The District's title to the property includes the subsurface rights. Upon the request of a buyer and in accordance with Section 270.11(3), Florida Statutes the District may release its interest in all phosphate, minerals, metals, and petroleum that may be in, on, or under the property. The current offer being presented to the Governing Board is also above the appraised value and if accepted will be accompanied by a five percent (5%) good faith deposit. The contract details are summarized below:

Sale Terms

- The District will deliver title to the buyer by Quit Claim Deed.
- The buyer will make a deposit of five percent (5%) of the contract price or \$15,525 with a closing to occur no more than forty-five (45) days after the effective date of the Contract for Sale and Purchase.
- The buyer will pay the real estate commission of \$18,630 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

Benefits/Costs

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

Strategic Plan

This item supports the District's Strategic Plan Land Management Core Business Processes.

Exhibits

Exhibit 1 – Contract for Sale and Purchase

Exhibit 2 – Location Map

Exhibit 3 – Site Map

Exhibit 4 – Land Sales Comparison and Adjustment Chart

Staff Recommendation:

- Accept the offer of \$310,500;
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1

Approved by Attorney: _____

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase (Contract) is made this September 15 day of, 2025, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 (District), and Harrolle Holdings Inc. _____, having an address of 3137 Cordoba Ranch Blvd Lutz, FL 33559 (Buyer), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell, and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (Property).

2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer will be binding for sixty-five (65) days after such execution by Buyer. If this Contract is not executed by the District on or before sixty-five (65) 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 three hundred ten thousand five hundred dollars (\$310,500), 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 forty-five (45) days from the effective date referenced in Paragraph 2, unless this

Contract for Sale and Purchase
Parcel Name: TBC-21
SWF Parcel No.: 13-004-319S

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 Saunders Real Estate and Coldwell Banker Commercial Realty (Fee to be split 50/50) Real Estate in the amount of eighteen thousand six hundred thirty dollars (\$ 18,630), 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: TBC-21
SWF Parcel No.: 13-004-319S

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 thirty (30) 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
Parcel Name: TBC-21
SWF Parcel No.: 13-004-319S

Revised 3/1/2021

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 sixty (60) 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 sixty (60) 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
Parcel Name: TBC-21
SWF Parcel No.: 13-004-319S

Revised 3/1/2021

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: _____

Witness

Printed Name

By: Michelle Harrolle

Name: Michelle Harrolle

Title: _____

Date: 9/15/25

<i>Craig Scafidi</i>	dotloop verified 09/16/25 6:05 PM EDT CGQC-QIZB-RMJ3-4ROI
----------------------	---

Witness

Craig Scafidi

Printed Name

By: Ryan Harrolle

Name: Ryan Harrolle

Title: _____

Date: 9/15/25

Exhibit "A"
Legal Description

Legal Description Parcel

Remainder of this page intentionally left blank.

Exhibit A

Legal Description

Legal Description Parcel 13-004-319S

A portion of that certain property known as SWF Parcel No. 13-004-131 as described in Official Records Book 2365, Page 1014 of the Public records of Hillsborough County, Florida. Being further described as follows:

The East 203.00 feet of the North 1/2 of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 28 South, Range 20 East, Hillsborough County, Florida. Less the East 25 feet for road right of way.

Approved for use by the Survey Section 06/09/2025, W.O. 25-096.

