

Governing Board Meeting

Agenda and Meeting Information

September 24, 2024

3:00 p.m.

Tampa Office

7601 US 301 North • Tampa, Florida
(813) 985-7481 • 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

SEPTEMBER 24, 2024
3:00 PM

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 Oath of Office
- 1.3 Invocation and Pledge of Allegiance
- 1.4 Employee Recognition
- 1.5 Additions/Deletions to Agenda
- 1.6 Public Input for Issues Not Listed on the Published Agenda

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Board Encumbrance of the Capital Field Equipment Fund
- 2.2 **Finance/Outreach and Planning Committee:** Office of Inspector General Employee Reimbursements Audit
- 2.3 **Finance/Outreach and Planning Committee:** Office of Inspector General Cybersecurity Audit
- 2.4 **Resource Management Committee:** Five-Year Water Resource Development Work Program
- 2.5 **Resource Management Committee:** FARMS – James Keen 62 (H821), Manatee County
- 2.6 **Resource Management Committee:** FARMS – G & G Farms, LLC – North 40 (H828), Hillsborough County
- 2.7 **Resource Management Committee:** South Hillsborough Aquifer Recharge Program (SHARP) Phase 2 (N855) – RW-4 IPE
- 2.8 **Operations, Lands and Resource Monitoring Committee:** Approval of Land Management Plan Updates for Green Swamp Wilderness Preserve and Weekiwachee Preserve
- 2.9 **Regulation Committee:** Water Use Permit No. 20 021037.001, Sweet Life Acres, LLC / Sweet Life Acres (Hillsborough County)
- 2.10 **Regulation Committee:** Water Use Permit No. 20 006736.007, HMTA Real Estate, LLC and Forestar (USA) Real Estate Group, Inc. / HMTA Real Estate, LLC – Toledo Village (Sarasota County)
- 2.11 **General Counsel's Report:** Approval of the District's Annual Regulatory Plan for 2024-2025
- 2.12 **General Counsel's Report:** Approval of First Amended and Restated Emergency Order No. SWF 24-020 – Emergency Measures for Tsala Apopka Golf Course Control Structure
- 2.13 **General Counsel's Report:** Approval of Interagency Agreement between South Florida Water Management District and Southwest Florida Water Management District – Designation of Regulatory Responsibility to South Florida Water Management District for an Environmental Resource Permit – Spanish Trail Ranch Reserve Easement – Charlotte County
- 2.14 **Executive Director's Report:** Approve Governing Board Minutes – August 27, 2024

3. FINANCE/OUTREACH AND PLANNING COMMITTEE

- 3.1 **Discussion:** Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Information Item: Fiscal Year 2026 Business Plan Update
- 3.3 **Discussion:** Action Item: Budget Update for Fiscal Year (FY) 2025
- 3.4 **Discussion:** Information Item: Office of Inspector General Fiscal Year 2024 Annual Report
- 3.5 **Submit & File:** Information Item: Budget Transfer Report

4. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

- 4.1 **Discussion:** Consent Item(s) Moved to Discussion
- 4.2 **Discussion:** Action Item: Purchase and Sale Contract and Joint Acquisition Agreement with Hillsborough County for Mattaniah Property; SWF Parcel No. 11-709-158
- 4.3 **Discussion:** Information Item: Overview of the District's Data Collection and Monitoring Activities
- 4.4 **Discussion:** Action Item: Purchase and Sale Agreement for Perpetual Easement – Lake Annie, SWF Parcel No. 20-020-140

5. RESOURCE MANAGEMENT COMMITTEE

- 5.1 **Discussion:** Consent Item(s) Moved to Discussion
- 5.2 **Discussion:** Information Item: Polk Regional Water Cooperative Projects Update

6. REGULATION COMMITTEE

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

7. GENERAL COUNSEL'S REPORT

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

8. COMMITTEE/LIAISON REPORTS

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

9. EXECUTIVE DIRECTOR'S REPORT

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

10. CHAIR'S REPORT

- 10.1 **Discussion:** Information Item: Chair's Report
- 10.2 **Discussion:** Information Item: Employee Milestones
- 10.3 **Discussion:** Information Item: Executive Director's and Inspector General's Annual Accomplishments and Evaluations

ADJOURNMENT



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Michelle Williamson

Chair, Hillsborough

John Mitten

Vice Chair, Hernando, Marion

Jack Bispham

Secretary, Manatee

Ashley Bell Barnett

Treasurer, Polk

Ed Armstrong

Former Chair, Pinellas

Kelly S. Rice

Former Chair, Citrus, Lake,
Levy, Sumter

Joel Schleicher

Former Chair, Charlotte,
Sarasota

Josh Gamblin

DeSoto, Hardee, Highlands

John Hall

Polk

James Holton

Pinellas

Dustin Rowland

Pasco

Robert Stern

Hillsborough

Nancy Watkins

Hillsborough, Pinellas

Brian J. Armstrong, P.G.

Executive Director

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 24, 2024

OFFICERS

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

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE

Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE

Chair Dustin Rowland

REGULATION COMMITTEE

Chair James Holton

FINANCE/OUTREACH AND PLANNING COMMITTEE

Chair Ashley Bell Barnett*

All Governing Board members are a member of each committee.

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

STANDING COMMITTEE LIAISONS

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

OTHER LIAISONS

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

Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2025

Governing Board Meeting

October 22, 2024 – 9:00 a.m., Brooksville
November 19, 2024 – 9:00 a.m., Tampa
December 17, 2024 – 9:00 a.m., Brooksville
January 28, 2025 – 9:00 a.m., Tampa
February 25, 2025 – 9:00 a.m., Brooksville
March 25, 2025 – 9:00 a.m., Tampa
April 22, 2025 – 9:00 a.m., Brooksville
May 20, 2025 – 9:00 a.m., Tampa
June 24, 2025 – 9:00 a.m., Brooksville
July 22, 2025 – 9:00 a.m., Tampa
August 26, 2025 – 9:00 a.m., Brooksville
September 23, 2025 – 3:00 p.m., Tampa Office

Governing Board Workshop

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

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

2025 – September 9 & 23

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

2024 – December 3

2025 – March 11, June 10, September 9

Environmental Advisory Committee – 10:00 a.m.

2024 – October 8

2025 – January 14, April 8, July 8

Industrial Advisory Committee – 10:00 a.m.

2024 – November 5

2025 – February 11, May 6, August 12

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

2024 – November 5

2025 – February 11, May 6, August 12

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

2024 – October 23, December 4

2025 – January 8, February 19, May 21, July 9

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

2024 – November 6

2025 – January 22, March 5, July 23

Meeting Locations

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

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

Governing Board Meeting
September 24, 2024

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CONVENE PUBLIC MEETING

September 24, 2024

Call to Order

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

Presenter:

John Mitten, Vice Chair

CONVENE PUBLIC MEETING

September 24, 2024

Oath of Office

Conduct the Oath of Office for newly appointed Board Member Joshua Gamblin. Gamblin represents DeSoto, Hardee and Highlands counties. The Oath of Office will also be conducted for the reappointments of John Mitten and Michelle Williamson.

Presenter:

Virginia Singer, Manager, Communications and Board Services Bureau

CONVENE PUBLIC MEETING

September 24, 2024

Invocation and Pledge of Allegiance

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

Presenter:

John Mitten, Vice Chair

CONVENE PUBLIC MEETING

September 24, 2024

Employee Recognition

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

Staff Recommendation:

- Scott Hickerson

Presenter:

John Mitten, Vice Chair

CONVENE PUBLIC MEETING

September 24, 2024

Additions/Deletions to Agenda

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

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

Staff Recommendation:

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

Presenter:

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

CONVENE PUBLIC MEETING

September 24, 2024

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

John Mitten, Vice Chair

Governing Board Meeting

September 24, 2024

2. CONSENT AGENDA

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

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CONSENT AGENDA

September 24, 2024

Finance/Outreach and Planning Committee: Board Encumbrance of the Capital Field Equipment Fund

Purpose

The purpose of this item is to request the encumbrance of fiscal year (FY) 2024 fund balance within the Capital Field Equipment Fund (CFEF) to carry forward into FY2025 for planned expenditures as approved through the budgetary process.

Background/History

The CFEF was developed to establish a systematic funding plan to address the acquisition, replacement, enhancement, or reconditioning of District field equipment within the upcoming five-year period. To qualify as a CFEF expenditure the equipment must be rolling stock 1.5-ton or greater, have a total estimated cost of at least \$5,000 including delivery, and have an anticipated useful life of at least five years. The five-year plan is managed by the Fleet Section Manager, developed in collaboration with the other bureaus that are users of capital field equipment, and approved by the Governing Board through the District's annual budget process.

Benefits/Costs

The benefit of the CFEF is to allow the District to efficiently and effectively manage capital equipment expenditures while maintaining a consistent funding profile from year to year. In addition, the fund provides the flexibility to replace assets as close to the end of the useful life as possible, with some instances going beyond normal replacement times dependent upon individual unit condition. Timely replacement avoids high repair costs and repetitive downtime.

The encumbrance and carry forward of FY2024 fund balance for future years' planned expenditures was included in the General Services Bureau's considerations when developing its FY2025 recommended budget. In the FY2025 Recommended Annual Service Budget, the estimated FY2024 fund balance to carry forward into FY2025 was \$380,773. This value assumed that most expenditures would be realized in FY2024. However, acquisitions still in process total \$660,500 and a fund balance of \$281,710 remains. This brings the total to \$942,210 to carry forward into FY2025.

Staff Recommendation:

Staff recommends the Governing Board approve the encumbrance of up to \$942,210 in FY2024 fund balance within the Capital Field Equipment Fund to carry forward into FY2025 for planned expenditures as approved through the budgetary process.

Presenter:

R. Dave Dickens, Bureau Chief, General Services Bureau

CONSENT AGENDA

September 24, 2024

Finance/Outreach and Planning Committee: Office of Inspector General Employee Reimbursements Audit

Background and Purpose:

For selected employee reimbursements of education, license exam preparation courses, phone stipends, safety shoes, etc., documentation was obtained to determine if the reimbursement is for the correct amount, adequately documented, made in accordance with applicable governing documents, laws, and rules, and properly authorized and approved. Procedures also included if there were any expenditures made by the District that should have been paid by the employee first and whether refunds to the District of certain expenses from employees who separated from the District occurred.

Staff Recommendation:

Approve the employee reimbursements audit.

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General

OFFICE OF
INSPECTOR
GENERAL

Employee Reimbursements Audit

October 1, 2023 to June 30, 2024



Governing Board
September 24, 2024

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Chair, Hillsborough
John Milton
Vice Chair, Hernando, Marion
Jack Blapham
Secretary, Manatee
Ashley Neil Barnett
Treasurer, Polk
Ed Armstrong
Former Chair, Pinellas
Kelly S. Rice
Former Chair, Citrus, Lake,
Levy, Sumter
Joel Schleicher
Former Chair, Charlotte,
Sarasota
John Hall
Polk
James Holton
Pinellas
Dustin Rowland
Pasco
Robert Stem
Hillsborough
Nancy Watkins
Hillsborough, Pinellas
Brian J. Armstrong, P.O.
Executive Director

September 24, 2024

Ms. Michelle Williamson, Chair
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Dear Ms. Williamson:

In accordance with the Office of Inspector General (OIG) Charter Governing Board Policy and Section 20.055, Florida Statutes, the Inspector General shall conduct audits and prepare audit reports. The Employee Reimbursements Audit was performed per the 2024 Audit Plan approved by the Governing Board.

The OIG would like to thank District management and staff for their cooperation and assistance throughout the audit. I respectfully submit to you, the final audit report which presents the results of this audit which was conducted in accordance with Generally Accepted Government Auditing Standards (Yellow Book).

Sincerely,

Brian Werthmiller, CPA, CFE, CIG
Inspector General

cc: Finance/Outreach and Planning Committee
Remaining Members of the Governing Board
Mr. Brian Armstrong, Executive Director
Ms. Sherril Norman, State of Florida Auditor General

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

EMPLOYEE REIMBURSEMENTS AUDIT

SUMMARY

This operational audit focused on reimbursements to District employees, expenditures made by the District that could have been on a reimbursement basis, recovery of eligible expenses paid by the District from separating employees, and related internal controls. The District may reimburse employees for travel, training, education, preparation for professional certifications, safety shoes, cell phone stipends, and other eligible expenses. Depending on the type of reimbursement, the accounts payable or payroll departments will either process the payment by check or direct deposit. For reimbursements up to \$50, an employee can also be reimbursed through petty cash. The Office of Inspector General's (OIG) operational audit disclosed the following:

Finding 1: Reimbursements and recovery of funds through the education reimbursement program were not always adequately supported or in accordance with the requirements of governing documents.

Finding 2: Payment of expenditures related to professional certifications and recoveries were not always in accordance with the requirements of governing documents.

Finding 3: Improvements were needed in controls over the safety shoe program.

BACKGROUND

Authorized in 1972, the District protects and manages water resources in a sustainable manner for the continued welfare of the citizens across the 16 counties it serves. The District is one of five water management districts created under the Florida Water Resources Act of 1972¹ and includes all or part of Charlotte, Citrus, Desoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter Counties. Governance lies with a thirteen-member Board which consists of representatives from specific geographic areas within District boundaries. Each member is appointed by the Governor and confirmed by the Senate. An Executive Director is appointed by the Board, subject to approval by the Governor and confirmation by the Senate.

¹ Chapter 373, Florida Statutes.

FINDINGS AND RECOMMENDATIONS

Finding 1: Education Reimbursement Program

Governing documents² establishes requirements for reimbursement of education expenses not paid or reimbursed by other contributors such as scholarship or grant programs at regionally accredited or state-supported institutions. Among the requirements, governing documents specifies an employee must successfully complete a pre-approved course with a minimum grade of C (undergraduate) or B (graduate) and at the end of the term provide an account statement verifying no grants/scholarships were awarded during the term. Governing documents also provides that the District may recover reimbursements should an employee terminate within one year of an education reimbursement payment.

During the audit period, the District reimbursed 21 employees education expenses totaling \$60,798.13. In addition, the District recovered \$4,565.62 during the audit period from 1 employee who separated from the District. The OIG's examination of education reimbursements totaling \$32,764.83 to 11 employees and \$4,565.62 recovered from 1 employee disclosed the following:

- Payments totaling \$4,434.60 were subject to recovery by the District for an employee that separated during the audit period. The District attempted to recover funds; however, the attempt was not submitted timely to include in the final paycheck.
- A payment of \$2,467.82 included tuition that exceeded the employee's receipt and the published rates by the university. While the District was able to recover the full amount back when the employee separated, the District did not obtain further documentation at the time of the reimbursement to further investigate the discrepancy in tuition.
- Payment of \$1,437 was made to an employee. However, the employee indicated out-of-pocket education expenses totaled \$1,053.70. In response to audit inquiry, the District indicated it overlooked a note from the employee that indicated the total reimbursement request was \$1,053.70.
- An employee was overpaid \$762 for an ineligible graduate course that did not meet the minimum final grade allowed for reimbursement.

² Executive Director Procedure, *Education Reimbursement Program*.

- The District did not obtain an account statement after the end of the term for 5 reimbursements to 4 employees. Without an account statement after the end of the term, the District cannot verify the employee received no grants/scholarships for the term.
- For 3 reimbursements, documentation provided could not be determined if it was the final grade.
- There were 3 classes the District did not obtain documentation to determine if the course counted towards the pre-approved degree for 3 employees.

Without adequate support for education reimbursements, sufficient review of education expenses submitted for reimbursement, and timely identification of recoverable education reimbursements from separating employees, there is an increased risk the education reimbursement program is not in accordance with governing documents.

Recommendation: To ensure compliance with governing documents, the District should enhance processes and procedures over the education reimbursement program to ensure proper documentation is obtained to support amounts requested for reimbursement, reimbursements are for out-of-pocket expenses paid by the employee, classes are pre-approved, and final grades are obtained. In addition, the District should enhance processes and procedures to timely process recovery of education reimbursements of separating employees when possible.

Finding 2: Professional Certifications

Governing documents³ establishes requirements for the payment of fees required to complete courses taken in preparation for professional certification/re-certification and fees association with testing for professional certification. Among the requirements, governing documents specifies that the fee must be deemed beneficial to the District, the professional certification is a job requirement, and fees will be reimbursed following successful testing outcome.

During the audit period, total expenditures related to professional certifications were \$8,476.62. As part of the audit, procedures included testing professional certification expenditures made by the District to determine if the expenditure should have been paid

³ District Guideline, *Employee Training and Development*.

by the employee first in accordance with governing documents. The OIG's examination of professional certification expenditures totaling \$4,543.30 to 5 employees disclosed the following:

- The District paid for professional certification preparation materials for 2 employees totaling \$1,085.34. Contrary to governing documents, payments were made prior to successful testing outcomes.
- The District made payments of \$3,270.46 for expenditures related to professional certification for 1 employee that subsequently separated from the District. The District attempted to recover these funds, but the employee's last paycheck had insufficient funds. As part of reviewing the recovery, it was noted the District allowed the employee to take 10 hours of annual leave during the last 2 weeks of employment which is contrary to governing documents⁴ that requires no leave is to be taken during that time, even if pre-approved. The use of annual leave reduced the amount the District was able to recover.

Absent adherence to established procedures, there is an increased risk that payments and recoveries are not in accordance with governing documents.

Recommendation: The District should enhance procedures to ensure that payments for professional certification expenses are paid in accordance with governing documents. In addition, the District should enhance processes and procedures during the employee's resignation period to ensure that recoveries are in accordance with governing documents.

Finding 3: Safety Shoe Program

Governing documents⁵ establishes requirements for Board authorized employees through reimbursement or alternative payment for safety shoes up to certain limits and frequency of purchase. Among the requirements, governing documents require the safety shoes must meet certain safety standards.

During the audit period, total expenditures for safety supplies, which includes but is not limited to safety shoes, were \$60,136.85. The OIG's examination of reimbursements for

⁴ District Guideline, *Separation from Employment*.

⁵ District Guideline, *Personal Protective Equipment Program*.

3 safety shoes totaling \$492.76 was expanded to include a payment to a vendor for \$1,604.16 for 10 employees disclosed the following:

- The District reimbursed an employee \$175 for the purchase of safety shoes in November 2023 and was also billed by the vendor in December 2023 referencing the same receipt number for the same amount and employee. In addition, the vendor billed the District for 9 other District employees for a total of \$1,604.16. However, when audit inquiry was made to obtain the details of the shoes the vendor billed for, the District stated it did not maintain documentation that would provide the details of the shoes. Absent documentation, there is increased risks the District could have been billed erroneously and cannot demonstrate the shoes were compliant with the safety standards required by governing documents
- The District reimbursed \$492.76 for 3 safety shoes but did not maintain documentation the shoes were compliant with safety standards required by governing documents. Absent documentation of compliance with safety standards, the District cannot demonstrate the shoes were compliant with the safety standards required by governing documents.

Recommendation: The District should enhance procedures to ensure safety shoes are compliant with the safety standards per governing documents and maintain detailed receipts of the safety shoes that are purchased.

PRIOR AUDIT FOLLOW-UP

There are no prior audit findings to follow-up on.

OBJECTIVES, SCOPE, AND METHODOLOGY

The OIG conducted this operational audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). Those standards require that the OIG plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for findings and conclusions based on the audit objectives. The OIG believes that the evidence obtained provides a reasonable basis for findings and conclusions based on the audit objectives. In addition, the IG is independent per the GAGAS requirements for internal auditors.

This operational audit focused on selected District procedures and administrative activities. For those areas, the objectives of this operational audit were to:

- Evaluate management's performance in establishing and maintaining internal controls, including controls designed to prevent and detect fraud, waste, and abuse, and in administering assigned responsibilities in accordance with applicable laws, rules, regulations, contracts, grant agreements, and other guidelines.
- Examine internal controls designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of records and reports, and the safeguarding of assets, and identify weaknesses in those controls.

This audit was designed to identify, for those areas included within the scope of the audit, weaknesses in management's internal controls significant to the audit objectives; instances of noncompliance with applicable laws, rules, regulations, contracts, grant agreements, and other guidelines; and instances of inefficient or ineffective operational policies, procedures, or practices. The focus of this audit was to identify problems so that they may be corrected in such a way as to improve government accountability and efficiency and the stewardship of management. Professional judgement has been used in determining the significance and audit risk and in selecting particular transactions, legal compliance matters, records, and controls considered.

As described in more detail below, for those programs, activities, and functions included within the scope of the audit, the audit work included, but was not limited to, communicating to management the scope, objectives, timing, overall methodology, and reporting of the audit; obtaining an understanding of the program, activity, or function; identifying and evaluating internal controls significant to the audit objectives; exercising professional judgment in considering significance and audit risk in the design and execution of the research, interviews, tests, analyses, and other procedures included in the audit methodology; and reporting on the results of the audit as required by Governing Board policy, governing laws, and auditing standards.

An audit by its nature does not include a review of all records and actions of management, staff, and vendors, and as a consequence, cannot be relied upon to identify all instances of noncompliance, fraud, waste, abuse, or inefficiency.

In conducting the audit for the period of October 1, 2023 to June 30, 2024, the OIG:

- Reviewed applicable statutes, policies, procedures and interviewed District staff to gain an understanding of the District's operations and applicable internal controls and related requirements.
- Gained an understanding of the information systems involving employee reimbursements.
- Evaluated the effectiveness of District policies and procedures relating to employee reimbursements, to determine whether internal controls were designed properly and operating effectively.
- From the population of employee reimbursements totaling \$176,962 during the audit period, examined documentation supporting 20 selected transactions totaling \$36,748 to determine whether the reimbursement was in compliance with governing documents. Specifically, the OIG examined District records to:
 - For all reimbursements, determine if supporting documentation existed and the reimbursement was for a public purpose.
 - For education reimbursements, determine if the employee was eligible, the employee's reimbursements did not exceed \$5,250 for the year, only eligible items were reimbursed, classes were taken at a regionally accredited or state-supported institution, the reimbursement occurred after courses were completed with the minimum required final grade, courses were pre-approved, an account statement after the end of the term was obtained to show if grants/scholarships were awarded during the term or that none were awarded.
 - For safety shoes, determine whether the shoes complied with safety standards set forth by governing documents and were within allowance and frequency limits. Audit procedures were expanded to include a District payment for safety shoes in the amount of \$1,604.
 - For cell phone stipends, determine whether approval was documented from the executive team member and whether the District completed an annual audit of cell phone stipends.
 - If applicable, determine whether the recovery of funds from separating employees were calculated correctly if the employee separated within 12 months of the reimbursement(s).
- Selected 5 professional certification expenditures paid by the District totaling \$4,543 to determine if the expenditures should have been paid by the employee first or the District in accordance with governing documents. In addition, determined whether recovery of funds by the District were calculated correctly if the employee separated within 12 months of the payment(s).
- Communicated on an interim basis with applicable officials.
- Performed various other auditing procedures as necessary to accomplish the objectives of the audit.

Brian Werthmiller, CPA, CFE, CIG
Inspector General

2379 Broad Street Brooksville, Florida 34604-6899

Fraud and Compliance Hotline (352) 754-3482

MANAGEMENT'S RESPONSE



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Southwest Florida Water Management District

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

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

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

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Pinellas
Dustin Rowland
Pasco
Robert Stern
Hillsborough
Nancy Watkins
Hillsborough, Pinellas
Brian J. Armstrong, P.G.
Executive Director

September 11, 2024

Mr. Brian Werthmiller, C.P.A., C.I.G.
Inspector General
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604

Subject: Inspector General Audit Report – Employee Reimbursements Audit

Dear Mr. Werthmiller:

Thank you for taking the time to complete the Employee Reimbursements Audit. We are in receipt of the results of the audit, which focuses on internal controls over how and when employees receive tuition reimbursement and any associated recovery of funds as well as the Safety Shoe Program.

We have finalized our review of the findings and recommendations. Please find our responses listed below.

Finding 1: Reimbursements and recovery of funds through the education reimbursement program were not always adequately supported or in accordance with the requirements of governing documents.

- We agree with this finding. The OIG's examination of records associated with education reimbursements showed inconsistency in processing times for education reimbursement recovery and missing supporting documentation for tuition, grades, and courses meeting degree requirements. In response to the finding, the District will enhance processes and procedures over the education reimbursement program to ensure proper documentation is obtained to support amounts requested for reimbursement, reimbursements are for out-of-pocket expenses paid by the employee, classes are pre-approved, and final grades are obtained. In addition, the District will enhance processes and procedures to timely process recovery of education reimbursements of separating employees when possible.

Finding 2: Payment of expenditures related to professional certifications and recoveries were not always in accordance with the requirements of governing documents.

- We agree with this finding. Examination of records associated with professional certifications revealed payments being made for certification preparation materials prior to successful testing outcomes and issues with the ability to recover funds from separating employees. In response to the finding, the District will enhance procedures to ensure payments for professional certification expenses are paid in accordance with governing documents. Additionally, the District will enhance processes and procedures during the employee's resignation period to ensure that payroll, including recoveries, are in accordance with governing documents.

Finding 3: Improvements were needed in controls over the safety shoe program.

- We agree with this finding. The audit demonstrated that there were issues with maintaining documentation to support that safety shoes met standards and detailed receipts. During the audit period, enhancements had been made to ensure that shoes met the standards. In addition to this enhancement, the District will maintain detailed receipts of the safety shoes that are purchased.

Thank you for your services and recommendations.

Sincerely,



Brian J. Armstrong, P.G.
Executive Director

BJA:mlw

cc: Amanda Rice
Brandon Baldwin
Michelle Weaver

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CONSENT AGENDA

September 24, 2024

Finance/Outreach and Planning Committee: Office of Inspector General Cybersecurity Audit

Background and Purpose:

The purpose of this audit was to obtain an understanding and test the adequacy of selected internal controls the District had implemented for continuous monitoring of its information technology (IT) resources to identify and mitigate cybersecurity events. Specific details in the report are not disclosed to avoid the possibility of compromising District data and IT resources.

Staff Recommendation:

Approve the cybersecurity audit.

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General

CONSENT AGENDA

September 24, 2024

Resource Management Committee: Five-Year Water Resource Development Work Program

Purpose

Authorize staff to submit the proposed Five-Year Water Resource Development Work Program (Work Program) to the Florida Department of Environmental Protection (FDEP) as required by Florida Statutes (F.S).

Background/History

The District is required by Subsection 373.536(6), F.S., to annually prepare a Work Program that describes the District's implementation strategy for the water resource development component of the approved Regional Water Supply Plan (RWSP). The proposed Work Program must be submitted to FDEP and specified state and local government officials within 30 days after the adoption of the District's final budget. The proposed Work Program will be due to FDEP by October 24, 2024.

The fiscal year (FY) 2025 Work Program covers the period from FY2025 through FY2029 and describes the District's implementation strategy relating to water resource development and water supply development components over the next five years. These efforts include data collection and analyses activities along with water resource and water supply development projects that are undertaken and/or funded by the District. The inclusion of water resource and water supply projects funded in the upcoming fiscal year, but not specifically mentioned in the RWSP, allows FDEP to approve the projects as consistent with the RWSP and eligible for state funding.

In 2023, the FDEP provided a Work Program guidance template for the water management districts to improve statewide reporting consistency. The proposed Work Program utilizes this template. The FDEP also provided a spreadsheet template for reporting additional project details, which will be submitted with information consistent with the FY2025 annual budget.

Within 30 days after the proposed Work Program submittal, FDEP must review and submit its findings, questions, and comments to the District. The review may include a written evaluation of the program's consistency with promoting the goals of the RWSP and the adequacy of proposed expenditures. If comments are received from FDEP, the District must state in writing to FDEP which of the recommended changes will be incorporated into the Work Program or specify the reasons for not incorporating the changes within 45 days. FDEP must then prepare a final evaluation report, including the District's responses, and submit this report to the Governor, President of the Senate, and Speaker of the House of Representatives. If no substantial comments are received, no further action from the Board is required. The District will publish the final Work Program within the District's Consolidated Annual Report.

Staff Recommendation:

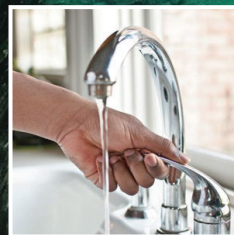
Authorize staff to submit the proposed Five-Year Water Resource Development Work Program to the Florida Department of Environmental Protection for review. Authorize staff to make minor changes to the report following FDEP conversations before finalizing within the CAR with no further Board action.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

2025 Five-Year Water Resource Development Work Program

PROPOSED



Southwest Florida
Water Management District

Introduction/Purpose

The Water Management Districts are required to prepare a Five-Year Water Resource Development Work Program (Work Program) as a part of their annual budget reporting process. The Work Program describes the District's implementation strategy relating to water resource development (WRD) and water supply development (including alternative water supply development) components over the next five years. The Work Program must be submitted annually to the Governor, the President of the Senate, the Speaker of the House of Representatives, the chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over the Districts, the Secretary of the Department of Environmental Protection (DEP), and the governing board of each county. Pursuant to Subsection 373.536(6)(a)4, Florida Statutes (F.S.), the Work Program must:

- Address all the elements of the WRD component in the District's approved Regional Water Supply Plans (RWSPs), as well as the water supply projects proposed for District funding and assistance;
- Identify both anticipated available District funding and additional funding needs for the second through fifth years of the funding plan;
- Identify projects in the Work Program which will provide water;
- Explain how each water resource and water supply project will produce additional water available for consumptive uses;
- Estimate the quantity of water to be produced by each project;
- Provide an assessment of the contribution of the District's RWSPs in supporting the implementation of minimum flows and minimum water levels (MFLs) and water reservations; and
- Ensure sufficient water is available to timely meet the water supply needs of existing and future reasonable-beneficial uses for a 1-in-10-year drought event and to avoid the adverse effects of competition for water supplies.

This report represents the District's 24th Work Program and covers the period from fiscal year (FY) 2025 through FY2029. In July of 2023 the DEP provided a guidance document and template spreadsheets to improve the consistency among the Water Management Districts' Work Program submittals. This Work Program is consistent with the planning strategies of the Central Florida Water Initiative 2020 Regional Water Supply Plan (CFWI RWSP) and the District's 2020 Regional Water Supply Plan (RWSP) which can be found at:

<https://www.swfwmd.state.fl.us/resources/plans-reports/rwsp>

The water resource and water supply development components of the District's Work Program are presented in three sections:

- WRD Data Collection and Analysis Activities that include routinely funded programmatic efforts by the District to monitor and support the health of natural systems, evaluate and establish MFLs, conduct watershed management planning, and improve water quality and stormwater storage and conveyance.
- WRD Projects that are undertaken by the District and/or partnering entities for evaluating aquifer storage and recovery (ASR) feasibility, the Facilitating Agricultural Resource Management Systems (FARMS) projects to reduce groundwater withdrawals and improve natural systems, and environmental restoration efforts including MFL recovery projects.
- Water Supply Development Projects, which are usually led by other entities with District funding assistance, to develop and deliver new alternative potable water supplies, reclaimed water and reuse, aquifer storage and recovery and aquifer recharge systems, and numerous conservation projects to help manage water needs.

Also included is an overview of funding mechanisms, a summary of the adequacy of District expenditures to ensure the availability of water for reasonable-beneficial uses and natural systems,

and an appendix listing projects funded by the District to implement projects identified in the Basin Management Action Plans (BMAPs).

Water Resource Development

Water resource development is defined in Section 373.019(24), F.S., as *“the formulation and implementation of regional water resource management strategies, including the collection and evaluation of surface water and groundwater data; structural and nonstructural programs to protect and manage water resources; the development of regional water resource implementation programs; the construction, operation, and maintenance of major public works facilities to provide for flood control, surface and underground water storage, and groundwater recharge augmentation; and related technical assistance to local governments, government-owned and privately owned water utilities, and self-suppliers to the extent assistance to self-suppliers promotes the policies as set forth in s. 373.016.”*

The intent of WRD activities and WRD projects is to enhance the amount of water available for reasonable-beneficial uses and for natural systems. The District is primarily responsible for implementing WRD activities and projects; however, additional funding and technical support may come from state, federal, and local entities.

WRD Data Collection and Analysis Activities

Data collection and analysis activities are a critical part of the water resource development component implemented by the District. The District has budgeted approximately \$24.5 million in FY2025 to implement and continue activities to collect scientific data necessary to manage water resources and evaluate new water supplies, support the evaluation and establishment of MFLs, conduct watershed management plans, improve groundwater quality, estimate water supply needs using population and demand modeling, and implement best management practices (BMPs) for stormwater storage and conveyance. These activities are summarized in **Table 1**.

Funding for these activities is primarily from the District's Governing Board; in some cases, additional funding that supports these efforts comes from water supply authorities, local governments, and the United States Geological Survey (USGS). Each item was included in the District's Tentative Budget Submission Appendix C and can be referenced by the sub-activity code. Each activity is further described below.

Scientific Data Collection

The District has a comprehensive scientific data monitoring program that includes the assembly of information on key indicators such as rainfall, surface water and groundwater levels, water quality, hydrogeology, and stream flows. The program includes data collected by District staff as well as data collected as part of the District's cooperative funding program with the USGS. Data collected allows the District to gage changes in the health of water resources, monitor trends in conditions, identify and analyze existing or potential resource problems, and develop programs to correct existing problems and prevent future problems from occurring. The data collection activities support District structure operations, water use and environmental resource permitting and compliance, MFLs evaluation and status assessments, the Surface Water Improvement and Management (SWIM) program, the Northern Tampa Bay Water Use Caution Area (NTBWUCA), the Southern Water Use Caution Area (SWUCA), and the Dover/Plant City Water Use Caution Area (DPCWUCA), water supply planning in the District and CFWI regions, modeling of surface water and groundwater systems, cooperative and district initiative project development and monitoring, and many resource evaluations and reports.

The categories of hydrologic data that are collected and monitored by District staff are discussed below. In addition to data collection completed or contracted by the District,

hydrologic data submitted by Water Use Permit (WUP) holders are also considered to assess compliance with permit conditions.

- a) Surface Water Flows and Levels. Funding supports data collection at the District's approximately 798 surface water level gauging sites, and cooperative funding with the USGS for discharge and water-level data collection at 131 river, stream, and canal sites. The USGS data are available to District staff and the public through the District's Environmental Data Portal (EDP) and through the USGS National Water Dashboard.
- b) Hydrogeologic Data. The Geohydrologic Data Section (GEO) collects hydrogeologic data and oversees monitor well construction activities for the District. Lithologic, hydraulic, and water quality data are collected during exploratory coring and testing and during the construction of monitor wells. Projects supported by these geohydrologic activities include the Central Florida Water Initiative (CFWI), Water Resource Assessment Projects (WRAPs), MFLs, sea level rise and development of alternative water supplies. The Regional Observation and Monitor Well Program (ROMP) has been the District's primary source of hydrogeologic data since the program was established in 1974.
- c) Meteorologic Data. The meteorologic data monitoring program consists of measuring rainfall totals at 171 rain gauges, all of which provide near real-time data. The funding is for costs associated with measurement of rainfall including sensors, maintenance, repair, and replacement of equipment. Funding allows for the operation of one District evapotranspiration (ET) station for reference near Lake Hancock, and for District participation in a cooperative effort between the USGS and all five Florida water management districts to map statewide potential and reference ET using data measured from the Geostationary Operational Environmental Satellites (GOES). Funding also includes a collaborative effort between the five districts to provide high-resolution gauge adjusted radar rainfall data that are used for hydrologic conditions reporting and modeling purposes.
- d) Water Quality Data. The District collects data from water quality monitoring networks for springs, streams, lakes, wells, and coastal and inland rivers. The well monitoring networks include the Coastal Groundwater Quality Monitoring Network (CGWQMN), Inland Floridan Aquifer System Monitoring Network (IFASMN), and the Upper Floridan Aquifer Nutrient Monitoring Network (UFANMN). Data from monitor well sites are used to evaluate seasonal and long-term changes in groundwater levels and quality, as well as the interaction and connectivity between groundwater and surface water bodies. The Coastal Groundwater Quality Monitoring Network, which involves sample collection and analysis from approximately 380 wells across the District, monitors saltwater intrusion and/or the upwelling of mineralized waters into potable aquifers. The USGS collects water quality data at 17 sites, which is available from their website.
- e) Groundwater Levels. The funding provides for the maintenance and support of about 1,655 monitor wells in the data collection network. Data may be collected in 15-minute intervals, hourly, daily, or monthly. The District also uses funding to contract with the USGS to obtain continuous and monthly water levels at 15 sites. The data are available to the public through the District and USGS websites.

