

Governing Board Meeting

Agenda and Meeting Information

September 23, 2025

3:00 p.m.

Tampa Office

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

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



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

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

Final Agenda GOVERNING BOARD MEETING

SEPTEMBER 23, 2025
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 for Board Member
- 1.3 Invocation and Pledge of Allegiance
- 1.4 Additions/Deletions to Agenda
- 1.5 Public Input for Issues Not Listed on the Published Agenda

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Office of Inspector General Employee Reimbursements Follow-up Audit
- 2.2 **Finance/Outreach and Planning Committee:** Office of Inspector General Revenue Collections Follow-up Audit
- 2.3 **Finance/Outreach and Planning Committee:** Board Encumbrance of the Capital Field Equipment Fund
- 2.4 **Resource Management Committee:** Five-Year Water Resource Development Work Program
- 2.5 **Resource Management Committee:** FARMS – Windmill Farms Nurseries, Inc. – Phase 3 – H838 (Hardee County)
- 2.6 **Resource Management Committee:** Approve the Coastal Zone 5 Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Pinellas County (Q149)
- 2.7 **Operations, Lands and Resource Monitoring Committee:** Residential Security Lease Agreement for Green Swamp West – SWF Parcel No. 19-706-119X (Pasco County)
- 2.8 **Operations, Lands and Resource Monitoring Committee:** Intergovernmental Agreement – Withlacoochee State Forest – SWF Parcel No. 15-347-130X, 19-707-110X (Hernando and Citrus Counties)
- 2.9 **Regulation Committee:** Water Use Permit No. 20 021258.000, Fresh Plants LLC / Fresh Plants (DeSoto County)
- 2.10 **General Counsel's Report:** Release of Conservation Easement – Environmental Resource Permit Application No. 914841 – Shady Hills (Pasco County)
- 2.11 **General Counsel's Report:** Initiation and Approval of Rulemaking to Amend Rule 40D-2.091, Florida Administrative Code, to Incorporate by Reference the Outstanding Florida Springs Rules Adopted in Rules 62-41.400 through 62-41.402, F.A.C.
- 2.12 **General Counsel's Report:** Interagency Agreement between SFWMD and SWFWMD – Designation of Regulatory Responsibility to SFWMD for the Southeast Wellfield (Polk County)
- 2.13 **Executive Director's Report:** Approve Governing Board Minutes – August 26, 2025

3. FINANCE/OUTREACH AND PLANNING COMMITTEE

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

- 3.2 **Discussion:** Information Item: Fiscal Year 2027 Business Plan Update
- 3.3 **Discussion:** Information Item: Office of Inspector General Fiscal Year 2025 Annual Report
- 3.4 **Submit & File:** Information Item: Budget Transfer Report
- 4. RESOURCE MANAGEMENT COMMITTEE**
 - 4.1 **Discussion:** Consent Item(s) Moved to Discussion
 - 4.2 **Discussion:** Information Item: Knowledge Management: Springs Coast Steering Committee Governing Board Policy
 - 4.3 **Submit & File:** Information Item: Surface Water Improvement and Management Priority Water Body List
- 5. OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE**
 - 5.1 **Discussion:** Consent Item(s) Moved to Discussion
 - 5.2 **Discussion:** Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-14), SWF Parcel No. 13-004-317S (Hillsborough County)
- 6. REGULATION COMMITTEE**
 - 6.1 **Discussion:** Consent Item(s) Moved to Discussion
- 7. GENERAL COUNSEL'S REPORT**
 - 7.1 **Discussion:** Consent Item(s) Moved to Discussion
 - 7.2 **Discussion:** Action Item: Approval of the District's Annual Regulatory Plan for 2025-2026
 - 7.3 **Discussion:** Action Item: Management Agreement Between the Southwest Florida Water Management District and Citrus County, Florida for the Chassahowitzka River Campground, SWF Parcel No. 15-347-105X (Citrus County)
 - 7.4 **Discussion:** Action Item: Affirm Governing Board Committee Actions
- 8. COMMITTEE/LIAISON REPORTS**
 - 8.1 **Discussion:** Information Item: Industrial, Commercial & Institutional Advisory Committee
 - 8.2 **Discussion:** Information Item: Public Supply Advisory Committee
- 9. EXECUTIVE DIRECTOR'S REPORT**
 - 9.1 **Discussion:** Information Item: Executive Director's Report
- 10. CHAIR'S REPORT**
 - 10.1 **Discussion:** Information Item: Chair's Report
 - 10.2 **Discussion:** Information Item: Employee Milestones
 - 10.3 **Discussion:** Information Item: Executive Director's and Inspector General's Annual Evaluations

ADJOURNMENT



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Tampa, Florida 33637-6759
(813) 985-7481 or
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GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 2025

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

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
Chair Robert Stern

RESOURCE MANAGEMENT COMMITTEE
Chair Dustin Rowland

REGULATION COMMITTEE
Chair James Holton

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

All Governing Board members are a member of each committee.

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

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

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

John R. Mitten
Chair, Hernando, Marion

Jack Bispham
Vice Chair, Manatee

Ashley Bell Barnett
Secretary, Polk

John E. Hall
Treasurer, Polk

Ed Armstrong
Former Chair, Pinellas

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

Michelle Williamson
Former Chair, Hillsborough

Josh Gamblin
DeSoto, Hardee, Highlands

James Holton
Pinellas

Dustin Rowland
Pasco

Robert Stern
Hillsborough

Nancy Watkins
Hillsborough, Pinellas

Brian J. Armstrong, P.G.
Executive Director

Southwest Florida Water Management District Schedule of Meetings Fiscal Year 2026

Governing Board Meeting

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

Governing Board Workshop

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

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

2026 – September 8 & 22

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

2025 – December 2

2026 – March 10, June 9, September 8

Environmental Advisory Committee – 10 a.m.

2025 – October 14

2026 – January 13, April 14, July 14

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

2025 – November 4

2026 – February 10, May 5, August 11

Public Supply Advisory Committee – 1 p.m.

2025 – November 4

2026 – February 10, May 5, August 11

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

2026 – February 18, July 8

Springs Coast Steering Committee – 2 p.m.

2026 – March 4, July 22

Meeting Locations

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

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

Governing Board Meeting
September 23, 2025

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

CONVENE PUBLIC MEETING

September 23, 2025

Call to Order

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

Presenter:

John Mitten, Chair

CONVENE PUBLIC MEETING

September 23, 2025

Oath of Office for Board Member

Conduct the Oath of Office for appointed Board Member Jim Turner. Turner represents Sarasota and Charlotte counties.

Presenter:

Virginia Singer, Manager, Communications and Board Services Bureau

CONVENE PUBLIC MEETING

September 23, 2025

Invocation and Pledge of Allegiance

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

Presenter:

John Mitten, Chair

CONVENE PUBLIC MEETING

September 23, 2025

Additions/Deletions to Agenda

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

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

Staff Recommendation:

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

Presenter:

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

CONVENE PUBLIC MEETING

September 23, 2025

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

John Mitten, Chair

Governing Board Meeting

September 23, 2025

2. CONSENT AGENDA

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

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2.13	Executive Director's Report: Approve Governing Board Minutes – August 26, 2025.....	109

CONSENT AGENDA

September 23, 2025

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

Purpose:

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 Office of Inspector General Employee Reimbursements Follow-Up Audit was performed per the 2025 Audit Plan approved by the Governing Board.

Background:

During September 2024, the OIG released the District's operational audit report over employee reimbursements. The audit report included recommendations for the District to enhance policies and procedures over the education reimbursement program, safety shoe program, and expenditures related to professional certifications.

The OIG conducted this follow-up audit in accordance with generally accepted government auditing standards. Those standards require that the OIG plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for conclusions based upon the audit objectives. The OIG believes that the evidence obtained provides a reasonable basis for the conclusion based on the audit objectives.

The audit objectives of this follow-up audit were to:

- Evaluate management's performance in establishing and maintaining internal controls in accordance with applicable statutes, 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.
- Determine whether management had taken corrective action for, or was in the process of correcting, the OIG's employee reimbursements findings from September 2024.

Exhibits

Provided under separate cover.

Staff Recommendation:

Staff recommend the Board approve the Office of Inspector General Employee Reimbursements Follow-Up Audit.

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General

CONSENT AGENDA

September 23, 2025

Finance/Outreach and Planning Committee: Office of Inspector General Revenue Collections Follow-up Audit

Purpose:

In accordance with the Office of Inspector General (OIG) Charter Governing Board Policy and Section 20.055, Florida Statutes, the Inspector General shall monitor the implementation of the District's response to any audit issued by the Auditor General (AG).

Background:

During January 2024, the AG released the District's operational audit report No. 2024-112. Included in this report was a finding regarding revenue collections. The AG recommended District collection procedures should be enhanced to document initial collections and appropriately separate incompatible duties. The AG noted if a sufficient number of staff at any of the District office locations is unavailable to appropriately separate the duties, the District should ensure that compensating controls exist.

The OIG conducted this follow-up audit for the period of 8/7/2025 – 8/18/2025 in accordance with generally accepted government auditing standards. Those standards require that the OIG plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for conclusions based upon the audit objectives. The OIG believes that the evidence obtained provides a reasonable basis for the conclusion based on the audit objectives.

The audit objectives of this follow-up audit were to:

- Evaluate management's performance in establishing and maintaining internal controls in accordance with applicable statutes, 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.
- Determine whether management had taken corrective action for, or was in the process of correcting, the AG's revenue collections finding from report No. 2024-112.

OIG's audit disclosed District Management had taken corrective actions as recommended by the AG for revenue collections. No further findings or recommendations relating to the scope of this audit are included in the audit report.

Exhibits

Provided under separate cover.

Staff Recommendation:

Staff recommend the Board approve the Office of Inspector General Revenue Collections Follow-Up Audit.

Presenter:

Brian Werthmiller, Inspector General, Office of Inspector General

CONSENT AGENDA

September 23, 2025

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) 2025 fund balance within the Capital Field Equipment Fund (CFEF) to carry forward into FY2026 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 FY2025 fund balance for future years planned expenditures was included in the General Services Bureau's considerations when developing its FY2026 recommended budget. In the FY2026 Recommended Annual Service Budget, the estimated FY2025 fund balance to carry forward into FY2026 was \$951,160. This value assumed that all remaining Board-approved expenditures would be realized in FY2025 as planned. Since then, a savings of \$189,960 has been realized by refurbishing instead of replacing equipment, disposing instead of replacing a trailer, as well as acquisitions coming in less than planned. This brings the total fund balance to \$1,141,120 to carry forward into FY2026.

Strategic Plan

This encumbrance supports the District's core business processes of Financial Sustainability, Water Resources Planning and Monitoring, Land Management, and Structure Operations.

Exhibits

None.

Staff Recommendation:

Staff recommends the Governing Board approve the encumbrance of up to \$1,141,120 in FY2025 fund balance within the Capital Field Equipment Fund to carry forward into FY2026 for planned expenditures as approved through the budgetary process.

Presenter:

Dave Dickens, Bureau Chief, General Services Bureau

CONSENT AGENDA

September 23, 2025

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 DEP by October 23, 2025.

The fiscal year (FY) 2026 Work Program covers the period from FY2026 through FY2030 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 DEP to approve the projects as consistent with the RWSP and eligible for state funding.

This year, the DEP has provided an updated Work Program guidance template for the water management districts to improve statewide reporting consistency. The DEP also provided a spreadsheet template for reporting additional project details, which will be submitted with information consistent with the FY2026 annual budget.

Within 30 days after the proposed Work Program submittal, DEP 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 DEP, the District must state in writing to DEP which of the recommended changes will be incorporated into the Work Program or specify the reasons for not incorporating the changes within 45 days. DEP 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.

Strategic Plan

The Work Program supports the following Strategic Initiatives and Core Business Processes of the District's Strategic Plan.

- Regional Water Supply Planning
- Alternative Water Supplies
- Reclaimed Water
- Water Conservation
- Water Resources Planning and Monitoring

Exhibits

Exhibit 1 - 2026 Five-Year Water Resource Development Work Program

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 DEP conversations before finalizing within the CAR with no further Board action.

Presenter:

Jay Hoecker, PMP, Bureau Chief, Water Resources Bureau

2026 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 25th Work Program and covers the period from fiscal year (FY) 2026 through FY2030. In August of 2025 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/previous-regional-water-supply-plans>

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 with District funding 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 \$24.4 million in FY2026 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, 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 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 scientific data that are collected and monitored by District staff are discussed by station type and collection entity below. At the time of writing, the District and USGS are working

together to reduce data collection performed by the USGS due to changes in their available FY 2026 funding and staffing. A portion of their data collection may be assumed by the District or restarted by the USGS in future fiscal years. Therefore, the numbers in the text below and Table 1 may change. In addition to data collection completed or contracted by the District, scientific 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 795 surface water level gauging stations, and cooperative funding with the USGS for long-term discharge and water-level data collection at 137 river, stream, and canal stations. The USGS data are available to District staff and the public through the District's Environmental Data Portal (EDP) and the USGS National Water Dashboard.
- b) Hydrogeologic Data. The District collects hydrogeologic data including lithologic, hydraulic, and water quality through exploratory coring, testing, and construction of monitor wells at sites across the District. Administered by the Geohydrologic Data section, the Regional Observation and Monitor Well Program (ROMP) has been the District's primary source of hydrogeologic data and monitor well construction since its establishment in 1974. These hydrogeologic data support projects such as the CFWI, Water Resource Assessment Projects (WRAPs), MFLs, sea level rise, and development of alternative water supplies. The monitor wells constructed through the ROMP also serve as essential infrastructure for long-term monitoring of groundwater levels and water quality.
- 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 stations 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 long-term water quality data at 21 stations, which are 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. Groundwater level data are available to the public through the District and USGS websites.

Table 1. FY2026 - FY2030 Water Resource Development Data Collection and Analysis Activities

WRD Data Collection and Analysis Activities²	Budget Reference¹	FY2026 Costs (\$)	FY2027 Costs (\$)	FY2028 Costs (\$)	FY2029 Costs (\$)	FY2030 Costs (\$)	Total Costs (\$)	Funding Source²
1) Research, Data Collection, Analysis & Monitoring a) Surface Water Flows & Levels Data b) Geologic (includes ROMP) Data c) Meteorologic Data d) Water Quality Data e) Groundwater Levels Data f) Biologic Data g) Data Support	1.2.1, p.62	\$3,980,641	\$3,980,641	\$3,980,641	\$3,980,641	\$3,980,641	\$19,903,205	District, Local Cooperators, USGS
		\$3,057,888	\$3,057,888	\$3,057,888	\$3,057,888	\$3,057,888	\$15,289,440	
		\$285,384	\$285,384	\$285,384	\$285,384	\$285,384	\$1,426,920	
		\$836,642	\$836,642	\$836,642	\$836,642	\$836,642	\$4,183,210	
		\$1,064,385	\$1,064,385	\$1,064,385	\$1,064,385	\$1,064,385	\$5,321,925	
		\$962,172	\$962,172	\$962,172	\$962,172	\$962,172	\$4,810,860	
		\$4,243,906	\$4,243,906	\$4,243,906	\$4,243,906	\$4,243,906	\$21,219,530	
2) Minimum Flows and Levels Program a) Technical Support b) MFL Establishment/ Evaluation	1.1.2, p.58	\$959,646	\$959,646	\$959,646	\$959,646	\$959,646	\$4,798,230	District
		\$765,563	\$765,563	\$765,563	\$765,563	\$765,563	\$3,827,815	
3) Watershed Management Planning	1.1.3.2, p.60	\$5,848,499	\$2,000,000	\$2,000,000	\$2,500,000	\$3,000,000	\$15,348,499	District, Local Cooperators, DEP
4) Quality of Water Improvement Program	2.2.3, p.84	\$781,515	\$781,515	\$781,515	\$781,515	\$781,515	\$3,907,575	District
5) Stormwater Improvement- Implementation of Storage and Conveyance BMPs	2.3.1, p.86	\$1,661,383	\$0	\$0	\$0	\$0	\$1,661,383	District
Totals		\$24,447,624	\$18,937,742	\$18,937,742	\$19,437,742	\$19,937,742	\$101,698,592	

Source: SWFWMD FY2025-26 Tentative Budget Submission.

¹ The Program Activity/Sub-Activity and page number in the Tentative Budget Submission where the WRD Data Collection and Analysis Activities reside. The funding amounts 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 Program

- 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 149 wetlands annually 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). Additionally, submerged aquatic vegetation mapping occurs twice annually for each of the first-magnitude springs, all five of which are listed as SWIM Priority Water Bodies.
- 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 2025, 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 2028.

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)

Established in 1974, the Program's primary goal is to preserve groundwater and surface water resources by providing funding assistance to incentivize landowners to properly plug abandoned, deteriorating, or improperly constructed artesian wells on their property. Thousands of wells constructed prior to current well construction standards are often deficient in casing, interconnecting aquifers with distinct water qualities. This enables mineralized groundwater to migrate upward, potentially altering the natural water quality of overlying aquifers and surface water bodies. When an abandoned artesian well is plugged with cement and/or bentonite from the bottom to the top, it re-establishes the natural isolation between aquifers and eliminates the upward flow of groundwater to the surface. Artesian wells within the District typically occur where the upper Floridan aquifer is confined, so the region of emphasis for the Program is primarily in the Southern Water Use Caution Area (SWUCA). Historically, the Program has proven to be a cost-effective method to promote the plugging of artesian wells.

Stormwater Improvements - Implementation of Storage and Conveyance BMPs

The District's WMPs and SWIM programs implement stormwater and conveyance BMPs for preventative flood protection, particularly in urban areas, and to improve surface water quality for SWIM Priority Water Bodies. The BMPs involve construction of improvements identified and prioritized in the development of watershed management plans or in SWIM Plans. While the District may take the lead for some projects, most of these activities are developed through cooperative funding with a local government entity, DEP, or other state funding.

WRD Projects

The District has budgeted for 25 WRD projects that are ongoing. At the start of FY2026 (October 1, 2025), the District has allocated approximately \$5 million in the budget for 5 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 \$34.1 million. It's estimated that approximately 52.29 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 FY2026 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 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. FY2026 - FY2030 District Funding and Total Project Cost for Water Resource Development Projects

Project Number	WRD Projects ¹	Total Prior District Funding	FY2026 District Cost	FY2027 District Cost	FY2028 District Cost	FY2029 District Cost	FY2030 District Cost	Total Cost District + Cooperator	Funding Source	Quantity developed or conserved (mgd) 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
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	Bee Ridge Water Reclamation Facility Aquifer Recharge	\$915,511	\$0	\$0	\$0	\$0	\$0	\$1,831,022	District, Sarasota County	5
P189	Aquifer Recharge Testing at Flatford Swamp	\$760,000	\$451,000	\$0	\$0	\$0	\$0	\$1,211,000	District	NA
2) Facilitating Agricultural Resource Management Systems (FARMS) (Programmatic Code 2.2.1.2)										
H017	FARMS Projects (H017) ²	Annual Request	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	Annual Request	District	33.6
H807	Sizemore Group Automation	\$182,857	\$0	\$0	\$0	\$0	\$0	\$243,809	District, Sizemore Group Automation	0.0307
H817	B 8 Turf Co., LLC	\$751,229	\$0	\$0	\$0	\$0	\$0	\$1,001,639	District, B 8 Turf Co., LLC	0.130
H821	James Keen 62	\$380,400	\$0	\$0	\$0	\$0	\$0	\$662,700	District, James Keen 62	0.082
H825	Berry Red Farms, LLC	\$164,640	\$0	\$0	\$0	\$0	\$0	\$219,251	District, Berry Red Farms, LLC	0.060
H826	FD Berries USA LLC - Twitty Road South	\$119,129	\$0	\$0	\$0	\$0	\$0	\$171,129	District, FD Berries Usa LLC - Twitty Road South	0.025
H828	G & G Farms LLC - North 40	\$212,246	\$0	\$0	\$0	\$0	\$0	\$282,995	District, G & G Farms LLC - North 40	0.045

Project Number	WRD Projects ¹	Total Prior District Funding	FY2026 District Cost	FY2027 District Cost	FY2028 District Cost	FY2029 District Cost	FY2030 District Cost	Total Cost District + Cooperator	Funding Source	Quantity developed or conserved ¹
H830	McClure Properties, LTD - Phase 2	\$195,706	\$0	\$0	\$0	\$0	\$0	\$296,355	District, McClure Properties, LTD - Phase 2	0.045
H831	Gapway Mixon Cups, LLC	\$64,171	\$0	\$0	\$0	\$0	\$0	\$85,562	District, Gapway Mixon Cups, LLC	0.020
H832	T&T Environmental, LLC - Desoto Groves	\$652,782	\$0	\$0	\$0	\$0	\$0	\$870,377	District, T&T Environmental, LLC - Desoto Groves	0.130
H833	Midway Farms, LLC - Raulerson Road	\$45,468	\$0	\$0	\$0	\$0	\$0	\$60,624	District, Midway Farms, LLC - Raulerson Road	0.020
H834	Jim Rash, Inc - Zoffay Road	\$64,214	\$0	\$0	\$0	\$0	\$0	\$85,619	District, Jim Rash, Inc - Zoffay Road	0.018
H835	Green Grass Farms of Hardee County	\$771,933	\$0	\$0	\$0	\$0	\$0	\$1,173,838	District, Green Grass Farms of Hardee County	0.18
H529	Mini-FARMS Program ²	Annual Request	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	Annual Request	District	3.000
3) Minimum Flows and Minimum Water Levels Recovery³ (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
H404-1 ³	Lower Hillsborough River Recovery Strategy Morris Bridge Sink	\$ 1,329,982	\$ 20,000.00	\$0	\$0	\$ 0	\$0	\$ 1,349,982	District	3.90
H400-7 ³	Third Five-Year Assessment of the Lower Hillsborough River Recovery Strategy	\$263,944	\$0	\$0	\$0	\$0	\$0	\$263,944	District	NA
H400-13 ³	Lower Hillsborough River Biological Data Collection	\$40,000	\$50,000	\$0	\$0	\$0	\$0	\$90,000	District	NA
Water Resource Development Project Totals		\$22,313,290	\$5,021,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$34,128,900		52.29

1. Acronyms: 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. The FARMS lead program (H017) and Mini-FARMS quantities conserved represents period of record offsets plus estimated conserved in future during WRDWP planning. Sub-projects list active project savings as of July 2025.