Remainder of this page intentionally left blank

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

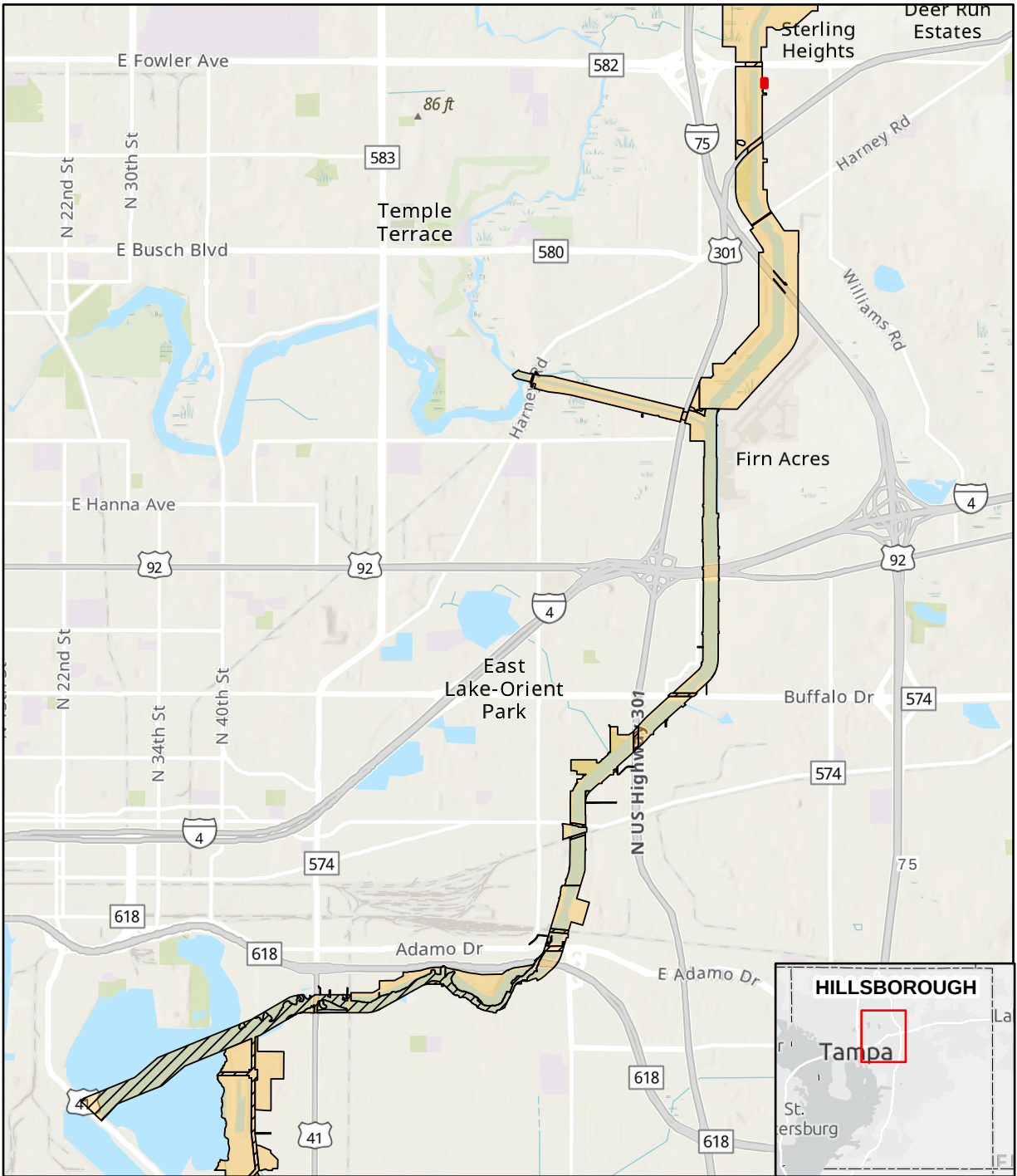
- All improvements within 10 feet of the boundary lines must be shown (including, but not limited to: wells, septic tanks, fencing, gates, and utilities). Visible evidence of underground installations or apparent cross rights uses will be located and noted.
- The survey will be certified to the Southwest 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
Tampa Bypass Canal
SWF Parcel No. 13-004-319S, Surplus ID TBC-21 Location Map



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- SWF Parcel No. 13-004-319S
- District Owned Lands Fee Simple
- District Owned Land Easements

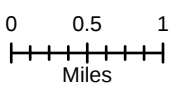
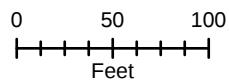


Exhibit 3
Tampa Bypass Canal
SWF Parcel No. 13-004-319S, Surplus ID TBC-21 Site Map



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Pictometry International/Hillsborough County Property Appraiser Office.

- SWF Parcel No. 13-004-319S
- District Owned Lands Fee Simple



Southwest Florida
 Water Management District

Exhibit 4

Sales Discussion and Comparison:

The comparable sales utilized indicate a range of unadjusted unit prices from \$2.81 to \$6.25 per gross and upland square foot of land and the sizes of the sales ranged from 0.45 to 1.71 gross and upland acres.