Table 1. FY2025 - FY2029 Water Resource Development Data Collection and Analysis Activities

WRD Data Collection and Analysis Activities	Budget Reference¹	FY2025 Costs (\$)	FY2026 Costs (\$)	FY2027 Costs (\$)	FY2028 Costs (\$)	FY2029 Costs (\$)	Total Costs (\$)	Funding Source²
1) Research, Data Collection, Analysis & Monitoring	1.2.1, p.62							District, Local Cooperators, USGS
a) Surface Water Flows & Levels Data		\$4,616,759	\$4,616,759	\$4,616,759	\$4,616,759	\$4,616,759	\$23,083,795	
b) Geologic (includes ROMP) Data		\$5,682,667	\$5,682,667	\$5,682,667	\$5,682,667	\$5,682,667	\$28,413,335	
c) Meteorologic Data		\$269,204	\$269,204	\$269,204	\$269,204	\$269,204	\$1,346,020	
d) Water Quality Data		\$791,634	\$791,634	\$791,634	\$791,634	\$791,634	\$3,958,170	
e) Groundwater Levels Data		\$990,812	\$990,812	\$990,812	\$990,812	\$990,812	\$4,954,060	
f) Biologic Data		\$1,051,788	\$1,051,788	\$1,051,788	\$1,051,788	\$1,051,788	\$5,258,940	
g) Data Support		\$4,683,423	\$4,683,423	\$4,683,423	\$4,683,423	\$4,683,423	\$23,417,115	
2) Minimum Flows and Levels Program	1.1.2, p.58							District
a) Technical Support		\$931,421	\$931,421	\$931,421	\$931,421	\$931,421	\$4,657,105	
b) MFL Establishment/ Evaluation		\$655,827	\$655,827	\$655,827	\$655,827	\$655,827	\$3,279,135	
3) Watershed Management Planning	1.1.3.2, p.60	\$3,586,610	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$11,586,610	District, Local Cooperators, DEP
4) Quality of Water Improvement Program	2.2.3, p.86	\$808,604	\$808,604	\$808,604	\$808,604	\$808,604	\$4,043,020	District
5) Stormwater Improvement- Implementation of Storage and Conveyance BMPs	2.3.1, p.88	\$404,421	\$3,500,000	\$0	\$0	\$0	\$3,904,421	District
Totals		\$24,473,170	\$25,982,139	\$22,482,139	\$22,482,139	\$22,482,139	\$117,901,726	

Source: SWFWMD FY2025 Tentative Budget Submission.

¹ The Program Activity/Sub-Activity and page number in the Tentative Budget Submission is where the WRD Data Collection and Analysis Activities reside. The funding amount within this table are subsets of the referenced Program Activity/Sub-Activity.

² Acronyms: BMPs - Best Management Practices, DEP - Florida Department of Environmental Protection, MFL - Minimum Flows and Minimum Water Levels, ROMP - District Regional Observation and Monitor-well

- f) Biologic Data. The District monitors ecological conditions as they relate to both potential water use impacts and changes in hydrologic conditions. Funding for biologic data collection includes support for routine monitoring of approximately 150 wetlands annually and a five-year assessment of almost 400 wetlands to document changes in wetland health and assess level of recovery in impacted wetlands. Funding also supports SWIM Program efforts for mapping of seagrasses every two years along the Suncoast (Tampa Bay south to Charlotte Harbor), and every four years along the Springs Coast (Anclote Key to Waccasassa Bay).
- g) Data Support. This item provides administrative and management staff support for the hydrologic, water quality, meteorologic and hydrogeologic data programs as well as the chemistry laboratory, surveying, and the District's LoggerNet data acquisition system and Kister's Water Information System (WISKI) and associated Environmental Data Portal used for database management, storage and reporting.

Minimum Flows and Levels Program

Section 373.042, F.S., requires the state water management districts or the DEP to establish minimum flows and minimum water levels (MFLs) for aquifers, surface watercourses, and other surface water bodies to identify the water level or limit at which further withdrawals would be significantly harmful to the water resources or ecology of the area. Minimum flows for rivers, streams, estuaries, and springs, and minimum water levels for lakes, wetlands and aquifers are adopted into the District's Water Levels and Rates of Flow rules, Chapter 40D-8, Florida Administrative Code (F.A.C.), and are used in the District's water use permitting and water supply planning programs.

Reservations are rules that reserve water from use by permit applications, as necessary for the protection of fish and wildlife or public health and safety. Reservations are adopted into the District Consumptive Use of Water rules, Chapter 40D-2, F.A.C., pursuant to Section 373.223, F.S., and are also used for water use permitting and water supply planning.

The District's processes for establishing MFLs and reservations include opportunities for interested stakeholders to review and comment on proposed MFLs or reservations and participate in public meetings. A publicly noticed independent scientific peer review process is used to support establishment of MFLs for flowing systems and aquifers, for establishing MFLs for other system types that are based on methods that have not previously been subjected to peer review, and for establishing reservations. Stakeholder input and peer review findings are considered by the Governing Board when deciding whether to adopt proposed MFLs and reservations. District monitoring programs provide data for evaluating compliance with the adopted MFLs and reservations, determining the need for MFLs recovery or prevention strategies, assessing the recovery of water bodies where significant harm has occurred, and also support MFL's and reservation reevaluations.

As of June 2024, the District has planned to monitor and assess the status of 207 adopted MFLs, including MFLs for 28 river segments, 10 springs or spring groups, 126 lakes, 34 wetlands, 9 aquifer sites including 7 Upper Floridan Aquifer (UFA) wells in the NTBWUCA, and the UFA in the Most Impacted Area (MIA) of the SWUCA and the UFA in the DPCWUCA. The District also plans to monitor and assess the status of 2 adopted reservations, including a reservation for water stored in Lake Hancock and released to Lower Saddle Creek for recovery of MFLs adopted for the Upper Peace River, and a reservation for water from Morris Bridge Sink for recovery of MFLs adopted for the Lower Hillsborough River. In addition, the District is scheduling the establishment or reevaluation of 26 MFLs and 1 reservation through calendar year 2027.

The District's annual MFLs Priority List and Schedule and Reservations List and Schedule is approved by the Governing Board in October, submitted to FDEP for review in November, and published in the Consolidated Annual Report the following March. The currently approved and proposed priority lists and schedules are also posted on the District's Minimum Flows and Levels

Documents and Reports webpage at: <https://www.swfwmd.state.fl.us/projects/mfl/documents-and-reports>.

Watershed Management Planning

The District addresses flooding problems in existing areas by preparing and implementing Watershed Management Plans (WMPs) in cooperation with local governments. The WMPs define flood conditions, identify flood level of service deficiencies, and evaluate BMPs to address those deficiencies. The WMPs include consideration of the capacity of a watershed to protect, enhance, and restore water quality and natural systems while achieving flood protection. The plans identify effective watershed management strategies and culminate in defining floodplain delineations and constructing selected BMPs.

Local governments and the District combine their resources and exchange watershed data to implement the WMPs. Funding for local elements of the WMPs is provided through local governments' capital improvement plans and the District's Cooperative Funding Initiative. Additionally, flood hazard information generated by the WMPs is used by the Federal Emergency Management Agency (FEMA) to revise flood insurance rate maps. This helps to better define flood risk and is used extensively for land use planning by local governments and property owners. Since the WMPs may change based on growth and shifting priorities, the District also cooperates with local governments to update the WMPs when necessary, giving decision-makers opportunities throughout the program to determine when and where funds are needed.

Quality of Water Improvement Program (QWIP)

The QWIP was established in 1974 through Chapter 373, F.S. to restore groundwater conditions altered by well drilling activities for domestic supply, agriculture, and other uses. The Program's primary goal is to preserve groundwater and surface water resources by reimbursing landowners for the cost to properly plug abandoned or deteriorating artesian wells on their property. Thousands of wells constructed prior to current well construction standards were often deficient in casing, which interconnected aquifers and enabled poor-quality mineralized water to migrate into aquifers containing potable-quality water. Plugging abandoned artesian wells eliminates the waste of water at the surface and prevents mineralized groundwater from contaminating other aquifers and surface water bodies. Historically, the Program has proven to be a cost-effective method to promote the plugging of such wells.

The region of emphasis for the Program is the Southern Water Use Caution Area (SWUCA) where the upper Floridan aquifer is confined. Plugging abandoned wells, which involves filling them from the bottom to the top with cement and/or bentonite, re-establishes the natural isolation between aquifers, preventing the mixing of varying water qualities and the free flow of water at the surface. Before an abandoned well is plugged, QWIP staff collect geophysical logs that measure several hydrologic and geologic properties for inclusion in the District's database. While this is done primarily to determine the eligible reimbursement, the data can also be utilized to ensure the appropriate amount of material is used to properly plug the well. The Program benefits landowners, water well contractors, and the water resources of the District.

Stormwater Improvements - Implementation of Storage and Conveyance BMPs

The District's WMPs and SWIM programs implement stormwater and conveyance BMPs for preventative flood protection and to improve surface water quality, particularly in urban areas, and to enhance surface and groundwater resources. The BMPs involve construction of improvements identified and prioritized in the development of watershed management plans. Most of the activities are developed through cooperative funding with a local government entity, DEP, or other state funding. As stormwater is a primary contributor of water quality degradation in older urban areas, the District seeks opportunities to work with local cooperators to retrofit or improve these systems to reduce impacts to receiving waters.

WRD Projects

The District has budgeted for 29 WRD projects that are ongoing. At the start of FY2025 (October 1, 2024), the District has allocated approximately \$4.7 million in the budget for 4 of these projects. If a project received funding in prior years and is still ongoing it remains in the Work Program until completion. District funding for a number of the projects is matched to varying degrees by local cooperators including municipalities, state agencies, private agricultural operations, and others. The total cost of these projects, including the cooperator shares, is approximately \$47.85 million. It's estimated that approximately 82.4 million gallons per day (mgd) of additional water supply will be produced or conserved. The projects are listed in **Table 2** and are consistent with Programmatic Code 2.2.1 in the District's FY2025 budget. The WRD projects are organized into three groups:

Aquifer Storage and Recovery Feasibility and Pilot Testing

These projects are research and/or pilot projects designed to further the development of the innovative alternative water sources described in the RWSP. The projects for investigation of the Lower Floridan aquifer are primarily District-led initiatives. The ASR and Aquifer Recharge projects may involve both technical and financial assistance from the District.

Facilitating Agricultural Resource Management Systems (FARMS)

The FARMS Program is an agricultural BMP cost-share reimbursement program. The program is a public/private partnership developed by the District and the Florida Department of Agriculture and Consumer Services (FDACS). The program provides incentives to the agricultural community within the District to implement agricultural BMPs that will provide resource benefits including the reduction of groundwater withdrawals from the Upper Floridan aquifer, improvement of ground and surface water quality impacted by groundwater withdrawals, and improvement of natural-system functions within wetlands and priority watersheds.

The FARMS Program operates under District Governing Board Policy to fund projects that provide these benefits while assisting in the implementation of the District's RWSP. This plan identifies strategic initiatives and regional priorities to meet the District's water management goals. These goals are based on improving and/or maintaining the water resource conditions of several regions within the District. Five primary goals for the FARMS Program are to:

1. Improve surface water quality which has been impacted by groundwater withdrawals with a priority given to projects in the Shell, Prairie, and Joshua Creek, or Horse Creek watersheds;
2. Conserve, restore or augment the water resources and natural systems in the Upper Myakka River Watershed;
3. Reduce groundwater use in the SWUCA;
4. Reduce groundwater use for Frost/Freeze Protection within the DPCWUCA;
5. Reduce Upper Floridan aquifer groundwater use and nutrient loading impacts in the Northern District.

The FARMS projects implement FDACS-approved BMPs that offset groundwater use with surface water and/or increase the overall efficiency of irrigation water use. Many projects have the added benefit of reducing agricultural impacts to surface water features. Properly implemented BMPs protect and conserve water resources and may increase crop production.

Environmental Restoration and MFL Recovery Projects

These projects include MFL recovery projects for the Hillsborough River Recovery Strategy, and for the upper Peace River, and SWUCA Salt Water Intrusion Minimum Aquifer Level (SWIMAL) in support of the SWUCA Recovery Strategy.

At the DEP's guidance, additional project details are available in spreadsheet format. The DEP will present Work Program project data from each of the water management districts on their

website for public review, in accordance with Section 373.536(6)(b), F.S. The detailed spreadsheet includes project descriptions, schedules, cooperator and state funding levels, and the water bodies and planning regions supported. The District's proposed Work Program spreadsheet is available online at:

<https://www.swfwmd.state.fl.us/resources/plans-reports/water-resource-development-work-program>

Table 2. FY2025 - FY2029 District Funding and Total Project Cost for Water Resource Development Projects

Project Number	WRD Projects ¹	Total Prior District Funding	FY2024 District Cost	FY2025 District Cost	FY2026 District Cost	FY2027 District Cost	FY2028 District Cost	Total Cost District + Cooperator	Funding Source ²	Quantity developed or conserved ¹
1) Aquifer Storage and Recovery Feasibility and Pilot Testing (Programmatic Code 2.2.1.1)										
N855	Southern Hillsborough Aquifer Recharge Program (SHARP) Phase 2	\$4,800,000	\$0	\$0	\$0	\$0	\$0	\$9,700,000	District, Hillsborough County	4.0
P280	Hydrogeologic Investigation of LFA in Polk County	\$12,000,000	\$0	\$0	\$0	\$0	\$0	\$12,000,000	District	NA
P925	Optical Borehole Imaging Data Collection from LFA Wells	\$100,200	\$0	\$0	\$0	\$0	\$0	\$167,000	District, USGS	NA
P926	Sources/Ages of Groundwater in LFA Wells	\$368,300	\$0	\$0	\$0	\$0	\$0	\$736,600	District, USGS	NA
Q050	City of Venice Reclaimed Water Aquifer Storage Recovery	\$2,744,876	\$0	\$0	\$0	\$0	\$0	\$5,489,752	District, City of Venice	Storage
Q064	Direct Aquifer Recharge -North Hillsborough Aquifer Recharge Program Phase 2	\$750,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000	District, Hillsborough County	Study
Q159	Sarasota County - Bee Ridge Water Reclamation Facility Aquifer Recharge	\$915,511	\$0	\$0	\$0	\$0	\$0	\$1,831,022	District, Sarasota County	5.0
2) Facilitating Agricultural Resource Management Systems (FARMS) (Programmatic Code 2.2.1.2)										
H017	FARMS Projects (H017) 3	Annual Request	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	Annual Request	District	32.339
H798	FARMS - P BAR R Sod Company, LLC	\$293,187	\$0	\$0	\$0	\$0	\$0	\$390,916	District, BAR R Sod Company, LLC	0.08
H802	FARMS - Berry Patch Ridge, LLC	\$241,572	\$0	\$0	\$0	\$0	\$0	\$322,096	District, Berry Patch Ridge, LLC	0.04
H804	FARMS- FD Berries USA, LLC	\$112,611	\$0	\$0	\$0	\$0	\$0	\$150,149	District, FD Berries USA, LLC	0.225
H805	FARMS- Bay Grove- T&T Environmental Phase 1	\$773,364	\$0	\$0	\$0	\$0	\$0	\$1,138,792	District, Bay Grove- T&T Environmental	0.12
H806	FARMS- Sandhill Native Growers	\$303,507	\$0	\$0	\$0	\$0	\$0	\$404,677	District, Sandhill Native Growers	0.08
H807	FARMS- Sizemore Group Automation	\$182,857	\$0	\$0	\$0	\$0	\$0	\$243,809	District, Sizemore Group Automation	0.0307

Project Number	WRD Projects ¹	Total Prior District Funding	FY2024 District Cost	FY2025 District Cost	FY2026 District Cost	FY2027 District Cost	FY2028 District Cost	Total Cost District + Cooperator	Funding Source ²	Quantity developed or conserved ¹
H813	FARMS- Bayside Sod	\$378,829	\$0	\$0	\$0	\$0	\$0	\$528,210	District, Bayside Sod	0.085
H814	FARMS - Bethel Farms, LLLP - Ph 5	\$296,023	\$0	\$0	\$0	\$0	\$0	\$479,494	District, Bethel Farms, LLLP -	0.073
H815	FARMS - Midway Farms, LLC	\$234,019	\$0	\$0	\$0	\$0	\$0	\$312,025	District, Midway Farms	0.1
H816	FARMS - Marshall Tree Farm, Inc.	\$31,707	\$0	\$0	\$0	\$0	\$0	\$63,414	District, Marshall Tree Farm, Inc.	0.0902
H818	FARMS - Bay Grove - T&T Environmental, LLC Ph 2	\$350,540	\$0	\$0	\$0	\$0	\$0	\$684,540	District, Bay Grove - T&T Environmental, LLC	0.078
H819	FARMS - Spanish Trails Farming and Land Co. LLC Ph 3	\$542,000	\$0	\$0	\$0	\$0	\$0	\$748,000	District, Spanish Trails Farming and Land Co. LLC	0.14
H820	FARMS - Wauchula Fresh, LLC	\$541,701	\$0	\$0	\$0	\$0	\$0	\$800,319	District, Wauchula Fresh, LLC	0.115
H822	FARMS - Midway Farms, LLC Phase 2	\$121,810	\$0	\$0	\$0	\$0	\$0	\$162,414	District, Midway Farms, LLC	0.04
H823	FARMS - McClure Properties, LTD	\$215,162	\$0	\$0	\$0	\$0	\$0	\$286,883	District, McClure Properties, LTD	0.045
H824	FARMS - Farm Road Port Charlotte, FL LLC - Phase 2	\$554,200	\$0	\$0	\$0	\$0	\$0	\$746,500	District, Farm Road Port Charlotte, FL LLC	0.1
H529	Mini-FARMS Program 3	Annual Request	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	Annual Request	District	2.0
3) Minimum Flows and Minimum Water Levels Recovery ⁴ (Programmatic Code 2.2.1.3)										
H089	MIA Recharge SWIMAL Recovery at Flatford Swamp	\$6,635,702	\$0	\$0	\$0	\$0	\$0	\$6,635,702	District	2.0
H404-1	Lower Hillsborough River Recovery Strategy Morris Bridge Sink	\$ 1,174,982	\$ 155,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 200,000.00	\$ 2,024,982	District	3.90
H400-7	Third Five-Year Assessment of the Lower Hillsborough River Recovery Strategy	\$234,068	\$0	\$0	\$0	\$0	\$0	\$0	District	NA
H400-13	Biological Data Collection 2024	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	District	NA
Water Resource Development Project Totals		\$34,926,604	\$4,695,000	\$4,665,000	\$4,665,000	\$4,665,000	\$4,700,000	\$47,851,240		82.46

1. Acronyms: TBD - to be determined, NA - not applicable, mgd - million gallons per day, MIA - Most Impacted Area of the SWUCA, SWIMAL - Salt Water Intrusion Minimum Aquifer Level, USGS - United States Geological Survey, ASR – Aquifer Storage Recovery, LFA – Lower Floridan Aquifer.

2. Future funding budget estimates for which specific time frames are not yet determined are distributed evenly over future years.

3. The FARMS lead program (H017) have saved 32.2 mgd to date. Sub-projects list active project savings as of June 2024.

4. H400 and H404 consists of many sub projects. IWRDWP only represents ongoing efforts to align with STAR reporting.

Water Supply Development Assistance

Water supply development is defined as the planning, design, construction, operation, and maintenance of public or private facilities for water collection, production, treatment, transmission, or distribution for sale, resale, or end use (Section 373.019(26), F.S.). Regional water supply authorities, local governments, and public and privately-owned water utilities typically have the lead role in implementing water supply development projects (Section 373.705, F.S.). The District provides funding assistance to these entities for projects that are consistent with the District's Strategic Plan, Water Management Plans, Surface Water Improvement and Management Plans, and the District and CFWI RWSPs. Final decisions regarding the funding of projects are the exclusive responsibility of the District's Governing Board. The District's primary funding mechanism for water supply development assistance is the Cooperative Funding Initiative (CFI) Program, which is described in the Funding Sources section of this Work Program.

The District has 50 budgeted or ongoing water supply development projects in FY2025, including 1 water supply planning projects that support water supply development. As shown in **Table 3-h**, the District is funding approximately \$66.2 million in FY2025 for 8 projects that achieve water supply development assistance. The project budgets shown are consistent with the District's Programmatic Budget under activity codes 2.2.2 (water supply development) and 1.1.1 (water supply planning). The water supply projects are listed in **Table 3-a to 3-g**, grouped by the following budget sub-categories and sorted by project code number:

- Surface Water Projects
- Regional Potable Water Interconnect Projects
- Reclaimed Water Projects
- Brackish Groundwater Development Projects
- ASR and Aquifer Recharge Projects
- Conservation Projects
- Water Supply Planning Projects

Most water supply development projects are funded within one year, but large projects may have construction budgets over multiple years to coincide with each year's predicted expenses. Since the District budget is adopted on an annual basis, the future funding for ongoing projects is estimated based on projected costs and schedules. Additional future funding will be needed for new projects that aren't yet proposed through the CFI Program. The District anticipates new reclaimed water and conservation projects will require funding levels less than previous years. The amount needed for new regional interconnects and water treatment facilities can vary greatly from year to year, peaking as large infrastructure projects move from design to construction phases.

Significant new funding has been proposed in the FY2025-29 timeframe for expansions of the PRMRWSA Regional Loop System, next phases of the PRWC's Southeast and West Polk Lower Floridan Aquifer Wellfields, and Tampa Bay Water's Southern Hillsborough County Transmission Expansion.

The listed projects that have no FY2025 or future funding are ongoing with prior year funding. Projects are omitted from the Work Program when they are completed, and final reimbursement is provided.

Table 3-a. Surface Water Projects

Project Number	Water Supply Development Assistance - Surface Water Projects (Programmatic Budget 2.2.2.1)	Prior District Funding	FY2025 Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	Total Project Cost	Supply (mgd)
Q272	PRMRWSA - Reservoir No. 3	\$18,682,867	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$358,250,000	NA
Total Surface Water Projects		\$18,682,867	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$358,250,000	0.000

Table 3-b. Regional Potable Water Interconnect Projects

Project Number	Water Supply Development Assistance - Regional Potable Water Interconnects (Programmatic Budget 2.2.2.2)	Prior District Funding	FY2025 Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	Total Project Cost	Supply (mgd)
Q146	Tampa Bay Water Southern Hillsborough County Booster Pump Station	\$1,775,000	\$0	\$0	\$0	\$0	\$0	\$12,686,049	6
Q216	PRWC Regional Transmission Southeast Phase 1	\$24,031,077	\$9,723,285	\$27,800,000	\$14,458,638	\$0	\$0	\$174,100,600	NA
Q241	TBW - Southern Hillsborough County Transmission Expansion	\$12,359,207	\$3,500,000	\$33,173,698	\$33,173,698	\$33,173,698	\$29,673,699	\$425,424,130	NA
Q248	PRMRWA - Regional Acquisition of Project Prairie Pumping and Storage Facilities	\$637,500	\$0	\$0	\$0	\$0	\$0	\$2,030,032	NA
Q313	PRMRWSA- Regional Integrated Loop System Ph 3C	\$13,244,319	\$13,305,681	\$0	\$0	\$0	\$0	\$63,850,000	NA
Q355	PRMRWSA- Regional Integrated Loop System Ph 2b	\$15,396,094	\$10,350,000	\$10,403,906	\$0	\$0	\$0	\$87,440,545	NA
Total Regional Potable Water Interconnect Projects		\$67,443,197	\$36,878,966	\$71,377,604	\$47,632,336	\$33,173,698	\$29,673,699	\$765,531,356	6

Table 3-c. Reclaimed Water Projects

Project Number	Water Supply Development Assistance - Reclaimed Water Projects (Programmatic Budget 2.2.2.3)	Prior District Funding	FY2025 Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	Total Project Cost	Benefit (mgd)
N339	Winter Haven #3 Reclaimed Interconnect, Storage, and Pumping	\$2,750,000	\$0	\$0	\$0	\$0	\$0	\$9,466,000	0.3
N791	Pasco County Starkey Ranch Reclaimed Water Transmission Phase C	\$456,800	\$0	\$0	\$0	\$0	\$0	\$913,600	0.29
N868	Polk County Utilities NERUSA Ernie Caldwell Blvd Reclaimed Water Transmission	\$1,056,500	\$0	\$0	\$0	\$0	\$0	\$2,113,000	0.414
N898	Haines City Reclaimed Water Tank and Pump Stations Project	\$4,620,000	\$0	\$0	\$0	\$0	\$0	\$6,800,000	Storage
Q057	Zephyrhills - Zephyr Lakes & Hospital Reuse	\$710,650	\$0	\$0	\$0	\$0	\$0	\$1,421,300	0.33
Q066	Polk County Utilities- NERUSA Lake Wilson Road Reuse	\$262,750	\$0	\$0	\$0	\$0	\$0	\$525,500	0.18
Q067	Polk County Utilities-NERUSA Southeast Reuse Loop	\$2,186,750	\$0	\$0	\$0	\$0	\$0	\$4,373,500	0.522
Q105	Citrus County Sugarmill Woods Golf Course Reuse	\$1,834,000	\$0	\$0	\$0	\$0	\$0	\$3,918,000	0.5
Q113	City of Plant City McIntosh Park Indirect Potable Reuse Feasibility Study	\$300,000	\$0	\$0	\$0	\$0	\$0	\$600,000	Study
Q139	North Port Direct Potable Reuse Feasibility	\$125,000	\$0	\$0	\$0	\$0	\$0	\$250,000	Study
Q160	Sarasota County Honore Avenue Reclaimed Water Transmission	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$3,000,000	0.533

Table 3-c. Reclaimed Water Projects (continued)

Project Number	Water Supply Development Assistance - Reclaimed Water Projects (Programmatic Budget 2.2.2.3)	Prior District Funding	FY2025 Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	Total Project Cost	Benefit (mgd)
Q200	Winter Haven Direct Potable Reuse Feasibility Study	\$100,000	\$0	\$0	\$0	\$0	\$0	\$200,000	Study
Q209	Polk County Direct Potable Reuse Feasibility and Pilot Demo	\$795,000	\$0	\$0	\$0	\$0	\$0	\$2,591,582	Study
Q268	Braden River Utilities Taylor Road Area Transmission	\$3,550,000	\$0	\$0	\$0	\$0	\$0	\$7,100,000	1.57
Q271	Winter Haven Preserve at Lake Ashton Transmission	\$1,410,000	\$0	\$0	\$0	\$0	\$0	\$2,820,000	0.59
Q274	Zephyrhills - Zephyr to Pasco Reclaimed Water Interconnect	\$880,000	\$0	\$0	\$0	\$0	\$0	\$1,760,000	NA
Q353	Pinellas Co- Southcross RW Expand/Surface Aug Study	\$200,000	\$0	\$0	\$0	\$0	\$0	\$400,000	Study
Total Reclaimed Water Projects		\$22,737,450	\$0	\$0	\$0	\$0	\$0	\$48,252,482	5.229

Table 3-d Brackish Groundwater Projects

Project Number	Water Supply Development Assistance - Brackish Groundwater Development Projects (Programmatic Budget 2.2.2.4)	Prior District Funding	FY2025 Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	Total Project Cost	Supply (mgd)
Q184	PRWC Southeast Wellfield Implementation	\$14,834,987	\$14,500,000	\$14,500,000	\$14,500,000	\$14,500,000	\$14,500,000	\$247,530,000	12.5
Q294	PRWC Southeast Test Well No. 3	\$2,062,500	\$0	\$0	\$0	\$0	\$0	\$4,125,000	Study
Q308	PRWC- West Polk Wellfield	\$12,364,308	\$651,190	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$237,400,000	10
Q309	PRWC- Test Prod Well #2 West Polk Wellfield	\$1,448,500	\$0	\$0	\$0	\$0	\$0	\$4,125,000	Study
Total Brackish Groundwater Projects		\$30,710,295	\$15,151,190	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$493,180,000	22.5

Table 3-e. Aquifer Storage and Recovery (ASR) and Aquifer Recharge Projects

Project Number	Water Supply Development Assistance - Aquifer Recharge/ Storage and Recovery Projects (Programmatic Budget 2.2.2.5)	Prior District Funding	FY2025 Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	Total Project Cost	Benefit (mgd)
N435	City of Bradenton Surface Water Aquifer Storage Recovery 2	\$2,350,000	\$0	\$0	\$0	\$0	\$0	\$4,700,000	Storage
Q142	Pinellas County Chestnut Park Aquifer Storage, Recovery & Recharge	\$893,500	\$0	\$2,779,875	\$926,625	\$0	\$0	\$9,200,000	Storage
Total Aquifer Recharge/ASR Projects		\$3,243,500	\$0	\$2,779,875	\$926,625	\$0	\$0	\$13,900,000	0

Table 3-f. Conservation Projects

Project Number	Water Supply Development Assistance - Conservation Rebates, Retrofits, Etc. Projects (Programmatic Budget 2.2.2.7)	Prior District Funding	FY2025 Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	Total Project Cost	Benefit (mgd)
B015	Water Incentives Supporting Efficient (WISE) Program	Annual Request	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	Annual Request	0.531
N973	Winter Haven Consumption/Conservation Programs Data Management Software	\$60,000	\$0	\$0	\$0	\$0	\$0	\$120,000	0.016
N999	Marion County Toilet Rebate Program Phase 5	\$32,000	\$0	\$0	\$0	\$0	\$0	\$64,000	0.01
Q145	Longboat Key Club - Advanced Irrigation System	\$508,516	\$0	\$0	\$0	\$0	\$0	\$1,115,000	0.095
Q166	Bartow - Golf Course Advanced Irrigation System	\$250,000	\$0	\$0	\$0	\$0	\$0	\$500,000	0.051
Q193	Crystal River - Conservation Phase 1	\$9,090	\$0	\$0	\$0	\$0	\$0	\$18,180	0.005
Q215	TBW - Demand Management Program Phase 2	\$1,432,238	\$0	\$0	\$0	\$0	\$0	\$2,864,476	0.68
Q245	Pinellas County AMI Metering Analytics	\$139,414	\$0	\$0	\$0	\$0	\$0	\$278,828	0.111
Q256	St. Petersburg - Sensible Sprinkling Program - Phase 10	\$50,000	\$0	\$0	\$0	\$0	\$0	\$100,000	0.055
Q265	North Port - Water Distribution Ridgewood/Lampighter Area Looping	\$173,950	\$0	\$0	\$0	\$0	\$0	\$347,900	0.015
Q266	Polk County - Florida Water Star Builder Reimbursement Program	\$20,000	\$0	\$0	\$0	\$0	\$0	\$40,000	0.005
Q267	PRWC- Demand Management Implementation	\$102,679	\$0	\$0	\$0	\$0	\$0	\$205,358	0.064
P964	Water Use Evals for Non-Ag Users	\$103,400	\$0	\$0	\$0	\$0	\$0	\$103,400	0.011
Q304	Venice Toilet Rebate and Retrofit Phase 9	\$16,500	\$0	\$0	\$0	\$0	\$0	\$33,000	0.005
Q306	WRWSA Irrigation Eval Program, Phase 7	\$51,000	\$0	\$0	\$0	\$0	\$0	\$102,000	0.025
Q311	Bay Laurel CCDD Water Conservation Program Phase 2	\$191,900	\$0	\$0	\$0	\$0	\$0	\$383,800	0.028
Q319	Manatee County Toilet Rebate Phase 15	\$50,000	\$0	\$0	\$0	\$0	\$0	\$100,000	0.017
Q320	Citrus County Water Conservation Program phase 6	\$21,350	\$0	\$0	\$0	\$0	\$0	\$42,700	0.006
Q371	Polk County Irrigation System Evaluation Program, Phase 8	\$72,500	\$0	\$0	\$0	\$0	\$0	\$178,750	0.053
Q387	St. Pete Sensible Sprinkling Program, Phase 11	\$50,000	\$0	\$0	\$0	\$0	\$0	\$100,000	0.005
Total Conservation Rebates, Retrofits, Etc.		\$3,334,537	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$6,697,392	1.788

Table 3-g. Water Supply Planning Projects

Project Number	Water Supply Planning (Programmatic Budget 1.1.1)	Prior District Funding	FY2025 Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	Total Project Cost	Supply (mgd)
Q324	WRWSA Regional Water Supply Plan 2024 Update	\$175,000	\$0	\$0	\$0	\$0	\$0	\$350,000	NA
Total Planning Projects		\$175,000	\$0	\$0	\$0	\$0	\$0	\$350,000	0

Table 3-h. Summary of Funding for Water Supply Development Projects

Water Supply Development Assistance Project Totals (Programmatic Budget 2.2.2 & 1.1.1)	Prior District Funding	FY2024 Funding	FY2025 Funding	FY2026 Funding	FY2026 Funding	FY2028 Funding	Total Project Cost	Supply (mgd)
Surface Water Projects	\$18,682,867	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$338,235,100	0.00
Regional Potable Water Interconnect Projects	\$67,443,197	\$36,878,966	\$71,377,604	\$47,632,336	\$33,173,698	\$29,673,699	\$765,531,356	6.00
Reclaimed Water Projects	\$22,737,450	\$0	\$0	\$0	\$0	\$0	\$48,252,482	5.23
Brackish Groundwater Development Projects	\$30,710,295	\$15,151,190	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$493,180,000	22.50
Aquifer Recharge/ Storage and Recovery Projects	\$3,243,500	\$0	\$2,779,875	\$926,625	\$0	\$0	\$13,900,000	0.00
Conservation Projects	\$3,334,537	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$6,697,392	1.79
Water Supply Planning Projects	\$175,000	\$0	\$0	\$0	\$0	\$0	\$350,000	0.00
Total Funding for Water Supply Development Projects	\$146,326,846	\$66,255,156	\$112,882,479	\$87,283,961	\$71,898,698	\$68,398,699	\$1,666,146,330	35.52

Acronyms: ASR - aquifer storage and recovery, BMPs - best management practices, ET - Evapotranspiration, mgd - million gallons per day, NERUSA/NWRUSA - Northeast/Northwest Regional Utility Service Areas of Polk County Utilities, PRMRWSA - Peace River Manasota Regional Water Supply Authority, PRWC - Polk Regional Water Cooperative, WRWSA - Withlacoochee Regional Water Supply Authority,

Funding Sources

The District provides significant financial assistance for water resource development and water supply development projects through the District's Cooperative Funding Initiative (CFI), and District Initiatives. The financial assistance is provided primarily to governmental entities, but private entities may also participate in these programs. Portions of state funding are allocated to the District through the DEP and legislative appropriations for the Springs Initiative, the Florida Forever Program, the Water Protection and Sustainability Program, and the District's FARMS Program. These sources are described below.

District Funding

Cooperative Funding Initiative –The District's primary funding mechanism is its CFI program, which includes funding for major regional water supply and water resource development projects and localized projects throughout the District's 16-county jurisdiction. The CFI is a matching grant program that enables the Governing Board to jointly participate with local governments and other entities to ensure proper development, use, and protection of the regional water resources of the District. Projects of mutual benefit are generally funded 50 percent by the District and 50 percent by the public or private cooperators. Communities or counties qualifying under the Rural Economic Development Initiative (Section 288.0656, F.S.) may be eligible for greater matching shares. Projects with construction costs exceeding \$5 million will undergo a third-party review to confirm costs, schedules, and ability to meet its resource benefits. Any state and federal funds received for the projects are applied directly against the project costs, with both parties benefitting equally. Beginning in 2023, state and federal funds may be applied to eligible cost increases incurred above the Governing Board approved total project cost, before equally reducing both parties' share. The District is committed to solving the region's water resource issues through cooperative programs, such as the CFI which has been in place since 1988. These efforts have been highly successful resulting in a combined investment (District and cooperators) of more than \$4.1 billion in incentive-based funding assistance for a variety of water resource projects addressing the District's four areas of responsibility: water supply, natural systems, flood protection and water quality.