3. H400 and H404 consists of many sub-projects. WRDWP only represents ongoing efforts and aligns 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, 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 40 budgeted or ongoing water supply development projects in FY2026, including 1 water supply planning projects that support water supply development. As shown in **Table 3-h**, the District is funding approximately \$93.2 million in FY2026 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 FY2026-30 timeframe for the PRMRWSA Reservoir No.3, 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 FY2026 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	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Supply (mgd)
Q272	PRMRWSA - Reservoir No. 3	\$32,682,867	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$375,077,000	NA
Total Surface Water Projects		\$32,682,867	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$375,077,000	0.000

Table 3-b. Regional Potable Interconnects

Project Number	Water Supply Development Assistance - Regional Potable Water Interconnects (Programmatic Budget 2.2.2.2)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Supply (mgd)
Q216	PRWC Regional Transmission Southeast	\$35,482,459	\$26,083,215	\$14,447,326	\$0	\$0	\$0	\$174,100,600	NA
Q241	TBW - Southern Hillsborough County Transmission Expansion	\$15,859,207	\$17,500,000	\$37,231,598	\$37,231,598	\$37,231,597	\$0	\$438,709,630	NA
Q313	PRMRWSA- Regional Integrated Loop System Ph 3C	\$26,550,000	\$0	\$0	\$0	\$0	\$0	\$63,850,000	NA
Q355	PRMRWSA- Regional Integrated Loop System Ph 2b	\$25,746,094	\$10,403,906	\$0	\$0	\$0	\$0	\$87,440,545	NA
Total Regional Potable Water Interconnect Projects		\$103,637,760	\$53,987,121	\$51,678,924	\$37,231,598	\$37,231,597	\$0	\$764,100,775	0

Table 3-c. Reclaimed Water Projects

Project Number	Water Supply Development Assistance - Reclaimed Water Projects (Programmatic Budget 2.2.2.3)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 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
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
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
Q274	Zephyrhills - Zephyr to Pasco Reclaimed Water Interconnect	\$880,000	\$0	\$0	\$0	\$0	\$0	\$1,760,000	NA
Total Reclaimed Water Projects		\$15,696,800	\$0	\$0	\$0	\$0	\$0	\$36,611,182	4.309

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	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Supply (mgd)
Q184	PRWC - Southeast Wellfield Implementation	\$29,334,987	\$14,500,000	\$14,500,000	\$14,500,000	\$14,500,000	\$14,500,000	\$247,530,000	12.5
Q308	PRWC - West Polk Wellfield	\$13,015,498	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$228,144,000	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		\$43,798,985	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$479,799,000	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	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 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	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 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	0.652
N973	Winter Haven Consumption/Conservation Programs Data Management Software	\$60,000	\$0	\$0	\$0	\$0	\$0	\$120,000	0.016
Q145	Longboat Key Club - Advanced Irrigation System	\$508,516	\$0	\$0	\$0	\$0	\$0	\$1,115,000	0.095
Q215	TBW - Demand Management Program Phase 2	\$1,432,238	\$0	\$0	\$0	\$0	\$0	\$2,864,476	0.93
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/ Lamplighter 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

Table 3-f. Conservation Projects (continued)

Project Number	Water Supply Development Assistance - Conservation Rebates, Retrofits, Etc. Projects (Programmatic Budget 2.2.2.7)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Benefit (mgd)
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	0.055
Q319	Manatee County Toilet Rebate Phase 15	\$50,000	\$0	\$0	\$0	\$0	\$0	\$100,000	0.017
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	0.055
Q414	TBW Demand Management Plan Implementation	\$0	\$528,000	\$0	\$0	\$0	\$0	\$1,056,000	0.45
Total Conservation Rebates, Retrofits, Etc.		\$3,022,097	\$753,000	\$225,000	\$225,000	\$225,000	\$225,000	\$7,128,512	2.614

Table 3-g. Water Supply Planning Projects

Project Number	Water Supply Planning (Programmatic Budget 1.1.1)	Prior District Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 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	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 Funding	Total Project Cost	Supply (mgd)
Surface Water Projects	\$32,682,867	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$14,000,000	\$375,077,000	0.00
Regional Potable Water Interconnect Projects	\$103,637,760	\$53,987,121	\$51,678,924	\$37,231,598	\$37,231,597	\$0	\$764,100,775	0.00
Reclaimed Water Projects	\$15,696,800	\$0	\$0	\$0	\$0	\$0	\$36,611,182	4.31
Brackish Groundwater Development Projects	\$43,798,985	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$24,500,000	\$479,799,000	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	\$3,022,097	\$753,000	\$225,000	\$225,000	\$225,000	\$225,000	\$7,128,512	2.61
Water Supply Planning Projects	\$175,000	\$0	\$0	\$0	\$0	\$0	\$350,000	0.00
Total Funding for Water Supply Development Projects	\$202,257,009	\$93,240,121	\$93,183,799	\$76,883,223	\$75,956,597	\$38,725,000	\$1,676,966,469	29.42

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, TBW - Tampa Bay Water, CDD - Community Development District

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 program 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 program which has been in place since 1988. These efforts have been highly successful resulting in a combined investment (District and cooperators) of more than \$4.3 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. Eligible project types include agricultural best management practices, water conservation, hydrologic restoration, reuse, land acquisition, septic-to-sewer, wastewater treatment upgrades and stormwater treatment. Projects

funded by this initiative within the District's boundaries 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. Projects that have been awarded funding from the DEP Springs Initiative grant may also be eligible for funding through the District's CFI program. These projects are listed in the Work Program Appendix A - Projects for Implementing BMAPs. The District did not receive applications for FY2026 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. A specific \$30.8 million appropriation in the state's FY2026 budget was provided to the District for the acquisition of Kirkland Ranch property, approximately 947 acres in Pasco County, for water and land conservation. Previously, FY2011 was the last year the District received any new funding for the program. 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 \$57.1million dollars towards \$97.7 million dollars in total project costs for 262 FARMS projects resulting in 33.1 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 FY2025, more than \$61 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 FY2026.

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 81.71 mgd of water upon completion, including reuse water and new potable supply. These benefits are associated with approximately \$122.7 million budgeted for FY2026. The proposed funding for the 5-year Work Program is approximately \$502.7 million through FY 2026-30. **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 (FY2026)	Sum of Five-Year District Funding (F2026-30)	Sum of Water Made Available (mgd)
Water Resource Development - Data Collection and Analysis Activities (Table 1)	\$24,447,624	\$101,698,592	NA
Water Resource Development - Projects (Table 2)	\$5,021,000	\$23,021,000	52.29
Water Supply Development - Projects (Table 3-h)	\$93,240,121	\$377,988,740	29.42
Totals	\$122,708,745	\$502,708,332	81.71

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 of 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 FY2026, the District has established and continues to monitor 207 adopted MFLs and has scheduled the establishment or revaluation of 26 MFLs through FY2028. 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), led by the DEP, provide technical direction for restoring impaired waters by achieving pollutant reductions established by 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. Consistent with section 373.036, F.S., and in a manner directed by the DEP and coordinated with all five water management Districts, this Appendix A of the Work Program provides a five-year funding outlook for projects that are BMAP related and include District funding. The District budgeted for thirteen 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)
- Three Sisters Education Campaign (W466)

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)
- NW Hernando Septic to Sewer Feasibility Study (Q419)

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)
- NW Hernando Septic to Sewer Feasibility Study (Q419)

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. Project details are available in the Work Program BMAP spreadsheet available online at:

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

Table A-1. Projects for Implementing BMAPs.

BMAPs Projects	Prior Funding	FY2026 Funding	FY2027 Funding	FY2028 Funding	FY2029 Funding	FY2030 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)	\$15,660,800	\$0	\$0	\$0	\$0	\$0	\$18,131,600	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
Three Sisters Education Campaign (W466)	Annual Request	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District

Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District
Submerged Aquatic Vegetation Mapping (WS01)	Annual Request	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	Annual Request	District
NW Hernando Septic to Sewer Feas. Study (Q149)	\$0	\$75,000	\$0	\$0	\$0	\$0	\$150,000	District, Hernando County
Totals	\$33,009,701	\$365,000	\$2,290,000	\$290,000	\$290,000	\$290,000	\$43,055,201	

CONSENT AGENDA

September 23, 2025

Resource Management Committee: FARMS – Windmill Farms Nurseries, Inc. – Phase 3 – H838 (Hardee County)

Purpose

To request approval for a Facilitating Agricultural Resource Management Systems (FARMS) project with Windmill Farms Nurseries, Inc. and approval to reimburse FARMS eligible costs up to a not-to-exceed limit of \$46,240 (50 percent of total project costs). The District funding is requested from the Governing Board FARMS Fund. Total project costs are estimated at \$92,480.

Project Proposal

The District received a project proposal from Windmill Farms Nurseries, Inc. for their 115-acre property located five miles west of Sebring in eastern Hardee County, within the Southern Water Use Caution Area (SWUCA). The proposal is for an alternative water supply project and will involve the utilization of an existing 1.2-acre reservoir to collect tailwater and surface water from the property and surrounding watershed to offset Upper Floridan aquifer groundwater used for the irrigation and cold protection of 30 acres of container nursery. This portion of the property is permitted to use 140,300 gallons per day (gpd) for supplemental irrigation. The Water Use Permit (WUP) for the entire property authorizes annual average groundwater withdrawals of 304,900 gpd. The Phase 3 FARMS project components consist of an improved filtration and chlorination system for the larger pump included with the Phase 1 project. This will enable the larger pump on the northern reservoir to be used for supplemental irrigation and not just for cold protection as originally designed in the Phase 1 project, explained below.

In October 2010, the Governing Board approved a Phase 1 FARMS project with Windmill Farms Nurseries, Inc. to install two surface water pump stations, pump automation, mainline pipe and valves to tie a 1.2-acre reservoir to a 30-acre section of the property. Construction was completed on the Phase 1 project in October 2011 and was estimated to reduce groundwater use by 98,000 gpd. The estimated groundwater reduction for this project was divided between the two pumps. The smaller pump would reduce groundwater used for supplemental irrigation with an estimated offset of 14,000 gpd. Actual offset from this smaller pump has averaged 59,764 gpd. The larger pump was estimated to reduce groundwater used for cold protection by 84,000 gpd. Actual offset from the larger pump has averaged 15,735 gpd, primarily due to a reduced need for cold protection.

In June 2015, the Governing Board approved a Phase 2 FARMS project with Windmill Farms Nurseries, Inc. to install one surface water pump station, pump automation, mainline pipe, and valves to tie a 2.1-acre reservoir, located in the southern portion of the property, to a 13-acre section of the property. This phase was estimated to reduce groundwater use by 43,000 gpd. Construction was completed on the Phase 2 project in August 2017 and has averaged actual groundwater reduction by 80,323 gpd.

Benefits/Costs

The proposed project involves water quantity best management practices for irrigation and qualifies for 50 percent cost-share reimbursement under the FARMS Program. This project is expected to increase the groundwater offset for supplemental irrigation to 60% of permitted quantities or an additional 71,000 gpd. The large pump will continue to be used for cold protection in addition to providing increased supplemental irrigation quantities. Based on this estimated groundwater offset, and a proposed five-year

contract term, the cost per thousand gallons of water saved is \$0.78. This value is within the guidelines for the generally accepted average cost savings per thousand gallons for the implementation of alternative water supplies for container nursery operations. Reimbursement will be from the Governing Board FARMS Fund. Upon approval of the project presented at this meeting, the Governing Board will have \$1,343,570 remaining in its FARMS Program budget.

Strategic Plan

This project supports the District's Strategic Plan Water Supply Alternative Water Supplies Strategic Initiative and the Heartland Planning Region – SWUCA Recovery Regional Priorities and Objectives.

Exhibits

Exhibit 1 – Location Map

Staff Recommendation:

1. Approve the Windmill Farms Nurseries, Inc. – Phase 3 project for a not-to-exceed project reimbursement of \$46,240 provided by the Governing Board;
2. Authorize the transfer of \$46,240 from fund 010 H017 Governing Board FARMS Fund to the H838 Windmill Farms Nurseries, Inc. – Phase 3 project fund;
3. Authorize the Division Director to sign the agreement.

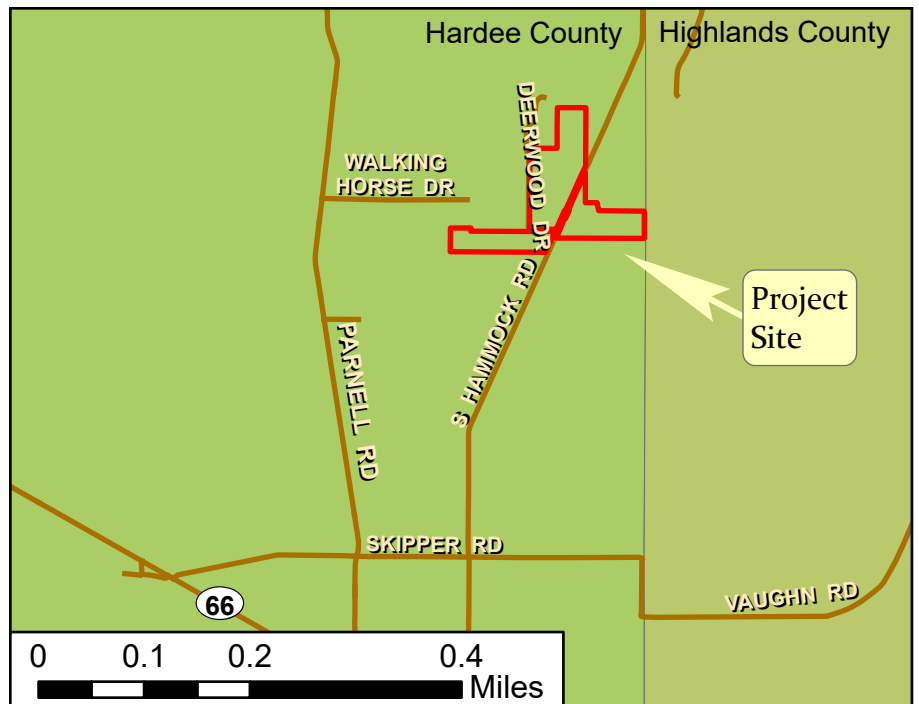
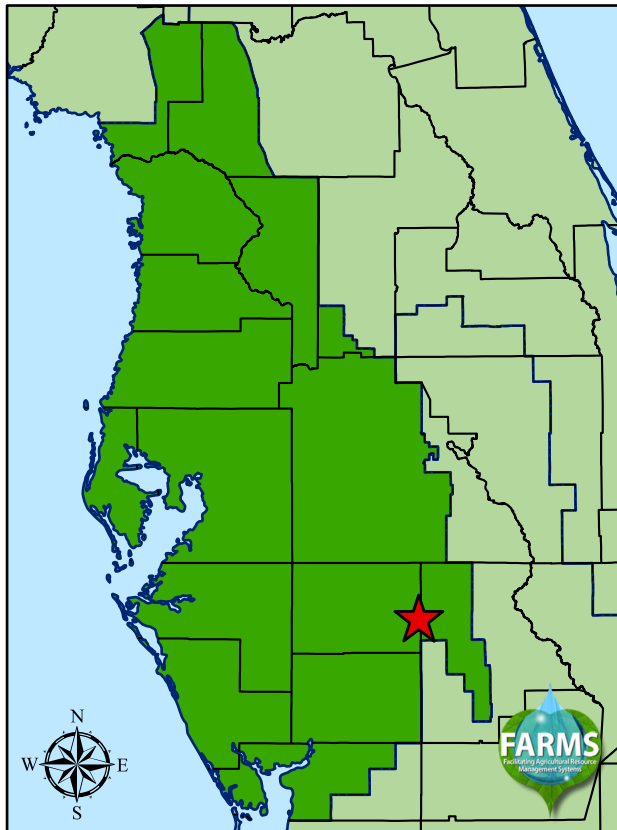
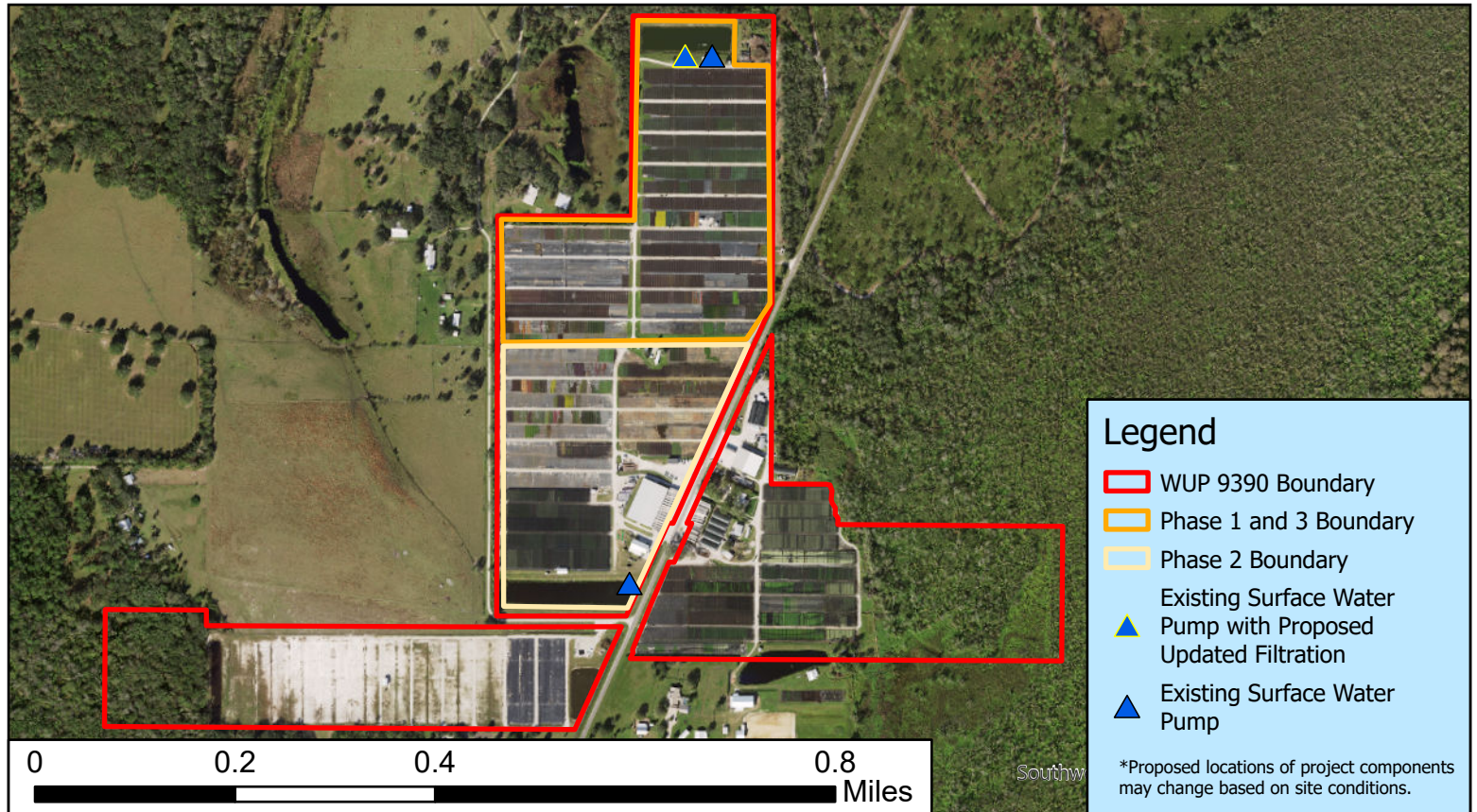
Presenter:

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

Location Map

Windmill Farms Nurseries, Inc. - Phase 3

FARMS Project H838



CONSENT AGENDA**September 23, 2025****Resource Management Committee: Approve the Coastal Zone 5 Watershed Management Plan Floodplain Information for Regulatory Use and to Update Flood Insurance Rate Maps in Pinellas County (Q149)***Purpose*

Request the Board's approval to use the Coastal Zone 5 Watershed Management Plan (WMP) floodplain information for regulatory purposes and to update Flood Insurance Rate Maps (FIRMs) in Pinellas County (County). The WMP evaluates the capacity of the watershed to achieve flood protection primarily through computer modeling. The watershed model and floodplain information have gone through the District's process that includes internal review and external peer review by experienced licensed professional engineers. The WMP floodplain information serves as the basis for updating the FIRMs for the Federal Emergency Management Agency (FEMA). The County may coordinate with FEMA to produce the preliminary FIRMs at a future date. This coordination may include additional public meetings to present the preliminary floodplain information, provide an opportunity for additional comments, and incorporate this information into FEMA's mapping specifications.

Background/History

Flood protection and floodplain information have been a priority at the District since the inception of the organization. To improve the floodplain information, the District has partnered with local governments for the past two decades to develop regional scale flood routing models to identify flood prone areas, improve local government's understanding of their flood protection level of service, and plan for implementation projects to reduce flood risk. Since November 2008, District staff have obtained Governing Board approval to use WMP floodplain information for updating FIRMs for 106 watersheds throughout the District. Implementing the Environmental Resource Permitting (ERP) program using WMP floodplain information to maintain current levels of flood protection is identified as a strategic initiative in the District's Strategic Plan 2025-2029. Upon the Governing Board's approval, WMP floodplain information for these watersheds is typically used as best information available by the ERP program.

Floodplain information for the Coastal Zone 5 watershed was prepared by a County hired consultant Jones Edmunds, Engineering Firm of Record, reviewed by District and County staff, and then reviewed by the County's independent peer review consultant, Singhofen-Halff. Floodplain information for the watershed was presented for public review and comment through a virtual public outreach in May 2025. During the outreach period, the County received approximately 93 public comments. This data was used to make model refinements where appropriate. The watershed model and preliminary floodplain data reasonably reflect recent significant storm events and currently represent the most accurate floodplain information available for the watershed.

Strategic Plan

This Watershed Management Plan supports the District's Strategic Plan Flood Protection Strategic Initiative.

Exhibits

None.

Staff Recommendation:

Approve use of the Coastal Zone 5 Watershed Management Plan floodplain information for best information available by the District ERP program and to update Flood Insurance Rate Maps in Pinellas County.

Presenter:

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

CONSENT AGENDA

September 23, 2025

Operations, Lands and Resource Monitoring Committee: Residential Security Lease Agreement for Green Swamp West – SWF Parcel No. 19-706-119X (Pasco County)

Purpose

The purpose of this item is to request the Governing Board approve and execute a three-year Residential Security Lease Agreement (Agreement) between the District and Pasco Sheriff's Officer Kevin Phillips (Officer Phillips). The Agreement is for Green Swamp West Tract (GSW Tract). Officer Phillips will provide the District with a security presence and patrol hours for the GSW Tract in exchange for use of the residence. A Location Map, Site Map, and the Agreement are included as Exhibits 1, 2, and 3 respectively.

Background/History

The District is responsible for resource protection on approximately 265,000 acres of conservation and project land. The Governing Board's Land Use and Management Policy directs staff to utilize multiple approaches in the protection of District conservation lands, and one approach is to provide a security presence on District conservation lands through lease agreements with security officers. Where appropriate, the District provides housing opportunities at existing locations for sworn law enforcement officers. The housing opportunities include residences that were acquired as part of past land transactions. Officer Phillips will provide the District with an average of 30 hours per month of off-duty security services and a monthly report of patrol activities.

Benefits/Costs

Live-on officers serve as a cost efficiency to prevent vandalism and as a safety efficiency to enforce District rules and deter and report criminal activity. Officer Phillips will serve as an asset to the District by reporting fence cuts and vandalism, answering calls for service, and ensuring the safety of the campgrounds at GSW Tract.

Deliverables

The District and Officer Phillips are responsible for certain maintenance items as outlined in the Agreement. Officer Phillips will submit a schedule to the District on the first day of each month that identifies the days and hours to be worked during the month and will maintain insurance coverage as outlined in the Agreement.

Strategic Plan

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

Exhibits

Exhibit 1 – Location Map

Exhibit 2 – Site Map

Exhibit 3 – Residential Security Lease Agreement

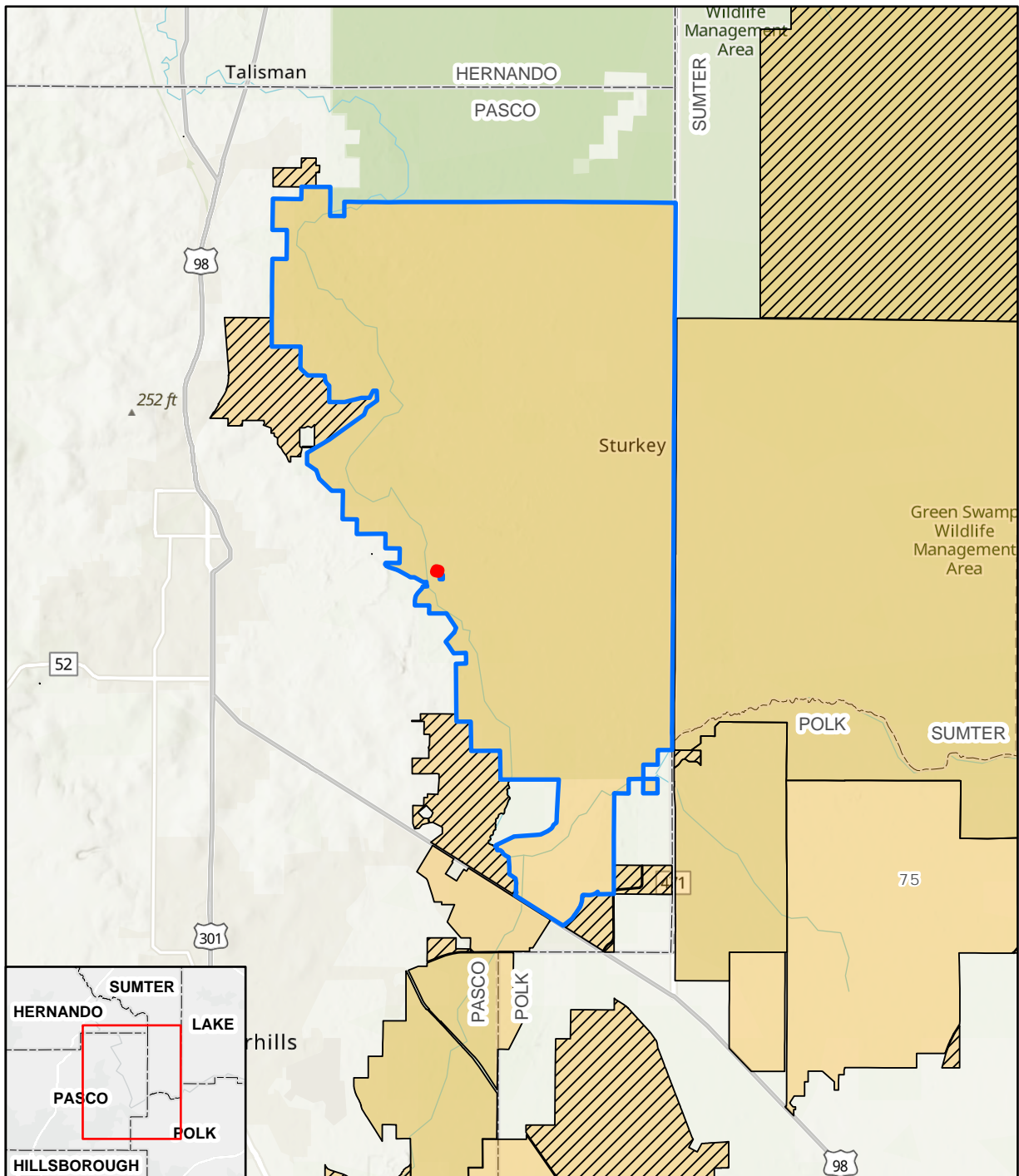
Staff Recommendation:

- Approve the Residential Security Lease Agreement Between the Southwest Florida Water Management District and Officer Phillips; and
- Authorize the Governing Board Chair to execute the Agreement on behalf of the District; and
- Authorize staff to make minor changes or corrections to conform documents or correct scrivener's 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.