LAND SALES COMPARISON AND ADJUSTMENT CHART

LAND COMPARABLES ANALYSIS SUMMARY					
Property Data	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location	W/s of Jefferson Rd, south of Fowler Ave	10030 E. Fowler Ave	9935 E. Fowler Ave	9405 Joe Ebert Rd	11402 Marshall Rd
City	Thonotosassa	Thonotosassa	Thonotosassa	Seffner	Thonotosassa
County	Hillsborough	Hillsborough	Hillsborough	Hillsborough	Hillsborough
Date		May-24	Mar-24	Jan-23	Sep-22
Price		\$260,000	\$115,000	\$245,000	\$115,000
Upland SF	58,806	74,488	40,946	39,204	19,602
Price/Upland SF		\$3.49	\$2.81	\$6.25	\$5.87
Upland Acre	1.35	1.71	0.94	0.90	0.45
Gross Acre	1.35	1.71	0.94	0.90	0.45
Property Features					
Site Shape	Rectangular	Rectangular	Flag	Rectangular	Rectangular
Utilities	All available	Water/Septic needed	Water/Septic needed	Well/Septic	All available
Zoning/FLU	AR	AR	RSC-4	AS-1	AR
Adjustments:					
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
		0%	0%	0%	0%
		Cash	Cash	Cash	Cash
Financing		Equivalent	Equivalent	Equivalent	Equivalent
		0%	0%	0%	0%
Conditions of Sale		Normal	Normal	Normal	Normal
		0%	0%	0%	0%
Market Conditions		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Net Adjustments		Similar	Similar	Similar	Inferior
Price/Upland SF		\$3.49	\$2.81	\$6.25	\$5.87
Location		Inferior (+)	Inferior (+)	Superior (-)	Similar
Physical (Size)		Similar	Similar	Similar	Smaller (-)
Zoning		Similar	Similar	Similar	Similar
Site Characteristics/Configuration		Inferior (+)	Inferior (+)	Inferior (+)	Similar
Net Adjustments		Inferior (+)	Inferior (+)	Superior (-)	Superior (-)
Adjusted Price/Upland SF		\$3.49	\$2.81	\$6.25	\$5.87

Governing Board Meeting
November 18, 2025

7. REGULATION COMMITTEE

- 7.1 **Discussion:** Consent Item(s) Moved to Discussion173
- 7.2 **Discussion:** Action Item: Consider Water Shortage Order(s) as Necessary174

REGULATION COMMITTEE

November 18, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

REGULATION COMMITTEE

November 18, 2025

Discussion: Action Item: Consider Water Shortage Order(s) as Necessary

Staff continues to monitor water resource and supply conditions to determine if any actions would be prudent. Since Board issued water shortage orders must be discussed in a noticed public meeting prior to implementation, this agenda item is included as a contingency provision. It allows the Governing Board to immediately consider any action that staff may recommend based on regional data to be reviewed November 4, 2025.

Benefits

Helps ensure continued availability of water supply for reasonable beneficial uses during dry conditions/lack of rainfall.

Strategic Plan

A Water Shortage Order supports the District's core mission of ensuring water supply and protecting natural systems.

Exhibits

To be provided under separate cover.

Staff Recommendation:

Recommendations will be presented at the Governing Board Meeting November 18, 2025, based on then current conditions and predictions.

Presenter:

April D. Breton, Bureau Chief, Water Use Permit Bureau

Governing Board Meeting
November 18, 2025

8. GENERAL COUNSEL'S REPORT

8.1	Discussion: Consent Item(s) Moved to Discussion	175
8.2	Discussion: Action Item: Affirm Governing Board Committee Actions	176

GENERAL COUNSEL'S REPORT

November 18, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

GENERAL COUNSEL'S REPORT

November 18, 2025

Discussion: Action Item: Affirm Governing Board Committee Actions

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

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

Staff Recommendation:

Affirm the actions taken by the Governing Board Committees.

Presenter:

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

COMMITTEE/LIAISON REPORTS

November 18, 2025

Discussion: Information Item: Environmental Advisory Committee

Staff Recommendation:

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

Presenter:

Josh Gamblin, Board Member

EXECUTIVE DIRECTOR'S REPORT

November 18, 2025

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

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

Presenter:

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

CHAIR'S REPORT

November 18, 2025

Discussion: Information Item: Chair's Report

Staff Recommendation:

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

Presenter:

John Mitten, Chair

CHAIR'S REPORT

November 18, 2025

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

John Mitten, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	11/02/2020	Lawrence Bandini	Senior Business Application Developer	Brooksville	InformationTechnology	2025	11/02/2025
5	11/09/2020	Keith Richardson	Senior Tradesworker	Tampa	General Services	2025	11/09/2025
5	11/16/2020	Jeff Allen	Senior Systems Administrator	Brooksville	InformationTechnology	2025	11/16/2025
5	11/23/2020	Garrett Christ	Senior Environmental Scientist	Tampa	Environment Resource Permit	2025	11/23/2025
10	11/02/2015	Erica Van Horn	Field Technician	Tampa	Data Collection	2025	11/02/2025
10	11/02/2015	Vivianna Bendixson	SWIM Program Manager	Tampa	300-Natural Systems and Restoration	2025	11/02/2025
10	11/14/2015	Chris Kuzlo	Chief Professional Engineer	Tampa	Environment Resource Permit	2025	11/14/2025
10	11/16/2015	Ann Wolfgang	Staff Engineer	Brooksville	Engineering and Project Management	2025	11/16/2025
15	11/15/2010	Tonya Svoboda	Application Systems Manager	Brooksville	InformationTechnology	2025	11/15/2025
40	11/12/1985	Cheryl Glenn	Senior GIS Analyst	Brooksville	Data Collection	2025	11/12/2025