District Initiatives – Projects implemented through District Initiatives are of great importance or a regional priority and, in most cases, are fully funded by the District. Examples of these initiatives include Water Resource Development (WRD) projects such as: (1) the Quality of Water Improvement Program (QWIP) to plug deteriorated, free-flowing wells that waste water and cause inter-aquifer contamination; (2) the Utilities Services Group to conserve water by assisting utilities in controlling their water loss; (3) data collection and analysis to support major District initiatives such as the MFLs program; (4) the FARMS program and other various agricultural research projects designed to increase the water-use efficiency of agricultural operations; (5) WRD investigations and MFLs Recovery projects which may not have local cooperators; and (6) the WISE (Water Incentives Supporting Efficiency) program launched in 2019 offers cost-share funding for a wide variety of water conservation projects (50 percent match with a maximum of \$20,000 per project) to non-agricultural entities.

State Funding

DEP Springs Initiative – A legislative appropriation specific to providing for the protection and restoration of Florida's major springs systems has enabled the DEP to assist local governments in achieving restoration goals through its Springs Initiative program. To address the unique and complex challenges required for each spring system, the District invited local, regional and state agencies to form the Springs Coast Steering Committee. Through the Springs Coast Steering Committee, the District recommends projects to the DEP for funding consideration. Projects include the re-establishment of aquatic and shoreline vegetation near spring vents, construction of infrastructure necessary to convey wastewater in a priority focus area of Outstanding Florida Springs, currently treated in septic systems or package plants, to a centralized wastewater treatment facility which may increase reclaimed water production, and implementation of other

BMPs within springshed basins. The first year of the appropriation was FY2014, when the District received \$1.35 million from DEP. Since then, the District has appropriated more than \$78.4 million from the DEP to implement projects to restore aquatic habitats, reduce groundwater withdrawals and nutrient loading within the first-magnitude springsheds, and improve the water quality and quantity of spring discharges. These projects are listed in the Work Program Appendix A - Projects for Implementing BMAPs. The District did not receive applications for FY2025 for new funding.

The Florida Forever Program – The Florida Forever Act, as originally passed by the Florida Legislature in 1999, established the 10-year \$3 billion statewide Florida Forever Program. The program was extended by the Legislature during the 2008 legislative session, allowing the program to continue for 10 more years at \$300 million annually. The District hasn't received any new Florida Forever funding since FY2011. Since 1999, the District has allocated \$95 million (\$81.6 million for land acquisition and \$13.4 million for water body restoration) of Florida Forever funding Districtwide in support of water resource development.

A "water resource development project" eligible for funding under the Florida Forever program is defined in Section 259.105, F.S., as a project that increases the amount of water available to meet the needs of natural systems and the citizens of the state by enhancing or restoring aquifer recharge, facilitating the capture and storage of excess flows in surface waters, or promoting reuse. Implementation of eligible projects under the program includes land acquisition, land and water body restoration, aquifer storage and recovery (ASR) facilities, surface water reservoirs, and other capital improvements. Numerous tracts have been acquired in the northern region including Potts and Flying Eagle preserves, Three Sisters Springs, and coastal preserves at Weeki Wachee and Chassahowitzka Rivers. A primary example of how the funds were used by the District for water resource development was the purchase of lands around Lake Hancock within the Peace River watershed, as the first step in restoring minimum flows to the Upper Peace River. In addition, the District Governing Board expended \$35.7 million in ad valorem-based funding to complete the acquisition of lands associated with the Lake Hancock project which were acquired on a voluntary basis and through eminent domain proceedings. In FY2023, the District expended the final balance of its prior-year funds held in the state's Florida Forever Trust Fund.

Facilitating Agricultural Resource Management Systems (FARMS) Program – The District's FARMS Program is an agricultural best management practice (BMP) cost-share reimbursement program that involves both water quantity and water quality. This public/private partnership program was developed by the District and the Florida Department of Agriculture and Consumer Services (FDACS) in 2003. The purpose of the FARMS Program is to implement production-scale agricultural BMP projects that will provide water resource benefits including water quality improvement, reduction of Upper Floridan withdrawals, conservation, and restoration or augmentation of the area's water resources and ecology. Since 2003 the District has co-funded \$54.5 million dollars towards \$92.6 million dollars in total project costs for 254 FARMS projects resulting in 32.5 million gallons per day (mgd) of water resource benefits. Operating under District Governing Board Policy, the program utilizes state funding when available. Since inception of the program, the District has utilized \$7.3 million in state appropriations and \$1.2 million from the FDACS. No funding has been provided by state appropriations since FY2009.

NRCS Environmental Quality Incentive Program (EQIP) – The EQIP provides technical, educational, and financial assistance to eligible farmers, ranchers, and forest landowners to address soil, water, and related natural resource concerns on their lands while complying with federal, state of Florida, and tribal environmental laws that encourage environmental enhancement. The District's FARMS Program partners with the NRCS on both financial and technical levels and has coordinated dual cost-share projects whenever possible. The maximum funding for using both FARMS and EQIP is 75 percent of the total project cost.

Water Protection and Sustainability Program – Large areas of Florida do not have sufficient traditional water resources to meet the future needs of the state's growing population and the needs of the environment, agriculture, and industry. The state's Water Protection and Sustainability Program Trust Fund (WPSPTF) was created in the 2005 legislative session through Senate Bill 444 to accelerate the development of alternative water sources and later recreated in Chapter 373, F.S., as part of the 2009 legislative session. Legislation focused on encouraging cooperation in the

development of alternative water supplies and improving the linkage between local governments' land use plans and water management districts' regional water supply plans (RWSP). The program provides matching funds to the District for alternative water supply development assistance. From FY2006 through FY2009, the District was appropriated a total of \$53.75 million by the Legislature through the WPSPTF for water supply development projects. An additional \$700,000 in appropriations were allocated to the District between FY2020 and FY2021.

Program funds are applied toward a maximum of 20 percent of eligible project construction costs. In addition, the Legislature established a goal for each water management district to annually contribute funding equal to 100 percent of the state funding for alternative water supply development assistance, which the District has exceeded annually. The legislation also requires that a minimum of 80 percent of the WPSPTF funding be related to projects identified in a district water supply plan. The District's RWSP is utilized in the identification of the majority of WPSPTF-eligible projects. Projects are evaluated for funding based on consideration of the 14 factors described in Subsections 373.707(8)(f) and (g), F.S., and additional District evaluation factors as appropriate.

Water Supply and Water Resource Development Grant Program – In FY2020, the state appropriated funds in addition to the Water Protection and Sustainability Program through the establishment of a Water Supply and Water Resource Development grant program in order to maximize the effort of addressing the demands on Florida's water supply to meet the future needs of the state's growing population and the needs of the environment. By identifying and researching all viable alternative water supply resources, the grant program is intended to help communities plan for and implement conservation, reuse, and other water supply and water resource development projects. Projects selected for funding are prioritized by areas of greatest need and greatest benefit, including timeliness of implementation. From FY2020 through FY2024, \$36 million has been awarded to the District by DEP for alternative water supply development through this grant program with an additional \$10 million anticipated in FY2025.

Summary/Conclusions

The Work Program presented herein is adequate to ensure water is available to timely meet the water supply needs of existing and future reasonable-beneficial uses for a 1-in-10-year drought event and to avoid the adverse effects of competition for water supplies. Over the next five years, this Work Program outlines the District's commitment to ensure the availability of adequate water supplies for all reasonable-beneficial uses and to maintain the function of natural systems. It additionally illustrates the contributions of the District in support of MFLs and water reservations.

This Work Program outlines activities and projects that will make available 117.98 mgd of water upon completion, including reuse water and new potable supply. These benefits are associated with approximately \$95.7 million budgeted for FY2025. The proposed funding for the 5-year Work Program is approximately \$548 million through FY 2025-29. **Table 4** below summarizes the funding categorized in the Work Program as WRD data collection and analysis activities, WRD Projects, and Water Supply Development Projects.

Table 4. Work Program Summary

WRD Data Collection and Analysis Activities	Sum of Current Year District Funding (FY2025)	Sum of Five-Year District Funding (F2025-29)	Sum of Water Made Available (mgd)
Water Resource Development - Data Collection and Analysis Activities (Table 1)	\$24,473,170	\$117,901,726	NA
Water Resource Development - Projects (Table 2)	\$4,965,000	\$23,390,000	82.46
Water Supply Development - Projects (Table 3-h)	\$66,255,156	\$406,718,993	35.52
Totals	\$95,693,326	\$548,010,719	117.98

At the DEP's guidance, specific project details are provided in spreadsheet format. The DEP will present Work Program project data from each of the water management districts on their website for public review, in accordance with Section 373.536(6)(b), F.S. The detailed spreadsheet includes project schedules, cooperator and state funding levels, and the waterbodies and planning regions supported. The District's proposed Work Program projects spreadsheet is available online at: <https://www.swfwmd.state.fl.us/resources/plans-reports/water-resource-development-work-program>

The WRD and water supply projects set forth a commitment to develop projects associated with the implementation MFLs, recovery/prevention strategies, and water reservations. The majority of projects are located within the SWUCA or NTBWUCA and support their recovery strategies by reducing impacts to the Upper Floridan aquifer. The remaining projects are located in the District's Northern Planning Region, where a proactive, preventative approach is taken to optimize available water resources.

The data collection and analysis activities are a critical part of the WRD component implemented by the District. These activities support the District's MFLs programs. At the beginning of FY2025, the District has established and continues to monitor 207 adopted MFLs and has scheduled the establishment or revaluation of 23 MFLs through FY2027. The District's annual MFLs Priority List and Schedule and Reservations List and Schedule is published in the Consolidated Annual Report, and can also be found on the District's webpage at: <https://www.swfwmd.state.fl.us/projects/mfl/documents-and-reports>

Other data collection and analysis activities include conducting watershed management planning, the QWIP program to preserve water resources through proper well abandonment, and the Implementation of stormwater storage and conveyance BMPs.

Appendix A

District Projects for Implementing Basin Management Action Plans

Basin Management Action Plans (BMAPs) provide technical direction for restoring impaired waters by reducing pollutant loadings to meet the allowable loadings established in a Total Maximum Daily Load (TMDL). In 2016, the Florida Legislature amended Section 373.036, F.S., to require the identification of all specific projects that implement a BMAP or a recovery or prevention strategy in the Work Program. The Work Programs have historically identified water resource development projects that support MFL recovery and prevention but haven't included projects primarily intended to implement BMAPs. Consistent with section 373.036, F.S., and in a manner coordinated with DEP and the five water management Districts, this Appendix A of the Work Program provides a five-year funding outlook for projects specifically identified in an adopted BMAP.

The District budgeted for twelve BMAP projects, each benefitting the water quality of first- magnitude springs in the District's northern planning region.

Kings Bay/Crystal River Basin Management Action Plan

- Citrus County Cambridge Greens Septic to Sewer (W432)
- Crystal River Preserve State Park Redfish Hole Restoration (W401)
- Submerged Aquatic Vegetation Mapping (WS01)

Chassahowitzka, Homosassa Springs Basin management Action Plan

- Citrus County Old Homosassa West Septic to Sewer Project (WH04)
- Citrus County Old Homosassa East Septic to Sewer project (Q134)
- Submerged Aquatic Vegetation Mapping – Chassahowitzka (WS01)
- Submerged Aquatic Vegetation Mapping – Homosassa (WS01)
- Chassahowitzka Education Campaign (W466)

Weeki Wachee Springs Basin Management Action Plan

- Hernando County Weeki Wachee Springshed Nitrogen Removal Stormwater Retrofits (WW05)
- Submerged Aquatic Vegetation Mapping (WS01)
- Weeki Wachee Education Campaign (W466)

Rainbow Springs Basin Management Action Plan

- Submerged Aquatic Vegetation Mapping (WS01)

The projects are categorized under various District Programmatic Budget activity codes. District funding shares are presented in **Table A-1**. Funding awarded from the DEP is reflected in the funding columns. Additional funding from the local cooperator shares, including state appropriations are reflected under the total project cost. Consistent with the District's CFI policy, projects with construction costs exceeding \$5 million will undergo a third-party review (TPR) at the 30 percent design stage to confirm costs, schedules, and resource benefits. Project details are available in the Work Program BMAP spreadsheet available online at:

Table A-1. Projects for Implementing BMAPs.

BMAPs Projects	Prior Funding	FY2025 Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	Total Project Cost	Funding Sources
Citrus County Cambridge Greens Septic to Sewer (W432)	\$7,200,500	\$0	\$0	\$0	\$0	\$0	\$10,243,000	District, DEP, Citrus County, State
Citrus County Old Homosassa West Septic to Sewer Project (WH04)	\$8,950,800	\$0	\$0	\$0	\$0	\$0	\$10,333,000	District, DEP, Citrus County, State
Citrus County Old Homosassa East Septic to Sewer Project (Q134)	\$14,440,000	\$0	\$0	\$0	\$0	\$0	\$18,190,000	District, DEP, Citrus County, State
Hernando County Weeki Wachee Springshed Nitrogen Removal Stormwater Retrofits (WW05)	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	District, County
Crystal River Preserve State Park Redfish Hole Restoration (W401)	\$197,601	\$0	\$2,000,000	\$0	\$0	\$0	\$2,197,601	District
Weeki Wachee Education Campaign (W466)	Annual Request	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	Annual Request	District
Chassahowitzka Education Campaign (W466)	Annual Request	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District

Submerged Aquatic Vegetation Mapping (WS01)	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District
Totals	\$31,788,901	\$295,000	\$2,295,000	\$295,000	\$295,000	\$295,000	\$42,963,601	

CONSENT AGENDA**September 24, 2024****Resource Management Committee: FARMS – James Keen 62 (H821), Manatee County***Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with James Keen 62 and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$380,400 (61 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$622,700.

Project Proposal

The District received a project proposal from James Keen for their James Keen 62 property. This property is an 89-acre sod operation located 10 miles east of Parrish, in northern Manatee County, within the Most Impacted Area of the Southern Water Use Caution Area. The proposal is for an alternative water supply project and will involve the utilization of a 3-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used to irrigate 70 acres of sod. The Water Use Permit (WUP) authorizes annual average use of 141,800 gallons per day (gpd). FARMS project components consist of a linear overhead irrigation system with an automated surface water pump with a fertigation system, a weather station with soil moisture probes, and control structures.

Benefits/Costs

The proposed project involves water quantity and water quality best management practices for supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is expected to reduce groundwater use by approximately 58 percent or 82,000 gpd and reduce nitrogen use by approximately 200 pounds per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the groundwater offset, the reduction of nitrogen application, and a proposed six-year contract term, the cost per thousand gallons of water saved is \$3.84 and the cost per pound of nitrogen reduced is \$9.68 (based on the fertigation components). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative water supplies, improved irrigation techniques, and nutrient reduction BMPs for sod operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$954,712 remaining in its FARMS Program budget.

Staff Recommendation:

1. Approve the James Keen 62 project for a not-to-exceed project reimbursement of \$380,400 provided by the Governing Board;
2. Authorize the transfer of \$380,400 from fund 010 H017 Governing Board FARMS Fund to the H821 James Keen 62 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

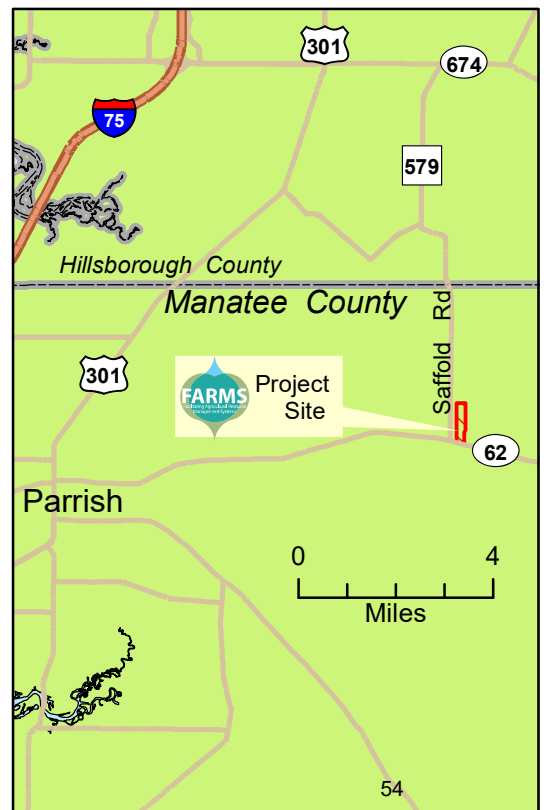
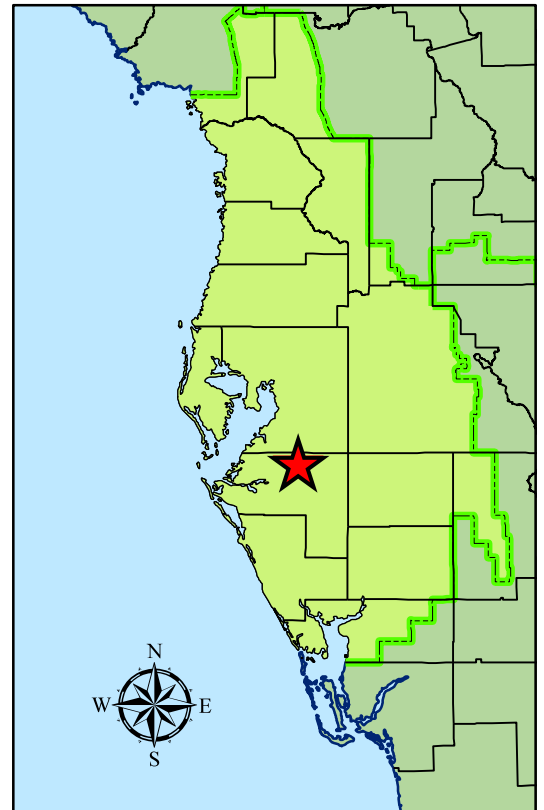
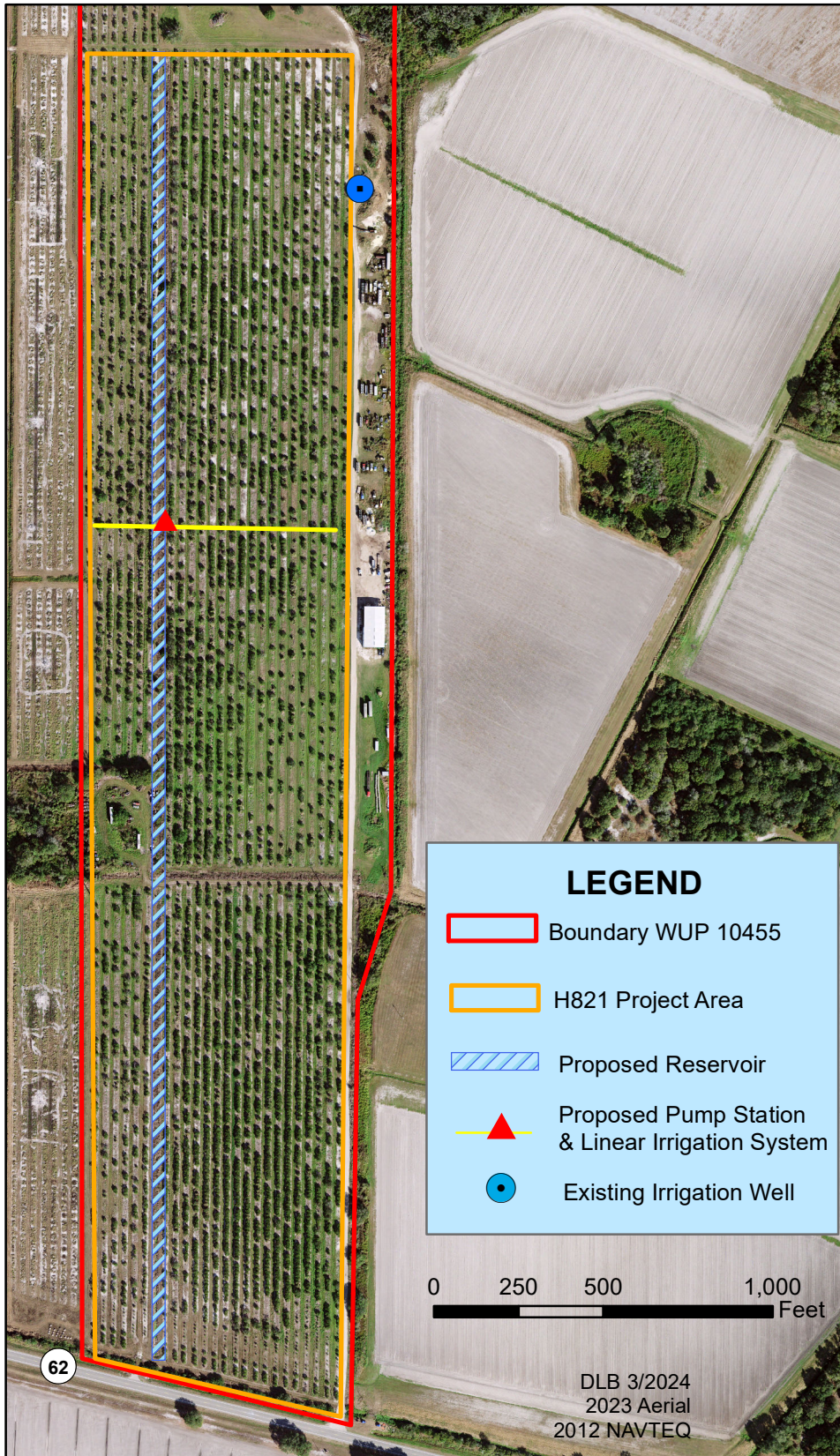
Presenter:

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

Location Map

James Keen 62

FARMS Project H821



CONSENT AGENDA**September 24, 2024****Resource Management Committee: FARMS – G & G Farms, LLC – North 40 (H828), Hillsborough County***Purpose*

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with G & G Farms, LLC – North 40 and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$212,246 (75 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$282,995.

Project Proposal

The District received a project proposal from G & G Farms, LLC – North 40 for their 75-acre property located five miles northwest of Plant City in northeastern Hillsborough County, within the Dover Plant City Water Use Caution Area. The proposal is for an alternative water supply project and will involve the utilization of a 5.2-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for the irrigation of 48 acres of strawberries. The Water Use Permit (WUP) authorizes annual average groundwater withdrawals of 110,600 gallons per day (gpd). FARMS project components consist of two surface water pump stations, mainline piping and valves necessary to tie into the existing irrigation system, pump automation, fertigation, weather station, and two soil moisture probes.

Benefits/Costs

The proposed project involves water quantity and water quality best management practices for bed preparation, crop establishment and supplemental irrigation and qualifies for a 75 percent cost-share reimbursement rate under the FARMS Program. The project is expected to reduce groundwater use by approximately 41 percent, or 45,000 gpd and expected to reduce nitrogen applications by 109 pounds per year. The conservation components are integrated with the nutrient reduction components to maximize nutrient reduction. Based on the estimated groundwater offset, a reduction of nitrogen application, and a proposed seven-year contract term, the cost per thousand gallons of water saved is \$2.77, and the cost per pound of nitrogen reduced is \$19.42 (based on the fertigation components). These values are within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative water supplies, improved irrigation techniques, and nutrient reduction BMPs for strawberry operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the projects presented at this meeting, the Governing Board will have \$954,712 remaining in its FARMS Program budget.

Staff Recommendation:

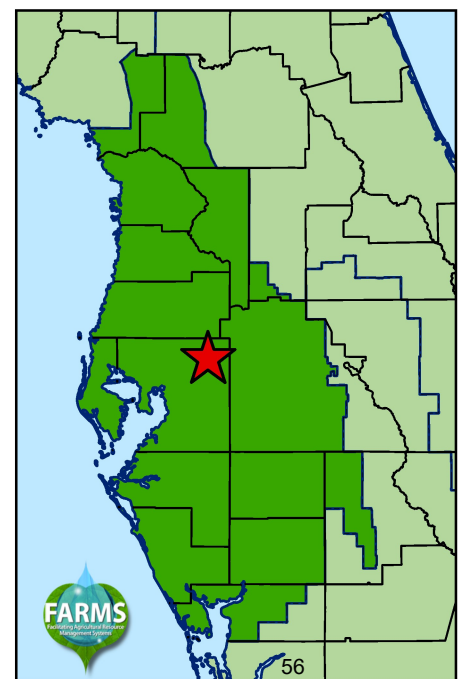
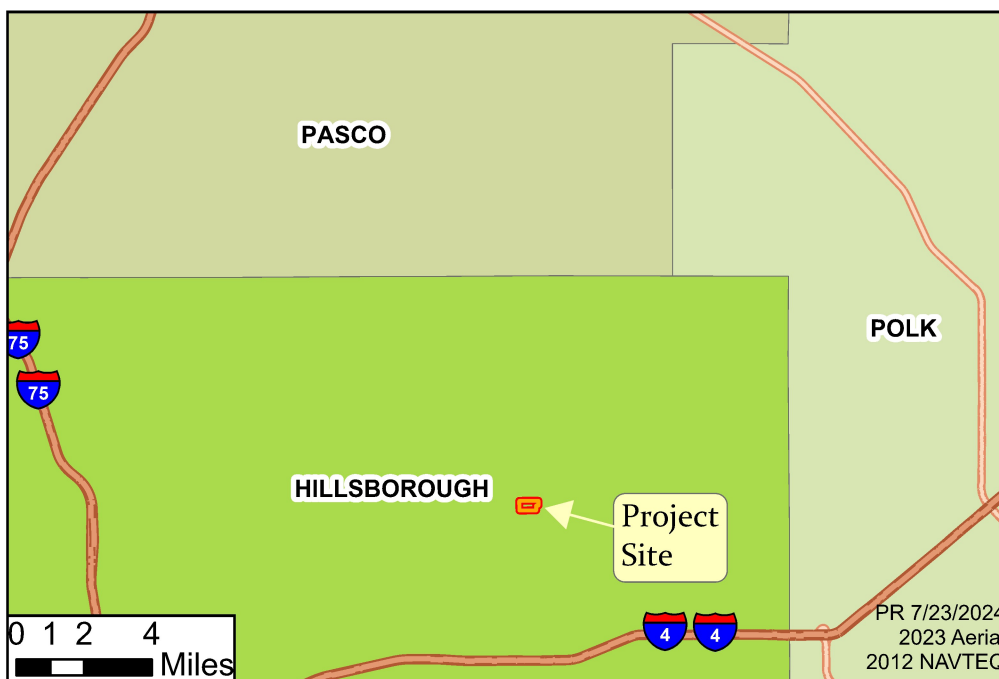
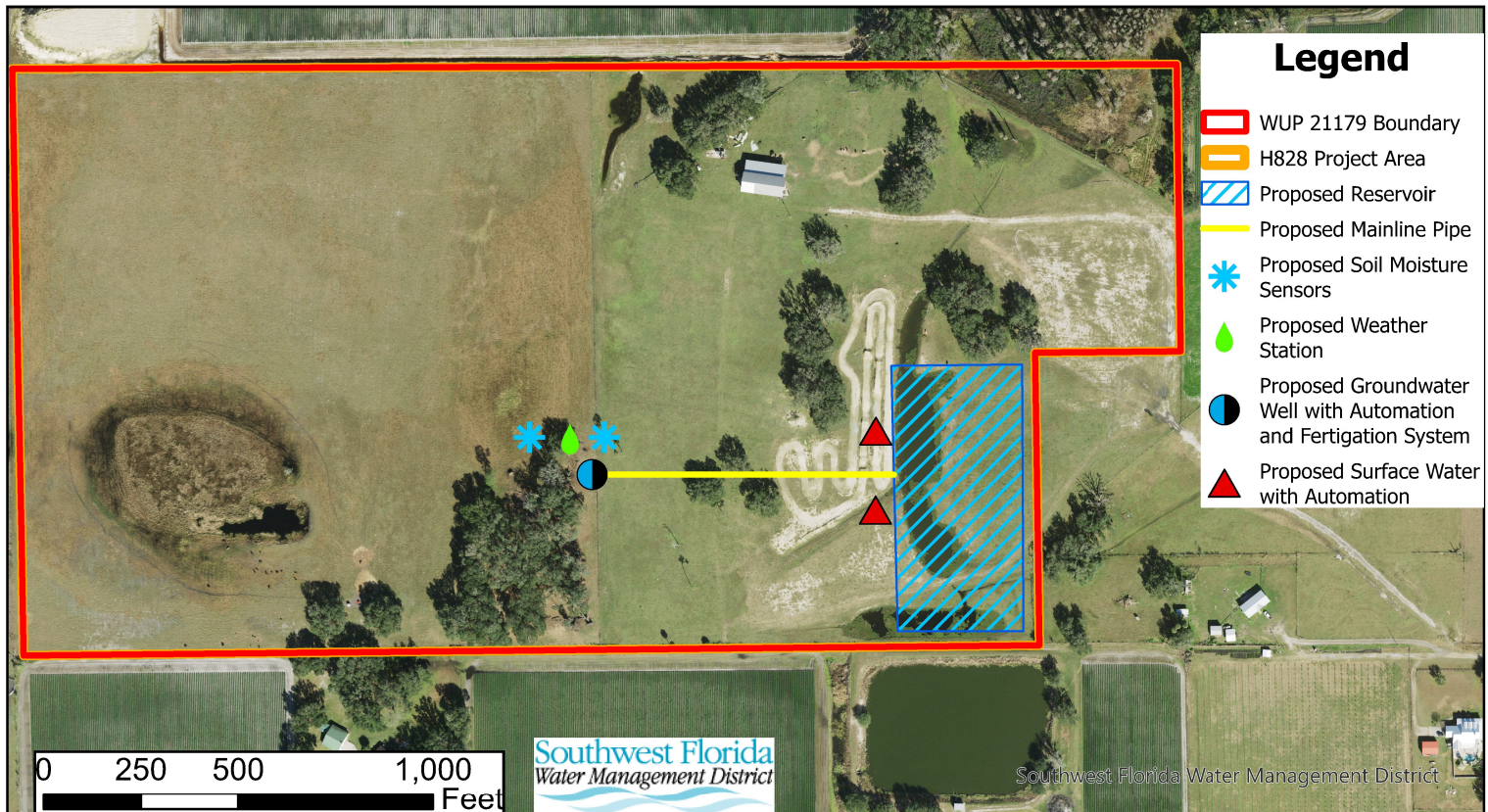
1. Approve the G & G Farms, LLC - North 40 project for a not-to-exceed project reimbursement of \$212,246 provided by the Governing Board;
2. Authorize the transfer of \$212,246 from fund 010 H017 Governing Board FARMS Fund to the H828 G & G Farms, LLC - North 40 project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

Presenter:

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

Location Map

G & G Farms, LLC–North 40 FARMS Project H828



CONSENT AGENDA**September 24, 2024****Resource Management Committee: South Hillsborough Aquifer Recharge Program (SHARP)****Phase 2 (N855) – RW-4 IPE***Purpose*

The purpose of this item is to present the results of the Independent Performance Evaluation (IPE) of Hillsborough County's South Hillsborough Aquifer Recharge Program (SHARP) Phase 2 RW-4 well site and request Governing Board approval of a scope change to reduce the number of monitoring wells to two at each of the RW-2 and RW-4 well sites and reduce the District's funding share from \$4,800,000 to \$4,058,820.

Background/History

This project is a continuation of the County's program to develop aquifer recharge of reclaimed water into the non-potable zone of the Upper Floridan aquifer along the coast in the southern portion of Hillsborough County. The goal of the project is to improve water levels within the Most Impacted Area (MIA) of the Southern Water Use Caution Area (SWUCA) and possibly slow the rate of inland movement of saltwater intrusion in the area.

The Board approved fiscal year (FY) 2018, FY2019 and FY2020 funding for 30% design, third-party review (TPR), final design, permitting, construction, testing, and Independent Performance Evaluations (IPEs) of the two recharge wells, monitoring wells, and necessary transmission and appurtenances for recharge and monitoring. As part of the Board-approved project, the County was to provide the 30% designs for the District to lead the TPR. The County completed construction of the RW-2 recharge well site without successful completion of the required TPR. Additionally, the original Board-approved project included four monitoring wells for each recharge well site. However, in accordance with their FDEP permit, the County only constructed two monitoring wells.

At the March 2022 meeting, the Board approved scope and cost changes that eliminated the TPR for SHARP Phase 2 and required District-led IPEs of each well site with the County funding 100% of the cost of the IPEs for both the RW-2 and RW-4 well sites. This Board action also required Board approval of the IPEs for both Phase 2 well sites prior to reimbursing the County for costs associated with Phase 2, as well as prior to including funding for Phase 3 in the District's FY2023 budget. The District entered into an agreement with the County for the SHARP Phase 2 project on April 14, 2022.

At the August 2022 meeting, the Board approved the results of the RW-2 IPE, and authorized staff to proceed with leading the IPE on the RW-4 well site, including an evaluation of the need for additional monitoring wells for SHARP Phase 2, but did not approve funding for Phase 3. The IPE for RW-4 began in May 2024 and concluded in August 2024.

Benefits/Costs

The benefit of the project is to expand the use of reclaimed water to recharge non-potable portions of the Upper Floridan aquifer at a minimum rate of 2 million gallons per day (MGD), per recharge well, for 20 years, which will improve aquifer water level conditions in the MIA of the SWUCA and may also provide for future consideration of Indirect Potable Reuse (IPR).

The District-led IPE was performed by the engineering firm, WSP, and included review of all available information on design, permitting, construction, testing, and water use permitting impact evaluation. WSP was tasked with assessing the ability of RW-4 to meet or exceed the project's measurable benefit, given the associated aquifer and well characteristics and to determine if additional monitoring wells are needed. WSP concluded that the design of the RW-4 recharge well and surface facilities are sound. They deem the hydrogeologic conditions and well construction favorable for achieving the 2 MGD minimum injection capacity for 20 years. Review of data and documentation provided by the County for this IPE demonstrates that there is ample and growing supply of reclaimed water, in excess of reuse system demands. Thus, water availability will not constrain operation of the RW-4 recharge system.

Based on their review of the updated groundwater modeling conducted by Hillsborough County, WSP advised that no additional monitoring wells were recommended for the RW-2 system at this time. WSP concluded that the current monitoring system for both the RW-2 and RW-4 sites were sufficient.

The total project cost is \$9,700,000, with the District's share of funding at \$4,800,000. Given WSP's conclusion that the current monitoring system is sufficient at this time, staff are recommending to reduce the number of monitoring wells identified in the original project scope to two monitoring wells at each of the RW-2 and RW-4 sites. As a result, four monitoring wells would be removed from the scope and budget and the District's share would be reduced by \$741,180 from \$4,800,000 to \$4,058,820.

Staff Recommendation:

1. Approve the IPE results for the SHARP Phase 2 RW-4 well site.
2. Approve the scope change to reduce the number of monitoring wells to two at each of the RW-2 and RW-4 well sites and reduce the District's funding share from \$4,800,000 to \$4,058,820.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

CONSENT AGENDA

September 24, 2024

Operations, Lands and Resource Monitoring Committee: Approval of Land Management Plan Updates for Green Swamp Wilderness Preserve and Weekiwachee Preserve

Purpose

The purpose of this item is to request Governing Board approval of the land management plan updates (Plan Updates) for the following District-owned conservation lands: Green Swamp Wilderness Preserve and Weekiwachee Preserve. The Plan Updates were provided to the Governing Board prior to the regular August Governing Board meeting and an overview presentation on the Plan Updates was given by the Land Management Manager at the August Governing Board meeting.

Background/History

The District has a Governing Board Policy (Policy) titled Land Use and Management that directs that lands acquired for, or designated for, conservation purposes have management plans that link the uses and management strategies to the protection of key water resources and natural systems attributes for which they were acquired, when it is practical and necessary. Additionally, the District has an Executive Director Procedure, titled Land Use and Management Planning (Procedure) that supports the Policy and also directs that lands acquired for, or designated for, conservation purposes have a comprehensive management strategy set forth when it is practical and necessary.

As part of the process to complete the Plan Updates, staff solicited public comments as to the Plan Updates via public workshops held on July 24 and 25, 2024, as well as through an online interface on the District's website where the public could submit comments electronically both preceding and following the workshop. There were numerous public comments received and these were provided to the Board during the August Board meeting along with an informational presentation.

Staff Recommendation:

Approve the Plan Updates for Green Swamp Wilderness Preserve and Weekiwachee Preserve.