Presenter:

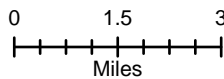
Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1- Location Map
Green Swamp Wilderness Preserve - West Tract
Residential Security Lease Agreement, SWF# 19-706-119X



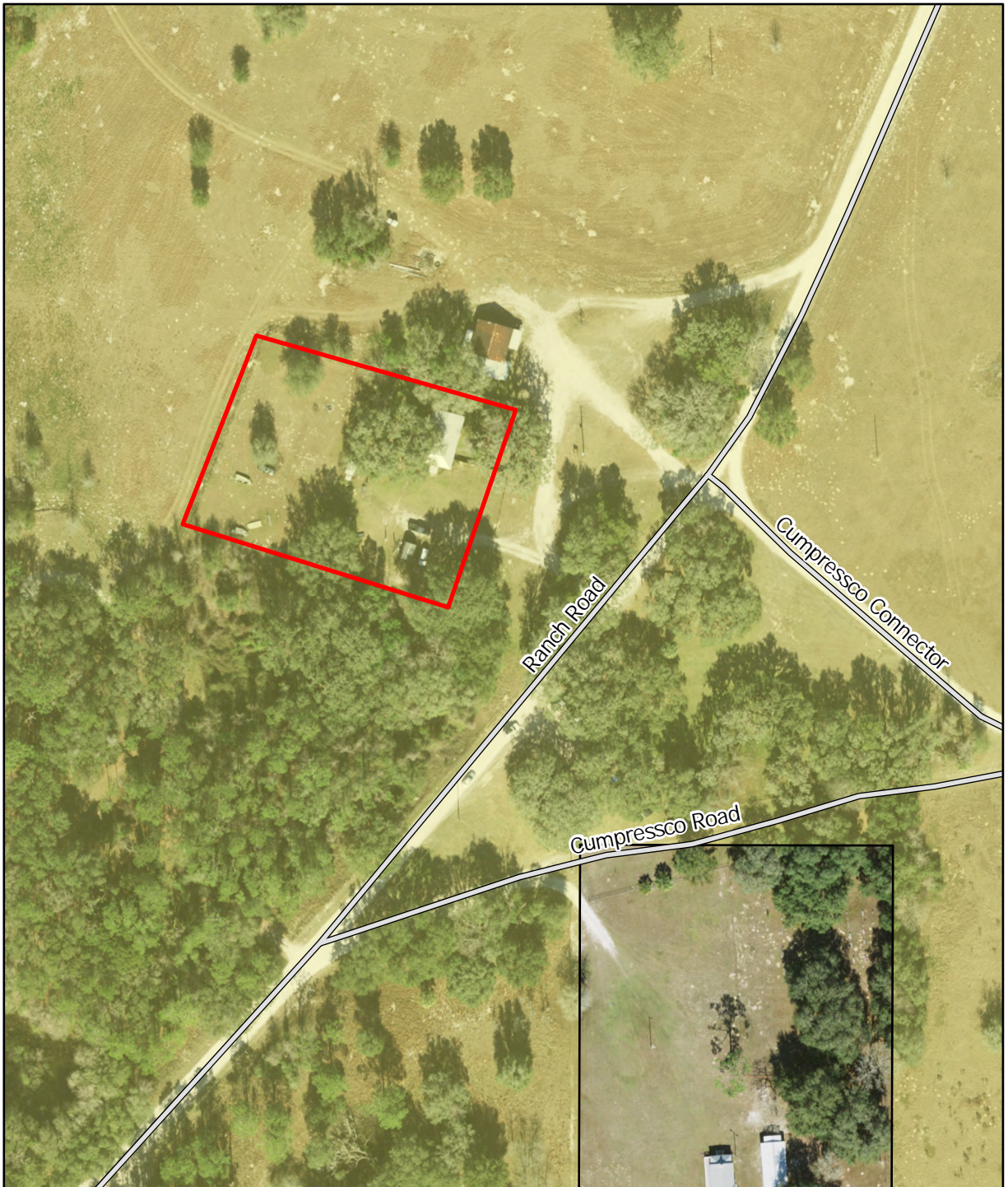
Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- Resident Security Lease (SWF# 19-706-119X)
- Green Swamp Wilderness Preserve - West Tract
- District Owned Lands Fee Simple
- District Owned Land Easements



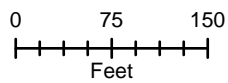
Southwest Florida
 Water Management District

Exhibit 2- Site Map
Green Swamp Wilderness Preserve - West Tract
Residential Security Lease Agreement, SWF# 19-706-119X



Southwest Florida Water Management District

- Resident Security Lease (SWF# 19-706-119X)
- District Owned Lands Fee Simple



**LEASE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
KEVIN PHILLIPS**

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

WITNESSETH:

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

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

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

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

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

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

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

Project Manager for the DISTRICT: Real Estate Services Manager
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

OFFICER: Kevin Phillips
13347 Ranch Road
Dade City, Florida 33525

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

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

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

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

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

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

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

16. **RESIDENCE.**

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

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

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

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

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

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

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

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

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

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

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

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

21. **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Corporate Seal)

By: _____
John R. Mitten, Chairman

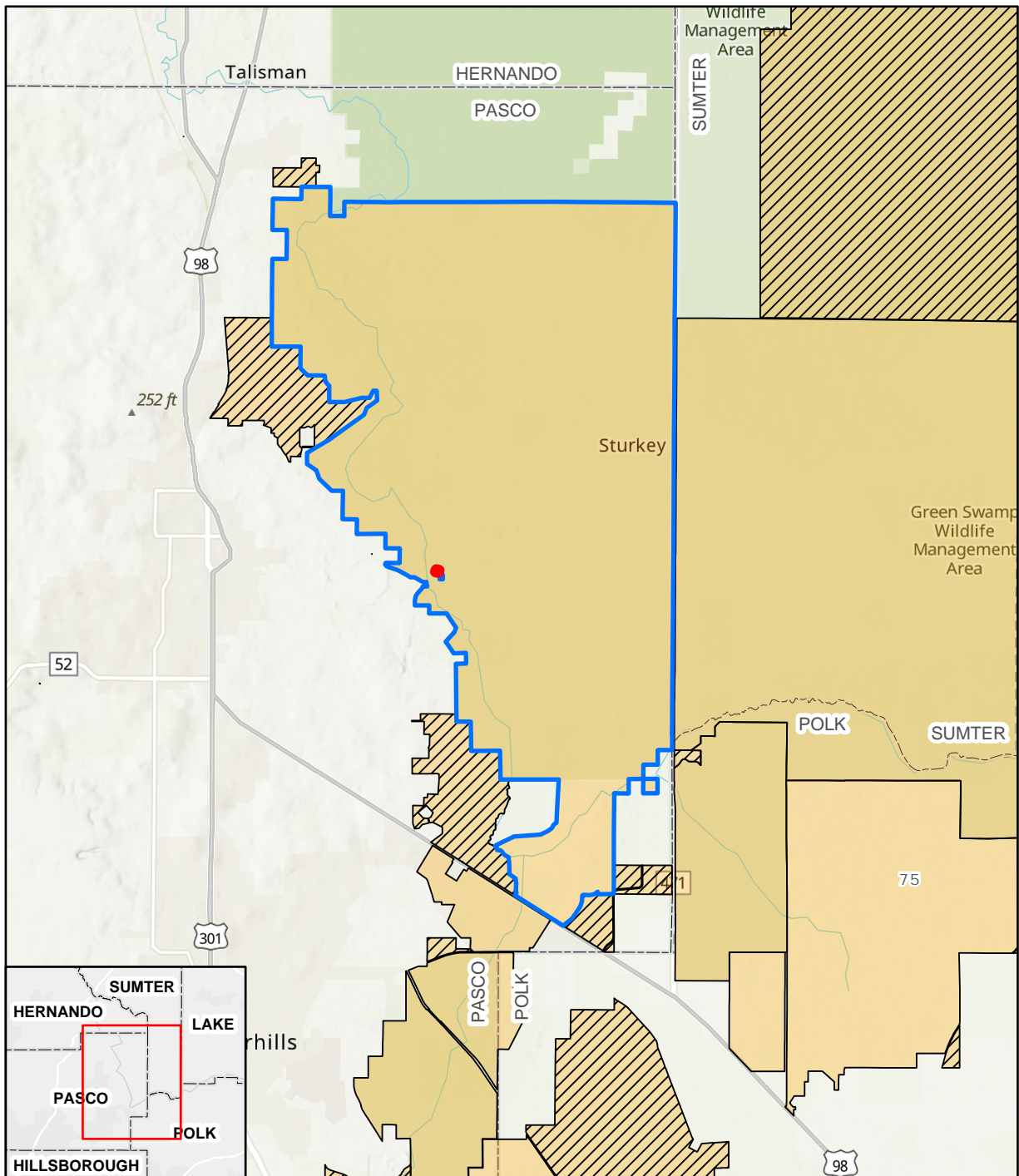
ATTEST:

By: _____
Ashley Bell Barnett, Secretary

OFFICER

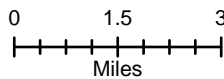
By: _____
Kevin Phillips Date

Exhibit A
Green Swamp Wilderness Preserve - West Tract
Resident Security Lease, SWF# 19-706-119X Location Map



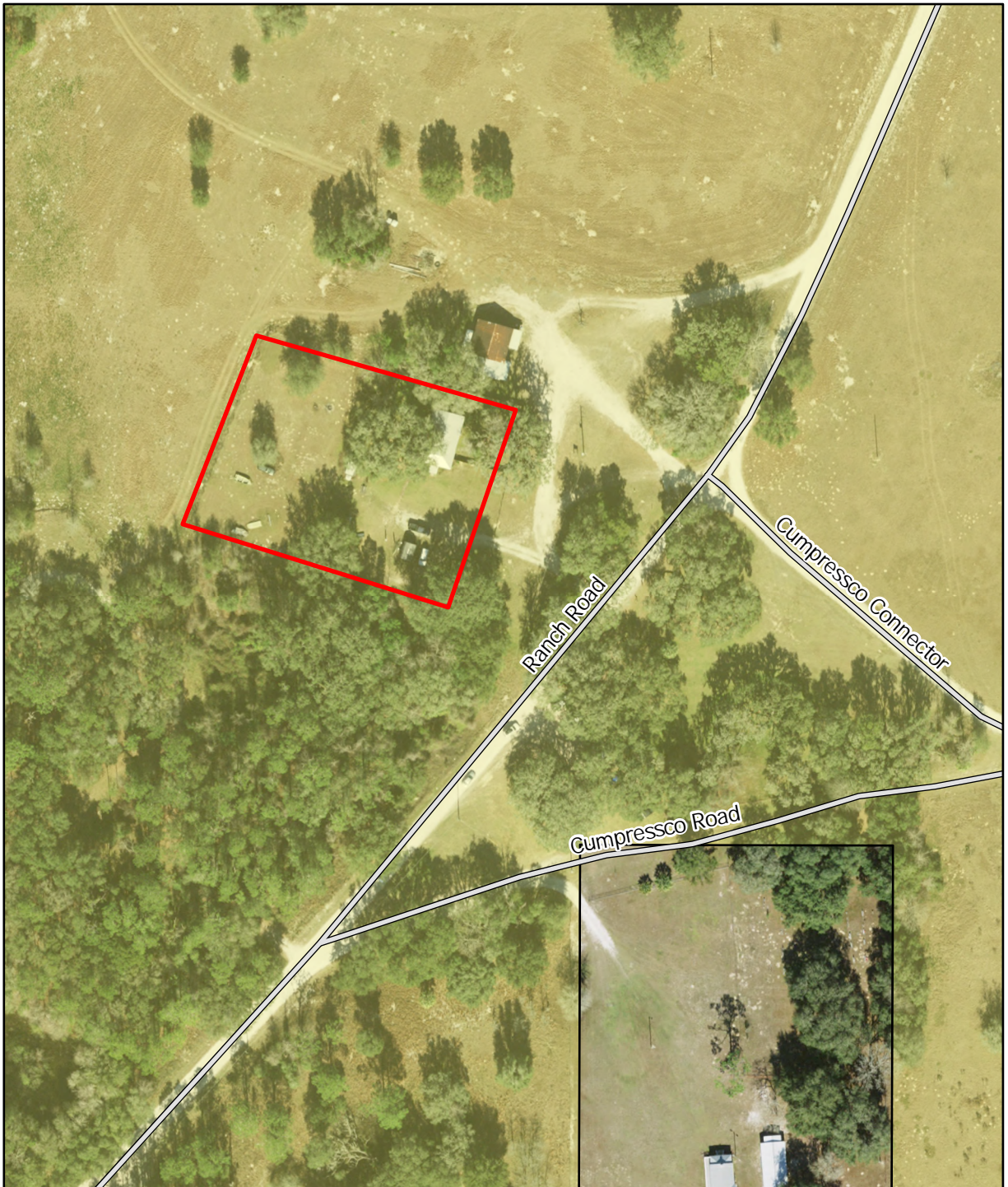
Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- Resident Security Lease (SWF# 19-706-119X)
- Green Swamp Wilderness Preserve - West Tract
- District Owned Lands Fee Simple
- District Owned Land Easements



Southwest Florida
 Water Management District

Exhibit B
Green Swamp Wilderness Preserve - West Tract
Resident Security Lease, SWF# 19-706-119X Site Map



Southwest Florida Water Management District

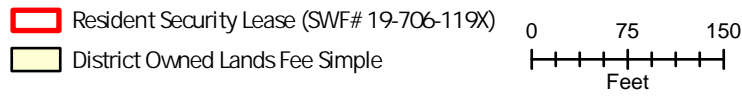


EXHIBIT C

SCOPE OF SECURITY SERVICES

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

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

EXHIBIT D

CHAPTER 40D-9 DISTRICT LAND USE RULES

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

40D-9.021 Definitions.

When used in this part:

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

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animals for use on District Lands.

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

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

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

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

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

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

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

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

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

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

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

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

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

40D-9.101 Recreational Land Use Policy.

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

40D-9.110 Scope and Applicability.

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

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

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

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

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

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

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

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

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

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

40D-9.120 Commercial Recreational Activities.

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

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

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

40D-9.130 Recreational Fishing.

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

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

40D-9.131 Commercial Fishing.

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

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

40D-9.140 Hiking.

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

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

40D-9.150 Equine Activities.

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

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

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

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

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

40D-9.160 Bicycling.

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

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

40D-9.170 Hunting.

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

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

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

40D-9.171 Trapping.

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

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

40D-9.180 Swimming.

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

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

40D-9.181 Underwater Diving.

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

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

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

40D-9.182 Swings, Diving, and Jumping.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40D-9.210 Disposal or Discharge of Waste.

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

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

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

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

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

40D-9.230 Potentially Dangerous Equipment.

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

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

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

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

40D-9.231 Fireworks and Explosives.

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

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

40D-9.240 Posting or Distributing Bills.

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

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

40D-9.250 Fires.

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

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

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

40D-9.260 Camping.

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

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

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

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

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

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

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

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

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

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

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

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

40D-9.280 Unauthorized Facilities or Structures.

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

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

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

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

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

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

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

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

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

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

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

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

40D-9.300 Trespass After Notice.

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

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40D-9.310 Penalties.

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

40D-9.311 Penalties.

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

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

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

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

40D-9.320 Conflicting Rules.

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

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

40D-9.330 Special Use Authorization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Submit request by email to:

Land@swfwmd.state.fl.us, or by mail to:

Southwest Florida Water Management District

Operations and Land Management Bureau

2379 Broad Street

Brooksville, FL 34604-6899

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

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

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

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

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

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

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

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

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

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OFFICERS NAME: _____

PATROLLING PERIOD: _____

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

COMMENTS, NOTES, OBSERVATIONS:

[illegible]

I hereby certify and affirm that the hours worked are accurate and were necessary in the performance of my enforcement activities in conformance with the terms and conditions entered into with the District.

Verified

OFFICERS SIGNATURE _____ DATE _____

PROJECT MANAGER _____ DATE _____

CONSENT AGENDA

September 23, 2025

Operations, Lands and Resource Monitoring Committee: Intergovernmental Agreement – Withlacoochee State Forest – SWF Parcel No. 15-347-130X, 19-707-110X (Hernando and Citrus Counties)

Purpose

The purpose of this item is to request Governing Board approval of an Intergovernmental Agreement (Agreement) between the Southwest Florida Water Management District (District) and the Florida Forest Service (FFS) for the natural resource and recreation management on the Two Mile Prairie-Tsala Apopka Connector Project, and Chassahowitzka River and Coastal Swamps Project (Properties). A Location Map, Site Map, and the Agreement are attached hereto as Exhibit 1, Exhibit 2, and Exhibit 3 respectively.

Background/History

The Properties within the Agreement consist of approximately 6,388 acres. The parcels, consisting of 677 acres, within the Two Mile Prairie-Tsala Apopka Connector Project were acquired between 2000 and 2023, using the Water Management Lands Trust (Save Our Rivers) and Florida Forever Funds. The parcels, consisting of 5,711 acres, within Chassahowitzka River and Coastal Swamps Project were acquired between 1990-1997 using the Water Management Lands Trust (Save Our Rivers) Fund as well as donations.

The FFS currently manages certain real property known as the Withlacoochee State Forest that is contiguous with parts of or all of the Properties. Both the District and the FFS mutually consent to enter into the Agreement for the management of natural resources and recreation of the Properties to gain efficiencies for both agencies.

The management of the Properties will be consistent with the FFS Land Management Plan (LMP) for the Withlacoochee State Forest. The FFS is currently updating the 10-year LMP for the Withlacoochee State Forest and will execute the Agreement prior to completion of the LMP. This will create an efficiency for management and eliminate the need for FFS to amend the LMP at a later time. In the future, should additional parcels be acquired by the District, this Agreement contains a provision allowing them to be incorporated into this Agreement by a written amendment. The term of this Agreement is for a period of 20 years and shall automatically renew in 20-year increments unless terminated.

Benefits/Costs

The FFS will manage all aspects of natural resource and recreation on the Properties for the enjoyment of the public and provide resource protection to preserve and protect water resources. The FFS is responsible for all associated management costs.

Deliverables

The District must be notified in writing regarding any proposals for construction or improvement plans on the Properties. Amendments to the LMP may be proposed, but any amendments to the LMP with respect to the Properties must be approved by the District in writing.

Strategic Plan

This item supports the District's Strategic Initiative regarding Natural Systems; Conservation, Restoration, and Management, in addition to the Core Business Process related to Land Management.

Exhibits

Exhibit 1 – Location Map

Exhibit 2 – Site Map

Exhibit 3 – Intergovernmental Agreement between FFS and SWFWMD

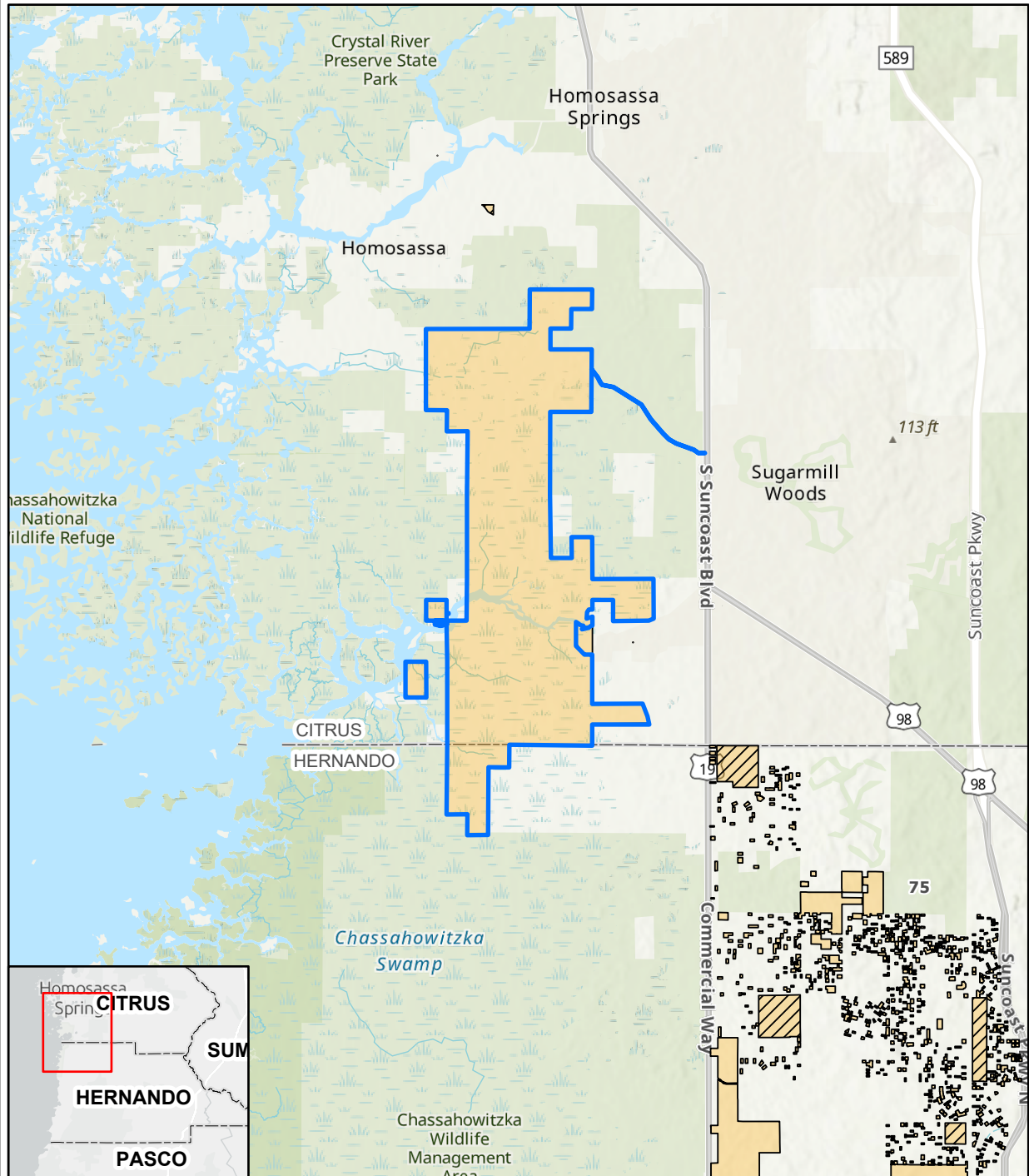
Staff Recommendation:

- Approve the Intergovernmental Agreement Between the Southwest Florida Water Management District and the Florida Forest Service for the Management of Natural Resources and Recreation on the Two Mile Prairie-Tsala Apopka Connector Project, and Chassahowitzka River and Coastal Swamps Project; and
- Authorize the Governing Board Chair to execute the Intergovernmental Agreement on behalf of the District; and
- Authorize staff to make minor changes or corrections to conform documents or correct scrivener's 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.

Presenter:

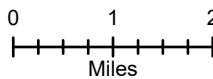
Ellen Morrison, Bureau Chief, Land Resources Bureau

Exhibit 1 **Chassahowitzka River And Coastal Swamps - SWF# 15-347-130X** **Location Map**



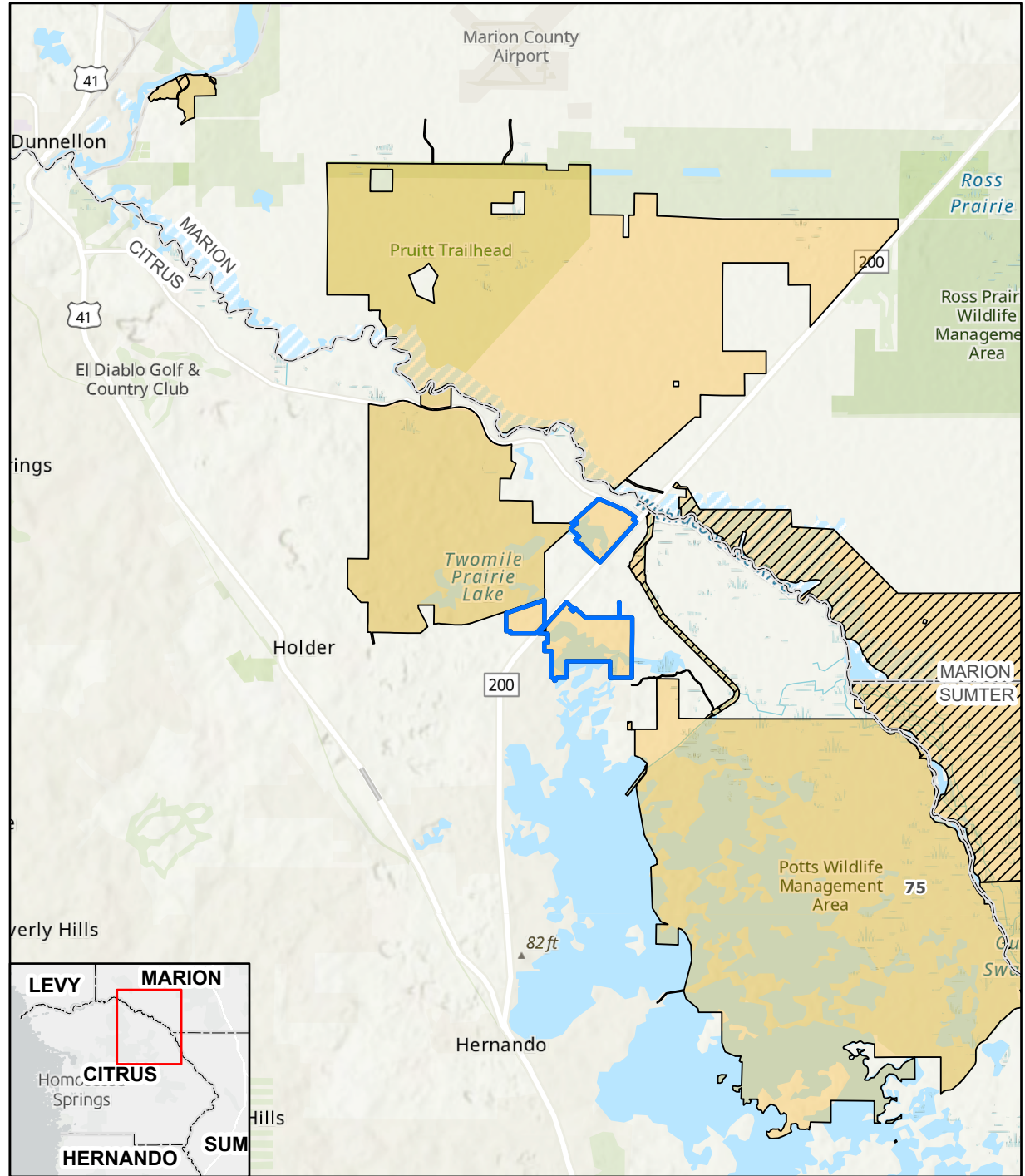
Citrus County GIS Division, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Esri, NASA, NGA, USGS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS

- SWF Parcel No. 15-347-130X
- District Owned Lands Fee Simple
- District Owned Land Easements



Southwest Florida
 Water Management District

Exhibit 1 Two Mile Prairie/Tsala Apopka Connector - SWF# 19-707-110X Location Map



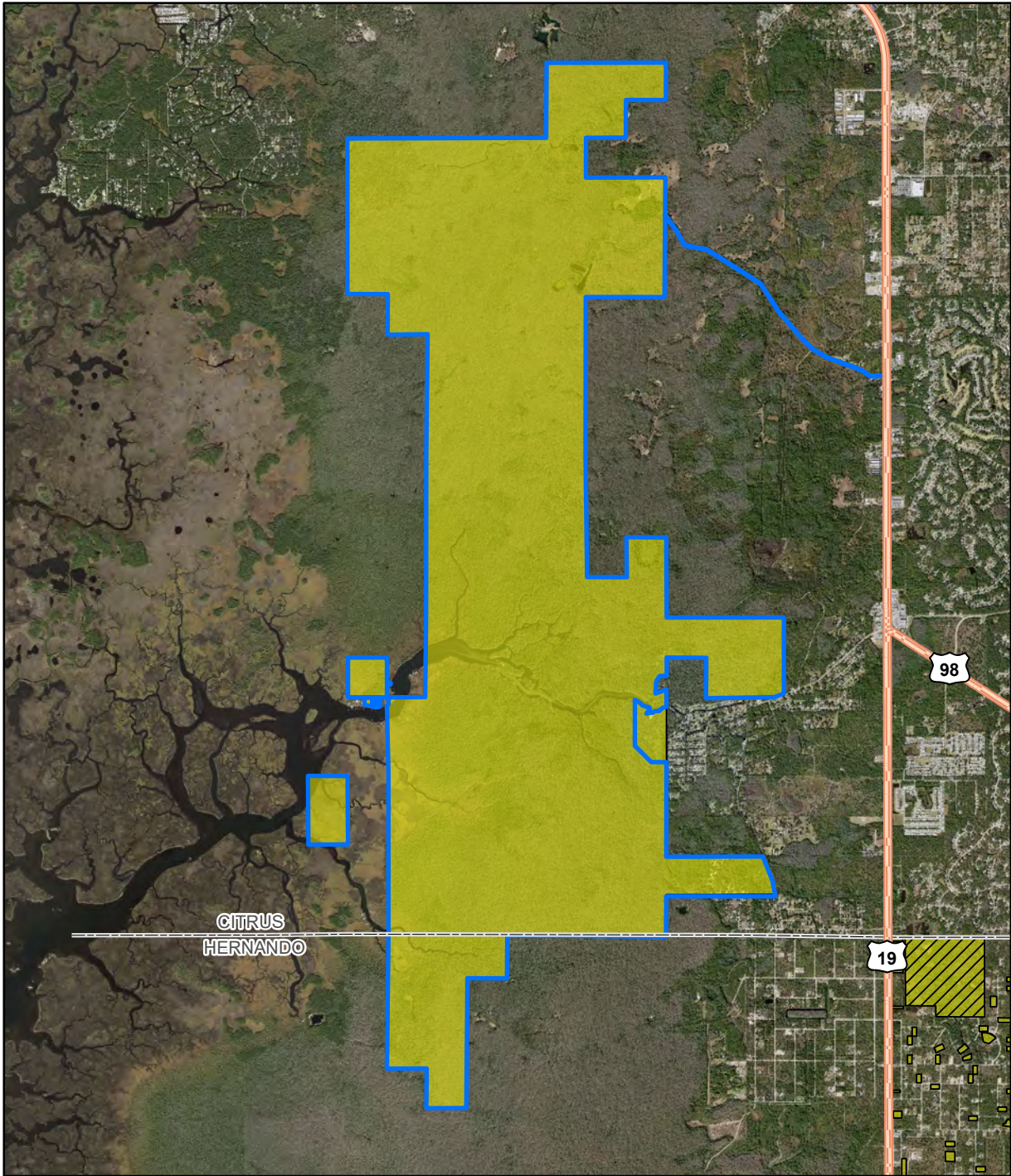
Esri, NASA, NGA, USGS, Citrus County GIS Division, Marion County Property Appraiser, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Citrus County GIS Division, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS

- SWF Parcel No. 19-707-110X
- District Owned Lands Fee Simple
- District Owned Land Easements






Southwest Florida
Water Management District

Exhibit 2
Chassahowitzka River And Coastal Swamps - SWF# 15-347-130X
Site Map



Southwest Florida Water Management District

-  SWF Parcel No. 15-347-130X
-  District Owned Lands Fee Simple
-  District Owned Land Easements

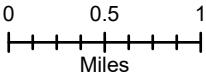
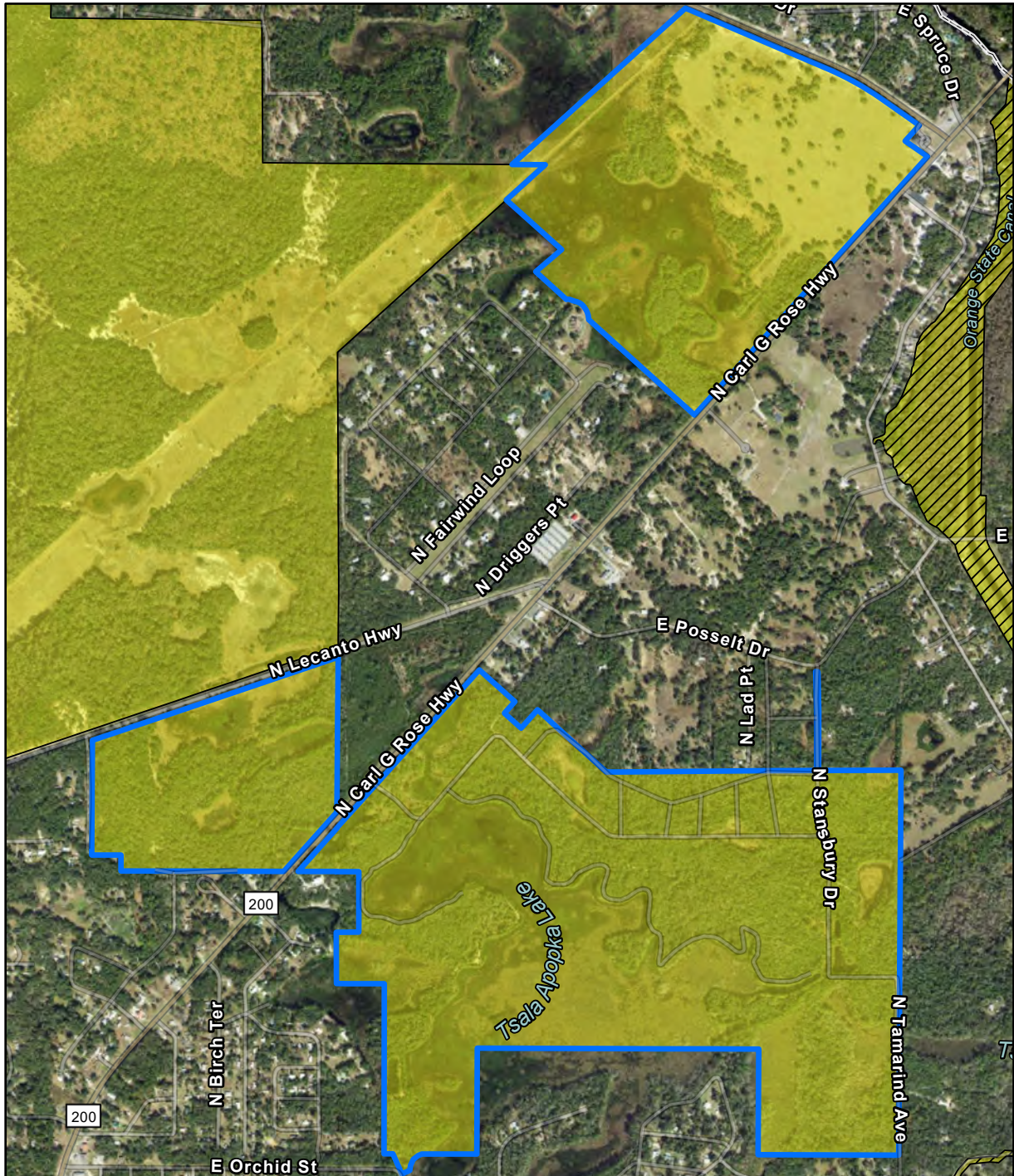


Exhibit 2 Two Mile Prairie/Tsala Apopka Connector - SWF# 19-707-110X Site Map



State of Florida, Maxar, Esri Community Maps Contributors, Citrus County GIS Division, Marion County Property Appraiser, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- SWF Parcel No. 19-707-110X
- District Owned Land Easements
- District Owned Lands Fee Simple

0 750 1,500
Feet



Southwest Florida
Water Management District

INTERGOVERNMENTAL AGREEMENT
Between
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
And
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
FLORIDA FOREST SERVICE,
For
WITHLACOOCHEE STATE FOREST

THIS INTERGOVERNMENTAL AGREEMENT (Agreement) is made this _____ day of _____, 2025 (Effective Date), between the Southwest Florida Water Management District, a public body existing under Chapter 373, Florida Statutes, whose mailing address is 2379 Broad Street, Brooksville, FL 34604 (the District) and the Florida Department of Agriculture and Consumer Services, Florida Forest Service (Service), a public body of the State of Florida, whose mailing address is 3125 Conner Blvd., Tallahassee, Florida 32399-1650 (Service).

RECITALS

WHEREAS, The District owns in fee certain lands located in Hernando and Citrus Counties, Florida, known as the “Two Mile Prairie-Tsala Apopka Connector Project” and “Chassahowitzka River and Coastal Swamps Project” (hereinafter, the Properties). These Properties are more fully described in Exhibits A, B, C, and D, attached hereto and incorporated by reference.

WHEREAS, The Service currently manages certain real property known as Withlacoochee State Forest that is contiguous with parts of or all of the Properties.

WHEREAS, The Service and the District desire to enter into this Agreement to provide for management of the Properties by the Service in accordance with the terms of this Agreement and the Service’s Land Management Plan (LMP) for the Withlacoochee State Forest.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. The Recitals above and the exhibits attached hereto form a material part of this Agreement, are true and correct, and are incorporated herein by reference.
2. The parties agree that the Properties will be managed by the Service in accordance with the terms and conditions stated herein. During the term of this Agreement, the Service shall act as the lead manager for the Properties and shall provide for the conservation, protection, multiple-use management, and enhancement of natural and cultural resources on the Properties and for compatible public recreation within the Properties consistent with this Agreement and the LMP for the Withlacoochee State Forest.
3. The Effective Date of this Agreement is the date when the last of the parties has executed this Agreement and that date shall be inserted in the introductory paragraph above. The term of

this Agreement is for a period of twenty (20) years, commencing on the Effective Date. This Agreement shall thereafter automatically renew in twenty (20) year increments, unless terminated as provided herein.

4. If additional parcels are acquired by the District, each such additional parcel may be incorporated into this Agreement by a written amendment to this Agreement executed by both parties. The Service may name properties consistent with Section 589.19, Florida Statutes (F.S.), and reserves the right to establish or change the name, as necessary, excluding name(s) that were specifically assigned by the District Governing Board.

5. There is an existing Land Management Plan (LMP) dated February 13, 2015, that has been implemented for the Withlacoochee State Forest. The Properties and any additional parcels added to this Agreement shall be included in the next revision of the LMP. The LMP shall be updated every ten years in accordance with Chapters 253 and 373, F.S. Updates will be prepared and submitted to the District for review and approval prior to submission to the Board of Trustees. If the District does not provide comments within (sixty) 60 days of receipt of the updated LMP, the LMP shall be deemed approved by the District. The LMP shall provide the basic guidance for all management activities. The District's approval shall not be unreasonably withheld. Essential site management shall be defined as security, resource protection, public access and recreational use, habitat management and enhancement, exotics control and removal, and land use control as listed in the current adopted management plan. All references to the LMP shall mean the LMP as approved by the Board of Trustees of the Internal Improvement Trust Fund (Trustees). The LMP format and content shall comply with the applicable Florida Statutes (F.S.), including Chapters 253 and 259, F.S., and all applicable provisions of the Florida Administrative Code (F.A.C.), including Rule 18-2, F.A.C. The Service may propose amendments to the LMP with respect to the Properties, but such proposed amendments shall not be incorporated into the LMP until the District provides the Service with the District's written concurrence.

6. In accordance with this Agreement and the LMP for the Withlacoochee State Forest, the Service shall: (i) coordinate and oversee all activities on the Properties; (ii) implement the approved LMP to meet the goals and objectives described therein; (iii) initiate appropriate management programs to meet the intent of the terms and conditions stated herein; (iv) coordinate and monitor all management activities undertaken by others; and (v) provide permanent staff for management of the Properties on a day-to-day basis. Resident facilities deemed necessary by both parties to implement the provisions of this Agreement and the LMP will be allowed.

7. The Service shall bear, at its sole expense, the planning, development, construction, operation, and maintenance of any recreational facility, the personnel and resources necessary to monitor and protect the Properties, and ensure the safety of the public.

8. All structures, improvements and facilities placed upon the Properties by the Service shall be identified in the LMP. The District shall not be liable for any damage to said structures, improvements, and facilities. During the term of this Agreement, all structures, and facilities placed upon the Properties shall remain the property of the Service.

9. The Service, at its sole cost and expense, shall obtain or renew any permits that may be

required by any federal, state, regional, municipal, or other governmental entity, including those of the District. The District shall cooperate with the Service with respect to the application for or renewal of any such permits.

10. Any use or development of the Properties shall be subject to the following minimum conditions and guidelines:

a. The function and condition of the Properties with respect to the management of water and other natural resources, water supply, and the conservation and protection of water resources shall be maintained in its present condition or enhanced as set forth in the LMP.

b. The Properties shall be managed for multiple uses, including forest and habitat management, public resource-based recreational purposes, including, but not limited to: hiking, wildlife viewing, picnicking, nature study, jogging, equestrian activities, hunting, camping, and other related resource-based outdoor activities as set forth in the LMP.

c. The development of recreational facilities on the Properties shall be restricted to those that facilitate access for the resource-based recreational user, as set forth in the LMP. Recreational use of all off-road motorized vehicles, tracked vehicles, and unmanned aerial vehicles (drones) is specifically prohibited unless they are used for the management of the Properties. All recreational uses and other activities on the Properties shall be consistent with, and shall not be allowed to impede or degrade, the water management and related land resources purposes for which the Properties were acquired by the District pursuant to Chapter 373, F.S. At least thirty (30) days prior to any construction of pre-approved improvements on the Properties, the Service will notify the District in writing of the proposed construction and will provide one set of draft construction plans to the District for review and approval to proceed with construction. The District's review and approval of the draft construction plans will be limited to the proposed location, use, aesthetics, and consistency with the overall management objectives of the Properties as stated herein, and does not constitute a representation or warranty that the District has verified the architectural, engineering, mechanical, electrical, or other components of the construction plans and documents, or that such plans and documents are in compliance with District rules and regulations or any other applicable rules, regulations, or laws.

d. Hunting opportunities may be developed by the Service. In such instances, hunting with dogs shall be prohibited. Exceptions may be made for hunting with bird dogs and retrievers or as determined by the Service in conjunction with the Florida Fish and Wildlife Conservation Commission (FWC). Establishment of hunting opportunities shall be as specified in the LMP. The Service has the authority to coordinate the hunt administration responsibilities with FWC. The Service may conduct Operation Outdoor Freedom activities as authorized by Section 589.19, F.S.

e. The Service shall manage feral hog populations in cooperation with FWC to minimize damage to the Properties.

f. The District reserves the right to conduct or engage in construction or additional

activities necessary for water management purposes on the Properties at the District's sole discretion, provided that such activities are consistent with the LMP and are appropriately permitted.

g. The Service may enter into agreements, including timber sales, feral hog control licenses, cattle agreements, and/or for third party use of the Properties as long as such activities are consistent with the LMP.

h. The Service may sub-lease or license the Properties for cattle grazing and timber sales as long as it is consistent with the LMP. Such lease or license shall provide that it is subordinate to the terms of this Agreement and that in the event this Agreement is terminated for any reason, said sub-lease or license shall also terminate at the option of the District. Grazing lessees or licensees shall be required to comply with current version of the Florida Department of Agriculture and Consumer Services Water Quality Best Management Practices (BMP) for Florida Cow/Calf Operations manual and Silviculture, which subject to change from time to time.

i. The Service may obtain permits for and construct facilities on the Properties for those operations related to wildfire or other natural disaster preparation or response, or for those directly related to the operation and maintenance of the Properties for Service operations, conservation, and public resource-based recreation purposes, as set forth in the LMP. The District may also permit and construct facilities for water management purposes at the expense of the District.

11. Resolution of any boundary discrepancy or dispute with respect to the Properties is the responsibility of the District.

12. Nothing contained herein or in the LMP shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of the District as it now or hereafter exists under applicable laws, rules, and regulations. The Service shall follow all Silvicultural BMPs in effect at the time of issuance of the permit.

13. Each party shall pay all lawful debts incurred by that party with respect to the Properties and shall satisfy all lawful and properly established liens of contractors, subcontractors, mechanics, laborers, and materialmen with respect to any construction, alteration, repair, or improvements in or on the Properties authorized by such party, its agents, employees, or contractors. Each party shall be responsible for its own legal costs and charges, including reasonable attorney's fees on appeal, in any suit involving any claim, lien, judgment or encumbrance suffered by that party as a result of the use or occupancy of the Properties or any part thereof by such party, its agents, or employees.

14. Neither party shall use or permit the Properties to be used at any time in violation of any environmental, sanitation, or public health, safety, or welfare law, ordinance, rule, or regulation of any governmental authority.

15. Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes, regarding archaeological and historical sites. The collection of

artifacts or the disturbance of archaeological and historical sites is prohibited unless prior authorization has been obtained from the State Division of Historical Resources.

16. The Service may enter into agreements with third parties to develop and implement the LMP or to subcontract day-to-day management responsibilities for the Properties to private consultants or contractors, and/or environmental, educational, or governmental organizations and agencies, consistent with the LMP. The Service shall comply with the applicable statutes and rules regarding entry into such third-party agreements and shall follow the applicable procedures for such agreements and bidding processes. Any such agreements necessary for routine maintenance or previously agreed upon minor improvement of the Properties shall require the District's written approval. After making any payments required by Section 589.08(2), F.S., the Service shall retain all revenue generated from the Properties for use in the management or improvement of the Properties. All private concessionaires or other entities shall be required to obtain from an insurance company licensed in the State of Florida and acceptable to the District liability or indemnity insurance providing for mutually acceptable minimum limits per person in any one claim, and aggregate limits for any number of persons or claims arising from any one incident and with respect to bodily injuries or death resulting therefrom, and for damage to property suffered or alleged to have been suffered by any person(s) resulting from operations under any agreement between the Service and its concessionaires or organizations. The Service shall ensure that the District is named as an additional insured for any such policies and shall provide the District copies of said insurance policies.

17. The Service has the right to manage the Properties in accordance with multiple-use activities and can harvest timber and/or miscellaneous forest products on the Properties in accordance with its BMPs for silviculture, consistent with the LMP.

18. The parties and any other governmental entities involved in management-related activities on the Properties shall, throughout the term of this Agreement, maintain in force a program of insurance or self-insurance covering their liabilities, as prescribed by Section 768.28, F.S. Nothing in this Agreement shall be construed as a waiver of any party's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S.. The District's liability is further limited by recreational use immunity to the extent set forth in Section 373.1395, F.S., and nothing contained in this Agreement shall be construed as a limitation upon the District's right to assert such immunity. It is the intention of the District and the Service that in the event the Service seeks to charge a fee for the use of the Properties, the District shall be entitled to recreational use immunity pursuant to Section 373.1395(3), F.S. In such an event, the Service, as a state agency, may assert any immunity it may have as to public recreational use of state lands under Florida law. This provision shall survive the termination of this Agreement.

~~19.~~ To the extent permitted by law and subject to the Service's sovereign immunity and the limits set forth in section 768.28, Florida Statutes, the Service agrees to indemnify and hold harmless the District, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Service, or anyone for whose acts or omissions the Service may be liable as a result of this Agreement. To the extent permitted by law, the District agrees to indemnify and hold

harmless the Service, its agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the District, or anyone for whose acts or omissions the District may be liable as a result of this Agreement. This provision shall survive the termination of this Agreement.

20. Should any taxes accrue against the Properties as a result of any agreement by the Service with a third party, the Service shall pay or shall have the third party pay any such taxes in full.

21. Either party may terminate this Agreement as to all or a portion of the Properties, with or without cause, by giving six (6) months' written notice to the other party of its intention to terminate the Agreement. Upon termination, all improvements, including both physical structures and modifications to the Properties, shall become the property of the District, unless the District gives written notice to the Service to remove any or all such improvements, which removal shall be at the Service's sole expense. The decision to retain and remove any improvements before termination shall be at the Service's sole discretion. Prior to termination of the Agreement as to all or any part of the Properties, a District representative shall perform an on-site inspection and all keys to any building or gates on the Properties shall be turned over to the District.

22. The District reserves the right for itself, its agents, consultants, and employees, upon reasonable notice to the Service (emergencies excepted) to enter upon the Properties for the purpose of scientific investigation, data collection, surveying, the taking of soil borings, or other uses, as determined by the District, and for the purpose of inspecting the Properties and the Service's compliance herewith, so long as such entry or use does not unreasonably interfere with the Service's use of the Properties for the purposes of this Agreement. Any such agents, consultants, or employees of the District shall promptly close and lock any gates through which they may pass in the exercise of such right of entry. Any boring holes shall be promptly filled and packed to the surrounding earth level.