Presenter:

Chris Reed, Manager, Land Resources Bureau

CONSENT AGENDA

September 24, 2024

Regulation Committee: Water Use Permit No. 20 021037.001, Sweet Life Acres, LLC / Sweet Life Acres (Hillsborough County)

This is a modification of an existing water use permit for Agricultural use. The authorized quantities have changed from the previous permit. This permit authorizes an increase in the annual average quantity from 352,000 gallons per day (gpd) to 652,000 gpd and an increase in the peak month quantity from 704,000 gpd to 3,332,200 gpd. This permit also authorizes a new crop protection quantity of 22,000,000 gpd. The changes in quantities are due to a change in the crop plan from 130 acres of fall peppers to 237.8 acres of strawberries and a decrease of 129.7 acres of spring squash to 45.3 acres. Quantities are based on the District's irrigation allotment calculation program, AGMOD, which allocates 12.2 inches/year for peppers and 30.5 inches/year for strawberries. Strawberries also require quantities for freeze protection. This permit is located in the Northern Tampa Bay and the Dover/Plant City Water Use Caution Areas. The Permittee utilizes tailwater from a reservoir with facilities that were cost-shared through the District's Facilitating Agricultural Resource Management Systems (FARMS) program to offset 60,000 gpd of groundwater.

Special conditions include those that require the Permittee to continue to record and report monthly meter readings from all withdrawal points, record and report pumpage used for the purposes of freeze protection, construct proposed wells per the special condition, submit well completion reports, record and report water levels from all piezometers and staff gauges, submit an annual Environmental Monitoring Plan report, submit a conservation plan report mid-permit term, record and report seasonal crop reports, contact the District if permanently losing Alternative Water Supply (AWS) sources to activate standby quantities, submit meter accuracy test reports every five years, submit an overpumpage report upon District request, and adhere to the special condition when the Permittee is notified by the District of a well complaint.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 021037.001**

PERMIT ISSUE DATE: September 24, 2024

EXPIRATION DATE: August 22, 2042

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: Sweet Life Acres, LLC / Attn: Stephen McDonald
203 E. Terrace Dr.
Plant City, FL 33563

PROJECT NAME: Sweet Life Acres

WATER USE CAUTION AREA(S): Northern Tampa Bay, Dover Plant City WUCA

COUNTY: Hillsborough

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

ANNUAL AVERAGE	652,000 gpd
PEAK MONTH ¹	3,332,200 gpd
CROP PROTECTION/MAXIMUM ²	22,000,000 gpd

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

² Crop Protection/Maximum: Frost and Freeze protection of crops/Maximum use allowed any 24-hour period.

ABSTRACT:

This is a modification of an existing water use permit for Agricultural use. The authorized quantities have changed from the previous permit. This permit authorizes an increase in the annual average quantity from 352,000 gallons per day (gpd) to 652,000 gpd and an increase in the peak month quantity from 704,000 gpd to 3,332,200 gpd. This permit also authorizes a new crop protection quantity of 22,000,000 gpd. The changes in quantities are due a change in the crop plan from 130 acres of fall peppers to 237.8 acres of strawberries and a decrease of 129.7 acres of spring squash to 45.3 acres. Quantities are based on the District's irrigation allotment calculation program, AGMOD. This permit is located in the Northern Tampa Bay Water Use Caution Area and the Dover/Plant City Water Use Caution Area. The Permittee utilizes tailwater from a reservoir with facilities that were cost-shared through the District's Facilitating Agricultural Resource Management Systems (FARMS) program to offset 60,000 gpd of groundwater.

Special conditions include those that require the Permittee to continue to record and report monthly meter readings from all withdrawal points, record and report pumpage used for the purposes of freeze protection, construct proposed wells per the special condition, submit well completion reports, record and report water levels from all piezometers and staff gauges, submit an annual Environmental Monitoring Plan report, submit a conservation plan report mid-permit term, record and report seasonal crop reports, contact the District if permanently losing Alternative Water Supply (AWS) sources to activate standby quantities, submit meter accuracy test reports every five years, submit an overpumpage report upon District request, and adhere to the special condition when the Permittee is notified by the District of a well complaint.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>CROP PROTECTION /MAXIMUM</u>
Agricultural	652,000	3,332,200	22,000,000

USES AND IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>
Squash, Zucchini - (Non Cover Crop)	45.30	Drip With Plastic	33.10"/yr.
Strawberries	237.80	Drip With Plastic	30.50"/yr.

WITHDRAWAL POINT QUANTITY TABLE

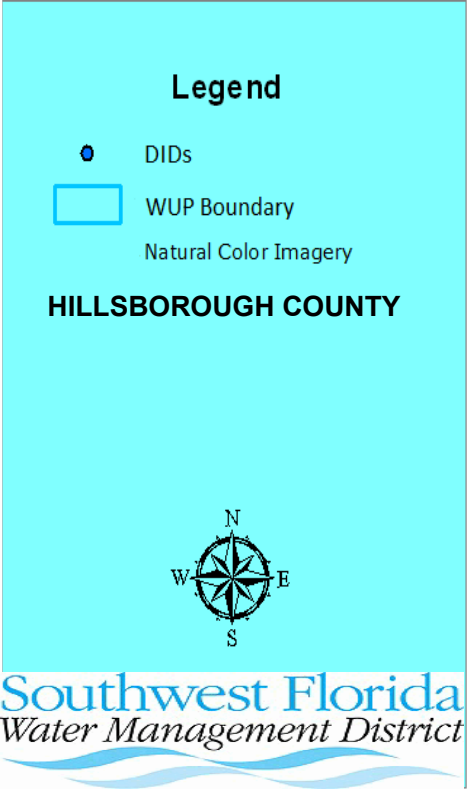
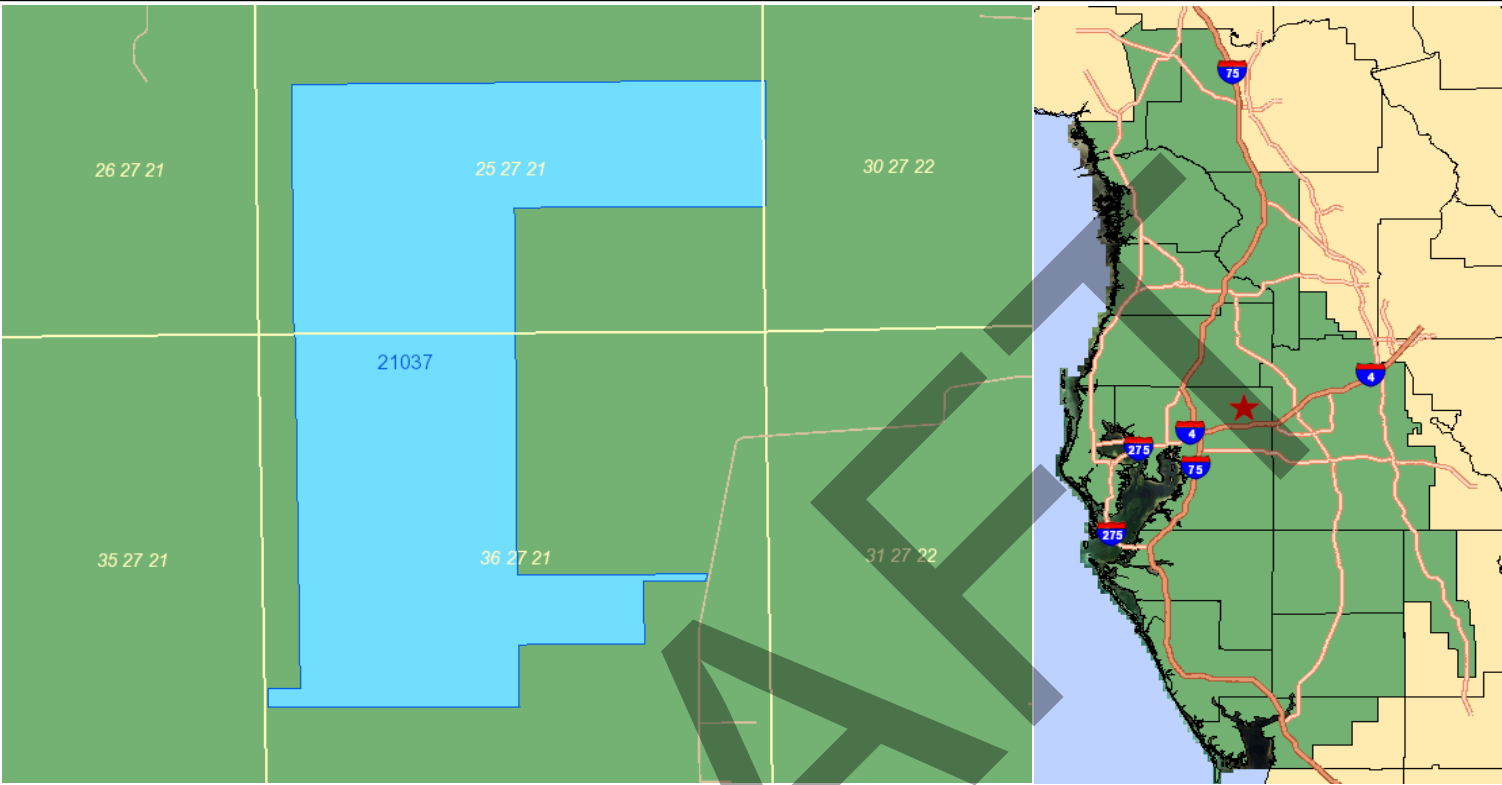
Water use from these withdrawal points are restricted to the quantities given below :

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>	<u>CROP PROTECTION (gpd)</u>
North Well / 1	16	1,170 / 164	Irrigation	166,600	984,600	5,500,000
South Well / 2	16	1,260 / 164	Irrigation	148,400	883,000	5,500,000
3 / 3	16	1,300 / 250	Irrigation	144,000	735,800	5,500,000
4 / 4	16	1,300 / 250	Irrigation	133,000	728,800	5,500,000
5 / 5	12	N/A / N/A	FARMS Withdrawal Point	30,000	N/A	N/A
6 / 6	12	N/A / N/A	FARMS Withdrawal Point	30,000	N/A	N/A

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
1	28° 06' 02.15"/82° 10' 08.14"
2	28° 05' 36.36"/82° 10' 00.67"
3	28° 06' 16.23"/82° 10' 03.37"
4	28° 06' 15.88"/82° 09' 50.82"
5	28° 05' 24.70"/82° 09' 59.45"
6	28° 05' 24.67"/82° 09' 59.22"

Location Map
Sweet Life Acres, LLC / Attn: Stephen McDonald
WUP No. 20 021037.001



STANDARD CONDITIONS:

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

SPECIAL CONDITIONS:

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

All mailed reports and data are to be sent to:

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

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

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

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

(1)

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

District ID Nos. 3 and 4, Permittee ID Nos. 3 and 4, having a surface diameter of 16 inches, with a minimum casing depth of 250 feet, drilled to an estimated total depth of 1,300 feet.

(240)

4. By April 1 of each year for the preceding water year (October 1 - September 30), the Permittee shall submit updates to the Environmental Management Plan (EMP), dated July 12, 2024, that was submitted in support of this permit. 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 report shall include the following sections:

Data Summary Section

A 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. 7, 8, 9, and 10, Permittee ID Nos. SG-1, PZ-1, SG-2, and PZ-2. 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 each year. 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.

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.

(287)

5. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible. (296)
6. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year. (309)
7. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS. (312)
8. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices. (331)
9. The Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated inches per irrigated acre per season for each crop type. An irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

Allocated inches per irrigated acre per season per crop for field preparation/crop establishment and supplemental irrigation (excluding nurseries, which are permitted on a case-by-case basis) are based on the minimum assigned efficiency standards listed below. These minimum standards shall remain in effect until modified by rule.

Crops existing as of March 1, 1991 in the original NTB WUCA and as of July 1, 2008 in the expanded NTB WUCA: citrus, strawberries or row crops (with drip or un-mulched, non-seepage irrigation) at 75% irrigation efficiency; other crops at 60% irrigation efficiency.

New crops since March 1, 1991 in the original NTB WUCA, and since July 1, 2008 in the expanded NTB WUCA: citrus, strawberries and row crops (with drip or un-mulched, non-seepage irrigation) at 80% irrigation efficiency; other crops at 70% irrigation efficiency.

Field preparation/crop establishment shall be applied at 60% efficiency in all cases.

Compliance with allocated quantities shall be determined by comparing actual use to the calculated quantities for each individual crop on a per season basis. Seasonal crops will be compared on a seasonal basis (e.g. spring tomato requirements based on the calculated inches per season), and perennial crops will be compared on an annual basis (e.g. citrus requirements based on the calculated inches per year).

(424)

10. The Permittee shall immediately implement the District-approved water conservation plan dated January 18, 2023, that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted August 1, 2032.(449)
11. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for seasonal crops for each permitted irrigation withdrawal point, District ID. No(s). 1, 2, 3, and 4, Permittee ID No(s). North Well, South Well, 3, and 4:
 1. Crop type
 2. Irrigated acres per crop for the appropriate season,
 3. Dominant soil type or acres by dominant soil type,
 4. Irrigation method (NTBWUCA only),
 5. Use or non-use of plastic mulch,
 6. Planting dates, and
 7. Season length.

This information shall be submitted by February 1 of each year documenting irrigation for the previous summer/fall seasonal crops, and by September 1 of each year documenting irrigation for the previous winter/spring crops. Strawberry irrigation information shall be submitted as a winter/spring crop.(476)
12. 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)
13. The Permittee shall submit a copy of the well completion reports to the District's Water Use Permit Bureau, within 30 days of each well completion.(583)
14. This permit includes the following groundwater standby annual average quantities: 60,000 gallons per day.

In the event that an alternative water supply (AWS) for which there are standby quantities permitted on this permit become wholly or partially unavailable, insufficient or unsuitable, the permittee shall access permitted standby quantities as follows depending upon the length of time the AWS is not available, sufficient or suitable. At no time will the Permittee utilize standby quantities to exceed authorized use or an authorized irrigation allocation rate on this permit.

Less than 30 days: No District notification is required if the AWS is unavailable, insufficient, or unsuitable for the 30-day period or less. The Permittee may access permitted standby quantities to meet authorized use or an authorized irrigation allocation rate from the date of the first loss up to 30 days.

Greater than 30 days but less than one year: The Permittee shall notify the District in writing within 45 days of the first day the AWS became unavailable, insufficient or unsuitable. The notification shall

identify the standby withdrawal sources that were or will be activated, and the Permittee shall continue to submit written notification monthly for each subsequent 30-day period where the standby delivery of AWS is unavailable, insufficient or unsuitable, for up to one year from the date of first loss, insufficiency, or unsuitability. The Permittee may access permitted standby quantities to meet authorized use or an authorized irrigation allocation rate from the date of the first loss up to one year. If the loss of the AWS exceeds one year, the Permittee shall apply for a Letter of Modification to reinstate the standby quantities as active quantities, subject to all requirements of Rule 40D-2.331(2), F.A.C.

Permanent Loss: Upon verbal or written notice from an alternative water supply provider that delivery of all or part of the alternative water supply is to permanently cease, the Permittee shall submit information to the District explaining the reason(s) for the cessation. If the cessation was not caused by actions of the Permittee and is beyond the control of the Permittee, the Permittee shall apply for a letter modification to reinstate the standby quantities as active quantities.
(598)

15. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
16. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID No(s). 3 and 4, Permittee ID No(s). 3 and 4. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(718)
17. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID No(s). 1 and 2, Permittee ID No(s). North Well, South Well. 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)
18. The following existing, but previously un-metered withdrawal facilities shall be metered upon permit issuance: District ID No(s). 5 and 6, Permittee ID No(s). 5 and 6. 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.(720)
19. Within 90 days of the completion of the following proposed monitor well(s) or piezometer(s), the Permittee shall record water levels to North American Vertical Datum 1988 (NAVD88) 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 NAVD88, 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. 8, Permittee ID No. 8, to monitor the surficial aquifer in Wetland 1 on a bi-monthly (twice-a-month) basis.

District ID No. 10, Permittee ID No. 10, to monitor the surficial aquifer in Wetland 2 on a bi-monthly basis (twice-a-month) basis.(755)

20. Within 90 days of installation, the Permittee shall 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 North American Vertical Datum 1988, 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 No. 7, Permittee ID No. SG-1: Proposed location is within the largest wetland that centered on the northern property line. Recorded on a bi-monthly (twice-a-month) basis at 28° 6'17.00"N / 82° 9'50.66"W.

District ID No. 9, Permittee ID No. SG-2: Proposed location is within the largest wetland that lies in a northwest direction in the northwest corner of the property. Recorded on a bi-monthly (twice-a-month) basis at 28° 6'5.87"N / 82° 9'56.77"W.

(761)

21. Upon execution of the signed "FARMS" Agreement between the District and Permittee, the following condition shall be complied with.

A. Standby quantities are based on calculations performed by the DISTRICT that provide the best estimate of the groundwater quantities that shall be conserved or offset as a result of the operation of the FARMS Project (PROJECT). The parties recognize that the DISTRICT agreed to fund the PROJECT based upon this estimated resource benefit and the standby quantity shall constitute the "offset" of the PROJECT which may only be used by the Permittee in accordance with the provisions of paragraph C. The preceding sentence of this provision shall survive the termination or expiration of the FARMS Agreement for so long as the Permittee operates the PROJECT.

B. If a 20-year permit is issued, the Permittee agrees to operate the PROJECT in accordance with paragraph C for the term of the 20-year permit and the DISTRICT agrees that standby quantities shall not be reduced during the 20-year permit unless requested by the Permittee or required by Florida Statutes. Standby quantities will be reviewed during permit renewal and will remain on standby status without reduction as long as the Permittee continues to operate the PROJECT in accordance with paragraph C and the conditions for issuance provided for in Chapter 373, F.S. and Chapter 40D-2, F.A.C., are met. If the Permittee discontinues operating the PROJECT prior to the expiration of the 20-year permit, the Permittee shall submit a permit modification application within ten (10) days and the parties agree that the standby quantities will be reviewed by the DISTRICT in accordance with the provisions of Chapter 373, F.S. and Chapter 40D-2, F.A.C. In the event the Permittee subsequently operates the PROJECT, the Permittee shall modify the Permit in accordance with paragraph A. This provision shall survive the termination or expiration of the FARMS Agreement.

C. The Permittee shall use the project components for the purpose of reducing groundwater withdrawals to the maximum extent practicable and allowed under the terms and conditions of the Permit, or its subsequent renewal or modification on all portions of the agricultural operation which are capable of benefiting from the PROJECT. Notwithstanding the foregoing, the Permittee may use standby quantities for irrigation as reasonably necessary under the circumstances and in accordance with the Permit or its subsequent renewal or modification if the use of the water provided by the PROJECT is such that a) adverse crop effects will occur due to its use or detainment; b) food safety concerns arise through its use; c) the quantity of surface water and captured irrigation tailwater is insufficient to provide the quantities of water necessary for supplemental irrigation; d) an unforeseen malfunction in project components occurs; or e) if standby quantities estimated are not realized. If a 20-year permit is issued to the Permittee under the terms of paragraph B, this provision shall survive the expiration of the FARMS Agreement through the duration of the 20-year permit.

D. The Permittee shall not use the standby quantities to expand its agricultural operation or to irrigate a change in crop that utilizes more water than the existing crops that are set forth in the FARMS Agreement. This provision shall not be construed to prohibit the Permittee from expanding its agricultural operation or irrigating different crops with quantities otherwise available in the Permit. This provision shall survive the termination or expiration of the FARMS Agreement for so long as the Permittee operates the PROJECT.

E. The Permittee shall not, sell, lease, convey or otherwise transfer the standby quantities from the Permit, or its subsequent renewal or modification, to any other permit, person, or entity or to another

property owned by the Permittee. This provision shall survive the termination or expiration of the FARMS Agreement for so long as the Permittee operates the PROJECT.

F. The required permit modification applications may be made through the use of a Modification Short Form if otherwise permitted under DISTRICT rules.(990)

22. The District will provide and install automatic meter reading devices on each flow meter on each operational withdrawal point, and AWS point that is not already so equipped. The District shall include these devices in the District's data collection and reporting service subscription at no cost to the Permittee. When automatic meter reading devices are required, the Permittee shall coordinate with the District's program for the provision of an automatic meter reading device upon notification from the District of the month(s) and year window scheduled for the Permittee's automatic meter reading device(s) installation. The maintenance, repair, and replacement of all automatic meter reading devices shall be the responsibility of the District.(1020)

23. When notified by the District of a well complaint:

A. Well Evaluation and Temporary Supply

(1) Estimates of Repairs

(a) The permittee shall arrange with the complainant for the evaluation and preparation of an estimate for restoration of water service to the complainant. The evaluation shall occur within 24 hours of the receipt of the complaint by the permittee, unless the complainant agrees to a longer time period. The permittee shall notify the District of the date and time for the evaluation of the complainant's well. Selection of a water well contractor to undertake either the repair or replacement of the complainant's well is at the discretion of the permittee, as long as the water well contractor has a license in good standing issued by a water management district. If only a pump repair is required, the person doing the repair shall have the appropriate occupational license.

(b) Alternatively, the complainant and the permittee can jointly arrange for the evaluation and preparation of an estimate to address the well complaint. If this option is chosen, then the evaluation must occur within 24 hours of the receipt of the complaint by the permittee, unless the complainant agrees to a longer time period.

(c) The permittee shall provide a temporary water supply to the complainant within five hours of the completion of the well evaluation and continue to provide the temporary water supply until water service is restored to the complainant's well as long as the complainant cooperates with the permittee in the repair of the complainant's well.

(2) Restoration of Water Supply

(a) If the evaluation indicates that groundwater pumping for frost/freeze crop protection resulted in loss of the complainant's water service, the permittee shall pay for the work necessary to restore water service to the complainant.

(b) If the well evaluation does not occur within 24 hours or within a longer time period agreed to by the complainant or a temporary water supply is not provided within five hours of the well evaluation, the complainant may arrange for the evaluation and repair or replacement of the well as necessary to restore water supply and a temporary water supply if needed.

(c) Once the complainant provides a detailed accounting of well repair or replacement expenditures, and expenses for a temporary water supply if applicable, to the District and the permittee, the permittee shall reimburse the complainant within 30 business days of permittee's receipt of the detailed accounting for the well repair or replacement expenditures, as well as the expenses for a temporary water supply if applicable, or

(d) Provide a report to the District within five days of the receipt by the permittee of disputed costs. This report shall detail why the permittee is not responsible for reimbursing all of the funds expended by the complainant for the well repair or replacement, and a temporary water supply if applicable.

(e) The permittee shall provide a copy of this report to the complainant. The District will review the report and determine the appropriate reimbursement based on the cause of the well complaint and the appropriate remedy.

B. Pre-Complaint Repairs

If the District determines the permittee responsible when the complainant has already expended funds, if the complainant provides a detailed accounting of expenditures for well repair or replacement, and, if applicable, for a temporary water supply, then

- (1) The permittee shall reimburse the complainant for its actual expenditures, not to exceed

\$1,500.00, within 30 days of permittee's receipt of the detailed accounting of the expenditures, or

(2) If reimbursement is disputed, the permittee shall provide a report to the District within seven days of the receipt by the permittee of disputed costs. This report shall detail why the permittee is not responsible for reimbursing all of the funds expended by the complainant for the well repair or replacement, and temporary water supply if applicable.

(3) The permittee shall provide a copy of this report to the complainant.

(4) The District will review the report and determine the appropriate reimbursement based on the cause of the well complaint, and the appropriate remedy.

C. Permittee's Mitigation Activities and Report

(1) The permittee shall inform the District as to how the permittee intends to proceed to mitigate the complaint within one business day after notice of responsibility to mitigate the complaint is delivered by the District to the permittee via electronic mail, phone call or message, or facsimile transmission, or within three business days after depositing a letter to permittee in the U.S. Mail.

(2) If the permittee informs the District that it has determined that it is not responsible for mitigation of the complaint, then the permittee must provide a full explanation for its position. If, after the District has reviewed the permittee's response, the District determines that the permittee is still responsible for mitigating the complaint, the permittee shall proceed with full mitigation of the complaint as set forth in this condition.

(3) All well complaints shall be fully mitigated by the permittee as soon as is practicable. Full mitigation of the well complaint shall be restoration of the complainant's well to pre-impact condition or better, including the pressure levels, discharge quantity, and water quality. Full mitigation of the well complaint necessitates the construction of a new well for the complainant if the existing well cannot be restored to pre-impact condition.

(4) Within one business day after the complaint is fully mitigated, the permittee shall provide a report to the District in which the permittee details the activities undertaken by either the complainant or the permittee to mitigate the complaint as well as any reimbursements made by the permittee to the complainant. The permittee shall provide a copy of this report to the complainant. The District will review the report submitted by the permittee and shall require additional action by the permittee if the District determines that the complaint has not been fully mitigated.

D. If the permittee makes a good-faith effort to comply with the response process set forth above but is unable to repair or replace the well because of the lack of cooperation of the complainant, the permittee may request that the District deem the permittee to have satisfied this permit condition.

E. Time is of the essence of this permit condition and each of its provisions. For example, the full mitigation of a complaint does not excuse the failure to timely comply with each of the provisions of this condition.

(1021)

24. This permit is located within the Dover/Plant City WUCA or potentially impacts the Minimum Aquifer Level or Minimum Aquifer Level Protection Zone for the Dover/Plant City WUCA. Pursuant to Section 373.0421, F.S., the Dover/Plant City WUCA is subject to a minimum levels recovery strategy that became effective on June 16, 2011. As set forth in rule 40D-80.075, F.A.C., the recovery strategy, including water use permitting rules, is subject to change based on, among other criteria, the Governing Board's periodic assessment of water resource criteria and cumulative water withdrawal impacts as described in Chapter 40D-80, F.A.C. This permit is subject to modification to comply with new rules.

All new, renewal and existing permits located in the Dover/Plant City WUCA, or that are determined to impact the Minimum Aquifer Level or Minimum Aquifer Level Protection Zone, both with or without providing a Net Benefit, include, as of June 16, 2011, the following condition:

The Permittee shall mitigate any unacceptable adverse impact resulting from withdrawals to environmental features, Minimum Flows or Minimum Levels, or offsite land uses, as specified in Ch. 40D-2.301(1), F.A.C., and the Water Use Permit Applicant's Handbook Part B. Should unanticipated or unmitigated unacceptable adverse impacts occur, the Permittee shall be required to expeditiously mitigate the impacts.

(1022)

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. 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 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

<u>Frequency</u>	<u>Recording Schedule</u>
Daily	Same time of each day
Weekly	Same day of each week
Monthly	Same week of each month
Quarterly	Same week of months specified

WELL CONSTRUCTION INSTRUCTIONS

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

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

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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.

CONSENT AGENDA**September 24, 2024****Regulation Committee: Water Use Permit No. 20 006736.007, HMTA Real Estate, LLC and Forestar (USA) Real Estate Group, Inc. / HMTA Real Estate, LLC – Toledo Village (Sarasota County)**

This is a modification of an existing water use permit for landscape/recreation use. The modification changes the use type from agriculture to landscape/recreation. The authorized quantities are an increase from the previous permit. The annual average quantity increases from 301,300 gallons per day (gpd) to 837,400 gpd. The drought annual average quantity increases from 452,000 gpd to 957,500 gpd, and the peak month quantity increases from 1,114,800 gpd to 2,501,200 gpd. The increase in water use quantities is due to a change in use type and an increase in irrigated area from 320 acres of sod to 280 acres of lawn and landscape and 111 acres of golf course. The previous permit authorized an application rate for sod of 12.6 inches/year, which is significantly lower than the application rates for lawn and landscape and golf course which are 27.1 and 33.1, respectively. Quantities are based on the information provided by the Permittee and the District's irrigation allotment calculation program, AGMOD. The Permittee is not currently utilizing reclaimed water because none is available at this time, but reclaimed is expected to become available in the future. The Permittee will conduct a feasibility study when reclaimed water becomes available. The Permittee will maximize surface water use and will supplement with groundwater via the augmentation/repump system. This permit is located within the Southern Water Use Caution Area (SWUCA) in Sarasota County.

Special Conditions include those that require the Permittee to record and report monthly meter readings from all withdrawal points, perform meter accuracy tests every five years and submit meter accuracy test reports, submit annual recreation/aesthetic/golf course irrigation reports, construct proposed withdrawals and monitors in accordance with permit specifications and submit well completion reports, cap any wells that are not in use, modify the permit to reflect the incorporation of any new alternative sources of water, implement water conservation and best management practices, submit a water conservation progress report by March 1, 2029, comply with permitted quantities and provide an overpumpage report upon request, and comply with the SWUCA Recovery Strategy.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 006736.007**

PERMIT ISSUE DATE: September 24, 2024

EXPIRATION DATE: April 14, 2029

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: HMTA Real Estate, LLC/Attn: Ronald York
1990 Main Street, Suite 801
Sarasota, FL 34236

Forestar (USA) Real Estate Group, Inc. Attn: Anthony Squitieri
4042 Park Oaks Blvd., Ste. 200
Tampa, FL 33610

PROJECT NAME: HMTA Real Estate, LLC - Toledo Village

WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA

COUNTY: Sarasota

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

ANNUAL AVERAGE	837,400 gpd
PEAK MONTH ¹	2,501,200 gpd
DROUGHT ANNUAL AVERAGE ²	957,500 gpd

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

2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.

ABSTRACT:

This is a modification of an existing water use permit for landscape/recreation use. The modification changes the Use Type from agriculture to landscape/recreation. The authorized quantities are an increase from the previous permit. The annual average quantity increases from 301,300 gallons per day (gpd) to 837,400 gpd. The drought annual average quantity increases from 452,000 gpd to 957,500 gpd, and the peak month quantity increases from 1,114,800 gpd to 2,501,200 gpd. The increase in water use quantities is due to a change in use type and increase in irrigated area from 320 acres of sod to 280 acres of lawn and landscape and 111 acres of golf course. Quantities are based on the information provided by the permittee and the District's irrigation allotment calculation program, AGMOD. This permit is located within the Southern Water Use Caution Area (SWUCA). Sources of alternative water supply (AWS) are not available to the permittee at this time.

Special Conditions include those that require the Permittee to record and report monthly meter readings from all withdrawal points, perform meter accuracy tests every five years and submit meter accuracy test reports, submit annual recreation/aesthetic/golf course irrigation reports, construct proposed withdrawals and monitors in accordance with permit specifications and submit well completion reports, cap any wells that are not in use, modify the permit to reflect the incorporation of any new alternative sources of water, implement water conservation and best management practices, submit a water conservation progress report by March 1, 2029, comply with permitted quantities and provide an overpumpage report upon request, and comply with the SWUCA Recovery Strategy.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>DROUGHT ANNUAL AVERAGE</u>
Landscape/Recreation	837,400	2,501,200	957,500

USES AND IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>	<u>DROUGHT IRRIGATION RATE</u>
Golf Course	74.00	Sprinkler Over Plant	33.09"/yr.	36.62"/yr.
Golf Course	37.00	Sprinkler Over Plant	33.00"/yr.	36.66"/yr.
Lawn & Landscape	40.00	Sprinkler Over Plant	27.05"/yr.	31.39"/yr.
Lawn & Landscape	240.00	Sprinkler Over Plant	27.08"/yr.	31.46"/yr.

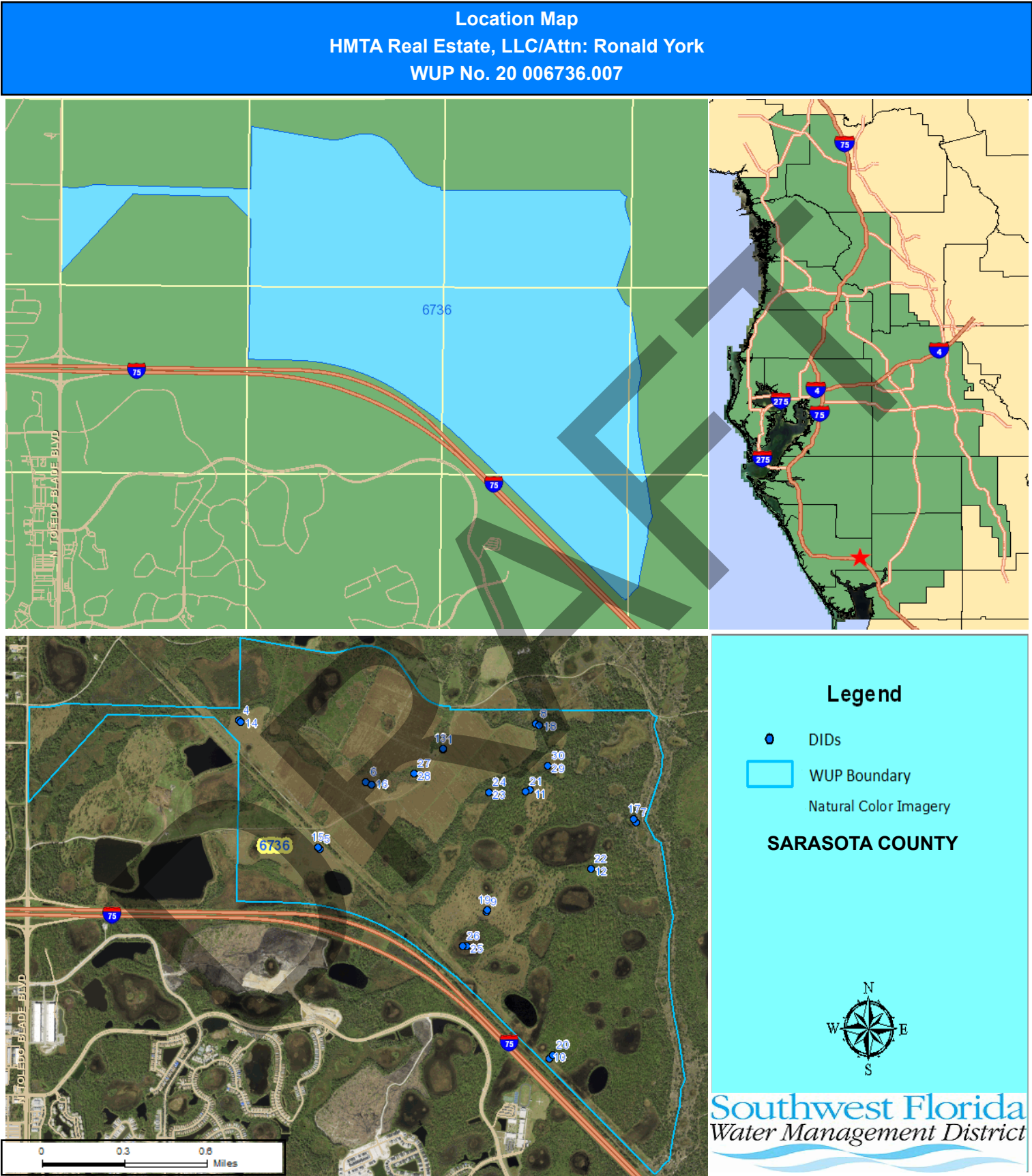
WITHDRAWAL POINT QUANTITY TABLE

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

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>
G-1 / 1	12	220 / 186	Augmentation	80,600	255,500
G-2 / 4	12	400 / 300	Augmentation	80,500	255,400
G-3 / 5	12	400 / 300	Augmentation	80,600	255,500
G-4 / 6	12	400 / 300	Augmentation	80,600	255,400
G-5 / 7	12	400 / 300	Augmentation	80,600	255,400
G-6 / 8	12	400 / 300	Augmentation	80,600	255,400
G-7 / 9	12	400 / 300	Augmentation	80,600	255,400
G-8 / 10	12	400 / 300	Augmentation	91,100	237,700
G-9 / 11	12	400 / 300	Augmentation	91,100	237,700
G-10 / 12	12	400 / 300	Augmentation	91,100	237,800
PS-1 / 13		N/A / N/A	Re-Pump	80,600	255,500
PS-2 / 14		N/A / N/A	Re-Pump	80,500	255,400
PS-3 / 15		N/A / N/A	Re-Pump	80,600	255,500
PS-4 / 16		N/A / N/A	Re-Pump	80,600	255,400
PS-5 / 17		N/A / N/A	Re-Pump	80,600	255,400
PS-6 / 18		N/A / N/A	Re-Pump	80,600	255,400
PS-7 / 19		N/A / N/A	Re-Pump	80,600	255,400
PS-8 / 20		N/A / N/A	Re-Pump	91,100	237,700
PS-9 / 21		N/A / N/A	Re-Pump	91,100	237,700
PS-10 / 22		N/A / N/A	Re-Pump	91,100	237,800

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
1	27° 06' 35.89"/82° 07' 23.75"
4	27° 06' 43.03"/82° 08' 20.64"
5	27° 06' 11.21"/82° 07' 58.03"
6	27° 06' 27.97"/82° 07' 45.14"
7	27° 06' 17.93"/82° 06' 29.79"
8	27° 06' 42.29"/82° 06' 57.70"
9	27° 05' 55.79"/82° 07' 11.53"
10	27° 05' 19.65"/82° 06' 54.00"
11	27° 06' 26.06"/82° 06' 59.35"
12	27° 06' 06.53"/82° 06' 42.43"
13	27° 06' 36.28"/82° 07' 23.60"
14	27° 06' 42.78"/82° 08' 20.09"
15	27° 06' 11.81"/82° 07' 58.50"
16	27° 06' 27.27"/82° 07' 43.62"
17	27° 06' 18.90"/82° 06' 30.53"
18	27° 06' 41.94"/82° 06' 56.82"
19	27° 05' 56.33"/82° 07' 11.18"
20	27° 05' 20.51"/82° 06' 53.03"
21	27° 06' 25.61"/82° 07' 00.55"
22	27° 06' 06.53"/82° 06' 42.43"



STANDARD CONDITIONS:

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

SPECIAL CONDITIONS:

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

All mailed reports and data are to be sent to:

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

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

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

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

District ID Nos. 4, 5, 6, 7, 8, 9, 10, 11, 12, Permittee ID Nos. G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, having a surface diameter of 12 inches, with a minimum casing depth of 300 feet, drilled to a maximum total depth of 400 feet.(223)

3. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
4. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
5. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)
6. Upon construction of the withdrawal facility, the Permittee shall install a backflow prevention system on District ID Nos. 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, Permittee ID Nos. G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10.

(315)

7. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices.
(331)
8. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)
9. 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 North American Vertical Datum 1988 (NAVD 88), 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. 24, 26, 28, and 30/Permittee ID No. PZ-1, PZ-2, PZ-3, and PZ-4, with surface casing diameter of 2 inches, to be drilled to a minimum total depth of 13 feet but no deeper than a maximum total depth of 18 feet, and be cased continuously from the surface to 10 feet above the total depth of the well.

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)

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

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

(427)

11. The Permittee shall immediately implement the District-approved water conservation plan dated May 20, 2024 that was submitted in support of the application for this permit. Conservation measures that

the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted March 1, 2029.(449)

12. The Permittee shall investigate the feasibility of increasing the use of or using reclaimed water for irrigation when notified by the District that reclaimed water may be available in sufficient supply to be utilized for this permit. The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of reclaimed water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall include a date when the reclaimed water will be available and shall indicate a proposed reduction in permitted quantities. If the permit application is not submitted by the Permittee, the District may reduce, following notice to the Permittee, the quantities authorized with this permit to account for the availability of reclaimed water. (458)

13. The permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for recreation/aesthetic/golf irrigation use for each permitted irrigation withdrawal point, District ID. Nos. 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, Permittee ID Nos. G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10:
1. Irrigated plant type,
 2. Total Acres per plant type,
 3. Acres shrubs and/or trees,
 4. Number of acres of tees and greens, and
 5. Dominant soil type or acres by dominant soil type.

This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year.

(475)

14. The Permittee shall submit a copy of all well completion reports as filed with Sarasota County Health Department to the Water Use Permit Bureau within 30 days of each well completion.(508)

15. The total withdrawal from District ID No. 1, Permittee ID No. G-1, 12 inch well, for augmenting ERP Pond 205 shall not exceed the total withdrawal from District ID No. 13, Permittee ID No. PS-1 from the water body for irrigation during any month.

The total withdrawal from District ID No. 4, Permittee ID No. G-2, 12 inch well, for augmenting ERP Pond 125 shall not exceed the total withdrawal from District ID No. 14, Permittee ID No. PS-2 from the water body for irrigation during any month.

The total withdrawal from District ID No. 5, Permittee ID No. G-3, 12 inch well, for augmenting ERP Pond 331 shall not exceed the total withdrawal from District ID No. 15, Permittee ID No. PS-3 from the water body for irrigation during any month.

The total withdrawal from District ID No. 6, Permittee ID No. G-4, 12 inch well, for augmenting ERP Pond 165 shall not exceed the total withdrawal from District ID No. 16, Permittee ID No. PS-4 from the water body for irrigation during any month.

The total withdrawal from District ID No. 7, Permittee ID No. G-5, 12 inch well, for augmenting ERP Pond 675 shall not exceed the total withdrawal from District ID No. 17, Permittee ID No. PS-5 from the water body for irrigation during any month.

The total withdrawal from District ID No. 8, Permittee ID No. G-6, 12 inch well, for augmenting ERP Pond 680 shall not exceed the total withdrawal from District ID No. 18, Permittee ID No. PS-6 from the water body for irrigation during any month.

The total withdrawal from District ID No. 9, Permittee ID No. G-7, 12 inch well, for augmenting ERP Pond 440 shall not exceed the total withdrawal from District ID No. 19, Permittee ID No. PS-7 from the water body for irrigation during any month.

The total withdrawal from District ID No. 10, Permittee ID No. G-8, 12 inch well, for augmenting ERP Pond 617 shall not exceed the total withdrawal from District ID No. 20, Permittee ID No. PS-8 from the water body for irrigation during any month.

The total withdrawal from District ID No. 11, Permittee ID No. G-9, 12 inch well, for augmenting ERP Pond 456 shall not exceed the total withdrawal from District ID No. 21, Permittee ID No. PS-9 from the water body for irrigation during any month.

The total withdrawal from District ID No. 12, Permittee ID No. G-10, 12 inch well, for augmenting ERP Pond 485 shall not exceed the total withdrawal from District ID No. 22, Permittee ID No. PS-10 from the water body for irrigation during any month.
(546)

16. A water level and water quality monitor well maintenance program shall be initiated, and shall be ongoing for the life of the permit. This program shall be undertaken to insure the retrieval and reporting of accurate water level and water quality data. The Permittee shall also maintain the wellheads of the monitor wells. Where water level recorders are not in use, this maintenance shall include secure, lockable, sliding or screw caps on all monitor wells. All monitor wells shall be maintained with a minimum of eighteen inches of casing above grade or ground surface. (561)
17. 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)
18. The Permittee shall not irrigate golf course roughs with non-alternative water supplies unless such water supplies are derived from a portion of the quantities permitted for the tees, greens, and fairways. The amount of permitted ground or surface water plus alternative water supply applied to the entire golf course shall not exceed reasonable-beneficial quantities for tees, greens and fairways alone. Further, during any single month, alternative water supply sources shall not be used to irrigated the roughs if any non-alternative water supplies are withdrawn for the purpose of irrigation during the same month. However, with prior District approval, during wet weather, the permittee may use roughs as reclaimed water disposal sites. (594)
19. The Permittee shall install within 90 days of construction of the withdrawal facility an automated augmentation control system (such as a water level controlled shut-off switch) on the augmentation sources listed below. Provisions shall be made by the Permittee in the augmentation schedule to allow for the maximum possible runoff/rainfall capture. The system shall be managed such that augmentation will not take place until augmented lake water levels have receded to the "Fluctuation Water Level Elevation" (FWLE) designated below. Once augmentation has been started the lake's water level elevation may be augmented up to the "Normal Water Level Elevation" (NWLE) and then augmentation shall cease.
District ID No. 1, Permittee ID No. G-1 may be used to augment ERP Pond No. 205 between 27 feet NAVD and 27.5 feet NAVD.

District ID No. 4, Permittee ID No. G-2 may be used to augment ERP Pond No. 125 between 26.5 feet NAVD and 27 feet NAVD.

District ID No. 5, Permittee ID No. G-3 may be used to augment ERP Pond No. 331 between 26.5 feet NAVD and 27 feet NAVD.

District ID No. 6, Permittee ID No. G-4 may be used to augment ERP Pond No. 165 between 27.04 feet NAVD and 27.54 feet NAVD.

District ID No. 7, Permittee ID No. G-5 may be used to augment ERP Pond No. 675 between 23.6 feet NAVD and 24.1 feet NAVD.

District ID No. 8, Permittee ID No. G-6 may be used to augment ERP Pond No. 680 between 26 feet NAVD and 26.5 feet NAVD.

District ID No. 9, Permittee ID No. G-7 may be used to augment ERP Pond No. 440 between 26.8 feet NAVD and 27.3 feet NAVD.

District ID No. 10, Permittee ID No. G-8 may be used to augment ERP Pond No. 617 between 24.6 feet

NAVD and 25.1 feet NAVD.

District ID No. 11, Permittee ID No. G-9 may be used to augment ERP Pond No. 456 between 26.45 feet NAVD and 26.95 feet NAVD.

District ID No. 12, Permittee ID No. G-10 may be used to augment ERP Pond No. 485 between 26.2 feet NAVD and 26.7 feet NAVD.(647)

20. The Permittee shall maximize the use of surface waters before utilizing ground water for augmentation of the lake. Augmentation for aesthetic purposes only is strictly prohibited.(648)
21. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
22. 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)
23. Upon permit issuance, the Permittee shall implement the Environmental Management Plan (EMP) received by the District on May 20, 2024. A report compiling the results, analyses and conclusions of the hydrologic and vegetative monitoring from the preceding October 1 to September 30, shall be submitted annually by March 1. The report shall identify and describe any trends of vegetative and/or hydrologic changes in the EMP network using the methodology outlined in the EMP to determine if District Performance Standards, as provided in Chapter 4 of Part B of the "Water Use Permit Applicant's Handbook" for wetlands have been met. Reports shall be submitted to the Water Use Permit Bureau. Any color part of the report that is scanned shall be scanned in color.

Objective:

The EMP identifies how environmental conditions in the vicinity of the Permittee's wells will be monitored using the monitor sites and schedule that are identified in special conditions of this permit. The EMP also identifies how adverse impacts will be identified and how adverse impacts caused by groundwater withdrawals will be mitigated by the Permittee. The plan is designed to allow flexibility in its implementation while meeting the intent of both regulatory criteria and best management practices for regional water production facilities. As monitor sites are constructed or installed, the Permittee shall provide surveyed latitude and longitude to 0.01 seconds. Well or piezometer construction data shall be submitted as required in the well construction special condition.

The withdrawal of water must not cause adverse impacts to environmental features, including wetlands, lakes, and streams. The following standards shall be used to determine if adverse impacts have occurred to wetlands: wet season water levels shall not deviate from their normal range; wetland hydro-periods shall not deviate from their normal range and duration to the extent that wetlands plant species composition and community zonation are adversely impacted; wetland habitat functions, such as providing cover, breeding, and feeding areas for obligate and facultative wetland animals shall be temporally and spatially maintained, and not adversely impacted as a result of withdrawals; and habitat for threatened or endangered species shall not be altered to the extent that utilization by those species is impaired.

Wetland Vegetative Monitoring:

The EMP network is comprised of 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 significantly affected by the pumping). The Permittee shall detect and document changes to the vegetation and/or

the hydrology of the wetlands as indicators of adverse impacts to wetlands. Each vegetative zone and strata shall be evaluated by percent cover of dominant and subdominant species using the Wetland Assessment Procedure (WAP) field form instruction manual and WAP field form as it is now or may be modified in the future to include monitoring non-cypress wetlands. Vegetative assessment shall be conducted annually at each of the EMP network sites during the April-May time period and shall include the surveyed elevations information in North American Vertical Datum 1988 (NAVD88) for all Normal Pool (NP) elevations.

Hydrologic Monitoring - Surface Water and Surficial Aquifer Water Levels:

Hydrologic monitoring of the EMP network will be used to document existing/normal hydrology and detect any changes in wetland hydrology due to wellfield pumpage. Piezometers, District ID Nos. 24, 26, 28, and 30, Permittee ID Nos. PZ-1, PZ-2, PZ-3, and PZ-4 listed in the water level monitoring special condition shall measure the surficial water table elevations immediately landward of the wetland boundary. Piezometers and staff gages shall measure surface water levels near the central, deepest part of the wetland. The data shall be submitted to the District in both tables and graphs referenced to the District Identification Numbers. The date the readings were taken as well as the Normal Pool elevation shall be noted. Hydrologic monitoring shall be recorded and reported according to the District as required in the special condition in this permit regarding water level monitoring.

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 Natural Resources Conservation Service county soil surveys, degree of soil moisture (desiccation to inundation), and general condition (fissuring, subsidence, etc.). A report of the soils determination shall be included in the initial annual monitoring report. The Permittee shall provide reporting of soil conditions in future monitoring reports if the District determines the information is necessary. The Permittee shall notify the District one week prior to conducting field verifications.

Changes to EMP Network During Permit Term Wetlands:

The Permittee will include in the annual report the continued appropriateness of the reference wetlands. If a non-climatic change to any reference wetland results in the wetlands no longer being appropriate as references, the Permittee will submit an alternate reference wetland to the District. The Permittee must identify alternative sites where legal access can be obtained and submit within 30 days a written request to SWFWMD to modify the EMP network. Within 90 days of SWFWMD staff approval of the EMP network modification, the Permittee must implement the approved change(s).

Water Levels:

If the Permittee is unable to obtain or maintain legal access to any of the proposed monitoring sites, the Permittee must notify the District in writing within 15 days of concluding that access to any specific site is not possible. Within 30 days of such notification, the Permittee must identify alternative sites where legal access can be obtained and submit a written request to SWFWMD to modify the EMP network. Within 90 days of District approval of the EMP network modification, the Permittee must implement the approved change(s). (675)

24. Permittee shall implement and maintain data collection programs to monitor vegetational transects, tree plots, water-table piezometers, and fish and wildlife as outlined in the environmental monitoring plan dated May 20, 2024, throughout the term of the permit. Any changes to the methods or frequency of monitoring for any of these data collection programs may be done only after approval by the Water Use Permit Bureau Chief. The Permittee shall submit an annual report by April 1 that provides the raw data as well as interpreted data to assess impacts of pumpage on ERP Wetlands 15N, 16, 65, and 56. Additionally, the report shall include an analysis of upland and wetland conditions, including interpretation of applicable parameters such as treefalls per unit area, rate of soil subsidence, effects on fish and wildlife, and evidence of vegetational succession. Data shall be obtained through field measurements. Hydrographs from surface water gauges and wells shall be included for the period of record and discussed in the report. Any mitigation activities will be noted along with specific mention of sites receiving past or present water augmentation. (692)
25. The Permittee shall have the Seasonal High and Normal Pool water levels of the following water bodies surveyed by a licensed surveyor to North American Vertical Datum 1988 (NAVD 88). The surveyed elevations shall be submitted to the District within 30 days of the survey, and shall be subject to District approval.

ERP Wetland 15N
ERP Wetland 16
ERP Wetland 65
ERP Wetland 56
(694)

26. The Permittee shall use surface water as the primary source of water to the maximum extent practicable for their reasonable-beneficial water demand. In the event that surface water is not sufficiently available to meet reasonable-beneficial water demand, the Permittee may supplement with groundwater sources. As surface water becomes more available, the Permittee shall use it as the primary source and reduce or cease withdrawals of groundwater.(696)
27. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID No(s). 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, Permittee ID No(s). G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, PS-1, PS-2, PS-3, PS-4, PS-5, PS-6, PS-7, PS-8, PS-9, PS-10. 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)
28. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID No. 1, Permittee ID No. G-1. 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)
29. Within 90 days of the completion of the following proposed monitor well(s) or piezometer(s), the Permittee shall record water levels to the North American Vertical Datum 1988 (NAVD88) 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 NAVD88, 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. 24, 26, 28, and 30, Permittee ID No. PZ-1, PZ-2, PZ-3, and PZ-4, to monitor the surficial aquifer system on a bi-monthly basis.(755)

30. By the date specified below, 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 North American Vertical Datum 1988, 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 No. 23, Permittee ID No. SG-1 by November 1, 2024 on ERP Wetland 15N on a bi-monthly basis at Lat. 27.10706 Long. -82.1196

District ID No. 25, Permittee ID No. SG-2 by November 1, 2024 on ERP Wetland 16 on a bi-monthly basis at Lat. 27.0965 Long. -82.1216

District ID No. 27, Permittee ID No. SG-3 by November 1, 2024 on ERP Wetland 65 on a bi-monthly basis at Lat. 27.1083 Long. -82.1255

District ID No. 29, Permittee ID No. SG-4 by November 1, 2024 on ERP Wetland 56 on a bi-monthly basis at Lat. 27.1088 Long. -82.1151

(761)

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 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

<u>Frequency</u>	<u>Recording Schedule</u>
Daily	Same time of each day
Weekly	Same day of each week
Monthly	Same week of each month
Quarterly	Same week of months specified

WELL CONSTRUCTION INSTRUCTIONS

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

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

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

CONSENT AGENDA**September 24, 2024****General Counsel's Report: Approval of the District's Annual Regulatory Plan for 2024-2025**

Executive Order No. 11-211 requires agencies under the direction of the Governor to submit to the Governor's Office of Fiscal Accountability and Regulatory Reform (OFARR) "an annual regulatory plan that shall identify and describe each rule that the agency expects to begin promulgating during the next twelve-month period." Section 120.74, Florida Statutes (F.S.), requires each state agency to prepare an annual regulatory plan by October 1 of each year to identify each law enacted or amended during the previous twelve months which creates or modifies the duties or authorities of the agency, as well as each other law which the agency expects to implement by rulemaking before the following July 1, with the exception of emergency rulemaking. Additionally, the annual regulatory plan must include a certification executed on behalf of the agency by both the presiding officer and the principal legal advisor to the agency head, verifying that both persons have reviewed the plan and that the agency regularly reviews all of its rules to determine if the rules remain consistent with the agency's rulemaking authority and laws implemented. Finally, under Section 120.74(2)(a)(3), F.S., the District must publish in the Florida Administrative Register a notice indicating that its Regulatory Plan is available on the District's website.

The District's proposed 2024-2025 Regulatory Plan lists upcoming rulemaking in the following categories:

1. Amendments to Procedural Rules, Forms, Fees, and Delegation Agreements – simplifying and clarifying rules, increasing efficiency, and in some cases reducing regulatory costs.
2. Amendments to Water Levels and Rates of Flow Rules – clarifying rules, increasing efficiency, and deleting obsolete or unnecessary rules.

The District's Regulatory Plan will be published on the District's website, and a notice will be published in the Florida Administrative Register. In addition, the District will electronically deliver a copy of the certification executed by the Governing Board Chair and the General Counsel, as required by Section 120.74(1)(d), F.S., to the Joint Administrative Procedures Committee. The District will continue to submit a copy of its Annual Regulatory Plan to the OFARR in accordance with Executive Order 11-211. Copies of the proposed regulatory plan and certification will be provided to the Governing Board in advance of this meeting.

Staff Recommendation:

Approve the District's Annual Regulatory Plan for 2024-2025 and execute the certification required by Section 120.74(1)(d), F.S.

Presenter:

Jennifer Soberal, Senior Attorney, Office of General Counsel

**CERTIFICATION OF ANNUAL REGULATORY PLAN FOR 2024-2025
FOR THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

We hereby certify:

That we have reviewed the Southwest Florida Water Management District's (District) Annual Regulatory Plan for 2024-2025, prepared in compliance with Section 120.74, F.S.; and

That the District regularly reviews all of its rules to determine if the rules remain consistent with the District's rulemaking authority and the laws implemented and conducted such a review on September 24, 2024.

MICHELLE WILLIAMSON
CHAIR

CHRISTOPHER A. TUMMINIA, ESQ.
GENERAL COUNSEL

Date

	A	B	C	D	E	F	G
	Rule Section	Law(s) Implemented	Rule Title	Must the Agency Adopt Rules to Implement the Law	Is Rulemaking Necessary to Implement the Law	Has a Notice of Rule Development Been Published and, if so, the citation to Such Notice in the Florida Administrative Register	The Date by Which the Agency Expects to Publish the Notice of Proposed Rule
2	40D-2.321, 40D-2.091	373.036, 373.0363, 373.042, 373.0421, 373.079(4)(a), 373.083(5), 373.103, 373.116, 373.117, 373.1175, 373.118, 373.149, 373.171, 373.185, 373.216, 373.217, 373.219, 373.223, 373.227, 373.228, 373.229, 373.236, 373.239, 373.243, 373.250, 373.705, 373.709, 373.715 FS	Publications and Forms Incorporated by Reference, Duration of Permits	Yes	Yes, pursuant to Sec. 373.250(9), F.S.	No	2025
3	Section 120.74(1)(b), F.S., Rulemaking						
4	Rule Section	Law(s) Implemented	Rule Title	Rulemaking Action	Reason for Rulemaking	Description of Changes/Additions to be Made in Rulemaking	Explain whether the rule is intended to simplify, clarify, increase efficiency, improve coordination with other agencies, reduce regulatory costs, or delete obsolete, unnecessary, or redundant rules
5	40D-1.002	253.002, 373.083, 373.103, 373.149, 373.171, 373.175, 373.219, 373.223, 373.224, 373.226, 373.246, 373.308, 373.309, 373.427, F.S.	Delegation of Authority	Rule Amendment	Add and Update Incorporated Material	Incorporate updated publications, forms, or delegation agreements.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and improve coordination with other agencies.
6	40D-1.607	373.109, 373.421(2), 373.4131, F.S.	Permit Processing Fee	Rule Amendment	Update Rule	Removal of the processing fee reduction for environmental resource permit applications that are submitted using the District's electronic application system.	The proposed rulemaking is intended to reduce regulatory costs and simplify and delete an unnecessary rule.
7	40D-1.660	373.0361, 373.079(4)(a), 373.083(5), 373.114, 373.171, 373.403, 373.413, 373.4135, 373.4136, 373.414, 373.4144, 373.416, 373.429, 373.441, F.S.	Publications and Forms Incorporated by Reference	Rule Amendment	Add and Update Incorporated Material	Update to Environmental Resource Permitting Applicant's Handbook Volume II, incorporate updated publications, forms, or operating agreements.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and improve coordination with other agencies.
8	40D-2.101	373.0363, 373.116, 373.117, 373.1175, 373.216, 373.229, 373.236, 403.0877, F.S.	Content of Application	Rule Amendment	Update Rule	Conform the rule to updated Water Use Permit Applicant's Handbook.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and reduce regulatory costs.
9	40D-3.037	373.046, 373.103, 373.308, 373.309, 373.323, 373.333, 373.336, F.S.	Rules, Publications and Agreements Incorporated by Reference	Rule Amendment	Update Incorporated Material	Incorporate updated Water Well Construction Disciplinary Guidelines and Citations Dictionary, contingent upon rule amendments and updates by FDEP.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and improve coordination with other agencies.
10	40D-8.041	373.036, 373.0361, 373.042, 373.0421, F.S.	Minimum Flows	Rule Amendment	Update Rule	Update references to NGVD29 and NAVD88 datum, and adopt or amend minimum flows.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency, or delete unnecessary rules.
11	40D-8.623	373.036, 373.0361, 373.0395, 373.042, 373.0421, F.S.	Minimum Wetland Levels	Rule Amendment	Update Rule	Update references to NGVD29 and NAVD88 datum, and adopt, amend, or repeal minimum levels.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency, or delete unnecessary rules.
12	40D-8.624	373.036, 373.042, 373.0421, 373.086, 373.709, F.S.	Guidance and Minimum Levels for Lakes	Rule Amendment	Update Rule	Update references to NGVD29 and NAVD88 datum, and adopt, amend, or repeal minimum levels.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency, or delete unnecessary rules.
13	40D-8.626	373.4131, F.S.	Minimum Aquifer Levels	Rule Amendment	Update Rule	Update references to NGVD29 and NAVD88 datum, and adopt, amend, or repeal minimum levels.	The proposed rulemaking is intended to simplify, clarify, and increase efficiency.
14							

CONSENT AGENDA**September 24, 2024****General Counsel's Report: Approval of First Amended and Restated Emergency Order No. SWF 24-020 – Emergency Measures for Tsala Apopka Golf Course Control Structure**

The District is the lead for the Tsala Apopka Golf Course Structure Modification Project-C680 (the Project). The Project involves modifying an existing operable control structure by replacing four (4) 4-foot-wide steel drop gates with two (2) 8-foot-wide lift gates that reach the channel bottom. Associated work includes dewatering, earthwork, constructing and metalizing a structure to support the gates, stabilizing the channel with riprap and concrete, making electrical modifications, restoring sodding, building a retaining wall and a handrail-equipped catwalk, and other related activities. The original completion date for the Project was May 31, 2024.

On May 31, 2024, the District determined that construction activities could continue past the original completion date due to favorable weather conditions. However, insufficient progress was made in accomplishing critical tasks, leading the District to take control of the site on July 15, 2024, to ensure the remaining work was completed.

According to sections 373.119 and 373.439, Florida Statutes, the Executive Director may issue orders to address emergencies that pose a threat to the public health, safety, welfare, or environment. These orders may include, among other things, waiving the procedures and formalities otherwise required to conduct public business.

In order to ensure the Project's completion, the Executive Director issued Emergency Final Order No. SWF 24-020 on July 15, 2024 (Emergency Order). The Emergency Order suspended the effect of certain statutes, rules, or orders, including requirements related to competitive procurement. It also authorized the District to implement any necessary remedial measures, including taking control of the Project site if necessary to complete the Project.

On September 10, 2024, the Executive Director issued the First Amended and Restated Emergency Final Order No. SWF 24-020 to extend the expiration date of the Emergency Order to October 10, 2024. If approved, the First Amended and Restated Emergency Order will be effective until October 10, 2024, unless extended or terminated by further order.

Staff Recommendation:

1. Approve the First Amended and Restated Emergency Order No. SWF 24-020.

Presenter:

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

IN RE: EMERGENCY MEASURES FOR TSALA APOPKA GOLF COURSE CONTROL STRUCTURE MODIFICATION PROJECT (C680)

FIRST AMENDED AND RESTATED EMERGENCY ORDER NO. SWF 24-020

The Southwest Florida Water Management District (District) enters this First Amended and Restated Emergency Order (Order), including Findings of Fact and Conclusions of Law, in response to site conditions and anticipated rainfall near the Tsala Apopka Golf Course Control Structure in Citrus County, Florida, that pose an immediate danger to the public health, safety, and welfare.

FINDINGS OF FACT

1. The District is an agency charged with the responsibility to conserve, protect, manage, and control the water resources within all or part of sixteen (16) counties designated in its geographic boundaries, including Citrus County (hereinafter referred to as the Emergency Area), and to administer and enforce Chapter 373, Florida Statutes, and the rules adopted thereunder in the Florida Administrative Code (F.A.C.).

2. On August 6, 2021, the District advertised a Request for Bids (RFB 2115) for the Tsala Apopka Golf Course Structure Modification Project-C680 (Project) in Citrus County. The Project involves: (1) modifying an existing operable control structure by replacing four (4) 4-foot-wide steel drop gates with two (2) 8-foot-wide lift gates that reach the channel bottom; (2) gate support structure; (3) metallization of the existing structure; (4) channel stabilization via rip-rap and concrete slope pavement; (5) electrical

modifications; (6) restoration sodding; (7) survey layout and as-built; (8) earthwork; (9) dewatering; (10) retaining wall construction; (11) catwalk with handrail; and (12) other incidental activities as described in RFB 2115.

3. On August 22, 2022, the District issued a Notice to Proceed with construction, which required substantial completion by May 1, 2024, and final completion by May 31, 2024 (Final Completion Deadline).

4. On April 24, 2024, the District prepared an Emergency Action Plan outlining steps to be taken if the Project was not completed by the Final Completion Deadline.

5. On May 31, 2024, the District determined that current conditions were suitable to allow construction activities to extend beyond the Final Completion Deadline. However, sufficient progress was not made in accomplishing critical tasks, and on July 15, 2024, the District terminated the construction contract.

6. The Executive Director finds that the delay in completing the Project has threatened the safety of surrounding property, structures, stormwater management systems, works, and impoundments in the Emergency Area due to potential flooding. As a result of the emergency, immediate action is necessary to protect public health, safety, and welfare. The Executive Director finds that it is appropriate for the District to employ any remedial measures necessary to safeguard life and property.

CONCLUSIONS OF LAW

7. Based on the Findings of Fact described herein, it is hereby concluded that the emergency caused by delays in completing the Project poses an immediate danger to the public health, safety, and welfare requiring immediate action.

8. Pursuant to Sections 120.569(2)(n) and 373.119(2), F.S., the District's Executive Director, or designee, is authorized to issue this Order.

9. The actions required to protect the public health, safety, and welfare described in this Order are appropriate pursuant to section 373.439(2), F.S., and are required so as not to prevent, hinder, or delay any action necessary to meet the emergency.

10. The District's immunity from liability for any damages that might result from the activities authorized by this Order, as provided for by Section 373.443(4), F.S., shall not be diminished by the terms of this Order or any activities undertaken pursuant to this Order.

THEREFORE, it is hereby **ORDERED** that the following apply:

11. **Procurement**

To ensure the District can provide for the completion of the Project, the Executive Director hereby suspends, to the extent necessary, the effect of any statute, rule, or order that provides for the District's ability to procure necessary supplies, commodities, services, temporary premises, and other resources, to include, without limiting the generality of the foregoing, any and all statutes, rules, and orders that affect budgeting, leasing, printing, purchasing, travel, the conditions of employment, and the compensation of employees.

12. **Conflicting Requirements**

The requirements and effects of statutes, rules, agreements, policies, procedures, or District orders that conflict with the provisions of this Emergency Order are suspended to the extent necessary to implement this Emergency Order. The District shall immediately employ any remedial means necessary to safeguard life and property, including, but not limited to, taking full control of the Project site and performing such activities as are necessary to complete the Project.

13. **Limitations**

The District issues this Emergency Order solely to address the emergency described herein. This Emergency Order shall not be construed to authorize any activity within the jurisdiction of the District except in accordance with the express terms of this Emergency Order. Nothing in this Emergency Order, or any action taken in accordance with this Emergency Order, shall be construed as District approval of work performed on the Project before the effective date of this Emergency Order.

14. **Expiration Date**

This Emergency Order shall expire on October 10, 2024, unless otherwise extended or terminated by further order.

DONE AND ORDERED in Hernando County, Florida, on September 10, 2024.


Approved as to legal form and content



Chris Tumminia, General Counsel

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By:

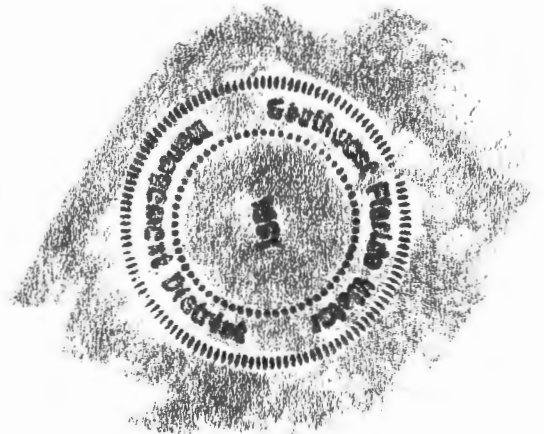

Brian J. Armstrong, Executive Director

Filed this 10th day of

September 2024.


Deputy Agency Clerk

[SEAL]



NOTICE OF RIGHTS

Pursuant to Section 120.569(2)(n), Florida Statutes, any party adversely affected by this Order has the right to seek an injunction of this Order in circuit court or judicial review of it under Section 120.68, Florida Statutes. Judicial review must be sought by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure, with the Clerk of the District at 7601 U.S. Highway 301 North, Tampa, Florida 33637-6759, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this Order is filed with the Clerk of the District.

CONSENT AGENDA**September 24, 2024****General Counsel's Report: Approval of Interagency Agreement between South Florida Water Management District and Southwest Florida Water Management District – Designation of Regulatory Responsibility to South Florida Water Management District for an Environmental Resource Permit – Spanish Trail Ranch Reserve Easement – Charlotte County**

The USDA Natural Resources Conservation Service seeks an environmental resource permit (ERP) for the proposed Spanish Trail Ranch Wetland Reserve Easement in Charlotte County (Project). The majority of the Project is located within the jurisdictional boundaries of the South Florida Water Management District (SFWMD), and a smaller portion of the project site is located within the jurisdictional boundaries of the Southwest Florida Water Management District (SWFWMD). Additionally, the SFWMD has a recent permitting history in the Project area. The SWFWMD issued two Management and Storage of Surface Waters permits in the past that will not be impacted by the proposed ERP.

Section 373.046(6), Florida Statutes, authorizes water management districts to enter into interagency agreements to designate regulatory responsibility to another water management district for a project that crosses the jurisdictional boundaries of both districts. Water management districts typically consider regulatory efficiency and prior permitting history in determining which water management district is most appropriate to permit such projects. The interagency agreement designates the responsibility to receive, process, and take final agency action on all permit applications, and to take any compliance and enforcement action regarding a designated permit. An interagency agreement approved by the SWFWMD governing board and the SFWMD executive director is necessary to authorize SFWMD to issue an ERP to the applicant for the entire Project.

Both Districts agree that regulatory responsibility over the project area should be designated to SFWMD. The SFWMD has previously processed permits in the surrounding geographic area and designating SFWMD with regulatory responsibility for the Project would allow for more efficient processing of the permit application.

Staff Recommendation:

Approve the Interagency Agreement between the South Florida Water Management District and the Southwest Florida Water Management District for the designation of regulatory responsibility for an Environmental Resource Permit for the above-described Project.

Presenter:

Destin J. Dawsy, Attorney, Office of General Counsel

**INTERAGENCY AGREEMENT BETWEEN THE SOUTH FLORIDA WATER
MANAGEMENT DISTRICT AND THE SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT FOR DESIGNATION OF REGULATORY
RESPONSIBILITY FOR ENVIRONMENTAL RESOURCE PERMITS FOR
SPANISH TRAIL RANCH WETLAND RESERVE EASEMENT IN
CHARLOTTE COUNTY, FLORIDA**

THIS INTERAGENCY AGREEMENT ("Agreement") is made and entered into by and between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("SFWMD") and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("SWFWMD").

WITNESSETH:

WHEREAS, on June 21, 2024, USDA-NRCS submitted a request for the SFWMD to process an environmental resource permit ("ERP") for the proposed Spanish Trail Ranch Wetland Reserve Easement located in Charlotte County, Application No. 240621-44446, as depicted on the map attached hereto as Exhibit A (the "Project"); and

WHEREAS, the Project is located within the jurisdictional boundary of both the SFWMD and the SWFWMD, with the majority of the Project located within the SFWMD's jurisdictional boundary in Charlotte County; and

WHEREAS, Subsection 373.046(6), Fla. Stat., authorizes a water management district to designate, via an interagency agreement, regulatory responsibility to another water management district when the geographic area of the project or local government crosses the jurisdictional boundaries of another water management district; and

WHEREAS, the SFWMD has prior permitting history of this property under Permit Nos. 08-00001-S and 08-00001-S-02; and

WHEREAS, the designation of the SFWMD as the water management district with Part IV, Chapter 373, Fla. Stat., regulatory responsibility for the Project would allow for more efficient processing of ERP application as the majority of the Project is located within the jurisdictional boundaries of the SFWMD; and

WHEREAS, the SFWMD and the SWFWMD desire to designate the SFWMD as the water management district with Part IV, Chapter 373, Fla. Stat., regulatory responsibility for the proposed Project located within the jurisdictional boundaries of SWFWMD in Charlotte County, pursuant to Part IV, Chapter 373, Fla. Stat., and specifically identified in Exhibit A.