23. All notices, consents, approvals, waivers and elections under this Agreement shall be in writing and shall be deemed to have been given and received on the date of the mailing, delivery, or transmission thereof when given by: (i) certified mail, postage prepaid, return receipt requested, or (ii) hand delivery to the parties below, or (iii) private parcel delivery services, or (iv) email with confirmation of receipt. Notices shall be addressed as follows to the parties listed below or to such other position title and/or address as any party hereto shall designate by like notice given to the other party:

District:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL, 34604
Attention: Land Resources Bureau Chief
Phone: (352) 796-7211 Fax: 352-754-3494

Service:
Florida Department of Agriculture and Consumer Services
Florida Forest Service
3125 Conner Boulevard
Tallahassee, FL32399-1650
Attention: Land Planning Coordinator
Phone: (850) 681-5800 Fax: (850) 681-5801

24. This Agreement is entered to promote interagency coordination in management of District lands and to gain increased management efficiency and protection for the natural resources. It is being executed by the District pursuant to District Policy 90-16, Cooperative Agreements, and by the Service consistent with Section 589.20, F.S., titled "Cooperation by Florida Forest Service."

25. Whenever used herein the terms "District" and "Service" include the named party, its officers, employees, agents, successors, and assigns.

26. This Agreement may not be modified, changed, or amended, except in writing signed by the parties or their authorized representatives.

27. This Agreement shall be construed and interpreted according to the laws of the State of Florida. The venue of any legal proceedings will be in Hernando County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue will be in the United States District Court for the Middle District of Florida. It shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties have contributed substantially and materially to the preparation hereof.

IN WITNESS WHEREOF, each party has executed this Agreement as of the date set forth below.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____
John R. Mitten
Chair

Attest:

By: _____
Ashley Bell Barnett
Secretary

Date: _____

Approved as to form and content

By: _____
Chris Tumminia
General Counsel

Signed sealed and delivered
In the presence of:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES, FLORIDA
FOREST SERVICE

Witness

By: _____
JOEY B. HICKS, Director,
Division of Administration

Print/Type Witness Name

Date: _____

Witness

Print/Type Witness Name

Approved as to form and content

By: _____

STATE OF FLORIDA
LEON COUNTY

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 20____, by means of [] physical presence or [] online notarization by _____ as Director (or designee), Division of Administration, Florida Department of Agriculture and Consumer Services, on behalf of the Department.

(NOTARIAL SEAL)

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: _____

My Commission Expires: _____

CONSENT AGENDA

September 23, 2025

Regulation Committee: Water Use Permit No. 20 021258.000, Fresh Plants LLC / Fresh Plants (DeSoto County)

This is a new water use permit for agricultural use. The annual average quantity is 508,100 gallons per day (gpd), the drought annual average is 559,100 gpd, and the peak month quantity is 1,215,900 gpd. Quantities are based on the District's irrigation allotment program, AGMOD, for 200 acres of sod. This permit is located within the Southern Water Use Caution Area (SWUCA). Sources of alternative water supply (AWS) are not feasible at this time.

Special Conditions include those that require the Permittee to report monthly meter readings, perform meter accuracy checks every five years, submit annual crop reports, implement water conservation and best management practices, provide an update to the conservation plan at permit midterm, evaluate the feasibility of using reclaimed water upon request, modify the permit upon incorporation of an AWS, comply with the permitted quantities, provide an overpumpage report upon request and comply with the SWUCA Recovery Strategy.

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

Benefits

Authorizes beneficial use of water supply for agricultural user.

Strategic Plan

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

Exhibits

Exhibit 1 - Proposed Permit

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

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

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 021258.000**

PERMIT ISSUE DATE: September 23, 2025

EXPIRATION DATE: September 23, 2045

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: New

GRANTED TO: Fresh Plants LLC / Attn: Andrew Feld
6018 St Co Rd 661A
Arcadia, FL 34266

PROJECT NAME: Fresh Plants

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

COUNTY: Desoto

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

ANNUAL AVERAGE	508,100 gpd
PEAK MONTH ¹	1,215,900 gpd
DROUGHT ANNUAL AVERAGE ²	559,100 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 new water use permit for agricultural use. The annual average quantity is 508,100 gallons per day (gpd), the drought annual average is 559,100 gpd, and the peak month quantity is 1,215,900 gpd. Quantities are based on the District's irrigation allotment program, AGMOD, for 200 acres of sod. This permit is located within the Southern Water Use Caution Area (SWUCA). Sources of alternative water supply (AWS) are not feasible at this time.

Special Conditions include those that require the Permittee to report monthly meter readings, perform meter accuracy checks every five years, submit annual crop reports, implement water conservation and best management practices, provide an update to the conservation plan at permit midterm, evaluate the feasibility of using reclaimed water upon request, modify the permit upon incorporation of an AWS, comply with the permitted quantities, 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>
Agricultural	508,100	1,215,900	559,100

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>
Sod	190.00	Seepage Without Plastic	32.80"/yr.	36.40"/yr.
Sod	10.00	Drip With Plastic	60.00"/yr.	59.95"/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>
2 / 2	8	1,300 / 540	Irrigation	508,100	1,215,900

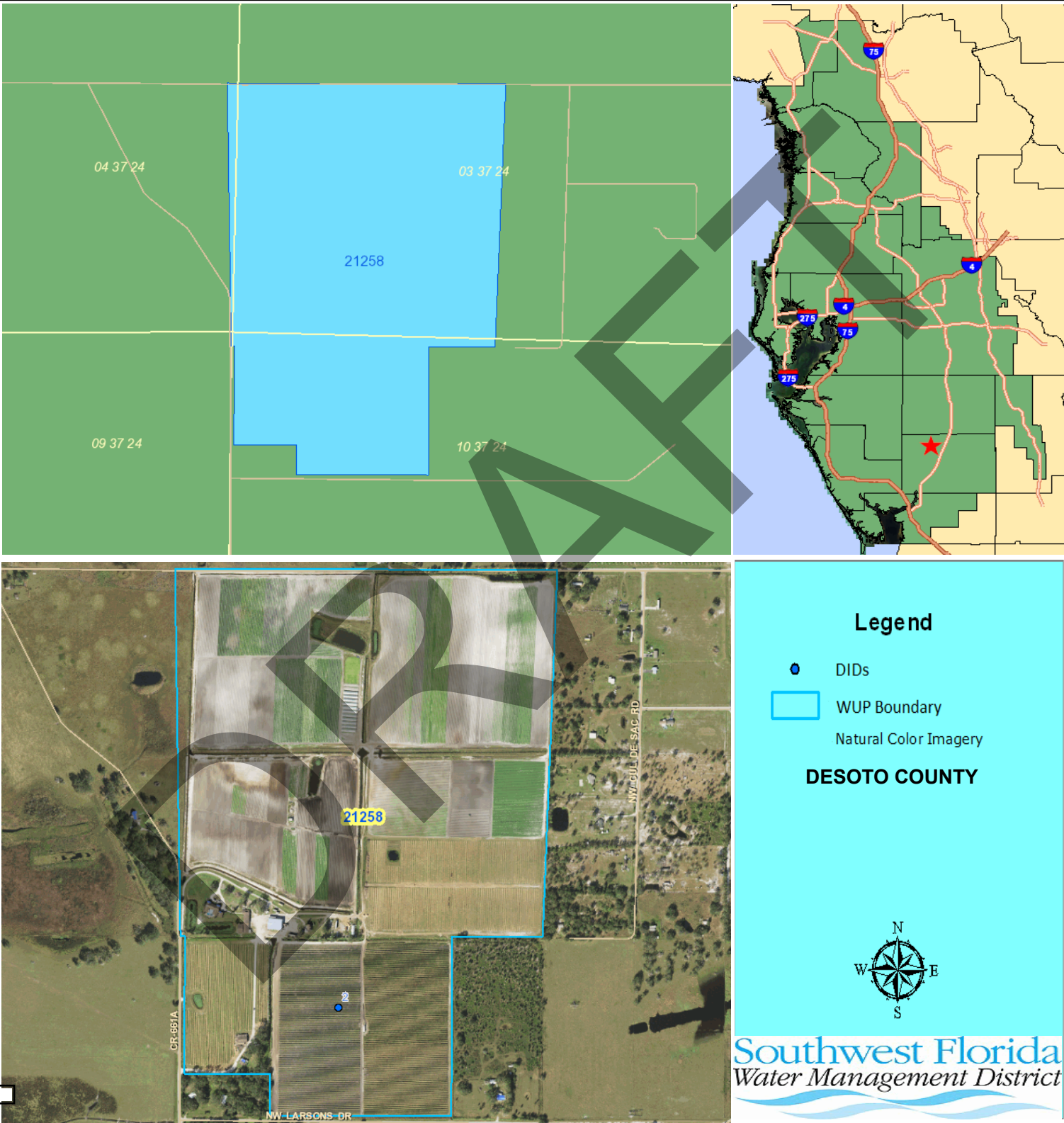
WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
2	27° 16' 37.52"/81° 54' 14.94"

Location Map

Fresh Plants LLC / Attn: Andrew Feld

WUP No. 20 021258.000



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 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)
3. 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)
4. 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)
5. 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)
6. 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)
7. 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)

8. The Permittee shall immediately implement the District-approved water conservation plan 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 October 1, 2035.(449)
9. 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)
10. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for annual crops for each permitted irrigation withdrawal point, District ID No. 2, Permittee ID No. 2.:
 1. Crop type,
 2. Irrigated acres,
 3. Irrigation method (NTBWUCA only),
 4. Dominant soil type per crop or the number of acres per crop on that dominant soil type, and
 5. If used, quantities used for crop protection.
 This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year. (474)
11. 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)
12. 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)
13. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida

Administrative Code. This Permit is subject to modification to comply with new rules.(652)

14. 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. 2, Permittee ID No. 2. 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)
15. The permittee is eligible for water conserving credits on October 1, 2035, through the submittal of a Letter Modification Application." The Permittee must be in compliance with all permit conditions and have submitted all appropriate seasonal and annual crop reporting forms to be eligible for the additional water conserving credits. The available water conserving credit quantity will be equal to twice the difference between the 5-in-10 and 2-in-10 irrigation requirements as determined by AGMOD. (1027)

DRAFT

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.

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 23, 2025

General Counsel's Report: Release of Conservation Easement – Environmental Resource Permit Application No. 914841 – Shady Hills (Pasco County)

On April 2, 2025, Spanish Lakes Land Company, LLC (Applicant) submitted an Environmental Resource Permit (ERP) Application No. 914841 (Application) to authorize the construction of an approximately 33-acre residential community with an associated surface water management system in Pasco County, known as Shady Hills (Project). The Project area overlaps with a .487-acre Conservation Easement (CE) currently held by the Southwest Florida Water Management District (District), originally conveyed by 52 Venture, LLC, as required by Permit No. 44029000.002 (Original Permit). The Original Permit was issued in 2006. Spanish Lakes Land Company, LLC, is the successor-in-interest to 52 Venture, LLC, and is the current fee simple landowner for the Project area. The Original Permit's development was never constructed and no wetland impacts occurred. For the District staff to be able to approve the Application and issue the ERP for the Project, the District's Governing Board must authorize the release of the CE. When the CE is released, the Applicants will then have the requisite ownership and control over the Project area to be able to construct the proposed activities.

To address the economic value of the interest to be released, the Applicants are proposing compensation in the amount of \$23,000.00 payable to the District for the release of the CE. District staff have reviewed the proposal and determined that the compensation is reasonable and appropriately addresses the economic value of the interest to be released. The Applicants are not required to address the environmental value of the CE because the Original Permit's development was not constructed, and no wetland impacts occurred. As a result, the permitted mitigation provided by the CE for the Original Permit was not needed.

The removal of the CE will be effectuated through a Release of Conservation Easement and Quit Claim Deed, which is provided for the Governing Board's review as an exhibit to this recap. After the Release of Conservation Easement and Quit Claim Deed is executed and recorded, and the Applicants pay the agreed-upon compensation to the District for the economic value of the interest to be released, then the Application will be complete, and the ERP will be issued.

Strategic Plan

The release of this conservation easement aligns with the District's Core Business Processes, ensuring consistency in regulation and efficiency for land management resources.

Exhibits

Exhibit 1 – Release of Conservation Easement and Quit Claim Deed

Staff Recommendation:

Approve, accept, and execute the attached Release of Conservation Easement and Quit Claim Deed for the Shady Hills Project.

Presenter:

Allison Dhand, Senior Attorney, Office of General Counsel

This instrument was prepared by
and should be returned to:

Jerilyn H. Reed, Esq.
Hill, Ward & Henderson, P.A.
101 E. Kennedy Boulevard, Suite 3700
Tampa, Florida 33602

**RELEASE OF CONSERVATION EASEMENT AND
QUIT CLAIM DEED**

THIS RELEASE OF CONSERVATION EASEMENT AND QUIT CLAIM DEED (this “Release”) is made and entered into this _____ of _____, 2025 (the “Effective Date”), by the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a Florida public corporation, with an address of 2379 Broad Street, Brooksville, Florida 34604-6899 (“SWFWMD”) in favor of SPANISH LAKES LAND COMPANY LLC, an Ohio limited liability company, with an address of 520 Folly Road, Suite 25-172, Charleston, South Carolina 29412 (“Spanish Lakes”).

WHEREAS, 52 Venture, LLC, a Florida limited liability company (“52 Venture”), and SWFWMD entered into that certain Conservation Easement, recorded January 31, 2006, in Official Records Book 6817, Page 316, of the Public Records of Pasco County, Florida (the “Easement Agreement”), whereby 52 Venture granted to SWFWMD a perpetual conservation easement as defined in Florida Statutes, Section 704.06 (the “Conservation Easement”) over and across a portion of real property owned, as of the date of recording of the Easement Agreement, by 52 Venture, as depicted and described on Exhibit “A” attached hereto (the “Easement Property”);

WHEREAS, Spanish Lakes, as successor-in-interest to 52 Venture, is the current fee simple owner of the Easement Property; and

WHEREAS, SWFWMD agrees to release the Easement Agreement of record and release any right, title and interest in and to the Easement Property which SWFWMD may have by virtue of or arising under the Easement Agreement, including without limitation, the enforcement of those certain rights granted to SWFWMD in connection with the Conservation Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SWFWMD hereto agrees as follows:

1. The recitals set forth above are true and correct and are incorporated into this Release by this reference.

2. Pursuant to Florida Statutes, Section 704.06(4), SWFWMD hereby releases, remises, and quit claims the Conservation Easement, along with any rights which SWFWMD may have to enter upon the Easement Property to enforce its rights granted under the Easement Agreement, enjoin any activity upon the Easement Property that is inconsistent with the purpose of the Conservation Easement or otherwise seek any rights or remedies available to it under the Easement Agreement. As of the Effective Date, all rights, benefits and obligations set forth in the Easement Agreement or related to the Conservation Easement are

hereby extinguished and will no longer encumber or benefit, as the case may be, title to the Easement Property or be binding on the owner(s) thereof, or their respective successors and/or assigns.

3. This Release may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument. The terms of this Release will be binding upon the parties hereto, and their respective successors and/or assigns. Each person executing this Release on behalf of an entity, represents and warrants that he or she has the right, power and authority to execute and deliver this Release on behalf of such entity. The parties hereto will promptly execute such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Release. This Release will be governed and construed in accordance with the laws of the State of Florida.

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

[SIGNATURE PAGE TO RELEASE OF CONSERVATION EASEMENT AND QUIT CLAIM
DEED]

IN WITNESS WHEREOF, SWFWMD has caused this Release of Conservation Easement and
Quit Claim Deed to be executed by its Governing Board as of this ____ day of _____, 2025.

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

By: _____

Name: _____

Its: _____

(SEAL)

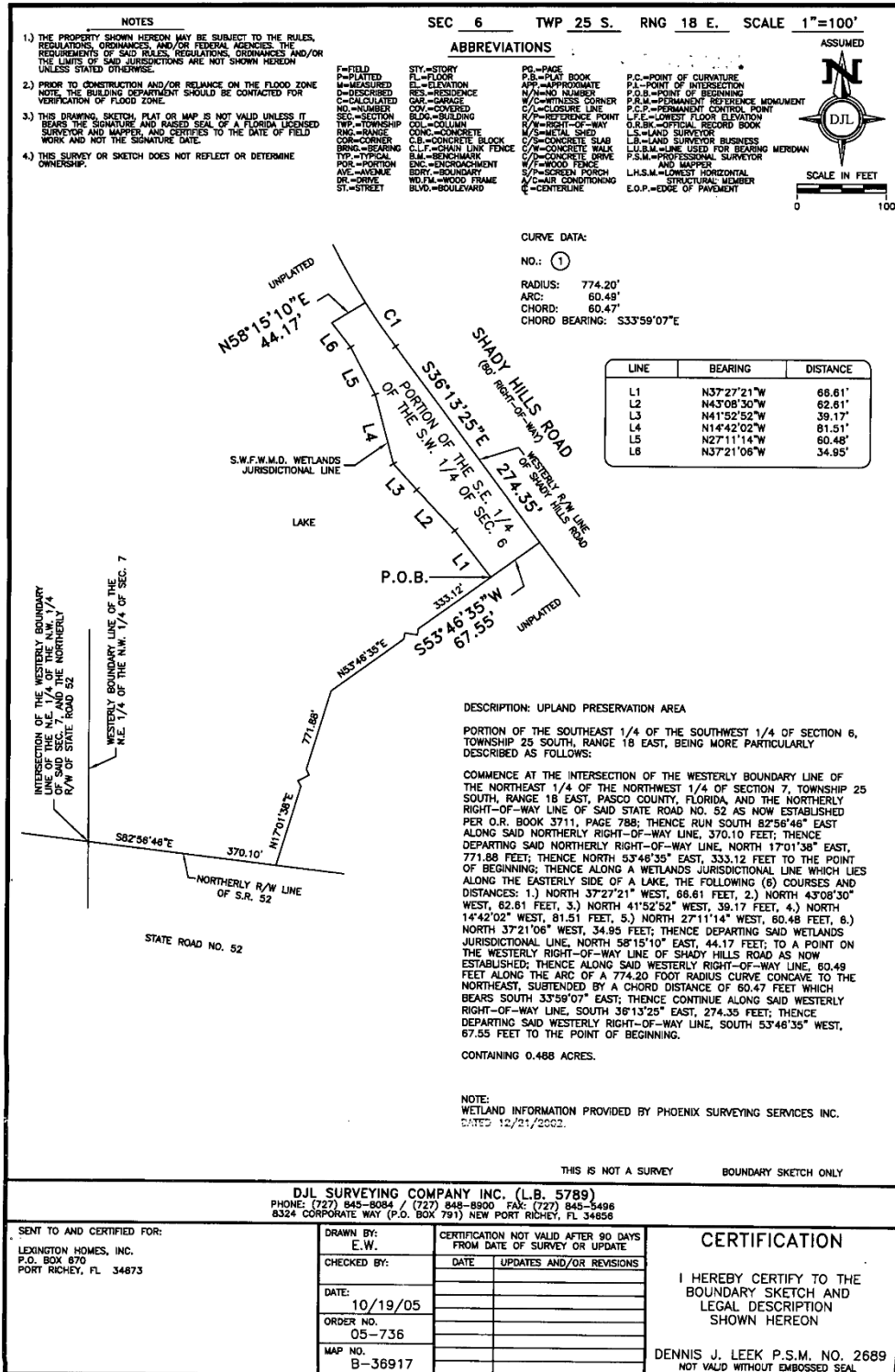
ATTESTED:

By: _____

Name: _____

Its: _____

EXHIBIT "A"



CONSENT AGENDA

September 23, 2025

General Counsel's Report: Initiation and Approval of Rulemaking to Amend Rule 40D-2.091, Florida Administrative Code, to Incorporate by Reference the Outstanding Florida Springs Rules Adopted in Rules 62-41.400 through 62-41.402, F.A.C.

Purpose

To request the Board initiate and approve rulemaking to amend Rule 40D-2.091, Florida Administrative Code (F.A.C.), to incorporate by reference the Outstanding Florida Springs rules adopted by the Florida Department of Environmental Protection.

Background/History

In 2016, the Florida Legislature amended Section 373.219, Florida Statutes, to instruct the Florida Department of Environmental Protection ("DEP") that for Outstanding Florida Springs, DEP must adopt uniform rules for issuing water use permits that prevent groundwater withdrawals that are harmful to the water resources. DEP was also required to adopt by rule a uniform definition of the term "harmful to the water resources" to provide water management districts with minimum standards necessary to be consistent with the overall water policy of the state. DEP adopted rules as the Legislature instructed, and Rules 62-41.400 through 62-41.402, F.A.C., became final as of June 12, 2025 (the "Outstanding Florida Springs rules"). The proposed rule language will amend Rule 40D-2.091, F.A.C., to incorporate DEP's Outstanding Florida Springs rules into the District's own water use permitting criteria in Chapter 40D-2, F.A.C.

Upon Governing Board approval of the proposed rule language, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as the Governor's Office of Fiscal Accountability and Regulatory Reform or the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Benefits

Incorporation by reference of the Outstanding Florida Springs rules into Chapter 40D-2, F.A.C., ensures applicable permitting criteria is part of the District's rules.

Strategic Plan

This Interagency Agreement supports the core business processes for Regulation.

Exhibits

Exhibit 1 – Proposed Amendments to Rule 40D-2.091, F.A.C.

Staff Recommendation:

Initiate rulemaking and approve the proposed rule language to amend Rule 40D-2.091, F.A.C., to incorporate Outstanding Florida Springs permitting criteria into Chapter 40D-2, F.A.C.

Presenter:

Michael Bray, Assistant General Counsel, Office of General Counsel

40D-2.091 Publications and Forms Incorporated by Reference.

(1) The following publications are hereby incorporated by reference into this chapter, and are available from the District's website at www.WaterMatters.org or from the District upon request:

(a) Water Use Permit Applicant's Handbook Part B (also referred to as the WUP Applicant's Handbook) (rev. 1/22), (<https://www.flrules.org/Gateway/reference.asp?No=Ref-14003>).

(b) Water Use Permit Applicant's Handbook, Part D, "Requirements for the Estimation of Permanent and Temporal Service Area Populations" (1/09), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03840>).

(2) The following forms for reporting information to the District are hereby incorporated by reference, and are available from the District upon request:

(a) Flow Meter Accuracy Report Form, Form No. LEG-R.101.00 (5/14), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03835>).

(b) Irrigation Water Use Form – Annual Crops, Southern Water Use Caution Area, Form No. LEG-R.017.01 (9/12) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-01676>).

(c) Irrigation Water Use Form – Annual Landscape/Recreation, Southern Water Use Caution Area, Form No. LEG-R.018.02 (5/14), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03666>).

(d) Irrigation Water Use Form – Summer/Fall Seasonal, Southern Water Use Caution Area, Form No. LEG-R.019.01 (9/12) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-01679>).

(e) Irrigation Water Use Form – Winter/Spring Seasonal, Southern Water Use Caution Area, Form No. LEG-R.020.01 (9/12) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-01680>).

(f) Annual Crop Summary Report, Form No. LEG-R.102.00 (5/14), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03758>).

(g) Public Supply Annual Report For Individual Permits Over 100,000 GPD Annual Average Quantities, Form No. LEG-R.103.00 (5/14), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03662>).

(h) SWFWMD Annual Reclaimed Water Supplier Report, Form No. LEG-R.26.00 (09/09), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03841>).

(i) University of Florida's Institute of Food and Agricultural Science's Department of Fisheries and Aquatic Sciences publication "Regulations Pertaining to Non-native Fish in Florida Aquaculture" (FA-121) (August 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03844>), incorporated in Section 2.4.3.3.3. of the Water Use Permit Applicant's Handbook Part B.

(j) Flow Meter Pre-Installation Information Work Sheet, Form No. LEG-R.052.00 (9/12), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02198>).

(k) Flow Meter Post-Installation Information Reimbursement Form, Form No. LEG-R.053.00 (3/9/17), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-08067>).

(l) Crop Protection Report Form, Form No. LEG-R.104.00 (5/14), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03836>).

(m) Water Use/Pumpage Report Form, Form No. LEG-R.105.00 (5/14), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03837>).

(n) Water Quality Report Form, Form No. LEG-R.106.00 (5/14), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03838>).

(3) The following rules of the Florida Department of Environmental Protection are hereby incorporated by reference into this chapter: subsections 62-40.416(7) and 62-40.416(8), F.A.C., effective May 6, 2013, which are hereby incorporated by reference as of May 6, 2013; Rules 62-41.400 through 62-41.402, F.A.C., effective June 12, 2025, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-XXXXX>.

Rulemaking Authority 373.044, 373.113, 373.118, 373.171 FS. Law Implemented 373.036, 373.0363, 373.042, 373.0421, 373.079(4)(a), 373.083(5), 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. History—New 10-1-89, Amended 11-15-90, 2-10-93, 3-30-93, 7-29-93, 4-11-94, 7-15-98, 7-28-98, 7-22-99, 12-2-99, 8-3-00, 9-3-00, 4-18-01, 4-14-02, 9-26-02, 1-1-03, 2-1-05, 10-19-05, 1-1-07, 8-23-07, 10-1-07, 10-22-07, 11-25-07, 12-24-07, 2-13-08, 2-18-08, 4-7-08, 5-12-08, 7-20-08, 9-10-08, 12-30-08, 1-20-09, 3-26-09, 7-1-09, 8-30-09, 10-26-09, 11-2-09, 1-27-10, 4-27-10, 5-26-10, 6-10-10, 6-30-10, 6-16-11, 12-12-11, 10-14-12, 2-7-13, 2-18-13, 5-19-14, 9-29-15, 4-2-17, 2-18-20, 11-24-21, 2-17-22,_____.

CONSENT AGENDA

September 23, 2025

General Counsel's Report: Interagency Agreement between SFWMD and SWFWMD – Designation of Regulatory Responsibility to SFWMD for the Southeast Wellfield (Polk County)

The Southeast Wellfield is an alternative water supply project in southeastern Polk County, Florida, designed to provide a sustainable, regional water supply for the future of Polk County by utilizing the Lower Floridan aquifer. Developed by the Polk Regional Water Cooperative (“PRWC”) in partnership with the Southwest Florida Water Management District (“SWFWMD”), this project consists of a brackish water treatment facility located approximately 10 miles east of Lake Wales and a wellfield located over the border with the South Florida Water Management District (“SFWMD”) and permitted by the SFWMD. The Southeast Wellfield is currently under construction. A new regional transmission system to deliver potable water from the facility to multiple PRWC members along the US-27 and SR-60 corridors is also under construction.

SFWMD has issued Water Use Permit No. 53-00293-W (the “Permit”) authorizing the Southeast Wellfield. The Permit authorizes the production of groundwater at the Southeast Wellfield from 15 Lower Floridan Aquifer Wells located within the boundaries of the SFWMD in three phases. Phase I of the Permit includes the construction and operation of 5 water wells with a combined annual average finished water capacity of 10 MGD. The map attached as Exhibit “A” shows the location of the 15 wells authorized by the Permit, as well as the location of four wells, W-9, W-10, W-11, and W-12, which have been acquired by the PRWC for Phase I of the Permit. The PRWC needs, however, to acquire an additional well site to serve as the fifth well for Phase I, but has been unable to acquire such a site within the SFWMD’s boundaries. The available properties are either state-owned lands which do not allow water production wells, or lands encumbered by conservation easements. As a result, the PRWC proposes the fifth well be located at one of two possible locations identified on Exhibit “A” on the other side of the water management district boundary line, within the jurisdiction of SWFWMD. Both Districts agree that regulatory responsibility for the Southeast Wellfield should be designated to SFWMD, which has already permitted the rest of Phase I.

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 water use permit applications, and to take any compliance and enforcement action regarding a designated permit. The SFWMD has already executed the interagency agreement.

Strategic Plan

This Interagency Agreement supports the District’s Core Business Processes, ensuring consistency and efficiency for Regulation.

Exhibits

Exhibit 1 – Interagency Agreement

Staff Recommendation:

Approve the Interagency Agreement designating regulatory responsibility for the Southeast Wellfield to the South Florida Water Management District.

Presenter:

Michael Bray, Assistant General Counsel, 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 THE SOUTHEAST WELLFIELD**

THIS INTERAGENCY AGREEMENT is made and entered into by the SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter “SFWMD”) and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (hereinafter “SWFWMD”).

W I T N E S S E T H

WHEREAS, the Central Florida Water Initiative (“CFWI”) area is a region of Florida encompassing all of Orange, Osceola, Polk and Seminole Counties and southern Lake County within SFWMD, SWFWMD and the St. Johns River Water Management District (“SJRWMD”); and

WHEREAS, it has been determined that further withdrawals from the Upper Floridan Aquifer within the CFWI Area could potentially cause harm to the water resources; and

WHEREAS, the Florida Legislature directed the Florida Department of Environmental Protection (FDEP) to adopt uniform rules for issuing permits within the CFWI area; and

WHEREAS, FDEP adopted Rules 62-41.300 through 62-41.305, F.A.C. to establish a uniform permitted process; and

WHEREAS, the Florida Legislature also directed the three water management districts to develop a single multidistrict regional water supply, including a list of water supply development projects or water resource projects to meet existing and future water supply needs within the CFWI area; and

WHEREAS, one of the alternative water supply projects identified in the CFWI Regional Water Supply Plan is a Lower Floridan Aquifer wellfield known as the Southeast Wellfield located in Polk County within the boundaries of SFWMD; and

WHEREAS, the Southeast Wellfield is intended to supply potable water to public water supply utilities located in Polk County within the boundaries of SWFWMD to be used to replace and supplement Upper Floridan Aquifer water supplies to meet existing and future demands, while at the same time reducing harm to natural systems; and

WHEREAS, on April 28, 2014, SFWMD issued Water Use Permit No. 53-00293-W (the “Permit”) to Polk County, Florida authorizing the Southeast Wellfield; and

WHEREAS, the Permit authorizes the production of groundwater at the Southeast Wellfield from 15 Lower Floridan Aquifer Wells located within the boundaries of SFWMD in three phases; and

WHEREAS, Phase I of the Permit includes the construction and operation of 5 water supply wells with a combined annual average finished water capacity of 10 MGD; and

WHEREAS, on June 13, 2023, SFWMD transferred the Permit to the Polk Regional Water Cooperative (“Cooperative”), which is a regional water supply authority, whose members include Polk County and 15 municipalities within the county; and

WHEREAS, the map attached as **Exhibit “A”** identifies the location of the 15 wells authorized under the Permit as well as the location of four wells (W-9, W-10, W-11 and W-12), which have been acquired by the Cooperative as part of the implementation of Phase I of the Permit; and

WHEREAS, the Cooperative needs to acquire an additional well site (W-15, W-14 or W-13) to serve as the fifth well for Phase I of the Permit; and

WHEREAS, the Cooperative has been unable to acquire this additional well site within the boundaries of SFWMD because the available property is either state owned lands, which do not allow water production wells or conservation/mitigation banks encumbered by conservation easements; and

WHEREAS, the Cooperative proposes to locate the fifth well needed to complete Phase I in one of two locations identified **Exhibit “A”** within the boundaries of SWFWMD; and

WHEREAS, Section 373.046(6), Florida Statutes, authorizes a water management district to designate via an interagency agreement, regulatory responsibility to another water management district over a project that crosses the jurisdictional boundaries of both districts; and

WHEREAS, the designation of SFWMD as the water management district with Part II, Chapter 373, Florida Statutes, regulatory responsibility for the Southeast Wellfield will allow for more assured compliance with the Permit due to SFWMD’s prior history and familiarity with the Southeast Wellfield; and

WHEREAS, the SFWMD and SWFWMD desire to designate the SFWMD as the water management district with Part II, Chapter 373, Florida Statutes, regulatory responsibility for the Southeast Wellfield and the Permit; and

WHEREAS, this interagency agreement is consistent with Rule 62-41.300(8), F.A.C., which requires that the three water management districts develop procedures for the coordinated review of permits within the CFWI area.

NOW THEREFORE, the SFWMD and SWFWMD, under the authority of Section 373.046(6), Florida Statutes agree as follows:

1. The SFWMD is designated as the water management district which will have all regulatory responsibilities under Part II of Chapter 373, Florida Statutes for the withdrawal and use of water from the Southeast Wellfield regardless of whether the production wells are located within the boundaries of SWFWMD. Such regulatory responsibilities shall include receiving, processing

and taking final agency action on all consumptive use permit applications, modifications or renewals relating to the Southeast Wellfield, including the Permit.

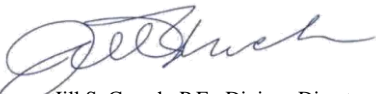
2. The designation of SFWMD under Paragraph 1 is conditioned at this time upon the Cooperative locating only one well within SFWMD in either of the two alternative well locations identified in **Exhibit “A.”** The location of additional wells by the Cooperative within SFWMD will require SFWMD’s written consent.

3. This Agreement will take effect upon execution by both parties and will remain in effect until either party terminates such Agreement for its convenience upon ninety (90) days’ notice to the other party.

[Signatures are located on the following page]

IN WITNESSETH THEREOF, each party, or lawful representative, has executed this Agreement on the date set forth next to their signature below

SOUTH FLORIDA WATER MANAGEMENT DISTRICT


By: Jill S. Creech, P.E., Divison Director, Regulation
Chair or designee

Attest: _____
Secretary

Date: 08/12/2025

(Seal)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Chair or designee

Attest: _____
Secretary

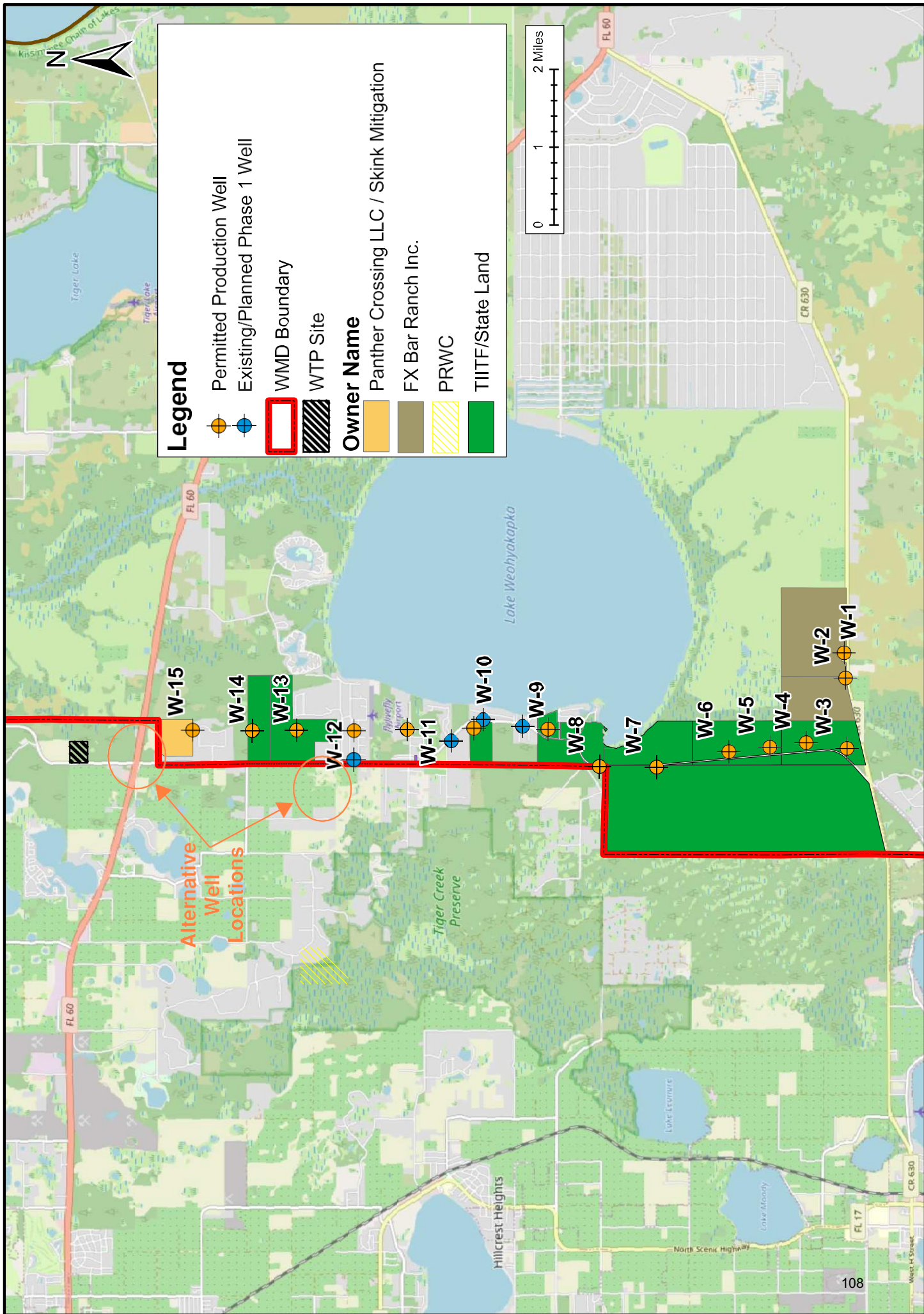
Date: _____

(Seal)

EXHIBIT A

Southeast Wellfield Well Location Map

[See Attached 1 Page]



Legend

- Permitted Production Well
- Existing/Planned Phase 1 Well
- WMD Boundary
- WTP Site
- Owner Name**
- Panther Crossing LLC / Skink Mitigation
- FX Bar Ranch Inc.
- PRWC
- TIITF/State Land

Alternative Well Locations

CONSENT AGENDA

September 23, 2025

Executive Director's Report: Approve Governing Board Minutes – August 26, 2025

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



GOVERNING BOARD MEETING
TUESDAY, AUGUST 26, 2025 – 9:00 A.M.
2379 BROAD STREET BROOKSVILLE, FLORIDA 34604
(352) 796-7211

Board Members Present

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

*Attended via Electronic Media

Board Members Absent

Michelle Williamson, 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 on August 26 at 9:00 a.m., in the Brooksville Office at 2379 Broad Street, Brooksville, Florida 34604. This meeting was available for live viewing through internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

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

1.1a Oath of Office

Chair Mitten stated that Governor DeSantis appointed Mr. James Turner to the Governing Board and reappointed and reappointed Jack Bispham, John Hall and Nancy Watkins. Mr. Turner will attend and be sworn in at the September meeting.

Ms. Virginia Singer administered the Oath of Office to the reappointed Board Members.

1.2 Invocation and Pledge of Allegiance

Secretary Ashley Bell Barnett offered the invocation and the Pledge of Allegiance.

1.3 Employee Recognition

Chair Mitten recognized Mr. Terry Burrell for his service with the District.

1.4 Additions/Deletions to Agenda

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

Vice Chair Jack Bispham requested the following item be moved from Consent to Discussion:

Regulation Committee

2.4 Water Use Permit No. 20 006040.012, City of Zephyrhills / City of Zephyrhills (Pasco County)

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

There were 23 Request to Speak Cards received.

Mr. David Ballard Geddis, Jr., spoke regarding the constitution.

Mr. Dennis Blauer, Chassahowitzka Campground general manager, spoke in opposition to closing the campground.

Ms. Elaine Moore, Chassahowitzka Campground staff, spoke in opposition to closing the campground.

Mr. John Meyers spoke in opposition to closing the Chassahowitzka campground.

Ms. Heather Blauer spoke in opposition to closing the Chassahowitzka campground.

Mr. Peter Carter spoke in opposition to closing the Chassahowitzka campground.

Mr. Ryan Worthington, Floridians Advancing Florida Outdoors, spoke in opposition to closing the Chassahowitzka campground.

Ms. Jeanene Arrington-Fisher spoke in opposition to closing the Chassahowitzka campground.

Board Member Nancy Watkins asked for clarification regarding the association between the boat ramp and the campground. Mr. Brian Armstrong, Executive Director, stated that Citrus County (County) will be voting on the settlement agreement with the District today. He explained that in the settlement agreement, the Governing Board agreed to give the boat ramp, the parking lot and the access road to Citrus County.

Ms. Ashley Albani spoke in opposition to closing the Chassahowitzka campground.

Ms. Danielle Mosichun spoke in opposition to closing the Chassahowitzka campground.

Mr. Bernard Berauer, Adventure Coast Group of Sierra Club, spoke in opposition to closing the Chassahowitzka campground.

Mr. BJ Blockyou spoke in opposition to closing the Chassahowitzka campground.

Mr. Austin Brantley spoke in opposition to closing the Chassahowitzka campground.

Ms. Karen DeVries completed a Request to Speak Card but was not present.

Mr. Ben Garmen spoke in opposition to closing the Chassahowitzka campground.

Mr. Eugene Kelly, Native Plant Society, spoke in opposition to closing the Chassahowitzka campground.

Mr. Dean Fraser spoke in opposition to closing the Chassahowitzka campground.

Ms. Aja Moore spoke in opposition to closing the Chassahowitzka campground.

Ms. Stacy Whittum spoke in opposition to closing the Chassahowitzka campground.

Ms. Currie Leggoe spoke in opposition to closing the Chassahowitzka campground.

Mr. David Gore spoke regarding the lower Floridan aquifer.

Ms. Terese Miller spoke in opposition to closing the Chassahowitzka campground.

Ms. Alex Groves spoke in opposition to closing the Chassahowitzka campground.

Chair Mitten stated that there is no public action at today's meeting regarding the Chassahowitzka campground.

Mr. Brian Armstrong provided background information regarding the Chassahowitzka property. Discussion ensued.

Consent Agenda

Finance/Outreach and Planning Committee

2.1 Knowledge Management: Fund Balance Policy

Staff recommended the Board approve the Fund Balance Governing Board Policy as revised.

Resource Management Committee

2.2 FARMS – Sandhill Native Growers – Phase 2 – H829 (DeSoto County)

Staff recommend the Board:

1. Approve the Sandhill Native Growers, Inc. – Phase 2 project for a not-to-exceed project reimbursement of \$64,687 provided by the Governing Board;
2. Authorize the transfer of \$64,687 from fund 010 H017 Governing Board FARMS Fund to the H829 Sandhill Native Growers, Inc. – Phase 2 project fund;
3. Authorize the Division Director to sign the agreement.

Operations, Lands and Resource Monitoring Committee

2.3 Consent to Withlacoochee River Electric Cooperative Easement Agreement – Green Swamp Wilderness Preserve West Tract – SWF Parcel No. 10-411-127X (Pasco County)

Staff recommended the Board:

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

Regulation Committee

2.4 Water Use Permit No. 20-006040.012, City of Zephyrhills / City of Zephyrhills (Pasco County)

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

General Counsel's Report

2.5 Authorization to Issue Administrative Complaint and Order – Environmental Resource Permit Violations; As-Built Deviations – Piper Road Owner, LLC – Environmental Resource Permit No. 43045609.000 – (Charlotte County)

Staff recommended the Board:

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

Executive Director's Report

2.6 Approve Calendar for Fiscal Year 2026 Meeting Dates

Staff recommended the Board approve Fiscal Year 2026 meeting dates as presented.

2.7 Approve Governing Board Minutes – July 22, 2025

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 – 01:27:58)

Finance/Outreach & Planning Committee

Treasurer John Hall called the committee to order.

3.1 Consent Item(s) Moved to Discussion - None

3.2 Kirkland Ranch Land Acquisition

Mr. Brandon Baldwin, Business and IT Services Division Director, presented Budget Amendment #25-02 that outlined the specific appropriation funding for acquisition of Kirkland Ranch property. He stated funds in the amount of \$30.8 million have been appropriated by the Florida legislature, signed into law by Governor Desantis, and are to be allocated through the Florida Department of Environmental Protection to the District for purchase of this property. Mr. Baldwin stated that this budget amendment has been approved as required by statute by the Executive Office of the Governor. He provided an overview of the original amended budget and the requested amendment.

Ms. Ellen Morrison, Land Resources Bureau Chief, presented information regarding Kirkland Ranch. This included background, maps and how the property meets the District's Four Areas of Responsibility. Staff responded to questions.

Board Member Robert Stern stated he was recusing himself from voting on this item due his law firm representing the property owner.

Staff recommended the Board:

1. Approve Resolution 25-07, Second Amendment of the Fiscal Year 2025 Annual Service Budget and Resolution 25-08, Requesting Funds from the State General Revenue Fund for Acquisition of SWF Parcel No. 13-500-405 Pasco County, Florida to appropriate funds from the State's General Revenue Fund for a specific appropriation to acquire the Kirkland Ranch property, located in Pasco County, for the purposes of land and water conservation in the amount of \$30,800,000; and
2. Approve the Purchase and Sale Agreement, contingent upon receipt of updated appraisals that support the offered price, and authorize the Executive Director or designee to sign on behalf of the District; and
3. Designate SWF Parcel No. 13-500-405 as having been acquired for conservation purposes; and
4. 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
5. Approve the encumbrance and roll of the \$30,800,000 for payment in the following fiscal year, in the event the closing does not occur before the end of the current fiscal year; and
6. Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 01:38:25)

3.3 Review of Self-Funded Health Plans

Ms. Melanie Stegall, Brown & Brown, presented an overview of the District's self-funded health insurance plan. She explained the differences between self-funded plans versus fully insured plans. Overall, the District is benefiting by being self-insured for health insurance. Ms. Stegall responded to questions.

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

3.4 Budget Transfer Report

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

Operations, Lands and Resource Monitoring Committee

Chair Mitten called the committee to order.

4.1 Consent Item(s) Moved to Discussion - None

4.2 Hydrologic Conditions Report

A Request to Speak card was received for this item.

Mr. David Gore spoke concerning questions related to aquifer confinement.

Ms. Tamera McBride, P.G., Hydrologic Data Manager, presented the Hydrologic Conditions

report. She stated that the wet season has been relatively dry. Provisional rainfall data through August 24 indicates a 1.6-inch deficit from the historic average. Districtwide monthly rainfall since Hurricane Milton has generally been below average. Many hydrologic indicators are declining but still in the normal range. Tampa Bay area water supply storage systems are refilling but are not at full capacity. Ms. McBride provided information regarding rainfall, streamflow, groundwater levels, lake levels, public supply reservoirs and climate forecasts. She stated the near-term climate forecast indicates chances of above-normal temperatures and precipitation. Ms. McBride responded to questions.

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

Resource Management Committee

No items were presented for discussion.

5.1 Consent Item(s) Moved to Discussion - None

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

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

5.3 Lower Hillsborough River Recovery Strategy Implementation – Annual Update

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

5.4 Proposed Minimum Levels for Lakes Angelo and Denton Prior to Independent Scientific Peer Review

Mr. Randy Smith, Natural Systems & Restorations Bureau Chief, stated that the District normally only provides a peer review for flowing systems. For lake systems, the methodology is peer reviewed and then applied to develop the minimum lake level. However, because of some unique characteristics with these two lakes which required a deviation from the peer-reviewed methodology, a peer review is recommended. He explained the process the District will follow, and the associated timeline.

This item 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

2.4 Water Use Permit No. 20 006040.012, City of Zephyrhills / City of Zephyrhills (Pasco County)

Vice Chair Bispham requested for clarification regarding the additional quantities. Ms. April Breton, Water Use Permitting Bureau Chief, explained that as a result of the groundwater modeling, additional allowable quantities without offsets were obtained before impacts. Mr. Brian Armstrong explained that the issuance of water use permits involves both quantity and impacts. Ms. Breton responded to questions.

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

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 02:11:40)

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion – None

7.2 Affirm Governing Board Committee Actions

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

A motion was made and seconded to approve staff's recommendation. The motion carried unanimously. (Audio – 02:12:57)

Committee/Liaison Reports

8.1 Environmental Advisory Committee

A written summary of the July 8 meeting was provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, stated the District has been recognized again for its communications during Hurricane Milton. The District received the Radiance Award from the Public Relations Society of America, the Golden Image Award of Distinction from the Florida Public Relations Association, and a Golden Image Award of Distinction for the Water 101 educational campaign.

Mr. Armstrong stated the Florida Department of Environmental Protection (FDEP) awarded the District \$3.3 million for the Tampa Bypass Canal Structure S-160 gate and lift system replacement. This will assist the District in continuing to provide flood protection to the cities of Tampa and Temple Terrace. Mr. Armstrong thanked Governor DeSantis, the Florida legislature and FDEP for the funding.

Mr. Brian Starford, Operations, Lands and Resource Monitoring Division Director, provided an update of the flooding associated with the Bellows Creek Outlet that was submitted for public input at the July Board meeting from Ms. Kizuwanda Everett. He summarized his and Mrs. Hopkins' communications with Ms. Everett regarding what the District is able to provide. Mr. Starford explained that the Sugar Creek and Buffalo Estates subdivision were built prior to the creation of the Environmental Resource Permitting rules. The District has no regulatory jurisdiction regarding the subdivision. Staff have been communicating with Hillsborough County (County), and he summarized actions that were taken and are being taken by both the County and the District.

Chair's Report

10.1 Chair's Report

Chair Mitten asked if the Board had any additional comments.

Board Member Kelly Rice expressed his appreciation regarding the way the meeting was conducted and the respect demonstrated by both the District and the public during the meeting.

The Tentative Budget Hearing is scheduled for 5:01 p.m., Tuesday, September 9 at the Tampa Service Office. The next regularly scheduled Governing Board meeting is at 3 p.m., Tuesday, September 23 followed by the Final Budget Hearing at 5:01 p.m. both meetings are in the Tampa Service Office.

10.2 Employee Milestones

A written summary was provided.

Adjournment

The meeting was adjourned at 11:28 a.m.