NOW THEREFORE, the SFWMD and the SWFWMD, under the authority of Subsection 373.046(6), Fla. Stat., hereby agree as follows:

1. The SFWMD is designated as the water management district that will have regulatory responsibilities under Part IV of Chapter 373, Fla. Stat., for those activities known as the Project, as shown on Exhibit A, which is incorporated by reference herein. Such regulatory responsibilities shall include receiving, processing, and taking final agency action on ERP applications or modifications thereof, located in the area on Exhibit A and taking any compliance and enforcement action with regard to such ERP(s).
2. This Agreement will commence upon execution by all parties and will remain in effect until either party terminates such Agreement for its convenience upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, each party, or its lawful representative, has executed this Agreement on the date set forth next to their signature below.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Jill Creech
Division Director, Regulation

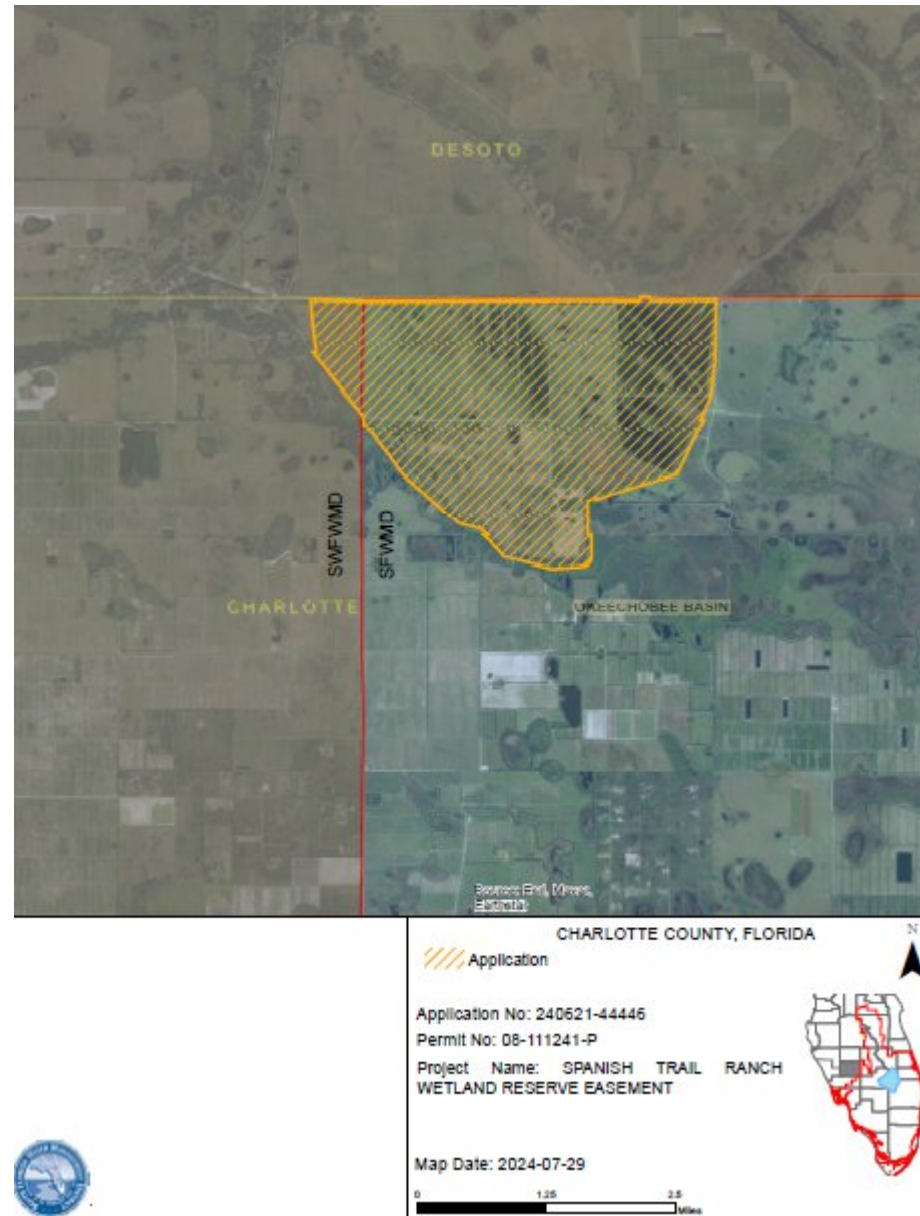
Date: _____ (Seal)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Michelle Williamson, Chair

Date: _____ (Seal)

Exhibit A



CONSENT AGENDA

September 24, 2024

Executive Director's Report: Approve Governing Board Minutes – August 27, 2024

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



GOVERNING BOARD MEETING
TUESDAY, AUGUST 27, 2024 – 9:00 AM
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
(352) 796-7211

MINUTES

Board Members Present

Michelle Williamson, Chair
John Mitten, Vice Chair
Jack Bispham, Secretary
Ashley Bell Barnett, Treasurer
Ed Armstrong, Member
Kelly Rice, Member
Joel Schleicher, Member
John Hall, Member
Dustin Rowland, Member
James Holton, Member
Robert Stern, Member
Nancy H. Watkins, Member

Staff Members

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

Board Administrative Support

Virginia Singer, Manager
Lori Manuel, Administrative Coordinator

1. Convene Public Meeting

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., August 27, at 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

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

1.2 Invocation and Pledge of Allegiance

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

1.3 Employee Recognition

Chair Williamson recognized Ms. Deborah Ammendola for 40 years of service, Mr. Brian Armstrong for 25 years of service and Carole Estes for 20 years of service.

1.4 Additions/Deletions to Agenda

Mr. Brian Armstrong, Executive Director, stated that Governing Board Member Joel Schleicher requested the following item be added to Discussion:

Discussion

General Counsel's Report

7.3 Governance

Mr. Armstrong state there was a change to the exhibit for Item 2.10 on the Consent agenda. The November 19 Governing Board workshop in Tampa was changed to December 17.

Board Member Schleicher requested the following items be moved to Discussion:

Resource Management Committee

2.3 FARMS – Berry Red Farms, LLC (H825), Manatee County

2.4 FARMS – FD Berries USA LLC – Twitty Road South (H826), Highlands County

2.5 FARMS – Cameron Dakin – Dairy Heifer Farm (H827) Manatee County

Secretary Jack Bispham requested the following item be moved to Discussion:

Regulation Committee

2.7 Modification of Emergency Order No. SWF 24-002 – Tampa Bay Water – Alafia River Withdrawal Facility

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

1.5 Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddis spoke against the use of reclaimed water.

Ms. Aja Moore spoke regarding the dredge project and protecting the Weeki Wachee River. Ms. Jennette Seachrist, Resource Management Director, provided an update regarding the Weeki Wachee dredge project.

Consent Agenda

Finance/Outreach and Planning Committee

2.1 Knowledge Management: Governing Board Policy, Capital Assets

Staff recommended the Board approve the Capital Assets Governing Board Policy as revised.

2.2 Authorization to Dispose of Equipment

Staff recommended the Board approve the disposition of one John Deere 7130 tractor with slope mower attachment (Unit 2114) through the auction process.

Resource Management Committee

2.3 FARMS – Berry Red Farms, LLC (H825), Manatee County

Staff recommended the Board:

1. ~~Approve the Berry Red Farms, LLC project for a not to exceed project reimbursement of \$164,640 provided by the Governing Board;~~

- ~~2. Authorize the transfer of \$164,640 from fund 010 H017 Governing Board FARMS Fund to the H825 Berry Red Farms, LLC project fund;~~
- ~~3. Authorize the Assistant Executive Director to sign the agreement.~~

2.4 FARMS – FD Berries USA LLC – Twitty Road South (H826), Highlands County

Staff recommended the Board:

- ~~1. Approve the FD Berries USA, LLC project for a not-to-exceed project reimbursement of \$119,129 provided by the Governing Board;~~
- ~~2. Authorize the transfer of \$119,129 from fund 010 H017 Governing Board FARMS Fund to the H826 FD Berries USA, LLC project fund;~~
- ~~3. Authorize the Assistant Executive Director to sign the agreement.~~

2.5 FARMS – Cameron Dakin – Dairy Heifer Farm (H827) Manatee County

Staff recommended the Board:

- ~~1. Approve the Cameron Dakin – Dairy Heifer Farm project for a not-to-exceed project reimbursement of \$736,000 provided by the Governing Board;~~
- ~~2. Authorize the transfer of \$736,000 from fund 010 H017 Governing Board FARMS Fund to the H827 Cameron Dakin – Dairy Heifer Farm project fund;~~
- ~~3. Authorize the Assistant Executive Director to sign the agreement.~~

Regulation Committee

2.6 Consider Modification of Water Shortage Order(s) as Necessary

Staff recommended the Board approve the third Modification to Water Shortage Order No. SWF 23-041.

2.7 Modification of Emergency Order No. SWF 24-002 – Tampa Bay Water – Alafia River Withdrawal Facility

Staff recommended the Board approve Modification to Emergency Order No. SWF 24-002 attached as an exhibit.

General Counsel's Report

2.8 Approval of Consent Order – Environmental Resource Violations; Unauthorized Construction and Permit Condition Violations – S&S Money Auto Repair, Inc. – Environmental Resource Permit Number 31357.002 – Charlotte County

Staff recommended the Board:

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

2.9 Approval of Emergency Order No. SWF 24-022 – Emergency Measures Due to Tropical Depression Four

Staff recommended the Board approve Emergency Order No. SWF 24-022.

Executive Director's Report

2.10 Approve Calendar for Fiscal Year 2025 Meeting Dates

Staff recommended the Board approve Fiscal Year 2025 meeting dates as presented.

2.11 Approve Governing Board Minutes – July 23, 2024

Staff recommended the Board approve the minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio – 00:16:38)

Discussion

Finance/Outreach and Planning Committee

Chair Michelle Williamson called the committee to order.

3.1 Consent Item(s) Moved to Discussion – None

3.2 Budget Transfer Report

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

Resource Management Committee

Board Member Dustin Rowland called the committee to order.

4.1 Consent Item(s) Moved to Discussion

2.3 FARMS – Berry Red Farms, LLC (H825), Manatee County

Board Member Schleicher expressed opposition to the Facilitating Agricultural Resource Management Systems (FARMS) reimbursement of 75 percent.

Staff recommended the Board:

1. Approve the Berry Red Farms, LLC project for a not-to-exceed project reimbursement of \$164,640 provided by the Governing Board;
2. Authorize the transfer of \$164,640 from fund 010 H017 Governing Board FARMS Fund to the H825 Berry Red Farms, LLC project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

A motion was made and seconded to approve staff's recommendation. The motion carried with eleven in favor and one opposed. (Audio – 00:18:05)

2.4 FARMS – FD Berries USA LLC – Twitty Road South (H826), Highlands County

Board Member Schleicher expressed opposition to the FARMS reimbursement of 75 percent.

Staff recommended the Board:

1. Approve the FD Berries USA, LLC project for a not-to-exceed project reimbursement of \$119,129 provided by the Governing Board;
2. Authorize the transfer of \$119,129 from fund 010 H017 Governing Board FARMS Fund to the H826 FD Berries USA, LLC project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

A motion was made and seconded to approve staff's recommendation. The motion carried with eleven in favor and one opposed. (Audio – 00:18:25)

2.5 FARMS – Cameron Dakin – Dairy Heifer Farm (H827) Manatee County

Board Member Schleicher expressed opposition to the FARMS reimbursement of 75 percent.

Staff recommended the Board:

1. Approve the Cameron Dakin – Dairy Heifer Farm project for a not-to-exceed project reimbursement of \$736,000 provided by the Governing Board;
2. Authorize the transfer of \$736,000 from fund 010 H017 Governing Board FARMS Fund to the H827 Cameron Dakin – Dairy Heifer Farm project fund;
3. Authorize the Assistant Executive Director to sign the agreement.

A motion was made and seconded to approve staff's recommendation. The motion carried with eleven in favor and one opposed. (Audio – 00:18:50)

4.2 Tampa Bay Water – Southern Hillsborough County Transmission Expansion – Third-Party Review (Q241)

Mr. Jay Hoecker, Water Resource Bureau Chief, presented the results of the Third-Party Review (TPR) for the Tampa Bay Water (TBW) Southern Hillsborough County Transmission Expansion project. Mr. Hoecker presented an overview of the project, benefits associated and an estimate of costs. He explained the increased costs associated with this project.

Board Member Schleicher expressed his dissatisfaction with the increase in costs associated with this project.

Board Member Ed Armstrong asked when the initial cost of the project was presented to the Board and if a construction cost baseline index was included. Mr. Hoecker responded the project was presented in 2018. Ms. Maribel Medina, Tampa Bay Water, stated the conceptual costs presented in 2018 did not account for the higher inflation. She stated that a baseline of cost estimates can be provided to the Board.

Vice Chair John Mitten asked if the TPR reviews the initial projection costs. Mr. Hoecker responded in the negative.

Board Member Nancy Watkins asked if the 50 percent increase is also associated with other industries. She questioned the accuracy of the data in determining the project costs.

Board Member James Holton asked if the transmission expansion will address water pressure concerns that have been expressed by residents in Hillsborough County. Mr. Hoecker referenced TBW's construction of the Southern Hillsborough Booster Pump Station (Pump Station).

Mr. Warren Hogg, Tampa Bay Water, stated Hillsborough County and TBW are developing projects that will address the water pressure concerns and explained that the transmission expansion project and the pump station will work in tandem to alleviate the water pressure issues.

Board Member Dustin Rowland asked what the largest cost increase was associated with this project. Mr. Hogg responded materials and construction methods.

Board Member John Hall asked about the length of timelines associated with these type projects.

Mr. Armstrong, Executive Director, stated the project timeline for this type of project is approximately ten years. He explained the evolution of the cooperative funding process.

Discussion ensued.

Staff recommended the Board authorize continuation of the project to proceed with final design, permitting, and construction and approve amending the Cooperative Funding Agreement with TBW to include a project total cost of \$438,709,630 with the District's share not to exceed \$145,054,000 for the Southern Hillsborough County Transmission Expansion Project (Q241).

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 00:51:52)

4.3 Kracker Avenue Restoration – Project Lead Change (W368)

Mr. Randy Smith, Natural Systems and Restoration Bureau Chief, presented an overview that included a location map, historical information, restoration plan, funding information, and project benefits.

Mr. Smith explained the background and agreement requirements associated with the request to authorize Hillsborough County to become the project lead. He responded to questions.

Staff recommended the Board authorize staff to enter into an agreement with Hillsborough County for the Kracker Avenue Restoration Project (W368) with the County as the lead for design, permitting and construction and the District's total funding not to exceed \$1.5 million, inclusive of \$250,000 grant funding from the Tampa Bay Environmental Restoration Fund.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:02:38)

4.4 Lower Hillsborough River Recovery Strategy Implementation – Annual Update

This was for information only. No action was required.

4.5 Minimum Flows and Minimum Water Levels Priority List and Schedule Update

This was for information only. No action was required.

Operations, Lands and Resource Monitoring Committee

Board Member Robert Stern called the committee to order.

5.1 Consent Item(s) Moved to Discussion - None

5.2 Hydrologic Conditions Report

Ms. Tamera McBride, P.G., Hydrologic Data Manager, presented the hydrologic conditions update. She stated the 12-month rainfall total was below average. Ms. McBride stated the El Niño/Southern Oscillation (ENSO) is in the neutral phase and La Niña is predicted to start in late summer or early fall. She addressed the high rainfall amounts that occurred in Hillsborough, Manatee and Sarasota counties as a result of Hurricane Debby.

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 above normal temperatures and precipitation.

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

5.3 Overview of Land Management Plan Updates

Board Member Robert Stern stated there were six Request to Speak cards.

Ms. Jilan Crowley, Sierra Club Adventure Coast, spoke in favor of the Weekiwachee Preserve management plan update and commended the District for its cooperation with public input.

Mr. Tom Sinclair, Hernando Audubon, spoke in favor of the Weekiwachee Preserve management plan update and commended the District for its cooperation with public input.

Ms. DeeVon Quirolo spoke in favor of the Weekiwachee Preserve management plan update and commended the District for its cooperation with public input.

Ms. Sheila Barr spoke in opposition of the Weekiwachee Preserve management plan update.

Mr. Eugene Kelly, Florida Native Plant Society, spoke in favor of the Weekiwachee Preserve management plan update and commended the District for its cooperation with public input. He asked that the spring protection zone designation and monitoring be incorporated into the management plan.

Mr. Joe Murphy spoke in favor of the Weekiwachee Preserve management plan update and commended the District for its cooperation with public input.

Mr. Chris Reed, Land Management Manager, summarized the process for development and implementation of land management plans. He provided an overview of the updated land management plans for the Green Swamp Wilderness and the Weekiwachee Preserves. Mr. Reed explained the outreach done and the input that was received.

This was for information only. No action was required.

Regulation Committee

Board Member James Holton called the committee to order.

6.1 Consent Item(s) Moved to Discussion

2.7 Modification of Emergency Order No. SWF 24-002 – Tampa Bay Water – Alafia River Withdrawal Facility

Secretary Jack Bispham requested this item be moved to Discussion.

Mr. Darrin Herbst, Water Use Bureau Chief, presented a chart showing the water level for the C.W. Bill Young Regional Reservoir from 2005 through 2025. He provided historical information and explained the need for the emergency order. Mr. Herbst stated the Minimum Flows and Levels (MFL) for the Alafia River was established at 19 percent but Tampa Bay Water's water use permit allows 10 percent to be captured. He explained that the emergency order allows an increase in that quantity without causing adverse impacts.

Secretary Bispham asked how the 19 percent MFL was established. Mr. Randy Smith summarized the process. Secretary Bispham suggested investing in pumps to assist with flood stage.

Staff recommended the Board approve Modification to Emergency Order No. SWF 24-002 attached as an exhibit.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:49:42)

6.2 Denials Referred to the Governing Board

No denials were presented.

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion

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 – 01:50:23)

7.3 Governance

Board Member Schleicher expressed his opposition regarding the passing of a Knowledge Management policy concerning the Conduct of Board Meetings that was presented at the July meeting. He specifically contested the changing of quorum requirements. Board Member Schleicher stated he requested the General Counsel obtain an ethical and legal opinion from the Attorney General regarding the quorum requirements that were passed.

Mr. Chris Tumminia, General Counsel, stated that he spoke with the Attorney General's office and was provided the process to request a legal opinion. He explained it requires a majority vote from the governing body to make a request to the Attorney General's office.

Board Member Nancy Watkins reiterated her previous suggestion that a voting requirement be established once a quorum is determined to conduct business.

Discussion ensued.

Chair Williamson asked if there were any existing legal opinions to support the Board's approval of Item 3.6. Mr. Tumminia provided an overview of a legal opinion from 1985 that supported the Board's action.

Board Member James Holton requested that the Chair give consideration to adding an agenda item to draft policy regarding quorum and voting requirements

Board Member Armstrong asked if General Counsel could also request an advisory opinion from the Commission of Ethics. Mr. Tumminia stated he would research if the Commission of Ethics would accept a request. Board Member Schleicher stated he did not believe any Board Member acted unethically. Board Member Armstrong withdrew his request.

Board Member Schleicher made a motion to rescind the approval of the July 23 agenda Item 3.6 Knowledge Management - Conduct of Board Meetings Policy. The motion was seconded. The motion did not pass with three voting in favor and nine against. (Audio: 01:58:17/2:15:08)

Board Member Armstrong made a motion to request General Counsel seek the opinion of the State Attorney General's office regarding this issue. The motion was seconded and passed unanimously. (Audio: 2:18:25)

Committee/Liaison Reports

8.1 Environmental Advisory Committee

A written summary of the July 9 was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, provided an update regarding the Tsala Apopka Structure repairs and presented a video.

Mr. Armstrong stated the Communications & Board Services and Governmental Affairs staff received the inaugural Pinnacle Gold Award for Government Team of the Year from the Florida Public Relations Association (FPRA). The District also received an FPRA Award of Distinction and Judge's Award for Creativity for the Media Pitch for the Three Sisters Canal Stabilization project.

Mr. Armstrong stated the District was awarded a \$3.7 million funding grant from the National Oceanic and Atmospheric Administration. This grant will assist with a \$4.9 million CSWIM District Initiative project, Cape Haze Ecosystem Restoration. This project is expected to beneficial 410 acres of coastal habitat.

Mr. Armstrong commended Brian Starford, Ellen Morrison and Chris Reed for updating all 17 land management plans.

The meeting was recessed at 11:32 a.m., for a closed-door session.

11. Time Certain Closed-Door Attorney-Client Session

Pursuant to Section 286.011(8), Florida Statutes a closed-door attorney-client session was held for pending litigation in SWFWMD v. Citrus County, Case No. 2023-CA-000135, 5th Judicial Circuit, Citrus County.

The Governing Board meeting reconvened at 12:55 p.m.

Chair's Report

10.1 Chair's Report

Chair Williamson stated the FY2025 Tentative Budget hearing is scheduled for Tuesday, September 10 at 5:01 p.m., in the Tampa Office. The next regularly scheduled Board meeting is on Tuesday, September 24 at 3:00 p.m. in the Tampa office. And the FY2025 Final Budget hearing will follow at 5:01 pm.

10.2 Employee Milestones

A Written summary was provided.

Adjournment

The meeting adjourned at 1:00 p.m.

Governing Board Meeting

September 24, 2024

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	Discussion: Consent Item(s) Moved to Discussion	119
3.2	Discussion: Information Item: Fiscal Year 2026 Business Plan Update	120
3.3	Discussion: Action Item: Budget Update for Fiscal Year (FY) 2025	121
3.4	Discussion: Information Item: Office of Inspector General Fiscal Year 2024 Annual Report.....	122
3.5	Submit & File: Information Item: Budget Transfer Report	123

FINANCE/OUTREACH AND PLANNING COMMITTEE

September 24, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenters:

Brandon Baldwin, Division Director, Business and Information Technology Services Division

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

FINANCE/OUTREACH AND PLANNING COMMITTEE

September 24, 2024

Discussion: Information Item: Fiscal Year 2026 Business Plan Update

Purpose

To provide the Board with an update on the Fiscal Year 2026 Business Plan.

Background/History

The Business Plan serves as a guide for business operations at the District. The plan provides direction and information to management, employees and stakeholders with respect to District priorities and performance measures. The plan ensures continued efficiency gains, effective organizational improvements, and alignment with the District's Strategic Plan.

The 2026 plan update focuses on resource requirements including personnel, equipment, and additional project needs, as well as the identification of actions taken to address needs identified in prior District Business Plans.

Benefits/Costs

Implementation of the District's Business Plan will enhance the ability to forecast future financial, operational and staffing resources necessary to meet the District's initiatives and goals as outlined in the Strategic Plan.

Staff Recommendation:

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

Presenter:

MaryMargaret C. Hull, Lead Project Manager, Communications and Board Services Bureau

FINANCE/OUTREACH AND PLANNING COMMITTEE

September 24, 2024

Discussion: Action Item: Budget Update for Fiscal Year (FY) 2025

Purpose

Provide an update to the FY2025 tentative budget with proposed changes since the first public budget hearing held on September 10, 2024.

Background

At the July 23 Governing Board meeting, the Governing Board approved the Tentative Budget for submission by August 1 to the Executive Office of the Governor (EOG), the President of the Senate, the Speaker of the House of Representatives, the chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over the districts, the Secretary of the Department of Environmental Protection, and the governing body of each county in which the District has jurisdiction or derives any funds for the operations of the District. This was completed and the *Tentative Budget Submission* was posted on the District's website reflecting the budget as approved by the Governing Board on July 23. In addition, the Governing Board approved a proposed FY2025 millage rate of 0.1909 mill, which is the rolled back rate, for the Tentative Budget. The proposed FY2025 millage rate was certified to the county property appraisers following the July 23 meeting and was used for the Truth in Millage (TRIM) *Notices of Proposed Property Taxes* to all District taxpayers.

On September 10, 2024, the first public budget hearing was held at the Tampa Office where the Governing Board voted on a tentative millage rate and budget. Written disapproval of any portion of the budget must be received from the EOG or the Legislative Budget Commission at least five business days prior to the final budget hearing. The second and final hearing is scheduled to be held on September 24, 2024 at 5:01 p.m. also at the Tampa Office where the Governing Board will vote on a final millage rate and budget.

Discussion

Staff will present the proposed changes since the first public budget hearing held on September 10, 2024.

Staff Recommendation:

Approve the proposed changes to the FY2025 budget for adoption at the final budget hearing scheduled to be held on September 24, 2024 at 5:01 p.m.

Presenter:

Brandon Baldwin, Division Director, Business and Information Technology Services Division

FINANCE/OUTREACH AND PLANNING COMMITTEE

September 24, 2024

Discussion: Information Item: Office of Inspector General Fiscal Year 2024 Annual Report

Purpose:

In accordance with the Office of Inspector General (OIG) Charter Governing Board Policy and Section 20.055, Florida Statutes, the Inspector General must submit an annual report to the District Governing Board that summarizes the activities of the OIG during the fiscal year.

Background:

This report, provided under separate cover, provides relevant information regarding performance measures, a description of recommendations for corrective actions, a description of corrective actions from previous annual reports, a summary of audit and investigation reports, reviews, and other accomplishments during the period.

Staff Recommendation:

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

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General

FINANCE/OUTREACH AND PLANNING COMMITTEE

September 24, 2024

Submit & File: Information Item: Budget Transfer Report

Purpose

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

Background

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

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
August 2024

Item No.	--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		Reason for Transfer	Transfer Amount
	Bureau /	Expenditure Category	Bureau /	Expenditure Category		
Change from Original Budget Intent						
1	Information Technology Equipment - Computer		Information Technology Cloud Software Usage Fees Maintenance/Repair of Equipment Equipment - Computer		Transfer of funds originally budgeted for the replacement of unified computing system equipment in the West Palm Beach data center. Expenditures for the equipment came in under budget. The funds are needed for the virtual desktop infrastructure expansion to support the District's geographic information system software and mapping tools in addition to the \$100,000 budgeted. These funds will be used towards the cost of hardware, hardware maintenance, and cloud subscription.	\$ 51,594.07
2	Government and Community Affairs Consultant Services		Data Collection Laboratory Supplies & Sampling		Transfer of funds originally budgeted for consultant services for continued assistance in identifying grant opportunities in support of the District's mission. Additional services were not required based on the grant opportunities identified. The funds are needed for supplies and consumables in support of the District's Laboratory Section through the remainder of the fiscal year due to significant cost increases.	8,000.00
3	Government and Community Affairs Consultant Services		Land Resources Equipment - Outside		Transfer of funds originally budgeted for consultant services for continued assistance in identifying grant opportunities in support of the District's mission. Additional services were not required based on the grant opportunities identified. The funds are needed to procure a skid unit to properly outfit a vehicle recently assigned to the Land Management Section to conduct prescribed burn activities.	10,000.00
4	Natural Systems & Restoration Contracted Construction		Operations Vegetation Management Services		Transfer of funds originally budgeted for general support of the Surface Water Improvement and Management (SWIM) natural system restoration efforts for Tampa Bay. Expenditures this fiscal year have been less than anticipated. The funds are needed for planting of native vegetation at Rock Ponds, a key site within Tampa Bay, that is better suited for an environment experiencing ecological changes. Work will be managed by the Vegetation Management Section in conjunction with efforts already underway to establish the restored site for long-term maintenance. These plantings will reduce long-term maintenance costs and minimize the risk of less desirable vegetation outcompeting native species.	10,000.00
Total Change from Original Budget Intent						79,594.07
Total Amount Transferred						\$ 79,594.07

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
September 24, 2024

4. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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4.2	Discussion: Action Item: Purchase and Sale Contract and Joint Acquisition Agreement with Hillsborough County for Mattaniah Property; SWF Parcel No. 11-709-158	126
4.3	Discussion: Information Item: Overview of the District's Data Collection and Monitoring Activities.....	155
4.4	Discussion: Action Item: Purchase and Sale Agreement for Perpetual Easement – Lake Annie, SWF Parcel No. 20-020-140.....	156

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

September 24, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

September 24, 2024

Discussion: Action Item: Purchase and Sale Contract and Joint Acquisition Agreement with Hillsborough County for Mattaniah Property; SWF Parcel No. 11-709-158

Purpose

The purpose of this item is to request Governing Board approval of a Joint Acquisition Agreement with Hillsborough County (County) and the related Purchase and Sale Contract for the fee purchase of approximately 629 acres within the Alafia River Corridor Project, SWF Parcel No. 11-709-158 (Mattaniah Property), from Mattaniah Limited Partnership LLC. Exhibits 1 and 2 attached hereto are general location and site maps, respectively. The Purchase and Sale Contract and Joint Acquisition Agreement are also attached as Exhibits 3 and 4, respectively.

Property Information

The Mattaniah Property is comprised of approximately 629.12 acres and consists of approximately 43 percent (43%) uplands with the balance being wetlands. The Hillsborough County Property Appraiser has a land value for the entire 629.12-acre property of \$6,762,500 reflecting a value of approximately \$10,749.14 per gross acre.

The Mattaniah Property is located on the west side of Carey Road, roughly one mile south of State Road 60 and three-quarters of a mile north of Nichols Road. The areas surrounding the Mattaniah Property are comprised of a mix of agricultural and phosphate mining with rural residential and conservation land uses. The Mattaniah Property is composed of multiple parcels with similar but split zoning and future land use classifications – 555 gross acres have an AM/Agriculture Mining zoning and future land use, and 74.12 acres have an AR/Agricultural Rural zoning and future land use. Based on the zoning/future land use of the property, the AM portion could be developed with one unit per 20 acres and the AR portion could be developed with roughly one unit per 5 acres. The Mattaniah Property is presently being used exclusively for cattle grazing.

The Mattaniah Property is outside of the municipal service area and public water and sewer service are not available. Electric, Telephone, internet, and cable services are available. Based on FEMA mapping, the appraisers reported that the wetlands on the Mattaniah Property are mostly in zone AE which consists of areas where base flood elevations are established/determined and any structure built would have to be constructed above the flood elevation. The uplands are primarily in Zone X, which is outside of the 500-year flood plain.

Connectivity:

The Mattaniah property contains portions of English Creek, Thirty-mile Creek, and the North Prong of the Alafia River. In addition, a portion of the Eastern boundary of the Mattaniah Property adjoins the Alafia River Reserve property which is in existing District ownership and managed by Polk County.

Appraisals

The County has followed the District's acquisition requirements. In accordance with District Policy and Section 373.139, Florida Statutes, for property that is estimated to have a value greater than \$1,000,000, two appraisals were obtained. The reports were prepared by Tod Marr MAI and Joe String MAI. The reports have a date of valuation of January 19, 2024. Since the appraisals did not significantly differ in

value, a third-party independent review was not obtained; however, Hillsborough County staff qualified as appraisers did an internal appraisal review and determined that the appraisals met the necessary legal, County, and District requirements and contain enough factual data to support the value conclusion.

Highest and Best Use – The highest and best use for the Mattaniah Property, as determined by the appraisers based on the physically possible, legally permissible, and financially feasible uses would be for recreational use with limited agricultural and a potential future rural residential use.

Valuation

The appraisers applied the Sales Comparison Approach (Market Approach) to determine the value for the Mattaniah Property. The appraisers relied on recent sales of comparable property in Martin, Manatee, Hernando, Citrus, Pasco, and Orange Counties. A total of five comparable fee simple sale transactions, occurring between December 2021 and October 2023, were identified between the two reports. The comparable fee simple sales identified in the appraisals ranged in size from 233.73 to 1,433.77 gross acres and are comprised of a mix of both uplands and wetlands.

The comparable sales were chosen to reflect the full range of value based on their physical characteristics and highest and best use. The appraisers developed a value by applying quantitative and qualitative adjustments to the comparable sales considering the differences in physical characteristics including wetlands, location, size, land use and zoning entitlements. The appraisers' value estimates are based on the current market for similar parcels and the subject's gross acreage. The following are the comparable fee simple sales from both of the respective appraisal reports. The indications from the comparable sales are summarized as follows:

COMPARABLE FEE SALES

Comparable Sales	Sale Date	County	Gross Acres	Gross Acre Value
Fee Sale #1	12/2021	Manatee	1,433.77	\$9,841
Fee Sale #2	08/2022	Martin	856.09	\$7,709
Fee Sale #3	10/2022	Orange	233.73	\$14,333
Fee Sale #4	01/2023	Pasco	484.60	\$11,009
Fee Sale #5	10/2023	Citrus/Hernando	354.59	\$9,871

APPRAISAL FEE VALUE

	Gross Acres	Fee Value	Value Per Gross Acre
Tod Marr	629.12	\$6,600,000	\$10,490
Joe String	629.12	\$6,925,000	\$11,007

Analysis and Recommendation

The prices of the comparable transactions were influenced by their locations and other physical attributes including uplands. Between the two appraisals there are five different comparable fee simple indications. The comparable fee sales utilized in the appraisals provided a range of indications from \$7,709 to \$14,333 per gross acre. The unadjusted average of the fee sales is \$10,553 per gross acre. After adjustment the appraisers concluded a fee value for the property ranging between \$10,490 to \$11,007 per gross acre, with the average of these indications being \$10,749 per gross acre.

Negotiated Transaction

The following is a summary of the terms negotiated between the District, the County, and Mattaniah Limited Partnership LLC, the Purchase and Sale Contract is attached as Exhibit 3.

- Fee title to the property will be held by the District and the County, each as to a 50 percent (50%) undivided interest.
- The expense of the title commitment, title insurance, environmental site assessment, and appraisals will be equally shared by County and District.
- The purchase is based on the accepted offer of \$10,749 per acre for 629.12 acres, with a total purchase price of \$6,762,500, which is the average of the appraised values.
- The total purchase price will be increased or decreased by \$10,749 per acre for every acre of land more or less than 629.12 acres subject to the boundary survey.
- The completion of a boundary survey acceptable to the County and District, the cost of which will be equally shared by the County and District.
- The Seller will be responsible for payment of all recording fees including documentary stamps.
- Closing is subject to acceptable title.
- Closing is subject to an acceptable environmental site assessment.

Management/Maintenance Costs

The County has agreed to assume the management and maintenance costs associated with the Mattaniah Property through a subsequent Joint Acquisition, Preservation, and Management Agreement, which is attached Exhibit 4. The property will be managed consistent with the County's Management plan for the Alafia River Corridor River Preserve. The annual cost estimate for the property has been determined to be \$20,000, for which the District will be responsible for 50 percent (50%) or \$10,000 annually and this cost will re-evaluated every 10 years.

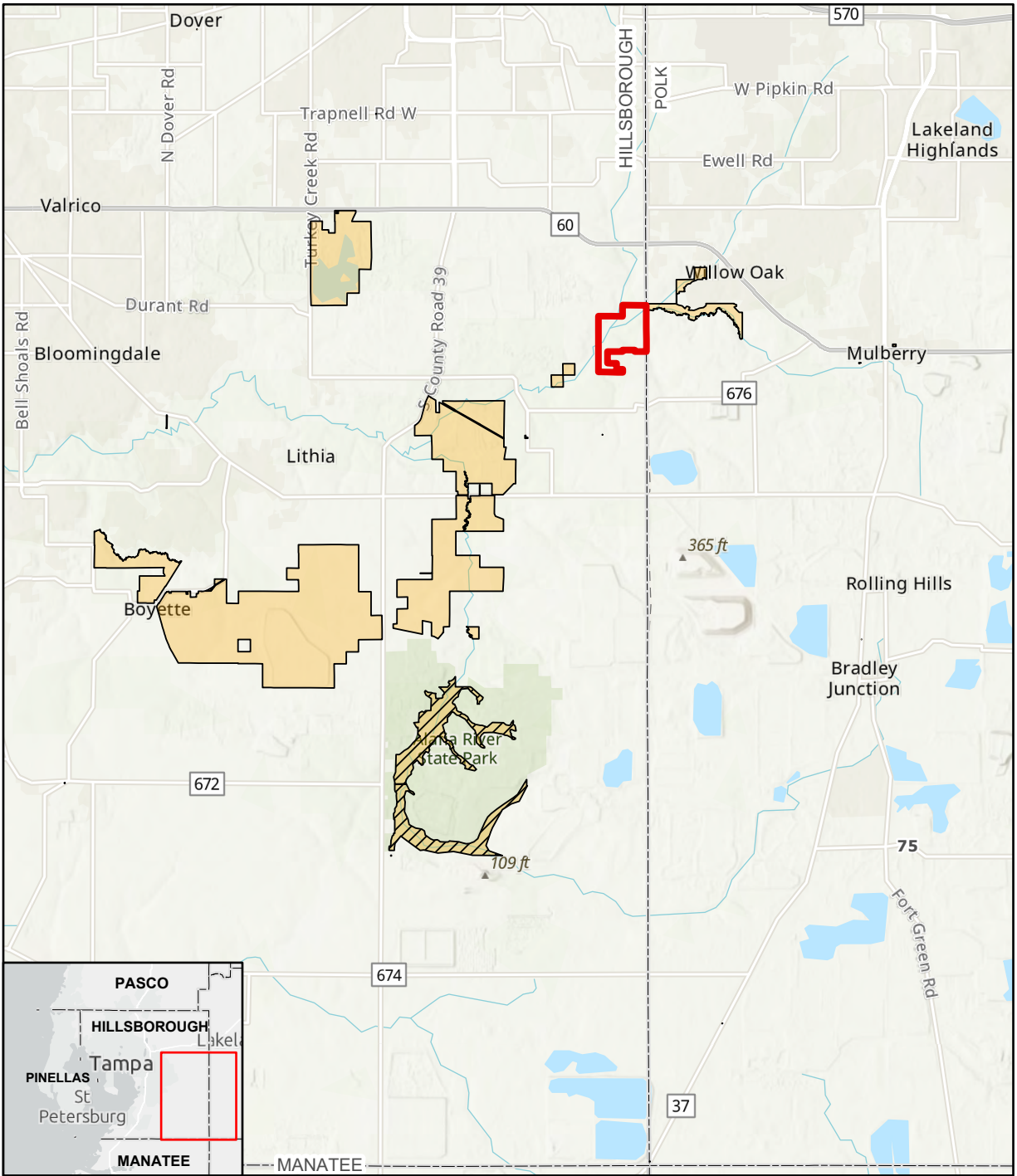
Staff Recommendation:

- Accept the appraisals;
- Approve the Purchase and Sale Contract and authorize the Executive Director or designee to sign on the behalf of the District;
- Approve the Joint Acquisition Agreement and authorize the Chair or designee to sign on the behalf of the District;
- Designate SWF Parcel No. 11-709-158 as having been acquired for conservation purposes;
- Authorize staff to make minor changes or corrections to conform documents or correct errors; any substantive changes will be subject to Governing Board review and approval;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms; and
- Approval to encumber and roll the funds for payment in the following year, in the event the closing does not occur before the end of the current fiscal year.

Presenter:

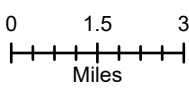
Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1- Location Map **Mattaniah SWF Parcel No. 11-709-158**

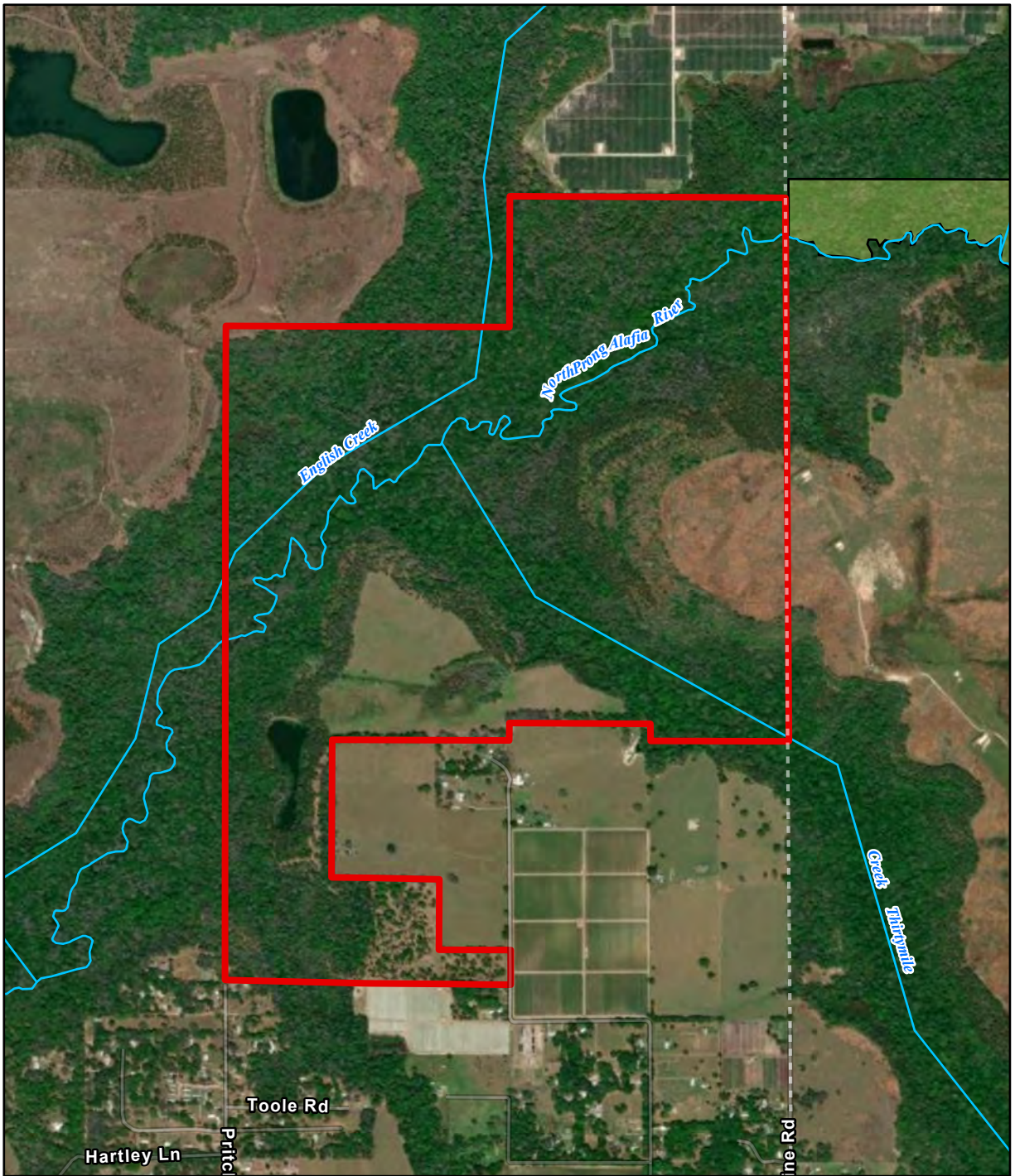


University of South Florida, FDEP, Esri, HERE, Garmin, SafeGraph, MEIT/NASA, USGS, EPA, NPS, USDA, Esri, CGLAR, USGS, University of South Florida, City of Tampa, FDEP, Esri, HERE, Garmin, PAO, NOAA, USGS, EPA, NPS

- Mattaniah Property
- District Owned Lands Fee Simple
- District Owned Land Easements



**Exhibit 2- Site Map
Mattaniah SWF Parcel No. 11-709-158**



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

- Mattaniah Property
- District Owned Lands Fee Simple

0 500 1,000
Feet



Southwest Florida
Water Management District

Exhibit 3

ELAPP File No: 1990-114-EL
SWF Parcel No: 11-709-158
Project Name: Alafia North Prong P101-P107 (Mattaniah)
Folio #s: 093121-0000, 093121-6000, 093123-0000,
093337-0000, 093338-0000, 093338-6000, 093339-0000
S.1 and 12, T.30S, R.22E

Instrument prepared by: Jarryd M. Dalfino

County Board Approval Date: _____
John Muller, Director

Approved for County Legal Sufficiency by: _____
Date: _____

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

This Contract for Purchase and Sale (the “Contract”) is made and entered into this _____ day of _____, 2024, by and between **MATTANIAH LIMITED PARTNERSHIP**, a Florida limited partnership, hereinafter called “**Seller**”, having a mailing address of 2001 Gallagher Road, Dover, Florida 33527, and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, having a mailing address of P.O. Box 1110, Tampa, Florida 33601, and **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, having a mailing address of 2379 Broad Street, Brooksville, Florida 34604, together hereinafter called “**Buyer**”.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein contained and the mutual advantages accruing to Seller and Buyer hereunder, and the sum of **TWENTY THOUSAND DOLLARS AND 00/100 CENTS (\$20,000.00)** to be paid by Buyer within fifteen (15) business days following the Effective Date (defined in **Paragraph 4** below) to Buyer’s title insurance company selected in accordance with **Paragraph 9** below (the “Title Agent”), as a deposit (the “Deposit”) to apply toward the Purchase Price (defined in **Paragraph 2** below), it is mutually covenanted and agreed by Seller and Buyer as follows:

1. PROPERTY:

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the following described real property situated in Hillsborough County, Florida, consisting of approximately 629.12 acres, as generally depicted on **Exhibit “A”**, together with any permanent structures, improvements, and appurtenances situated thereon (collectively, the “Property”), for the price and upon such terms and conditions as hereinafter set forth. In the event the survey

purports a difference in the acreage, the purchase price shall be adjusted in accordance with **Paragraph 16** below based upon the actual acreage of the Property:

See Exhibit “A” attached hereto and incorporated herein by reference.

2. PURCHASE PRICE:

The full purchase price of the Property is **SIX MILLION SEVEN HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$6,762,500.00)** (the “Purchase Price”), payable to Seller as follows:

PURCHASE PRICE	\$6,762,500.00
DEPOSIT	<u>-\$20,000.00</u>
BALANCE PAID AT CLOSING	\$6,742,500.00

Upon delivery of the deed, the balance shall be paid at closing by Seller through wire transfer or other immediately available funds, subject to the adjustments and prorations described herein. Seller acknowledges and agrees that the Purchase Price is full compensation for the Property acquired, improvements, severance damages and all other damages claimed by Seller, its heirs, successors, and assigns, now and in the future arising from this cause.

3. CONVEYANCE:

- (a) Seller shall convey the Property to Buyer by General Warranty Deed, free and clear of all liens and encumbrances, subject to the following exceptions (collectively the “Permitted Exceptions”).

- (1) Restrictions and easements of record accepted or waived by Buyer in accordance with **Paragraph 9**.
- (2) Taxes for the year of closing and subsequent years.

Any additional exceptions must be waived and acknowledged by Buyer as specified in **Paragraph 9**.

Furthermore, the General Warranty Deed shall vest title in and to Hillsborough County and Southwest Florida Water Management District each as to a fifty percent (50%) interest as tenants in common.

- (b) Buyer and Seller shall execute such additional documents as may be reasonably required by State law in connection with the conveyance of the Property or the issuance of an owner’s title insurance policy as referenced in **Paragraph 9** of this Contract, including closing statements, an affidavit verifying Seller’s possession of the Property and that no liens exist on the Property, and an affidavit concerning the “gap” between the closing date and the last title update.

- (c) At closing, Seller shall deliver exclusive possession of the Property to Buyer, as further set forth and described in **Paragraph 5**.

4. EFFECTIVE DATE:

The effective date of this Contract shall be the date this Contract is fully executed by both Seller and Buyer (the “Effective Date”).

5. CLOSING:

Subject to the curative periods provided in **Paragraphs 9, 10, and 11**, as well as the satisfaction of other conditions of this Contract, Seller and Buyer shall close this sale not later than fifteen (15) days following the end of the Due Diligence Period, as set forth in **Paragraph 8** below. The time and place of closing shall be mutually agreed upon between the parties, but if no mutual agreement is reached, then closing shall occur, at County’s sole selection, by either (i) mail-away, or (ii) at the County Center, located at 601 E. Kennedy Blvd., Tampa, Florida, at 10:00 a.m., in a conference room to be determined by County at least forty-eight (48) hours before closing. Notwithstanding the foregoing, the closing may be extended by the parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract, for a period not to exceed ninety (90) days.

Prior to closing, Seller will remove or dispose of any items, trash, and/or debris from the Property and shall leave all buildings and structures in broom-swept condition (to the extent applicable). Buyer shall have the right to conduct a walkthrough inspection of the Property within five (5) days prior to closing. At, or following, such walkthrough, if Buyer determines, in its sole and absolute discretion, that there are items, trash, and/or debris that need to be removed or disposed of, Buyer shall advise Seller of such matters. Seller shall then promptly cure such matters and provide notice to Buyer of such cure. Buyer shall then have the right to reinspect the Property following such notice. If there are still matters unresolved following Buyer’s reinspection, closing may be extended until such time as Seller adequately cures the matters. Furthermore, and notwithstanding the foregoing, in the event any personal property, equipment, or materials are left on the Property, they will be deemed abandoned and Seller shall have no further right, title, or interest to them.

6. COSTS:

Seller shall pay the costs of (a) documentary stamps on the deed of conveyance; and (b) Seller’s attorney’s fees (if any). Buyer shall pay the costs of (a) title insurance; (b) the survey as set forth in **Paragraph 10**; (c) recording the deed of conveyance; (d) environmental and subsurface tests as set forth in **Paragraph 11**; and (e) Buyer’s attorney’s fees. Taxes, assessments, rents, and insurance premiums shall be prorated between Buyer and Seller as of 12:01 A.M. on the day of closing. Buyer has not engaged the services of any broker or realtor and shall not be responsible or liable for any commission fee or brokerage fee as a result of the sale of the Property. Seller agrees to pay any commission fee or brokerage fee and be liable to any realtor or broker for any commission fee or brokerage fee as a result of the sale of the Property.

7. REPRESENTATIONS AND WARRANTIES OF SELLER:

Seller hereby covenants, represents, and warrants, now and through the date of closing that:

- (a) Seller is or will be the fee simple owner of the Property as of the date of closing, and has not conveyed, transferred or further encumbered its interest in the Property, and at closing, shall hold good and marketable title thereto free and clear of all liens and encumbrances other than the Permitted Exceptions.
- (b) That Seller has made no commitments (either oral or written) to any organization, governmental body, or other entity to dedicate any portion of the Property for public or private use.
- (c) That Seller has not received notice of any pending condemnation or similar proceeding affecting the Property or any portion thereof.
- (d) That Seller has no knowledge of any actions, suits, or proceedings, pending or threatened, against or affecting the Property or any portion thereof, or relating to or arising out of the ownership of the Property or any portion thereof, in any court or before or by any governmental entity
- (e) That there are no leasehold interests in the Property, or if there are, that they shall be terminated prior to or at the time of closing.
- (f) That Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, service, management, maintenance, or similar contracts, or modify, amend, or renew any such existing agreements or contracts which will extend beyond the closing date without the prior written consent of Buyer.
- (g) That Seller shall keep all existing fire and extended coverage and other insurance policies insuring the Property against property damage in full force and effect pending the closing.
- (h) That there are no recorded or unrecorded covenants, conditions or restrictions affecting the title to the Property which would hinder, impair, restrict, or preclude the use of the Property for Public purposes.
- (i) That during the time of Seller's ownership of the Property, Seller warrants that, to Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants and/or contaminants were placed, released, stored, buried, disposed, or dumped onto the Property, except for pesticides and other similar substances utilized in the ordinary course of Seller's farming operation which have been used, transported, stored, and disposed of in accordance with applicable laws and regulations.
- (j) That Seller has no knowledge of any buried, partially buried, or above ground tanks, storage vessels, drums or containers located on, in or under the Property.

(k) That the Property is not the homestead of Seller, and that Seller will execute the necessary affidavit as required by the title insurance company to affirm this fact.

(l) That, to the knowledge of Seller, the Property has not now, or ever have been, used as a burial site or cemetery

(m) That, to the best knowledge of Seller, the Property does not contain any latent defects that may materially affect the value of, or the buyer's ability to use, the Property, unless so otherwise disclosed by Seller to Buyer in writing prior to closing. This subsection (m) shall survive closing.

8. DUE DILIGENCE PERIOD:

The time period commencing on the Effective Date and continuing for a period of One hundred eighty (180) days shall be referred to as the "Due Diligence Period". If at any time during the Due Diligence Period Buyer determines, in its sole and absolute discretion, that the Property is not suitable for Buyer's purpose for any reason, Buyer may terminate this Contract by written notice given to Seller on or before the last day of the Due Diligence Period. Upon termination by Buyer under this **Paragraph 8**, the Deposit shall be promptly returned to Buyer and thereupon this Contract shall be null and void, and neither party shall have any rights, liabilities, or obligations hereunder, except with respect to those provisions hereof which expressly survive termination.

Notwithstanding the foregoing, in the event Buyer terminates this Contract or fails to close, other than in the event of a Seller default, Buyer shall, within ten (10) days thereafter, provide Seller with copies of all tests, results, studies, drawings, surveys, plats, maps, construction documents, permits and all reports of investigations or analysis of the Property conducted by Buyer or Buyer's Agents (as hereinafter defined) conducted with respect to the Property, except any confidential materials of Buyer ("Buyer's Due Diligence Materials").

9. TITLE AGENT AND TITLE INSURANCE:

(a) Buyer will notify Seller of the Title Agent selected by Buyer and provide proof of payment of the Deposit to the Title Agent within five (5) calendar days of the Deposit being paid.

(b) Buyer, at its sole cost and expense, may cause to be delivered at closing an owner's title insurance policy on the Property for the full amount of the Purchase Price issued by a title insurance company and underwriter selected by Buyer, with only the Permitted Exceptions. During the Due Diligence Period, Buyer shall cause to be prepared and delivered to Buyer an owner's title insurance commitment. In the event that title to the Property is not marketable for any reason, or contains title defects, covenants, restrictions or encumbrances which are not acceptable to Buyer, then Buyer shall notify Seller no later than ten (10) days following the end of the Due Diligence Period, and Seller shall have the right but not the obligation to cure defects in the title to the reasonable satisfaction of Buyer (or the title insurance company) within one hundred twenty (120) days after receipt of notice. Upon Seller's failure to cure any such defects in title, or the election not to do so, within the time period set forth above, Buyer shall have the option to either: (a) terminate this Contract and all rights and liabilities hereunder; or (b) accept such title as Seller can

convey and proceed with the closing as if no defect had been found. Notice of Buyer's election shall be provided to Seller within thirty (30) days from receipt by Buyer of Seller's notice of curing (or election not to cure), or from the end of the one hundred twenty (120) day cure period, whichever occurs earlier. If Buyer elects to close this transaction, then the closing shall occur within fifteen (15) days from the date that said notice is given. If Buyer elects to terminate this Contract, the Deposit paid by Buyer shall be returned to Buyer immediately upon demand, and thereupon all rights and liabilities under this Contract shall terminate.

10. SURVEY:

During the Due Diligence Period, Buyer may obtain a survey of the Property by a professional surveyor registered as such with the State of Florida. The survey shall:

- (a) Set forth an accurate description of the Property.
- (b) Locate all existing easements and rights-of-way (setting forth the book and page number of the recorded instruments creating the same), alleys, streets, and roads.
- (c) Show any encroachments upon or by the Property.
- (d) Show any existing above ground improvements (such as buildings, poles, power lines, fences, etc.).
- (e) Contain a surveyor's certification in favor of Seller, Buyer, Escrow Agent, title insurance underwriter, and such other parties as Buyer may designate.
- (f) Show all dedicated and maintained public streets providing access to the Property and whether or not such access is paved to the property line of the Property.
- (g) Set forth the gross acreage of the Property to the nearest one-tenth of an acre.
- (h) State whether the Property is located in a flood zone and, if so, the specific flood zone designation of the Property.
- (i) Be prepared in conformity with Minimum Technical Standards for Surveying and Mapping set forth by the Florida Board of Professional Land Surveyors in Chapter 61G-17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
- (j) Show any and all matters listed as exceptions to title on the Commitment.

If the survey shows any gaps, overlaps, encroachments, or other survey-related defects relating to the Property (regardless of whether such defect(s) were known to Buyer prior to the Effective Date of this Contract), and provided that Buyer has not previously terminated this Contract during the Due Diligence Period pursuant to **Paragraph 8** herein, then Buyer shall notify Seller within the same time periods as set forth in **Paragraph 9** for objections to title matters, and the same shall be treated as a title defect and handled in accordance with **Paragraph 9**.

11. SITE RESEARCH, ENVIRONMENTAL AND SUBSURFACE TESTING:

During the Due Diligence Period, Buyer and its agents shall have the right to enter the Property, upon reasonable notice to Seller, from time to time, and to perform any and all inspections, investigations, tests, analyses, surveys, and audits as Buyer desires to determine the environmental condition of the Property site issues or limitations (collectively the "Tests"). In the event the Tests indicate that the Property contains hazardous materials or waste, other pollutants or contaminants, unstable subsurface conditions, or site problems or requirements, or similar conditions which are unacceptable to Buyer (and regardless of whether such condition(s) was known to Buyer prior to the Effective Date of this Contract), and provided that Buyer has not previously terminated this Contract during the Due Diligence Period pursuant to **Paragraph 8** herein, then Buyer shall notify Seller and may terminate this Contract no later than the end of the Due Diligence Period, and the same shall be treated as a title defect and handled in accordance with **Paragraph 9**. Buyer agrees not to hinder or disturb the ongoing operations being conducted by Seller on the Property, and further agrees to repair and restore any physical damage caused by such Tests. Buyer shall, to the extent allowed by law and subject to Section 768.28, Florida Statutes, indemnify, defend, and hold Seller harmless from and against any claim, cost, charge, or expense arising from or resulting from such Tests.

12. REPORTS AND DOCUMENTS:

Within five (5) days after the Effective Date of this Contract, Seller will provide to Buyer copies of all written reports in Seller's possession pertaining to the Property relating to the environmental condition of the Property; all plans, permits, maps and approvals; any and all boundary surveys; and any existing title policy or commitment together with hard copies of any and all exceptions. Buyer hereby acknowledges that the reports may have been prepared by third parties and are provided to Buyer without representation or warranty of any kind, it being understood that Buyer shall be solely responsible for conducting such inspections as it deems reasonably appropriate regarding the Property.

13. CONDITIONS TO CLOSING:

Unless waived by Buyer in writing, the obligation of Buyer to close this transaction is expressly conditioned upon satisfaction of all of the following conditions by the date of closing, and if such conditions are not so met, Buyer may elect either to terminate this Contract by written notice to Seller, or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied. If Buyer elects to terminate this Contract, the Deposit paid by Buyer shall be returned to Buyer immediately upon demand, and thereupon all rights and liabilities under this Contract shall terminate.

- (a) All representations and warranties of Seller as of the Effective Date, as contained in **Paragraph 7** of this Contract, shall be and remain true and correct at closing in all material respects.
- (b) There shall have been no loss or destruction of or damage to the Property which shall not have been repaired or restored by Seller prior to the date of closing, and there

shall have been no adverse change in the condition of the Property from the Effective Date to the date of closing, reasonable wear and tear excepted.

(c) At closing, Seller shall transfer good and marketable title to the Property free and clear of all liens and encumbrances of every kind, nature, and description, except for the Permitted Exceptions. Buyer's title insurer shall issue a marked-up title insurance commitment at closing deleting all standard exceptions and will thereafter issue a final title insurance policy as soon as practicable.

(d) As applicable, Buyer obtaining, at Buyer's sole cost and expense, all necessary approvals and permits from applicable governing bodies and regulatory agencies to utilize the Property for Buyer's intended purpose. Following the execution of this Contract, Buyer shall file application(s) with the appropriate governmental agencies to approve the intended use of the Property. Seller agrees to cooperate with and assist Buyer in filing and processing said application(s), including but not limited to the execution of the application form(s) and other required documents. Seller shall not be responsible for any monetary payments for fees associated with any rezoning or permitting process.

(e) That Buyer has legal access, which is acceptable to Buyer pursuant to **Paragraph 18**.

14. EFFECTS OF DEFAULT:

Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Buyer fails to purchase the Property or to perform any of the covenants, conditions or warranties of this Contract, Seller shall be entitled to retain the Deposit, such sum being agreed upon as liquidated damages in full payment for the failure of Purchaser to perform the duties and obligations imposed upon it pursuant to this Contract and in consideration of the removal of the Property from the market, and in recognition of the difficulty, inconvenience, and uncertainty of ascertaining actual damages, and no other rights, remedies, or damages shall in any case be collectible, enforceable, or available to Seller other than as provided in this paragraph, and Seller agrees to accept and take such Deposit as Seller's total damages and relief hereunder in such event. If Seller, for any reason, fails to perform any of the covenants, conditions, or warranties of this Contract, Buyer shall at its option (a) waive the nonperformance and proceed with closing; (b) be entitled to the immediate return of the Deposit and terminate this Contract; or (c) have the remedy of specific performance of this Contract.

15. AVAILABILITY OF FUNDING:

The obligations of Buyer under this Contract are subject to the availability of funds which are lawfully appropriated and approved for its purposes for public buildings and facilities by the respective Governing Body and/or the availability of funds through contract or grant programs. In the event that such funds are not appropriated prior to the end of the Due Diligence Period, Buyer shall have the unilateral option of terminating this Contract and all covenants and obligations hereunder by providing immediate written notice to Seller.

Notwithstanding the foregoing, Buyer may unilaterally elect to terminate this Contract at any time prior to the scheduled closing in the event previously appropriated or available funds

have been terminated, withdrawn, or revoked. In the event of Hillsborough County's termination pursuant to this **Paragraph 15**, the Deposit paid by Buyer shall be immediately returned to Buyer upon demand, and thereupon all rights and liabilities of the parties arising under this Contract shall terminate, except with respect to those provisions hereof which expressly survive termination.

16. ACREAGE ADJUSTMENT:

The Purchase Price is based upon the Property containing 629.12 acres. The Purchase Price will be adjusted (up or down) based on the following:

(a) Seller and Buyer acknowledge and affirm that the Purchase Price is **SIX MILLION SEVEN HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$6,762,500.00)** and will be adjusted on a multiple of **TEN THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND 14/100 CENTS (\$10,749.14)** per gross acre on a prorated basis for any variation of the gross acreage, as provided herein.

(b) Within fifteen (15) days from the receipt of the final, signed and sealed survey, Buyer will provide Seller with an electronic copy of the survey and the calculations for the adjustment to the allocated Purchase Price. Notwithstanding anything to the contrary as set forth in this Contract, if there is more than a three (3) acre increase or decrease from the aforementioned acreage Buyer reserves the right to terminate this Contract within thirty (30) days of the receipt of the final survey.

If Buyer fails to exercise the option to terminate within such 30-day time period, it will be deemed that Buyer has waived its respective right to terminate the Contract pursuant to this **Paragraph 16**. The Seller and Buyer acknowledge that, if needed, the Closing will be extended to ten working days after the end of the 30-day time period. If the option to terminate is timely exercised, then the Deposit with accrued interest, if any, shall be returned to Buyer, and thereupon all rights and liabilities of the parties under this Contract shall terminate except for provisions of this Contract that expressly survive termination, and neither party shall be entitled to any damages as a result of such termination.

17. MISCELLANEOUS:

(a) Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

(b) Binding Effect:

This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns. The covenants, warranties, representations, indemnities, and undertakings of Seller as set forth in this Contract will survive delivery and recording of the deed and possession.

(c) Entire Contract:

This Contract and the Exhibits hereto contain the final and entire agreement between the parties with respect to the sale and purchase of the Property and is intended to be an integration of all prior negotiations and understandings. This Contract supersedes all

prior negotiations, understandings, representations, or agreements, both written and oral. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Contract shall be valid unless in writing and signed by the party who possesses the right to waive enforcement of same.

(d) Multiple Counterparts:

This Contract may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Seller and Buyer shall bind Seller and Buyer as if they had each executed the same counterpart.

(e) Severability:

If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

(f) Survivability:

Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Contract shall remain enforceable against such party subsequent to termination.

(g) Headings:

The paragraph headings used in this Contract are for convenience only and are not intended to imply or restrict application.

(h) Authorization:

Generally. Each party represents to the other that such party has authority under all applicable laws to enter into a contract containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each party are authorized and empowered to execute said Contract.

Specific Buyer Authorization. On behalf of Hillsborough County, Hillsborough County's Director of Conservation and Environmental Lands Management Department ("Director"), or his/her designee, is hereby authorized on behalf of Buyer, to extend any time period permitted by this Contract and is further authorized to sign affidavits, the closing statement, and to perform all necessary tasks as required for closing.

(i) No Waiver:

No action taken pursuant to this Contract, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein.

(j) Notice:

Any and all notices, demands, consents, approvals or other communication either party may require or may desire to serve upon the other party in connection with this Contract, shall be in writing, signed by the party or its counsel identified below, and shall be served by registered or certified mail, overnight courier service, electronic mail transmission with confirmation (followed promptly by personal service or regular mailing of a hard copy), at the addresses set forth below:

If to Buyer: Hillsborough County
Conservation and Environmental Lands Management
Department
P. O. Box 1110
Tampa, Florida 33601
Attention: Forest Turbiville, Director
Email: TurbivilleJ@hcfl.gov
Phone: (813) 393-7741

AND

If to District: Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-0899
Attention: Land Resources Department
Email: ellen.morrison@swfwmd.state.fl.us
Phone: [352-415-3899]

With a copy to: Hillsborough County
Office of the County Attorney
601 E. Kennedy Boulevard, 26th Floor
Tampa, Florida 33602
Attention: Todd Sobel
Email: SobelT@hcfl.gov
Phone: (813) 307-3105

If to Seller: Mattaniah Limited Partnership
Attention: Stephen Jaeb
Post Office Box 428
Mango, Florida 33550-0428
Email:

With a copy to: Reed Fischbach
Fischbach Land Company, LLC
917 South Parsons Avenue

Brandon, Florida 33511
Email: Reed@fischbachlandcompany.com

or to such other address as a party may have specified in writing to the other party using the procedures contained in this paragraph. Notices sent (i) via hand delivery shall be deemed delivered when received; (ii) via overnight delivery (by a nationally recognized overnight delivery service) shall be deemed delivered on the next business day after deposit with such service; (iii) by electronic mail transmission shall be deemed delivered the day of transmission, or (iv) via certified mail shall be deemed delivered one day after date of mailing.

(k) Radon:

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.

(l) Assignment:

This Contract and the rights and obligations granted herein may not be assigned by either party without the prior written consent of the other party.

(m) Time of the Essence:

Time is of the essence with regard to all dates and times set forth in this Contract. If the final date of any period set forth herein (including, but not limited to, the closing date) falls on a Saturday, Sunday, or legal holiday on which banks in the State of Florida or the United States of America are closed for business, the final date of such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday. The term "days" as used herein shall in all cases mean calendar days unless otherwise specified.

(n) Addendum:

Any addendum attached hereto that is signed by the parties shall be deemed a part of this Contract.

(o) Electronic Signature:

The parties agree that this Contract may be executed by Buyer by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and, if applicable, the Hillsborough County Board of County Commissioners' Resolution R15-025, dated February 4, 2015.

(p) Modification/Revision of Legal Description:

The legal description attached hereto as **Exhibit "A"** may be subject to modification by mutual agreement of the parties upon receipt of the survey and/or title commitment each as contemplated to be obtained pursuant to this Contract.

(q) Hillsborough County Signature Authority for Amendments for Extension of Time:

i. Director, or his/her designee, is hereby authorized to execute amendments of this Contract for the purposes of extending (i) the Due Diligence Period, or (ii) the

closing date, each for a period to not exceed thirty (30) days. However, as contemplated in this paragraph, Director, as so authorized hereunder, may extend either the Due Diligence Period or closing date no more than one (1) time each.

ii. Notwithstanding the foregoing, in the event there are substantive and material matters identified during the Due Diligence Period, whether or not such matters were known prior to the Effective Date of this Contract, which necessitate an amendment of this Contract, Director, or his/her designee, is authorized to execute an amendment extending any applicable timeframes of this Contract for a sufficient and reasonable period of time which allows for staff of each of the Buyers to prepare and present a subsequent amendment(s) to each of their respective governing bodies for consideration and approval which contemplates the substantive and material matters.

18. ACCESS EASEMENT:

As of the date of this Contract, the Property (i) does not appear to abut public right-of-way, and (ii) does not have a legal right of ingress, egress, and access over and across those certain portions of Carey Road which are privately maintained. Therefore, the Parties specifically acknowledge and agree that as an additional requirement of closing, Seller shall be solely responsible for providing Buyer with a legally sufficient access easement or other right of ingress, egress, and access over and across those certain portions of Carey Road which are privately maintained. The aforementioned easement is specifically intended to connect the Property with the publicly maintained portions of Carey Road, thereby establishing a right of legal access to public right-of-way for the Property.

In the event Seller fails to obtain and provide an access easement to Buyer prior to the expiration of the Due Diligence Period, but Seller has (i) made good faith attempts at securing the easement and (ii) has made substantial and material progress in securing the easement, then in such instance, upon written notice from Seller, the Due Diligence Period shall be extended for a period of ninety (90) days to provide Seller with additional time to secure the easement (the “[Easement Due Diligence Period Extension](#)”). The Easement Due Diligence Period Extension shall be effective on the date such notice is provided by Seller to Buyer and shall be documented by an amendment to the Contract between Seller and Buyer, which may be executed by the Director on behalf of Hillsborough County, and the Governing Board of the Southwest Florida Water Management District. In the event Seller is unable to secure the easement within the Easement Due Diligence Period Extension timeframe, Buyer shall have the option to terminate the Contract, or alternatively to negotiate an additional amendment to the Contract in accordance with **Paragraph 17(q)(ii)**. The parties understand and agree that the access easement as contemplated in this Paragraph is a substantial and material title matter and is a condition precedent to closing.

[SIGNATURES ON FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the date and year first above written.

ATTEST:

**CINDY STUART
CLERK OF THE CIRCUIT COURT**

"BUYER"

**HILLSBOROUGH COUNTY,
a political subdivision of
the State of Florida**

BY: _____
DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Todd Sobel
Assistant County Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

**PAUL JACK BISPHAM
SECRETARY**

"BUYER"

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

BY: _____

BY: _____

JOHN R. MITTEN, CHAIR

DATE: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

Chris Tumminia
General Counsel

Signed, sealed, and delivered

in the presence of:

Witness

(Print Name)

Witness

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ by Stephen Jaeb, as President of Mattaniah, Inc., a Florida corporation, as General Partner of Mattaniah Limited Partnership, a Florida limited partnership, on behalf of said partnership, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

Sign: _____

Print: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description

The land referred to herein below is situated in the County of Hillsborough, State of Florida and is described as follows:

The East 1/2 of Section 1, Township 30 South, Range 22 East, LESS the South 1/8 of the Southwest 1/4 of the Southeast 1/4, and the South 3/4 of the West 1/2. (P101, P102, P103)

ALSO

The West 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 12, Township 30 South, Range 22 East. (P105, P106)

AND

NW 1/4 of SE 1/4 of NW 1/4 and N 1/2 of S 1/2 of SE 1/4 of NW 1/4 and; SW 1/4 of NW 1/4, Less S 1/4; all located in Section 12, Township 30 South, Range 22 East, Hillsborough County, Florida. (P104 and P107)

Exact legal description subject to survey

END OF LEGAL DESCRIPTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit 4

ELAPP File No: 1990-114-EL
SWF Parcel No: 11-709-158
Project Name: Alafia North Prong P101-P107 (Mattaniah)
Folio#: 093121-0000, 093121-6000, 093123-0000,
093337-0000, 093338-0000, 093338-6000, 093339-0000
S. 1 and 12, T. 30S, R. 22E

Instrument prepared by: Jarryd Dalfino

County Board Approval Date: _____
John Muller, Director

Approved for County Legal Sufficiency by: _____
Date: _____

JOINT ACQUISITION, PRESERVATION, AND MANAGEMENT AGREEMENT

THIS JOINT ACQUISITION AGREEMENT (hereinafter the “**Agreement**”) is made and entered into this _____ day of _____, 2024, by and between **SOUHTWEST FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida, (hereinafter the “**District**”) having a mailing address of 2379 Broad Street, Brooksville, Florida 34604, and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, (hereinafter the “**County**”) having a mailing address of Post Office Box 1110, Tampa, Florida 33601 (individually, the “**Party**” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the County’s Jan K. Platt Environmental Lands Acquisition and Protection Program (hereinafter “**ELAPP**”) is a voluntary program established for the purpose of identifying, acquiring, preserving, and protecting environmentally sensitive lands within Hillsborough County; and

WHEREAS, the District is responsible for administering the Florida Forever (hereinafter “**Florida Forever**”) program established to acquire interest in lands necessary to meet the District’s areas of responsibility of water supply, water quality, flood protection, and natural systems; and

WHEREAS, both Parties desire to pursue the acquisition and preservation of that certain real property located and situated in Hillsborough County, Florida as described on **Exhibit “A”** attached hereto and incorporated herein by reference (hereinafter the “**Property**”), which is owned by Mattaniah Limited Partnership, a Florida limited partnership (hereinafter the “**Seller**”); and

WHEREAS, based upon a resource evaluation, the Property has satisfied the requirements and qualifies for acquisition and preservation under both ELAPP and Florida Forever; and

WHEREAS, County and District staff have negotiated a contract to purchase the Property from Seller for a purchase price in the amount of **Six Million Seven Hundred Sixty-Two Thousand Five Hundred Dollars (\$6,762,500.00)** (hereinafter the “**Purchase Price**”), and such contract is being simultaneously considered herewith by each of the Party’s respective governing bodies hereinafter (the “**Contract**”); and

WHEREAS, the County and the District are implementing this Agreement so as to mutually and cooperatively establish and fulfill their respective duties and obligations related to the acquisition, preservation, and maintenance of the Property through equal participation in a manner that the public interest and utilization of funding can be best achieved.