Governing Board Meeting

September 23, 2025

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1	Discussion: Consent Item(s) Moved to Discussion	117
3.2	Discussion: Information Item: Fiscal Year 2027 Business Plan Update	118
3.3	Discussion: Information Item: Office of Inspector General Fiscal Year 2025 Annual Report.....	119
3.4	Submit & File: Information Item: Budget Transfer Report	120

FINANCE/OUTREACH AND PLANNING COMMITTEE

September 23, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenters:

Brandon Baldwin, Division Director, Business and IT Services Division

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

FINANCE/OUTREACH AND PLANNING COMMITTEE

September 23, 2025

Discussion: Information Item: Fiscal Year 2027 Business Plan Update

Purpose

To provide the Board with an update on the Fiscal Year 2027 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 2027 update focuses on resource requirements including personnel, equipment, and additional project needs, as well as the identification of staffing needs met to address requests identified in last year's Business Plan. The plan has also been streamlined by removing accomplishments, which are reported through other channels, and by simplifying the team structure and eliminating individual team reports.

Benefits/Costs

The Business Plan enhances the District's ability to forecast future financial, operational, and staffing resources required to achieve Strategic Plan initiatives and goals.

Strategic Plan

The Fiscal Year 2027 Business Plan supports the District's Strategic Plan Core Business Process of Financial Sustainability.

Exhibits

Provided under separate cover.

Staff Recommendation:

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

Presenter:

Mary Margaret C. Hull, PMP, APR, Senior Planner/Resilience Coordinator, Government and Community Affairs Office

FINANCE/OUTREACH AND PLANNING COMMITTEE

September 23, 2025

Discussion: Information Item: Office of Inspector General Fiscal Year 2025 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 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.

Exhibits

Provided under separate cover.

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 23, 2025

Submit & File: Information Item: Budget Transfer Report

Purpose

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

Background

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

Exhibits

Exhibit 1 – Budget Transfer Report

Staff Recommendation:

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

Presenter:

Melisa J. Lowe, Bureau Chief, Finance Bureau

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
August 2025

--- TRANSFERRED FROM ---		--- TRANSFERRED TO ---		
Item No.	Bureau / Expenditure Category	Bureau / Expenditure Category	Reason for Transfer	Transfer Amount
<u>Change from Original Budget Intent</u>				
1	General Services Consultant Services	General Services Capitalized - Contracted Construction	Transfer of funds originally budgeted for engineering services associated with work on District facilities outside of planned capital improvements. The funds are no longer required due to the Facilities Section not receiving special requests this fiscal year. The funds are needed to replace a heating, ventilation and air conditioning unit on a Kent Tract security residence that failed unexpectedly and is not repairable.	\$ 10,500.00
2	Operations Maint/Repair of Buildings/Structures	Engineering and Project Management Consultant Services	Transfer of funds originally budgeted for maintenance and repair of District structures. Expenditures have been less than anticipated as a result of savings from work performed in-house. The funds are needed for engineering services associated with oversight of repairs at the Edward Medard Dam.	75,000.00
3	Information Technology Equipment - Computer	Information Technology Equipment - Computer Other Contractual Services	Transfer of funds originally budgeted for replacement of the unified computing system at the Tampa Data Center. The cost of the replacement was less than budgeted. The funds are needed to replace five-year-old security camera servers at District facilities with larger server units than originally planned. An increase in video footage retention requirements, from 30 days to nine months, necessitates replacement units with greater storage capacity.	42,849.00
4	Human Resources Employee Awards & Activities	Human Resources Training Not Requiring Travel	Transfer of advanced funds provided by the District's former health insurance provider originally budgeted for employee wellness activities. Additional funds for employee wellness activities are not required at this time. The funds are needed for professional development opportunities for staff, including personal coaching, which still meets the eligibility requirements of the advanced funds.	66,322.81
5	Information Technology Other Contractual Services	Data Collection Maintenance/Repair of Equipment	Transfer of funds originally budgeted for a replacement District staff timekeeping system. The funds are no longer required after the project was cancelled due to product limitations. The funds are needed for repair and maintenance of Chemistry Laboratory equipment in addition to the \$17,500 budgeted to ensure sufficient funds are available to handle any potential failures that may occur before the end of the fiscal year. Unforeseeable equipment failure earlier in the fiscal year caused expenditures to be higher than anticipated.	11,000.00
Total Change from Original Budget Intent				205,671.81
Total Amount Transferred				\$ 205,671.81

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 23, 2025

4. RESOURCE MANAGEMENT COMMITTEE

4.1	Discussion: Consent Item(s) Moved to Discussion	122
4.2	Discussion: Information Item: Knowledge Management: Springs Coast Steering Committee Governing Board Policy	123
4.3	Submit & File: Information Item: Surface Water Improvement and Management Priority Water Body List	134

RESOURCE MANAGEMENT COMMITTEE

September 23, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE

September 23, 2025

Discussion: Information Item: Knowledge Management: Springs Coast Steering Committee Governing Board Policy

Purpose

The purpose of this item is to discuss revisions to the Springs Coast Steering Committee policy.

Background/History

In 2014, the District together with local, regional, and state partners, formed the Springs Coast Steering Committee (SCSC). The committee's mission is to build consensus and partnerships to improve and manage each of the five first-magnitude spring systems through effective development and implementation of Surface Water Improvement and Management (SWIM) plans. These plans identify management actions, projects that address the issues facing each system, and specific quantifiable objectives and indicators to assess overall progress.

In 2016, the Legacy Florida Act provided legislative funding at an annual level of \$50 million to protect and restore Outstanding Florida Springs (OFS). The Florida Department of Environmental Protection (FDEP) requested assistance from the water management districts in soliciting, evaluating, and submitting projects to the FDEP for funding consideration. The SCSC provided a lead role in soliciting and reviewing the FDEP springs projects and made recommendations to the Governing Board to approve and forward projects to the FDEP for funding consideration.

Starting July 2025, FDEP began accepting springs funding applications solely through their grant portal, Protecting Florida Together. Due to this state-wide change, the FDEP is no longer requesting the water management districts solicit, review, and rank these applications. Therefore, changes to the SCSC Policy are recommended to remove these responsibilities and to revise the meeting frequency based on these changes. The proposed revised SCSC Governing Board policy is included as an exhibit.

Benefits

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

Strategic Plan

This Knowledge Management document supports the District's Strategic Plan Natural Systems Conservation, Restoration and Management Strategic Initiative, the Northern Planning Region – Springs Regional Priorities and Objectives and the District Core Business Processes of Knowledge Management.

Exhibits

Exhibit 1 – Springs Coast Steering Committee Governing Board Policy – Clean Draft

Exhibit 2 – Springs Coast Steering Committee Governing Board Policy – Redline Draft

Staff Recommendation:

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

Presenter:

Madison Trowbridge, Ph.D., Springs Scientist, Natural Systems and Restoration Bureau

DRAFT

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Springs Coast Steering Committee

Document Owner: Natural Systems and Restoration
Bureau Chief

Approved By: Board Chair

Effective Date:

MM/DD/YYYY

Supersedes:

03/26/2024

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PURPOSE

The purpose of this policy is to establish the Springs Coast Steering Committee (SCSC) to the Southwest Florida Water Management District (District), and to set forth the purpose, activities, and membership guidelines of the SCSC.

While recognizing the need to manage all springs, the District places a priority on the five first-magnitude spring groups: Chassahowitzka, Crystal River/Kings Bay, Homosassa, Rainbow, and Weeki Wachee. These spring groups, located in or discharging to an area known as the Springs Coast, collectively discharge more than one billion gallons of water per day. Each spring system in the Springs Coast region is a unique, complex system with different sets of challenges and requires different management techniques. To address these issues, the District invited local, regional, and state agencies to form the SCSC.

The SCSC meets publicly under the Sunshine Law and is responsible for assisting in managing these springs through development of the Surface Water Improvement and Management (SWIM) plans for the first-magnitude springs. The SCSC regularly reviews quantifiable objectives as set in these plans to determine the health of these systems and make recommendations to the

GOVERNING BOARD POLICY

Title: Springs Coast Steering Committee

Effective Date: MM/DD/YYYY

Page 2 of 5

District. The Springs Coast Management Committee (SCMC) and the Technical Working Group (TWG) were created to assist in these efforts.

The SCMC meets publicly under the Sunshine Law. The SCMC's primary responsibilities include providing information and recommendations to the SCSC and guidance to the TWG. The TWG serves as scientific experts for SWIM Plan development and does not meet under the Sunshine Law. Collectively, these three committees are known as the Springs Coast Committees.

The District has a 13-member Governing Board composed of gubernatorial appointees. The Board appointees are citizens from throughout the District representing the numerous and varied interests which exist. These Governing Board appointees are the policy makers of the District and ensure that the District achieves its statutory responsibilities. It is the intent of these Board members that the Springs Coast Committees provide valuable feedback and advice on issues that are determined by Board members to be directly related to the District's statutory responsibilities.

District staff is charged with providing administrative support to the Committee, including developing and posting meeting notices and agendas, making arrangements for meeting facilities, recording meetings and providing meeting summaries, monitoring membership attendance, and performing other related administrative tasks.

SCOPE

The purpose of the SCSC shall be to provide two-way communication between the District and the springs community. SCSC member representatives serve as liaisons with the District, maintaining communication with other members of their organizations and conveying input from the organization to the SCSC. The SCSC acts as an education extension of the District by helping to disseminate information and by advising and assisting the District in evaluating each spring system in the Springs Coast region. The Springs Coast Committees develop SWIM plans tailored for each spring system to identify issues, solutions, costs and responsibilities.

AUTHORITY

Chapter 373, Florida Statutes

DEFINITIONS

N/A.

STANDARDS

SCSC membership will consist of representatives of local, regional, and state agencies. Member organizations will be selected by the Executive Director at the recommendation of the Governing Board. Each SCSC member organization shall designate a primary representative. Alternates

GOVERNING BOARD POLICY

Title: Springs Coast Steering Committee

Effective Date: MM/DD/YYYY

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may also be designated to represent their organizations in the absence of the primary member. The alternative representative shall have full voting rights in the absence of the primary.

The SCSC is currently represented by the following organizations: Citrus County, City of Crystal River, Florida Department of Agriculture and Consumer Services (FDACS), Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife Conservation Commission (FFWCC), Hernando County, Marion County, Pasco County, and the District.

The SCMC member organizations will be selected by the SCSC. The SCMC is currently represented by the following organizations: Citrus County, City of Crystal River, Florida Department of Agriculture and Consumer Services (FDACS), Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife Conservation Commission (FFWCC), Florida Governmental Utility Authority (FGUA), Hernando County, Marion County, Pasco County, agriculture, public supply, environmental, regional planning council, industry, academia, state parks, and the District.

Representatives shall be appointed to the TWG by SCMC members from their represented organizations. The District may also invite other technical experts as necessary.

TERMS OF MEMBERSHIP

SCSC/SCMC/TWG member representatives are appointed by the agencies they represent or invited by District staff. If an organization's representative misses three consecutive meetings without prior notice to the District, the District shall request the member organization to select a representative who is better able to attend meetings. The Executive Director or his/her designee can remove a membership or a member representative from the committee for nonparticipation at the recommendation of the Governing Board.

OFFICERS AND DUTIES

The Governing Board Chair will appoint one of its members as the SCSC Chair. The District Executive Director will appoint a District staff member as the SCMC Chair. The Chairs shall be responsible for assisting the District staff in establishing meeting agendas, in soliciting input from members, for chairing meetings, for establishing subcommittees as may be appropriate, and for representing the Springs Coast Committees when necessary. When TWG meetings are requested by either the SCSC or the SCMC, District staff will facilitate these meetings.

POLICY

Meetings of the SCSC and SCMC will be held, at a minimum, twice a year, unless revised by the Governing Board Chair and Executive Director, respectively. The TWG will meet as needed. Requests for special meetings may also be made by the Chairs. Notices of SCSC meetings will be posted on the District's web calendar. Minutes for the SCSC and the SCMC meetings will be recorded by District staff. Topics for discussion at SCSC and SCMC meetings will be focused on priorities set by the District or the Chairs and limited to issues specific to those priorities. Other topics may be proposed by the SCSC or the SCMC members, which may be placed on the agenda for discussion at the discretion of the respective Chair. However, requests of staff requiring more than routine support will be subject to approval by the Executive Director or his designee. A quorum is required for any action items of the SCSC. Action items by the SCMC shall be by majority vote of the members present (no quorum requirement). Meetings shall be conducted in accordance with *Robert's "Rules of Order"* as described in *Robert's "Rules of Order"*

GOVERNING BOARD POLICY

Title: Springs Coast Steering Committee

Effective Date: MM/DD/YYYY

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Newly Revised,” originally written by General Henry M. Robert (1876), unless specified otherwise by law or this Policy. The SCSC and the SCMC are subject to the Government-in-the-Sunshine Law and all other applicable laws and regulations.

DISTRIBUTION

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

REFERENCES

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

Robert’s Rules of Order Newly Revised, Eleventh Edition (2011)

REVIEW PERIOD

This Policy will be reviewed every three years.

DOCUMENT DETAILS

Document Name	Springs Coast Steering Committee
Formerly Known As	N/A
Document Type	Policy
Author(s)	Vivianna Bendixson
Reviewing Stakeholder(s)	Madison Trowbridge, Lisa Laupert
Document Owner Name	Randy Smith
Document Owner Title	Natural Systems and Restoration Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	03/26/2024
Effective Date	MM/DD/YYYY

APPROVAL

John R. Mitten
Chair

Date

GOVERNING BOARD POLICY

Southwest Florida Water Management District

Title: Springs Coast Steering Committee

Document Owner: Natural Systems and Restoration
Bureau Chief

Approved By: Board Chair

Effective Date: 03/26/2024

Supersedes: 03/26/2024

NEW

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PURPOSE

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While recognizing the need to manage all springs, the District places a priority on the five first-magnitude spring groups: Chassahowitzka, Crystal River/Kings Bay, Homosassa, Rainbow, and Weeki Wachee. These spring groups, located in or discharging to an area known as the Springs Coast, collectively discharge more than one billion gallons of water per day. Each spring system in the Springs Coast region is a unique, complex system with different sets of challenges and requires different management techniques. To address these issues, the District invited local, regional, and state agencies to form the SCSC.

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GOVERNING BOARD POLICY

Title: Springs Coast Steering Committee

Effective Date: 03/26/2024

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District. The Springs Coast Management Committee (SCMC) and the Technical Working Group (TWG) were created to assist in these efforts.

~~Additionally, the Florida Department of Environmental Protection (FDEP) has requested the District review project applications submitted for funding through the FDEP Springs Restoration Grant program. The District utilizes the knowledge and expertise of the SCSC to assist with reviewing and evaluating these project applications for projects within the District. The SCMC and the TWG may also assist in these efforts.~~

The SCMC meets publicly under the Sunshine Law. The SCMC's primary responsibilities include providing information and recommendations to the SCSC and guidance to the TWG. The TWG serves as scientific experts for SWIM Plan development and does not meet under the Sunshine Law. Collectively, these three committees are known as the Springs Coast Committees.

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AUTHORITY

Chapter 373, Florida Statutes

DEFINITIONS

N/A.

STANDARDS

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GOVERNING BOARD POLICY

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POLICY

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GOVERNING BOARD POLICY

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Effective Date: 03/26/2024

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DISTRIBUTION

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REFERENCES

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

Robert’s Rules of Order Newly Revised, Eleventh Edition (2011)

REVIEW PERIOD

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GOVERNING BOARD POLICY

Title: Springs Coast Steering Committee

Effective Date: 03/26/2024

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DOCUMENT DETAILS

Document Name	Springs Coast Steering Committee
Formerly Known As	N/A
Document Type	Policy
Author(s)	Vivianna Bendixson
Reviewing Stakeholder(s)	Madison Trowbridge, Lisa Laupert
Document Owner Name	Randy Smith
Document Owner Title	Natural Systems and Restoration Bureau Chief
Review Period (in days)	1095
Span of Control	Governing Board
Supersedes Date	03/26/2024 N/A
Effective Date	03/26/2024

APPROVAL

John R. Mitten~~E.D. Armstrong III~~
Chair

Date

RESOURCE MANAGEMENT COMMITTEE**September 23, 2025****Submit & File: Information Item: Surface Water Improvement and Management Priority Water Body List***Purpose*

This submit and file report addresses the initial step for the statutorily required five-year review and update of the District's Surface Water Improvement and Management (SWIM) priority water body list. Following coordination with the Florida Department of Environmental Protection (FDEP), Department of Agriculture and Consumer Services (FDAC), the Florida Department of Commerce, the Fish and Wildlife Conservation Commission (FWC), local governments, and others, the priority list will be presented to the Governing Board for final review and approval prior to submittal to the FDEP.

Background/History

In 1987, the Florida Legislature established the SWIM Act having recognized that water quality and habitat in surface waters throughout the state have degraded or were in danger of being degraded. The Act requires each water management district, in cooperation with identified parties, identify a priority list of water bodies of regional significance or statewide significance within their respective boundaries. The District, in cooperation with state agencies, local governments, and other stakeholders, develops plans (SWIM Plans) and programs for the improvement and protection of those water bodies. Section 373.453, Florida Statutes requires that the SWIM priority list be reviewed and updated every five years.

The current priority list the District has identified, and the state has approved, includes the following twelve priority water bodies:

1. Tampa Bay,
2. Rainbow River,
3. Crystal River/Kings Bay,
4. Lake Panasoffkee,
5. Charlotte Harbor,
6. Lake Tarpon,
7. Lake Thonotosassa,
8. Winter Haven Chain of Lakes,
9. Sarasota Bay,
10. Weeki Wachee River,
11. Chassahowitzka River,
12. Homosassa River

The SWIM Plans for each water body identify the management issues, strategies, and goals for the restoration and protection of water quality and natural systems for these water bodies. All twelve water bodies have an approved SWIM plan.

Coordination Activities

Following the September 2025 Governing Board meeting staff will coordinate directly with the FDEP, FDACS, the Florida Department of Economic Opportunity, FWC, local governments, and others. In addition, staff will present the priority list to the District's Environmental Advisory Committee prior to seeking Governing Board approval.

Staff have not identified any changes to the priority list, but will review all submitted input and return to the Governing Board to request approval of the priority list to be submitted to DEP.

Strategic Plan

This priority list supports the District's Strategic Plan in both the Water Quality – Maintenance and Improvement and Natural Systems – Conservation, Restoration and Management Strategic Initiatives.

Exhibits

None.

Staff Recommendation:

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

Presenter:

Vivianna Bendixson, Manager, Natural Systems and Restoration Bureau

Governing Board Meeting
September 23, 2025

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

5.1	Discussion: Consent Item(s) Moved to Discussion	136
5.2	Discussion: Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-14), SWF Parcel No. 13-004-317S (Hillsborough County)	137

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE

September 23, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE

September 23, 2025

Discussion: Action Item: Offer for Surplus Lands – Tampa Bypass Canal (TBC-14), SWF Parcel No. 13-004-317S (Hillsborough County)

Purpose

Recommend the Governing Board approve the Contract for Sale and Purchase included as Exhibit 1, for a surplus parcel identified as TBC-14. The District received an offer to purchase the TBC-14 parcel from Gosalia Concrete Constructors, Inc. for \$220,000. The offer reflects a price of approximately \$77,193 per acre for approximately 2.85 acres. A general location map and site map are attached as Exhibits 2 and 3, respectively.

Background

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

In 2012, TBC-14 and other parcels along the TBC were identified as no longer necessary for continued operation and maintenance of the canal. Pursuant to Florida Statutes, this parcel was advertised in a local newspaper on April 18, 2025, April 25, 2025, and May 2, 2025.

Appraisal and Price

The TBC-14 Parcel was appraised on June 10, 2025, for \$155,000 by Tod Marr & Associates, LLC, Tod Marr, MAI, CCIM. As part of the appraisal, District staff has discussed the contracts and market activity related to this property with the appraiser and the independently considered market conditions affecting the value of the property. The highest and best use for the property is for recreation or purchase by an adjacent property owner. A sales summary and adjustment chart from the appraisal is attached as Exhibit 4. The full appraisal is available upon request. The property value details are summarized below:

	Total	Per Acre
Offer Amount	\$220,000	\$77,193
Appraised Value	\$155,000	\$54,386
Listing Price	\$200,000	\$70,175

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

Sale Terms

- The District will grant a 75' access easement, SWF Parcel No. 13-004-324X (Access Easement) over the land traversing from Harney Road south to the northwestern boundary of said surplus parcel.
- The Buyer shall have the right to install fencing around the entire parcel, subject to any applicable local, state, or federal regulations.
- The Buyer shall have the right to pave all or any portion of the Access Easement, subject to any and all applicable permitting and regulatory requirements.
- The District will deliver title to the buyer by Quit Claim Deed.
- The Buyer will make a deposit of five percent (5%) of the contract price or \$11,000 with a closing to occur no more than forty (40) days after the effective date of the Contract for Sale and Purchase.
- The buyer will pay the real estate commission of \$13,200 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.

Benefits/Costs

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

Strategic Plan

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

Exhibits

Exhibit 1 – Contract for Sale and Purchase

Exhibit 2 – Location Map

Exhibit 3 – Site Map

Exhibit 4 – Sales Summary and Adjustment Chart

Staff Recommendation:

- Accept the offer of \$220,000;
- Approve the Contract for Sale and Purchase and authorize the Executive Director to sign on behalf of the District;
- Authorize the Chairman and Secretary of the Governing Board to execute the Quit Claim Deed and the Access Easement;
- Authorize the conveyance of the District's interest in all phosphate, minerals, metals, and petroleum in or on or under the land upon the request of the buyer;
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter:

Mike Singer, Real Estate Services Manager, Land Resources Bureau

Exhibit 1

Approved by Attorney: _____

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase (Contract) is made this _____ day of, 2025, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 (District), and Gosalia Concrete Constructors, Inc., having an address of 4607 N 56th Street, Tampa, FL 33610 (Buyer), as follows:

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

2. **TIME FOR ACCEPTANCE**: Upon execution of this Contract by Buyer, Buyer's offer will be binding for sixty-eight (68) days after such execution by Buyer. If this Contract is not executed by the District on or before September 30, 2025 (68) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.

3. **EFFECTIVE DATE**: The effective date of this Contract will be the date of execution by the District.

4. **APPROVAL**: This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement will terminate.

5. **PURCHASE PRICE**: The total purchase price for the Property will be two hundred and twenty thousand dollars (\$220,000), which will be paid in the following manner:

a. **Deposit**: Concurrent with the execution by Buyer of this Contract, Buyer will deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes (F.S.), made payable to the closing agent designated by the District, as earnest money (Deposit). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 13 of this Contract, or as a result of the District's default under paragraph 14 of this contract, the District will return the Deposit to Buyer.

b. **Balance**: The balance of the purchase price will be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.

6. **CLOSING, EXPENSE AND POSSESSION**: This Contract will be closed no later than forty (40) days from the effective date referenced in Paragraph 2, unless this

Contract for Sale and Purchase
Parcel Name: TBC-14
SWF Parcel No.: 13-004-317S

Revised 3/1/2021

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

a. **Time and Place**: The date, time and place of closing will be set by the District.

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

c. **Expenses**: Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Meridian Title Company Inc., having an address of 37837 Meridian Ave STE 100, Dade City, FL 33525, as the escrow agent for closing. The Buyer will pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.

d. Buyer will also be responsible for paying brokerage fees Real Estate in the amount of thirteen thousand, two hundred dollars (\$ 13,200), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

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

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

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

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

Contract for Sale and Purchase
Parcel Name: TBC-14
SWF Parcel No.: 13-004-317S

Revised 3/1/2021

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within thirty (30) days from the effective date of this Contract (Due Diligence Period).

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

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

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

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

Contract for Sale and Purchase
Parcel Name: TBC-14
SWF Parcel No.: 13-0004-317S

Revised 3/1/2021

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

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

14. **DEFAULT**: If Buyer fails to close within forty (40) days from the effective date referenced in Paragraph 3, the District will retain the Deposit, this Contract will terminate, and the District and Buyer will be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within sixty (60) days from the effective date referenced in Paragraph 3, the District will return the Deposit to Buyer, this Contract will terminate, and Buyer and the District will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

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

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

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

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

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

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

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

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

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

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

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

Exhibit "A" Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

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

Witness

Printed Name

Witness

Printed Name

By: _____

Name: _____

Title: _____

Date: _____

BUYER:
GOSALIA CONCRETE CONSTRUCTORS, INC.