NOW THEREFORE, the County and the District, for and in consideration of ten dollars and no cents (\$10.00) and other good and valuable consideration and the premises herein each to the other, the receipt of which is hereby acknowledged, agree as follows:

1. **RECITALS:** The foregoing recitals are true, correct, and are incorporated herein by reference.
2. **EFFECTIVE DATE:** The effective date of this Agreement (hereinafter the “**Effective Date**”) shall be the date that this Agreement is both (i) approved by a vote of the Hillsborough County Board of County Commissioners, and (ii) approved by a vote of the Governing Board of the Southwest Florida Water Management District, whichever occurs later.
3. **TITLE:** The Parties agree that upon acquisition, title to the Property shall be vested jointly, as tenants in common, and equally to the County and the District free and clear of all leases, liens and encumbrances excluding those exceptions which may be agreed to in writing by both Parties.
4. **TERM:** The term of this Agreement shall be in perpetuity, or until such time the Agreement is mutually terminated by the Parties.
5. **PURPOSE:** The purpose of this Agreement is to set forth both the County’s and the District’s rights, duties, and obligations with respect to the acquisition, preservation, and management of the Property (hereinafter the “**Purposes**”).
6. **USE OF PROPERTY:** The Parties agree that upon closing, the Parties shall use the Property only for natural open space, preservation, and/or restoration of natural systems, water supply, and water management, provided such uses are consistent with the policies, procedures, and applicable ordinances/laws associated with both ELAPP and Florida Forever. No physical improvements shall be permitted on the Property other than those directly associated with recreational uses (including unpaved parking and unpaved trails), site security, site management, water supply, flood control, water resources protection, and conservation/water quality enhancement (collectively, hereinafter the “**Uses**”).
7. **ALLOCATION OF ACQUISITION COSTS:** The Parties hereby agree that the allocation of acquisition costs for the Property attributable to the Parties by and through the Contract shall be borne by the Parties on a fifty-fifty basis. Such acquisition costs include but are not limited to the Purchase Price, title search fees, closing costs, title insurance premiums, recording fees, cost of the boundary survey, cost of the environmental site assessment(s), etc. (hereinafter the “**Acquisition**”).

Costs”). The District shall pay their pro rata share of the Acquisition Costs at closing, in accordance with the terms as set forth therein. Notwithstanding the foregoing, the Parties shall each be solely responsible for their respective attorneys’ fees and costs (as so applicable).

8. PROPERTY MANAGEMENT RESPONSIBILITY: The Parties understand and agree that the County shall be primarily responsible for the management of the Property, and such management shall be conducted in accordance with (i) the Purposes and Uses as set forth in this Agreement and (ii) in accordance with that certain 2010 Alafia River Corridor Nature Preserve Management Plan prepared by HDR Engineering Inc., on behalf of Hillsborough County (as so amended) (hereinafter the “**Management Plan**”). Notwithstanding anything to the contrary as set forth herein, in the event there is a discrepancy between the terms and conditions of the Management Plan and this Agreement, this Agreement shall be controlling in such instances. Furthermore, the Parties will in good faith work towards an amendment of the Management Plan following closing of the Contract to update the plan as appropriate for the purposes of incorporating the Property into the Management Plan.

9. REIMBURSEMENT OF PRESERVATION AND MANAGEMENT COSTS: Preservation and management costs for the Property include, but are not limited to, those activities as set forth in the Management Plan, such as prescribed burning, invasive exotic plant control, exotic wildlife control, fencing, erosion control, and habitat restoration (collectively, hereinafter the “**Preservation and Management Costs**”). The District agrees to pay the County the sum of Ten Thousand Dollars and 00/100 Cents (\$10,000.00), annually as a contribution to the Preservation and Management Costs. Payment will be made to the County upon County’s written certification, along with an invoice, to the District that the funds were used to perform essential site management activities in substantial compliance with this Agreement and the Management Plan (as so amended). The County agrees to submit the invoices to the District prior to October 1st of each fiscal year. Furthermore, the Parties agree to review the estimated Preservation and Management Costs every ten (10) years from the effective date of this Agreement, and amend the costs as mutually deemed appropriate.

10. NON-PARTITION: To the maximum extent as permitted by Florida law, each Party hereby waives any and all rights that it may have to maintain an action for partition of the Property.

11. FURNISHING OF STATEMENTS: Upon request by the District, the County will timely furnish to the District statement(s) showing Acquisition Costs for the Property.

12. RECORDING: This Agreement shall not be recorded but may be filed with the Clerk of the Circuit Court of Hillsborough County.

13. MISCELLANEOUS:

a. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

b. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their personal representatives, successors, and assigns. The

covenants of this Agreement will survive delivery and recording of the deed and possession.

c. Notices: Any and all notices, requests, consents, approvals or other communication either party may require or may desire to serve upon the other party in connection with this Agreement, shall be in writing, signed by the party or its counsel identified below, and shall be served by registered or certified mail, overnight courier service, electronic mail transmission with confirmation (followed promptly by personal service or regular mailing of a hard copy), at the addresses set forth below:

If to County: Hillsborough County
Conservation and Environmental Lands Management Department
Post Office Box 1110
Tampa, Florida 33601
Attention: Forest Turbiville, Director
Email: TurbivilleJ@hcfl.gov
Phone: (813) 393-7741

With a copy to: Hillsborough County
Office of the County Attorney
601 E. Kennedy Boulevard, 26th Floor
Tampa, Florida 33602
Attention: Todd Sobel
Email: SobelT@hcfl.gov
Phone: (813) 307-3105

If to District: Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34609-0899
Attention: Land Resources Department
Email: ellen.morrison@swfwmd.state.fl.us
Phone: [352-415-3899]

d. Electronic Signature: The parties agree that this Contract may be executed by Buyer by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and, if applicable, the Hillsborough County Board of County Commissioners' Resolution R15-025, dated February 4, 2015.

e. Amendment or Termination: This Agreement may be amended or terminated in writing by mutual consent or action of both the District and the County.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties on the dates written below.

ATTEST:

"COUNTY"

**CINDY STUART
CLERK OF THE CIRCUIT COURT**

**HILLSBOROUGH COUNTY,
a political subdivision of
the State of Florida**

BY: _____
DEPUTY CLERK

BY: _____
CHAIR

DATE: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Todd Sobel
Assistant County Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

**PAUL JACK BISHPAM
SECRETARY**

"DISTRICT"

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

BY: _____

BY: _____
JOHN R. MITTEN, CHAIR

DATE: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Chris Tumminia
General Counsel

EXHIBIT “A”

Legal Description

The land referred to herein below is situated in the County of Hillsborough, State of Florida and is described as follows:

The East 1/2 of Section 1, Township 30 South, Range 22 East, LESS the South 1/8 of the Southwest 1/4 of the Southeast 1/4, and the South 3/4 of the West 1/2. (P101, P102, P103)

ALSO

The West 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 12, Township 30 South, Range 22 East. (P105, P106)

AND

NW 1/4 of SE 1/4 of NW 1/4 and N 1/2 of S 1/2 of SE 1/4 of NW 1/4 and; SW 1/4 of NW 1/4, Less S 1/4; all located in Section 12, Township 30 South, Range 22 East, Hillsborough County, Florida. (P104 and P107)

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

September 24, 2024

Discussion: Information Item: Overview of the District's Data Collection and Monitoring Activities

Purpose

To provide the Governing Board an overview of data collection and monitoring activities provided by the Data Collection Bureau (DCB).

Background/History

The DCB is comprised of four sections responsible for collecting, analyzing, storing and reporting hydrogeologic, hydrologic and meteorologic data throughout the District. This is accomplished by coring, monitor well installations, aquifer testing, collection of groundwater, surface water and atmospheric data, sample analyses, database management and development and dissemination of data and maps to internal employees and external entities including the public. The bureau manages data collection programs and databases to upload and store data which is provided to users via the Environmental Data Portal or direct downloads. As part of these ongoing efforts, the bureau has several quality assurance and quality control checks in place including auditing of internal staff and external contractors, Data Governance to obtain Executive-level approval for newly requested data collection sites, and the Water Resources Data Collection Assessment Process to review and confirm the need for all data collection sites every three years. Property access and ownership of data collection sites is handled by the Real Estate Section within the Land Resources Bureau, Operations, Lands and Resource Monitoring Division and easement agreements between entities are approved by the Governing Board.

Benefits/Costs

Due to efforts by the DCB, the District has extensive regional well networks and accurate long-term data available from numerous data collection sites that support many projects including regional water supply planning, minimum flows and levels, springs restoration, water use and environmental resource permitting, hydrologic conditions reporting, saltwater intrusion monitoring, aquifer storage and recovery, aquifer recharge, and more. Data collected from coring and testing operations supports groundwater modeling needed for water resources management decisions including within the Southern Water Use Caution Area, Central Florida Water Initiative area, Northern District and more. The DCB staff are highly specialized in hydrogeologic, hydrologic and water quality investigations and associated mapping capabilities.

Budgeting of data collection and monitoring activities varies every fiscal year, mostly depending on well construction costs by well contractors and data collection equipment and supplies. Over the last five years, an average of \$7M has been budgeted every fiscal year.

Staff Recommendation:

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

Presenter:

Sandie Will, P.G., Bureau Chief, Data Collection Bureau

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

September 24, 2024

Discussion: Action Item: Purchase and Sale Agreement for Perpetual Easement – Lake Annie, SWF Parcel No. 20-020-140

Purpose

The Purpose of this item is to provide an overview of the Land Resources Bureau's Real Estate Section responsibilities as they pertain to Data Collection and then request Governing Board approval of a purchase and sale agreement for the less-than-fee acquisition of a Perpetual Easement (Easement) between the District and The Matteo J. Liberto Revocable Trust (Matteo Liberto). This Easement is required for access and long-term monitoring of a proposed Upper Floridan aquifer monitor well and a surficial aquifer monitor well at Lake Annie as part of the Central Florida Water Initiative (CFWI). The Easement would allow for perpetual access, installation, monitoring, and maintenance of the wells. A general location map, site map, the Purchase and Sale Agreement, and the Easement are included as Exhibits 1, 2, 3, and 4 respectively.

Background/History

As part of ongoing efforts to complete wellsite acquisitions necessary to assist completion of the Data Monitoring and Investigations Team (DMIT) Hydrogeologic Annual Work Plan FY2021-FY2025 (Work Plan), the proposed Lake Annie data collection site, located in Polk County, is for long-term Upper Floridan aquifer and surficial aquifer water level and water quality monitoring and requires the construction of one Upper Floridan aquifer monitor well, and one surficial aquifer monitor well. Upper Floridan aquifer and surficial aquifer monitoring near lakes and wetlands by DMIT is part of the CFWI regional monitoring network. This site was first requested in FY2013 and later included in the current Work Plan. Upper Floridan aquifer and surficial aquifer monitoring near lakes with minimum lake levels is essential to enhance the District's understanding of the lake, construct water budget models, and monitor changes in water levels. Data from this well site will be used to relate changes in Lake Annie water levels to water level changes in the surficial aquifer and Upper Floridan aquifer due to groundwater withdrawals and complete minimum lake level status assessments.

Property Information

The proposed easement interests to be acquired are a perpetual well site easement of 200 square feet (20 feet x 10 feet) and a perpetual access easement of 1,750 square feet (175 feet x 10 feet), totaling 1,950 square feet. The owner is also granting a six-month temporary license agreement for a temporary construction area of 18,500 square feet (185 feet x 100 feet). The parent parcel is a 4.3-acre residential property located in Polk County along the northeastern side of Lake Annie along the west side of Scenic Highway. The parcel is owned by the Matteo J. Liberto Revocable Trust. The Future Lane Use classification of the property is A/RR, Agricultural District.

Management/Maintenance Costs

The proposed transaction is for an easement interest. The District would not be responsible for any management or maintenance costs for the easements.

Appraisal

In accordance with District Policy and Section 373.139, Florida Statutes, for property that is estimated to have a value under \$1,000,000 one appraisal was obtained. The report was prepared by Kyle Catlett,

MAI and has a date of valuation of March 21, 2024. The appraisal has been determined by District staff to meet the necessary District requirements and contain enough factual data to support the value conclusion.

Highest and Best Use – The highest and best use for the property, as determined by the appraiser based on the physically possible, legally permissible, and financially feasible uses would be for residential use.

Valuation

The appraiser used the “Across the Fence” methodology in establishing the market value of the fee simple interest for the permanent wellsite easement area. The appraiser determined the per-square-foot fee simple land value to be \$3.00. Acquisition of surface easement rights of this nature are typically compensated based on 90 percent to 100 percent of the market value of the fee simple interest. Based on the size, shape, depth, and location of the permanent well site easement, it was judged to have a severe impact on the surface and subsurface use and therefore should represent 100 percent of the fee simple land value. Therefore the 200 square feet of easement rights for the permanent well site was valued at \$600.

The appraiser also used the “Across the Fence” methodology for the perpetual access easement. Acquisition of surface easement rights of this nature are typically compensated based on 75 percent to 89 percent of the market value of the fee simple interest. Based on the size, shape, location, and non-exclusive use of the area of this easement, it was judged to have a major impact on the surface use and, in the opinion of the appraiser, should represent 89 percent of the fee simple land value. Therefore the 1,750 square feet of easement rights for perpetual access were valued and rounded to \$4,700.

For the temporary construction area, the per-square-foot land value of the adjacent and contiguous parent tract is the best indicator of land value. The property owner is only entitled to payment for this area during the construction period. The appraiser applied an annual rate of return on the land based on the six-month term of the temporary license agreement. According to the appraiser’s calculations, the 18,500 square feet temporary construction area was valued and rounded to \$2,800.

Analysis

Based on the analysis of all factors known to influence value for the subject property, the appraiser’s market value of the permanent wellsite easement, the perpetual access easement and use of the temporary construction area totaled \$8,100.

Negotiated Transaction

- The following is a summary of the terms negotiated between the District and The Matteo J. Liberto Revocable Trust. The Purchase and Sale Agreement is attached as Exhibit 3.
- The District will assume the expense of the title commitment, title insurance, one appraisal, survey, and applicable closing costs.
- The purchase is based on the accepted offer of \$8,100 for a 1,950 square foot well site and access easement(s) and 18,500 square foot temporary construction area.

Staff Recommendation:

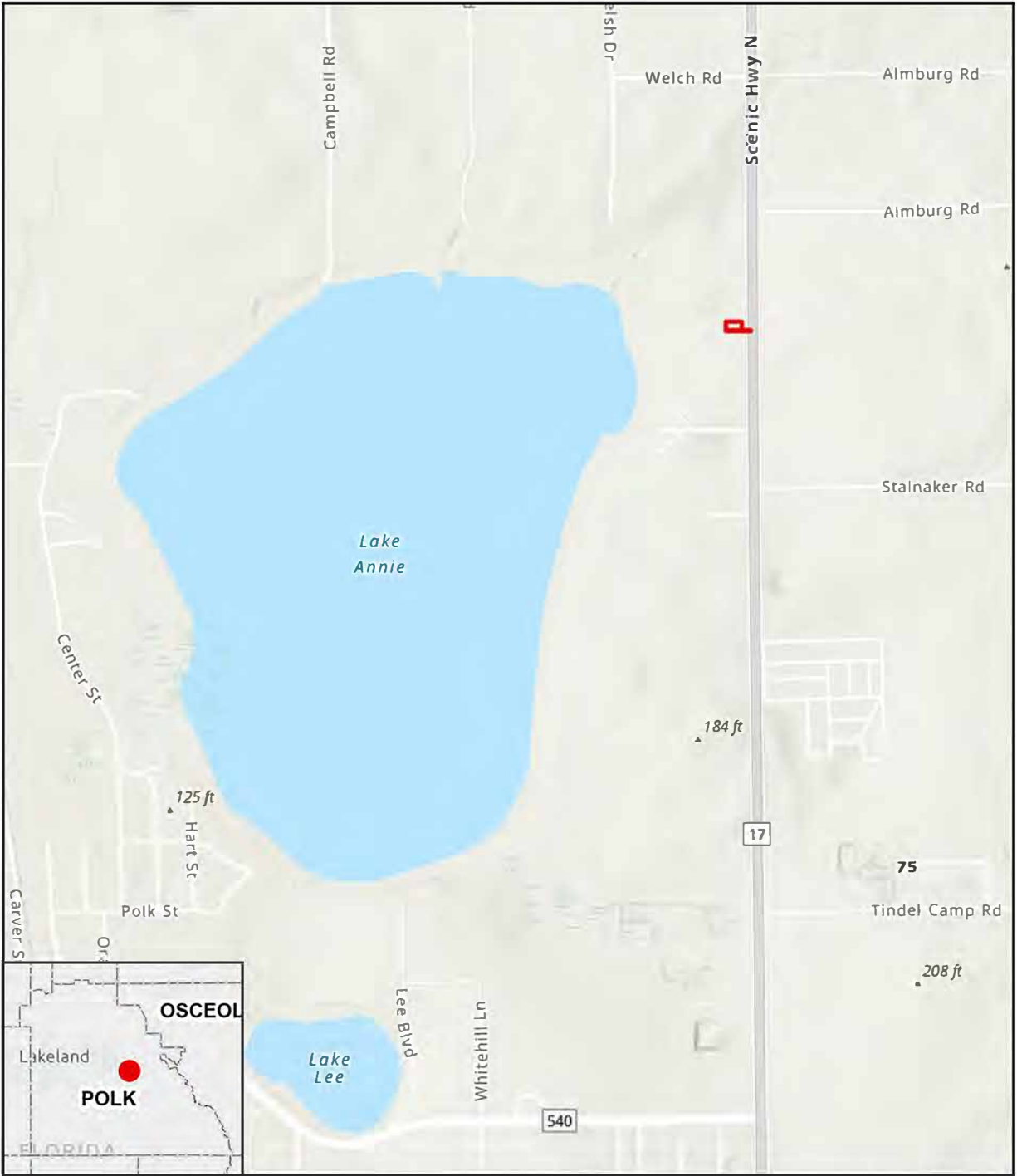
- Accept the appraisal; and Approve the Purchase and Sale Agreement and authorize the Executive Director or designee to sign on the behalf of the District; and
- Authorize staff to make minor changes or corrections to conform documents or correct errors; any

- substantive changes will be subject to Governing Board review and approval; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.
- Approval to encumber and roll the funds for payment in the following year, in the event the closing does not occur before the end of the current fiscal year.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources Bureau

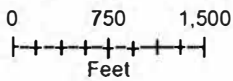
Exhibit 1
Lake Annie
SWF Parcel No. 20-020-140 Location Map



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



**Proposed Easement and
 Temporary Construction Areas**






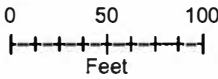
Southwest Florida
 Water Management District

Exhibit 2
Lake Annie
SWF Parcel No. 20-020-140 Site Map



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

-  Proposed Well Site Area Easement
-  Proposed Access Area Easement
-  Proposed Temporary Construction Area



Southwest Florida
Water Management District

Exhibit 3

Lake Annie – CFWI Data Collection Site
SWF Parcel No. 20-020-140
Approved by Attorney: _____
Tax I.D. No. 27-28-34-853000-000453

PURCHASE/SALE AGREEMENT

This Agreement, made and entered into by and between Matteo J. Liberto, as Trustee of the Matteo J. Liberto Revocable Trust, whose mailing address is 8 Allens Corner Road, Flemington, NJ 33843, hereinafter referred to as the "Seller," and the Southwest Florida Water Management District, a public corporation, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and collectively the "Parties".

WITNESSETH:

WHEREAS, the District desires to acquire a portion of Seller's property hereinafter described as the Lake Annie CFWI Data Collection Site (SWF Parcel No. 20-020-140), that will support the data collection part of an authorized project known as the Central Florida Water Initiative.

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

1. **PROPERTY.** Subject to the terms, covenants and conditions set forth in this Agreement, the Seller agrees to sell to the District, and the District agrees to purchase from the Seller, that certain real property situated in Polk County, Florida (hereinafter referred to as "Property"), more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.
2. **EFFECTIVE DATE.** If this Agreement is not executed by the Seller on or before _____, 2024, the District's offer contained in this Agreement is withdrawn and is thereafter null and void. The effective date of this Agreement will be on the day and year the last of the Parties has signed below.
3. **APPROVAL.** This Agreement is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Agreement and all the terms and conditions hereof, the District will notify the Seller thereof in writing and this Agreement will be null and void and all rights and liabilities arising hereunder will terminate.
4. **PURCHASE PRICE.** The total purchase price will be eight thousand one hundred dollars and no cents (\$8,100) payable in cash by the District to the Seller at closing.
5. **TITLE.** The Seller will deliver to the District, at the closing, marketable title to the Property, free and clear of all leases, liens, mortgages, and other encumbrances not acceptable to the District. The District, at its expense, will obtain a title insurance policy, insuring the

District's interest in the Property in the full amount of the purchase price upon closing the transaction. If the District finds the title to be unmarketable, or if the District cannot obtain a commitment for a title insurance policy, the District may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found or may adjust the purchase price to reflect any decrease in value due to such defect.

6. ENVIRONMENTAL.

A. If at any time between execution hereof and the closing the District determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Comprehensive Environmental Resource Compensation and Liability Act, 42 U.S.C. 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq., 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 Property, the District may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no Contaminants had been found.

B. The Seller warrants and represents to the District that it is not aware of any Contaminants as defined herein deposited, located, placed or released on the Property.

7. CLOSING. The sale will be closed on or before December 31, 2024, unless extended by mutual Agreement of the Parties in writing. During the period from the Seller's execution of this Agreement until closing, neither the Seller nor anyone under the Seller's control or direction will commit or allow to be committed any act which diminishes the value of the Property.

8. TAXES AND ASSESSMENTS. Taxes and assessments on the property will be prorated through the date of closing. The proceeds will be increased or decreased as may be required by the proration of said items. If the amount of taxes and assessments for the year in which the closing occurs cannot be ascertained, rates, millages and assessed valuations of the previous year, with known charges, will be used, with allowance for homestead or other exemptions if allowed for either year. It is understood and agreed to by the Parties that the Seller is responsible for all prorated assessments and taxes that are, in fact, more than the estimate that is based on valuation of previous years, and such will be promptly paid by Seller to the District. All real estate taxes and assessments which are, or which may become a lien against the Property will be satisfied by the Seller at closing. In the event the District acquires fee title to the Property between January 1 and November 1, Seller will, in accordance with Section 196.295, Florida Statutes, place in escrow with the County Tax Collector an amount equal to the current taxes prorated to the date of closing. In the event the District acquires fee title to the Property on or after November 1, Seller will pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

9. PERPETUAL EASEMENT. Upon payment of the purchase price as provided in paragraph 4, the Seller will convey the rights to the Property contemplated herein to the District or its assigns by "Perpetual Easement" free and clear of all leases, liens, mortgages and other encumbrances not acceptable to District except taxes for the year in which the closing occurs. The documentary stamp tax on the easement and costs for recording the easement will be paid by the District.

10. **SURVEY.** Prior to closing, the Property will be surveyed at the expense of the District. The survey will be attached hereto and incorporated herein by this reference as Exhibit "B". If the survey shows any encroachments on the Property or that any improvements located on the Property encroach on other lands, the District, at its option, may terminate this Agreement and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found; or may adjust the purchase price.

11. **ENCROACHMENTS AND ENCUMBRANCES.** After the Seller's execution of this Agreement until the Seller delivers the exclusive occupancy and possession of the Property to the District, neither the Seller nor anyone under the Seller's control or direction will cause or allow any encroachments or encumbrances on the Property not existing on the date of the Seller's execution hereof. At the closing, the Seller will furnish the District with the Seller's affidavit, stating that neither the Seller nor anyone under the Seller's control or direction have taken any action to encumber the Property or otherwise adversely affect the status of the title thereto, or diminish the value of the interest in the Property to be acquired by the District. If the Seller is a corporation or other business entity, the Seller will also furnish the District with the Seller's Non-Foreign Corporate Affidavit at or before the closing as required by Section 1445(b)(2) of the United States Revenue Code to relieve the District from withholding any income or capital gains taxes on the purchase price.

12. **DISCLOSURE.** The Seller will comply with the disclosure requirements pursuant to Section 286.23, F.S., real property conveyed to public agency; disclosure of beneficial interests, if applicable.

13. **PROCEEDS.** At closing, the distribution of the purchase amount will be made by the District to the title company in the form of a check or wire transfer. Final distribution of the Seller's proceeds will be made to the Seller by the title company.

14. **OTHER AGREEMENTS.** No Agreement or understanding, verbal or in writing, unless incorporated herein, will be binding upon the Parties.

15. **BINDING EFFECT.** The covenants herein contained will bind, and the benefits and advantages hereof will inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; whenever used herein, the singular will include the plural, the plural will include the singular, and the use of any gender will include the other.

16. **SURVIVAL OF CONTRACT TERMS.** The terms and conditions of this Agreement will survive the closing of the sale of the Property.

17. **NOTICE.** Any notice which must or may be given under this Agreement or by law will be in writing and will be deemed to have been given when delivered by personal delivery or when deposited in the United States mail, certified, return receipt requested, full postage prepaid to the District or to the Seller at the addresses set forth above.

18. **CONSTRUCTION.** The Seller and the District acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

20. **SEVERABILITY.** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any section of this Agreement.

21. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, will be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement.

22. **PUBLIC RECORDS.** All records and documents generated or received by the Parties in relation to this Agreement are subject to the Public Records Act, Chapter 119, F.S., except that appraiser reports, offers and counteroffers are confidential and exempt from the provisions of Section 119.07(1), F.S., until an option contract is executed, or if no option contract is executed, until thirty (30) days before a contract or Agreement for purchase is considered for approval by the District Governing Board pursuant to Section 373.139(3)(a), F.S.

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

Seller: The Matteo J. Liberto Revocable Trust

By: _____
Matteo J. Liberto
Trustee

Date: _____

Buyer: Southwest Florida Water Management District

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

Date: _____

EXHIBIT "A"

Legal Description Parcel 20-020-140 (Well Site Area)

A parcel of land being a portion of the lands described in Official Records Book 12499, Page 111 of the Public Records of Polk County, Florida, said parcel being a portion of Lot 45, Florida Highlands Company's Subdivision, according to the plat thereof, as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida, lying and being in the Southeast 1/4 of Section 34, Township 28 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Southeast corner of the Southeast 1/4 of Section 34, Township 28 South, Range 27 East, Polk County, Florida; thence coincident with the South boundary of the Southeast 1/4 of said Section 34, S 88°03'52" W a distance of 33.02 feet to a point coincident with the West right-of-way boundary of Scenic Highway (State Road No. 17) per Florida Department of Transportation Right-of-way Map Section 1609-5209; thence departing said South boundary, coincident with said West right-of-way boundary, N 00°07'44" W a distance of 162.73 feet to a point coincident with the South boundary of the North 1/2 of the South 1/2 of Lot 45, Florida Highlands Company's Subdivision, according to the plat thereof, as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida, same being the South boundary of the lands described in Official Records Book 12499, Page 111 of the Public Records of Polk County, Florida; thence departing said West right-of-way boundary, coincident with said South boundary for the following two (2) courses; 1.) S 89°48'01" W a distance of 175.00 feet to the POINT OF BEGINNING; 2.) thence S 89°48'01" W a distance of 20.00 feet; thence departing said South boundary, N 00°07'44" W a distance of 10.00 feet to a point coincident with a line being 10.00 feet North of and parallel with said South boundary; thence coincident with said parallel line, N 89°48'01" E a distance of 20.00 feet; thence departing said parallel line, S 00°07'44" E a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 200.00 square feet, 0.005 acres, more or less.

Legal Description Parcel 20-020-140 (Access Area)

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recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida, same being the South boundary of the lands described in Official Records Book 12499, Page 111 of the Public Records of Polk County, Florida, said point being the POINT OF BEGINNING; thence departing said West right-of-way boundary, coincident with said South boundary, S 89°48'01" W a distance of 175.00 feet; thence departing said South boundary N 00°07'44" W a distance of 10.00 feet to a point coincident with a line being 10.00 feet North of and parallel with said South boundary; thence coincident with said parallel line, N 89°48'01" E a distance of 175.00 feet to a point coincident with the aforesaid West right-of-way boundary of Scenic Highway; thence departing said parallel line, coincident with said West right-of-way boundary, S 00°07'44" E a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 1750.00 square feet, 0.040 acres, more or less.

Remainder of this page intentionally left blank.

Exhibit 4

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

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

PERPETUAL EASEMENT

This Easement (this "Easement") is made this ____ day of _____ 2024, by and between Matteo J. Liberto, as Trustee of the Matteo J. Liberto Revocable Trust, having an address of 8 Allens Corner Road, Flemington, NJ 33843, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

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

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

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

Grantee hereby agrees to protect, indemnify and hold harmless the Grantor from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area or the Access Easement Area by the Grantee

and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Grantor. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is covered by this indemnity, the Grantor shall give the Grantee notice of the matter. Any failure or delay of the Grantor to notify the Grantee of any such suit, claim or demand shall not relieve the Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of Grantee's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

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

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

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

[signature pages follow]

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

Grantor:

Signed, sealed and delivered
in the presence of:

The Matteo J. Liberto Revocable Trust

Witness #1 signature

By: Matteo J. Liberto
Title: Trustee

Print Witness #1 name

Witness #2 signature

Print Witness #2 name

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by _____. He/She [] is personally known to me or has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____

My Commission

Expires: _____

Grantee:

Signed, sealed and delivered
In the preserve of:

Southwest Florida Water Management
District

Witness #1 signature

Print Witness #1 name

Witness #2 signature

Print Witness #2 name

By: _____
Name: John R. Mitten
Title: Vice Chair

ATTEST:

By: _____
Name: Paul J. Bispham
Title: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by _____, as _____, for the Southwest Florida Water Management District, a public corporation, on behalf of the Southwest Florida Water Management District. He/She ☐ is personally known to me or has produced _____ as identification.

(Seal)

Name of Notary

(Name of Notary typed, printed or stamped)

Commission No. _____
My Commission
Expires: _____

EXHIBIT "A"

Legal Description Parcel 20-020-140 (Well Site Area)

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Page 5 of 6

Records of Polk County, Florida, said point being the POINT OF BEGINNING; thence departing said West right-of-way boundary, coincident with said South boundary, S 89°48'01" W a distance of 175.00 feet; thence departing said South boundary N 00°07'44" W a distance of 10.00 feet to a point coincident with a line being 10.00 feet North of and parallel with said South boundary; thence coincident with said parallel line, N 89°48'01" E a distance of 175.00 feet to a point coincident with the aforesaid West right-of-way boundary of Scenic Highway; thence departing said parallel line, coincident with said West right-of-way boundary, S 00°07'44" E a distance of 10.00 feet to the POINT OF BEGINNING.

Containing an area of 1750.00 square feet, 0.040 acres, more or less.

Remainder of this page intentionally left blank.

DRAFT

Governing Board Meeting
September 24, 2024

5. RESOURCE MANAGEMENT COMMITTEE

5.1	Discussion: Consent Item(s) Moved to Discussion	173
5.2	Discussion: Information Item: Polk Regional Water Cooperative Projects Update.....	174

RESOURCE MANAGEMENT COMMITTEE

September 24, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE

September 24, 2024

Discussion: Information Item: Polk Regional Water Cooperative Projects Update

Purpose

Provide an informational update on the Polk Regional Water Cooperative's (PRWC's) hydrogeologic testing and development of alternative water supplies from the lower Floridan Aquifers (LFA).

Background

The PRWC is a regional entity consisting of Polk County and fifteen municipalities within the county that have joined to develop alternative water supplies (AWS). Fresh groundwater from the upper Floridan aquifer within Polk County is nearing its sustainable limits, and AWS sources are being developed by the PRWC to meet the members' projected demands. The Governing Board incentivized the formation of the PRWC and their development of AWS projects through two resolutions (15-07 and 18-06) and budgeted \$65 million over nine years for their projects based on the PRWC meeting milestones outlined in the resolutions. Since 2017, the PRWC has completed three LFA test well studies and is developing two regional LFA wellfields and a regional transmission system throughout Polk County.

The Southeast Wellfield and West Polk Wellfield projects were identified as water supply development options in the District's 2015 Regional Water Supply Plan and were selected by the PRWC in 2017 for further investigation and potential development. In April 2017, the Governing Board approved funding for conceptual and preliminary design for both PRWC projects. In May 2021, the Governing Board was presented with third-party reviews (TPRs) of the conceptual designs and approved the continuance of both projects. In June 2021 the Governing Board authorized funding for a third test production well site at the planned Southeast Wellfield. In April 2022, staff presented the TPR of the preliminary design for both projects, and the Governing Board approved moving forward with final design and construction of Southeast Wellfield, West Polk Wellfield, and the Southeast Regional Transmission System projects. In May 2022 the Governing Board authorized funding for a second test production well site for the planned West Polk Wellfield.

Progress updates will be given for the Southeast Wellfield, Southeast Regional Transmission, and West Polk Wellfield Projects.

Staff Recommendation:

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

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

Governing Board Meeting
September 24, 2024

6. REGULATION COMMITTEE

6.1	Discussion: Consent Item(s) Moved to Discussion	175
6.2	Discussion: Action Item: Denials Referred to the Governing Board	176

REGULATION COMMITTEE

September 24, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

REGULATION COMMITTEE

September 24, 2024

Discussion: Action Item: Denials Referred to the Governing Board

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

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting
September 24, 2024

7. GENERAL COUNSEL'S REPORT

7.1 **Discussion:** Consent Item(s) Moved to Discussion 177

7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions 178

GENERAL COUNSEL'S REPORT

September 24, 2024

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

GENERAL COUNSEL'S REPORT

September 24, 2024

Discussion: Action Item: Affirm Governing Board Committee Actions

The Governing Board has established four committees for conducting District business: the Finance/Outreach & Planning Committee; the Operations, 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

September 24, 2024

Discussion: Information Item: Public Supply Advisory Committee

Staff Recommendation:

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

Presenter:

Robert Stern, Board Member

EXECUTIVE DIRECTOR'S REPORT

September 24, 2024

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

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

Presenter:

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

CHAIR'S REPORT

September 24, 2024

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, Vice Chair

CHAIR'S REPORT

September 24, 2024

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

John Mitten, Vice Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
10	09/29/2014	Dalan Eye	Compliance Inspector	Tampa	Regulatory Support	2024	09/29/2024
15	09/14/2009	Al Gagne	ERP Regulation Specialist	Tampa	Environment Ressource	2024	09/14/2024
30	09/19/1994	Donald Kaskie	Senior Vegetation Mgmt Specialist	Brooksville	Operations	2024	09/19/2024
35	09/05/1989	Vaughn Boyer	Senior Business Application Developer	Tampa	InformationTechnology	2024	09/05/2024

CHAIR'S REPORT

September 24, 2024

Discussion: Information Item: Executive Director's and Inspector General's Annual Accomplishments and Evaluations

In accordance with Board Policy 710-2, the executive director and inspector general shall each present to the Governing Board a statement of accomplishments and each employee's goals for the current fiscal year. Through the statements, they each will summarize many of the District's achievements for the fiscal year and provide information on which the Governing Board can evaluate their performance.

After the September Governing Board meeting, each board member will have an opportunity to complete a separate performance input form for the executive director and the inspector general reflecting that Governing Board member's assessment of the employee's performance for the year. Those forms should be provided to Human Resources Office Chief, Teresa Jepma by October 8th.

In accordance with Board Policy 710-2, the Human Resources Office shall compile and distribute a *Performance Evaluation Summary* from the forms submitted by the individual members. Following distribution of the *Performance Evaluation Summary*, the Governing Board Chair shall draft the performance employee evaluation for the executive director and the Treasurer shall draft the employee evaluation for the inspector general. It is anticipated that the Governing Board will review, edit as appropriate, and approve the evaluations at the regularly scheduled October Board meeting.

Staff Recommendation:

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

Presenter:

John Mitten, Vice Chair