Witness

Printed Name

By: J. Gosalia

Name: Jay Gosalia

Title: President

Date: 7-25-2025

Type text here

Witness

Printed Name

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Legal Description of Property

PARCEL NO. 13-004-317S

THE FOLLOWING DESCRIBED LANDS BEING A PORTION OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT LANDS LYING WITHIN SECTION 19, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, NAMELY A PORTION OF THE TAMPA BYPASS CANAL PARCEL 13-004-189 LYING WITHIN THE FOLLOWING APPROXIMATELY DESCRIBED PARCEL LIMITS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 28 SOUTH, RANGE 20 EAST IN HILLSBOROUGH COUNTY, FLORIDA;

THENCE RUN ALONG AND COINCIDENT WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTH 00°04'33" EAST A DISTANCE OF 677.96 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE LYING 240 FEET SOUTH AND PARALLEL WITH THE NORTH BOUNDARY OF AFORESAID PARCEL 13-004-189, FOR A POINT OF BEGINNING;

THENCE RUN NORTH 89°47'23" WEST ALONG SAID PARALLEL LINE, SAID PARALLEL LINE WILL BE LOCATED SUCH THAT THIS LINE LIES A MINIMUM OF 20 FEET NORTH OF A LINE OF EXISTING TREES TO ALLOW THE DISTRICT UNOBSTRUCTED ACCESS TO ITS REMAINING EASTERLY BOUNDARY LINE ON THE NORTH SIDE OF SAID TREE LINE, SAID LINE SUBJECT TO APPROVAL BY DISTRICT STAFF BASED ON FIELD LOCATIONS, A DISTANCE OF 435.28 FEET MORE OR LESS TO AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID PARCEL NUMBER 13-004-189;

THENCE RUN NORTH 34°24'03" WEST, A DISTANCE OF 291.60 FEET MORE OR LESS TO A POINT ON THE NORTH BOUNDARY LINE OF SAID PARCEL 13-004-189;

THENCE SOUTH 89°47'23" EAST ALONG SAID NORTH LINE A DISTANCE OF 600.35 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19;

THENCE SOUTH 00° 04' 33" WEST, A DISTANCE OF 240.00 MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.85 ACRES MORE OR LESS.

TOGETHER WITH A 75-FOOT-WIDE ACCESS EASEMENT DESCRIBED BELOW

LEGAL DESCRIPTION: SWF PARCEL NO. 13--004-324X

THE FOLLOWING DESCRIBED LANDS BEING A PORTION OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT LANDS LYING WITHIN SECTION 19, TOWNSHIP 28 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, NAMELY A PORTION OF THE TAMPA BYPASS CANAL PARCEL 13-004-189, 13-004-194, AND 13-004-231 LYING WITHIN THE FOLLOWING APPROXIMATELY DESCRIBED PARCEL LIMITS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19, TOWNSHIP 28 SOUTH, RANGE 20 EAST IN HILLSBOROUGH COUNTY, FLORIDA;

THENCE RUN ALONG AND COINCIDENT WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, NORTH 00°04'33" EAST A DISTANCE OF 677.96 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE LYING 240 FEET SOUTH AND PARALLEL WITH THE NORTH BOUNDARY OF AFORESAID PARCEL 13-004-189;

THENCE RUN NORTH 89°47'23" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 435.28 FEET MORE OR LESS TO AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST BOUNDARY OF SAID PARCEL NUMBER 13-004-189;

THENCE RUN NORTH 34°24'03" WEST, FOR A DISTANCE OF 216.61 FEET MORE OR LESS FOR A POINT OF BEGINNING;

THENCE SOUTH 55°35'57" WEST, A DISTANCE OF 75.00 FEET;

THENCE NORTH 34°24'03" WEST ALONG A LINE 75.00 FEET SOUTHWEST OF AND PARALLEL WITH THE EASTERLY LINE OF PARCEL NUMBER 13-004-189, FOR 999.15 FEET MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF HARNEY ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 55°33'43" EAST, FOR A DISTANCE OF 75.00 FEET MORE OR LESS TO AN INTERSECTION WITH THE EASTERLY LINE OF PARCEL NUMBER 13-004-189;

THENCE ALONG SAID EASTERLY LINE SOUTH 34°24'03" EAST, FOR A DISTANCE OF 999.20 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.72 ACRES MORE OR LESS.

Approved for use by the Survey Section 04-16-2025, W.O. 18-124.

Remainder of this page intentionally left blank

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

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

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

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

Remainder of this page intentionally left blank.

**ADDENDUM TO CONTRACT FOR PURCHASE AND SALE
BETWEEN
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("Seller")
AND
GOSALIA CONCRETE CONSTRUCTORS, INC. ("Buyer")**

SWF Parcel No. 13-004-317S
and
SWF Parcel No. 13-004-324X
Hillsborough County, Florida

This Addendum is made a part of the Contract for Purchase and Sale by and between the Seller and Buyer regarding the above-referenced parcels. The parties agree to the following additional terms:

1. Buyer shall acquire SWF Parcel No. 13-004-317S in fee simple. Buyer shall have the right to install fencing around the entire parcel, subject to any applicable local, state, or federal regulations.
2. Buyer shall have the right to pave all or any portion of SWF Parcel No. 13-004-324X, subject to any applicable permitting and regulatory requirements.

All other terms and conditions of the original Contract shall remain in full force and effect unless modified herein.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

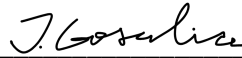
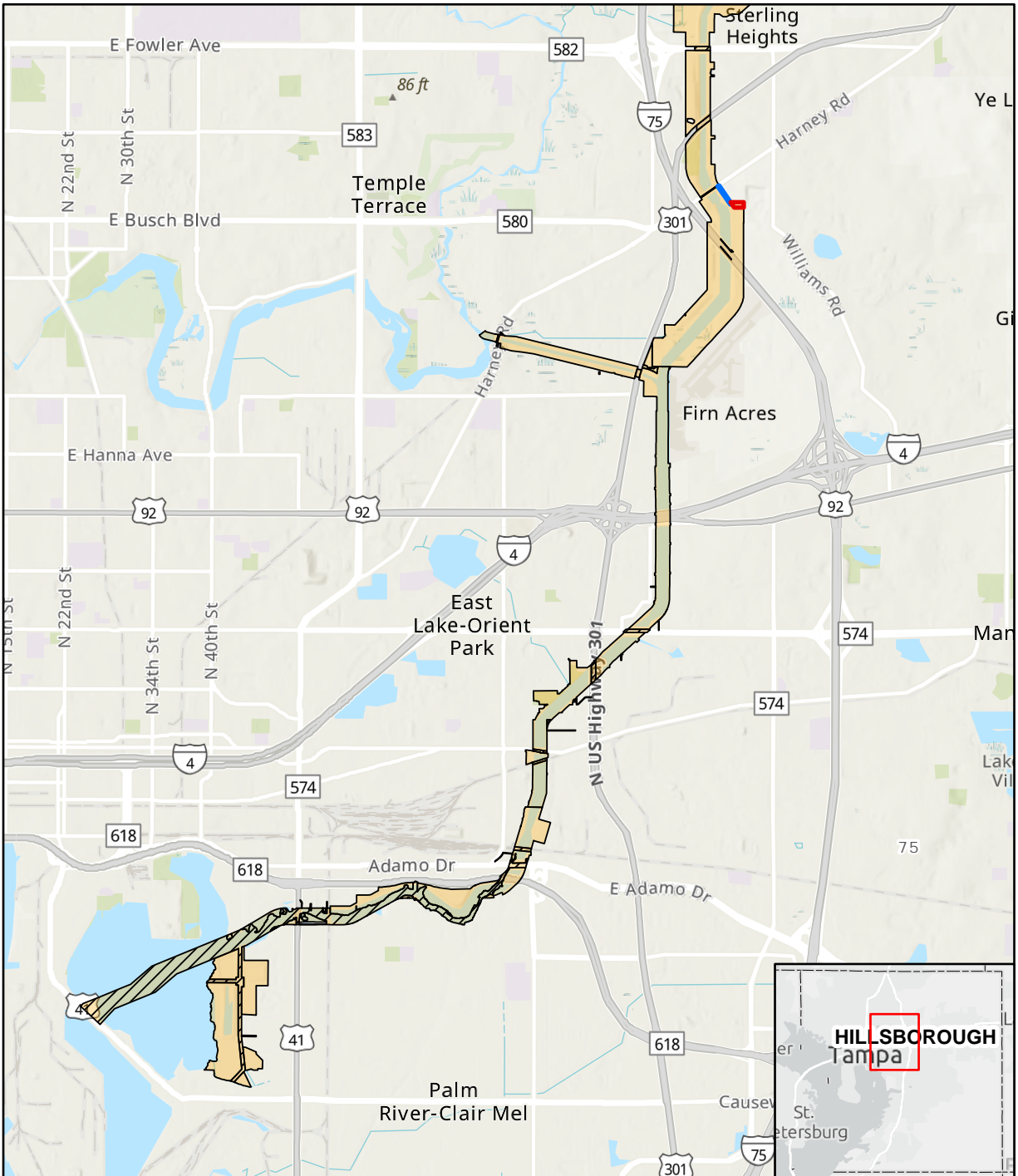
<hr/>	<hr/>		<u>7-25-2025</u>
Seller	Date	Buyer	Date
<hr/>		Jay Gosalia	
Printed Name		Printed Name	

Exhibit 2 - Location Map
SWF Parcel No. 13-004-317S (TBC-14) and
SWF Parcel No. 13-004-324X



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

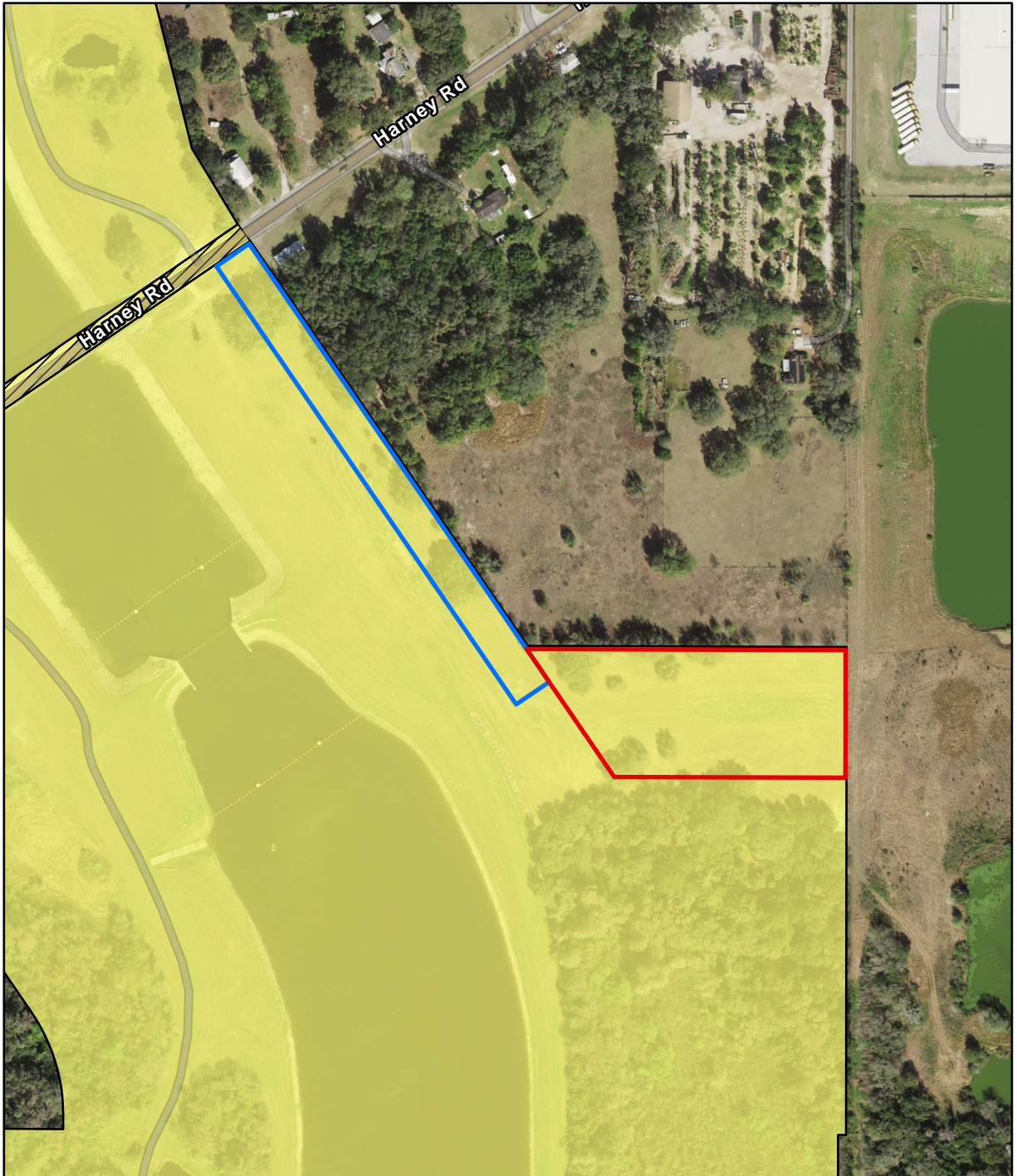
- SWF Parcel No. 13-004-317S
- SWF Parcel No. 13-004-324X
- District Owned Lands Fee Simple
- District Owned Land Easements

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Miles



Southwest Florida
Water Management District

Exhibit 3 - Site Map
 SWF Parcel No. 13-004-317S (TBC-14) and
 SWF Parcel No. 13-004-324X



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

- SWF Parcel No. 13-004-317S
- SWF Parcel No. 13-004-324X
- District Owned Lands Fee Simple
- District Owned Land Easements

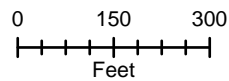


Exhibit 4

LAND COMPARABLE COMPARISON CHART

<u>NAME</u>	<u>SUBJECT</u>	<u>COMP. #1</u>	<u>COMP. #2</u>	<u>COMP. #3</u>	<u>COMP. #4</u>
SALE PRICE		\$85,000	\$35,000	\$265,000	\$17,500
LAND SIZE (# OF GROSS ACRES)	2.85	1.49	0.52	5.35	0.26
LAND SIZE (# OF UPLAND ACRES)	2.85	1.49	0.52	5.35	0.26
PRICE/GROSS ACRE		\$57,047	\$67,308	\$49,533	\$67,308
DATE OF APPRAISAL/SALE	Jun-25	Jul-23	Apr-23	Oct-21	Jan-21
MONTHS SINCE SALE		24	27	45	55
<u>PHYSICAL CHARACTERISTICS</u>					
LOCATION	Thonotosassa	Thonotosassa	Palm Harbor	Pinellas Park	Thonotosassa
COUNTY	Hillsborough	Hillsborough	Pinellas	Pinellas	Hillsborough
TOPOGRAPHY	Level/Cleared	Level/Cleared	Level/Cleared	Level/Cleared	Level/Wooded
PERCENTAGE UPLANDS	100%	100%	100%	100%	100%
FLOOD ZONE DESIGNATION	X	X	X	AE	X
SHAPE	Rectangular	SI Irregular	Flag Shape	SI Irregular	Rectangular
ZONING/FUTURE LAND USE	AR/Q/QP	AR/Res4	RE/RL	RPD/ROS	AS-1/SMU6
ACCESS	Easement	Landlocked	Street Front	Street Front	Street Front
WATERFRONTAGE	None	None	None	None	None
<u>ADJUSTMENTS</u>					
FINANCING/CONDITIONS OF SALE		0%	0%	0%	0%
FIN/COND OF SALE ADJUSTED PRICE		\$85,000	\$35,000	\$265,000	\$17,500
<u>MARKET CONDITIONS</u>					
% ADJUSTMENT		0%	0%	10%	10%
TIME ADJUSTED SALE PRICE		\$85,000	\$35,000	\$291,500	\$19,250
<u>PHYSICAL CHARACTERISTICS</u>					
LOCATION	Average	Similar	Superior	Similar	Similar
ACCESS	Easement	Inferior	Superior	Superior	Superior
TOPOGRAPHY / % UPLANDS	Level/100%	Similar	Similar	Similar	Similar
FLOOD ZONE DESIGNATION	X	Similar	Similar	Inferior	Similar
SIZE	2.85 Acre	Superior	Superior	Similar	Superior
SHAPE	Rectangular	Similar	Similar	Similar	Similar
ZONING/FUTURE LAND USE	AR/Q/QP	Similar	Similar	Similar	Similar
WATERFRONTAGE	None	<u>Similar</u>	<u>Similar</u>	<u>Similar</u>	<u>Similar</u>
OVERALL COMPARISON		Similar	Superior	Similar	Far Superior
<u>ANALYSIS</u>					
PRICE/GROSS ACRE		\$57,047	\$67,308	\$54,486	\$74,038

Governing Board Meeting
September 23, 2025

6. REGULATION COMMITTEE

6.1	Discussion: Consent Item(s) Moved to Discussion	152
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REGULATION COMMITTEE

September 23, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

Governing Board Meeting

September 23, 2025

7. GENERAL COUNSEL'S REPORT

7.1	Discussion: Consent Item(s) Moved to Discussion	153
7.2	Discussion: Action Item: Approval of the District's Annual Regulatory Plan for 2025-2026.....	154
7.3	Discussion: Action Item: Approval of Management Agreement – Chassahowitzka River Campground – SWF Parcel No. 15-347-129X (Citrus County).....	158
7.4	Discussion: Action Item: Affirm Governing Board Committee Actions.....	166

GENERAL COUNSEL'S REPORT

September 23, 2025

Discussion: Consent Item(s) Moved to Discussion

Presenter:

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

GENERAL COUNSEL'S REPORT

September 23, 2025

Discussion: Action Item: Approval of the District's Annual Regulatory Plan for 2025-2026

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.

During the 2025 legislative session, the Florida Legislature passed Senate Bill 108. Senate Bill 108 introduces new content to the annual regulatory plan. The updates to the annual regulatory plan include a schedule for rule review over the next five years and new reporting requirements for agency permitting and licensing activities. These changes will be reviewed during the presentation for the Governing Board.

The District's proposed 2025-2026 Regulatory Plan lists upcoming rulemaking in the following categories:

1. Amendments to Procedural Rules, Forms, Delegation Agreements, and materials incorporated by reference – 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.

After approval, 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 during the meeting.

Strategic Plan

The Annual Regulatory Plan complies with statutory mandates and also supports the District's Core Business Processes, ensuring consistency and efficiency for Regulation.

Exhibits

Exhibit 1 – Certification of Annual Regulatory Plan

Exhibit 2 – Annual Regulatory Plan Rulemaking Update

Staff Recommendation:

Approve the District's Annual Regulatory Plan for 2025-2026 and execute the certification required by Section 120.74(1)(d), F.S.

Presenter:

Elizabeth Fernandez, Deputy General Counsel, Office of General Counsel

**CERTIFICATION OF ANNUAL REGULATORY PLAN FOR 2023-2024
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 2025-2026, 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 5, 2025.

JOHN MITTEN, CHAIR

CHRISTOPHER A. TUMMINIA, ESQ. GENERAL
COUNSEL

Date

	A	B	C	D	E	F	G
1							
2							
3	Exhibit 2						
	Section 120.74(1)(a), F.S., Rulemaking						
	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
4							
5							
6	Section 120.74(1)(b), F.S., Rulemaking						
	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
7							
8	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.
9	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.
10	40D-2.091	373.036, 373.0363, 373.042, 373.0421, 373.079(4)(a), 373.083(5), 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 F.S.	Publications and Forms Incorporated by Reference	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.
11	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.
12	40D-2.321	373.103, 373.171, 373.219, 373.223, 373.227, 373.236, 373.250 F.S.	Duration of Permits	Rule Amendment	Update Rule	Conform the rule to updated permit duration requirements as provided in Florida Statutes.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and improve coordination with other agencies.
13	40D-2.331	373.079(4)(a), 373.083(5), 373.171, 373.219, 373.236, 373.239 F.S.	Modification of Permits	Rule Amendment	Update Rule	Conform the rule to updated permit duration requirements as provided in Florida Statutes.	The proposed rulemaking is intended to simplify, clarify, increase efficiency, and improve coordination with other agencies.
14	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.
15	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.
16	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.
17	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.
18	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.

GENERAL COUNSEL'S REPORT

September 23, 2025

Discussion: Action Item: Approval of Management Agreement – Chassahowitzka River Campground – SWF Parcel No. 15-347-129X (Citrus County)

In December 1990, the District acquired approximately 3,600 acres of conservation land from Lykes Brothers Inc., including a parcel known as the Chassahowitzka River Campground (Campground). Citrus County managed the Campground under an agreement with the District that expired in 2022.

On November 16, 2022, the District entered into a short-term agreement with Camp-N-Paddle, LLC, to assume management and operation of the Campground. The agreement with Camp-N-Paddle, LLC, is in effect until September 30, 2025.

On September 9, 2025, the Citrus County Board of County Commissioners approved a proposed 40-year management agreement for the County to resume managing and operating the Campground. District staff will present the terms of the proposed management agreement to the Governing Board for consideration and approval.

Strategic Plan

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

Exhibits

Exhibit 1 – Proposed Management Agreement

Staff Recommendation:

- Approve and authorize the Chair to execute the proposed Management Agreement.
- Approve and authorize Citrus County to execute a short-term agreement with the existing management vendor pending the procurement of a longer-term agreement.

Presenter:

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

**MANAGEMENT AGREEMENT BETWEEN
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND CITRUS COUNTY, FLORIDA FOR
THE CHASSAHOWITZKA RIVER CAMPGROUND**

THIS AGREEMENT ("Agreement") is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("District"), a public corporation, having a mailing address of 2379 Broad Street, Brooksville, Florida 34604-6899, and CITRUS COUNTY, FLORIDA ("County"), a political subdivision of the State of Florida, having a mailing address of 110 North Apopka Avenue, Inverness, Florida 32650, collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the District is the owner in fee simple of certain real property located in Citrus County, Florida, known as the Chassahowitzka River Campground, which is depicted in Exhibit "A" attached hereto and hereinafter referred to as "the Campground"; and

WHEREAS, the County is the owner in fee simple of certain real property located in Citrus County, Florida, along the Chassahowitzka River, which is depicted in Exhibit "B" attached hereto and hereinafter referred to as "the County Property"; and

WHEREAS, the Campground contains certain improvements, including RV camping spaces with associated utilities, tent camping spaces, a single-family residence, a laundry facility with bathroom and shower amenities, a covered pavilion, a campground store, and a waterside deck, which are depicted in Exhibit "C" attached hereto and hereinafter referred to as "the Campground Improvements"; and

WHEREAS, the County Property contains certain improvements, including a boat ramp, a kayak launch, a kayak launch area, a covered dock house, a paved parking area, and a paved road known as Miss Maggie Drive, which are depicted in Exhibit "D" attached hereto and hereinafter referred to as "the Riverfront Improvements"; and

WHEREAS, the District and the County recognize the recreational potential of the Campground and have the common purpose of making such lands and the improvements thereon available for general public recreational use which is compatible with environmentally acceptable water resource practices; and

WHEREAS, the County operated, maintained, and managed the Campground, Campground Improvements, and Riverfront Improvements, hereinafter referred to as "the Project Area," from January 1991 to November 2022 for recreational use by the public under the terms and conditions of the Management Agreement between the District and the County dated January 19, 1991, as subsequently amended; and

WHEREAS, the District has operated, maintained, and managed the Campground

since the management agreement between the District and the County expired in November 2022;

WHEREAS, the centralized management of the Project Area maximizes the potential for recreational opportunities and operational continuity of the Campground; and

WHEREAS, the District and the County desire for the County to resume operation, maintenance, and management of the Project Area.

NOW, THEREFORE, for the reasons set forth above, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby mutually covenant and agree as follows:

1. **Affirmation of Recitals:** The Parties hereby affirm the accuracy of the foregoing “Whereas” recitals, and incorporate them as part of this Agreement.
2. **Term:** The term of this Agreement will be for a period of Forty (40) years commencing on the Effective Date, as described herein.
3. **Property Management:** Notwithstanding Paragraph 7(e) regarding the District’s contribution to the Capital Improvement Plan, the County, at its sole expense, shall restore, operate, maintain, and manage the Project Area at a standard equal to or better than all other similar facilities now owned or operated by the County. The County’s responsibilities shall include, without limitation:
 - a. Obtaining and maintaining all permits, approvals, and authorizations necessary to operate, maintain, and manage the Project Area.
 - b. Rebuilding, repairing, or restoring the Campground Improvements and the Riverfront Improvements in the event of damage, deterioration, or destruction; provided that the District reserves the right to review and approve any activities involving the Campground Improvements.
 - c. Paying all costs associated with operating, maintaining, and managing the Project Area, including any costs associated with rebuilding, repairing, or restoring the Project Area and all Improvements located therein.
 - d. Tracking and maintaining information regarding tent and recreational vehicle (RV) campground reservations.
4. **Fees:** The County may establish and collect reasonable fees for entry to and use of the Project Area. All fees collected shall be used solely to offset the costs of operating, maintaining, and managing the Property and shall be deposited into a dedicated fund established exclusively for the Property as described in the Financial Accountability section of this Agreement.

5. **Revenue-Generating Activities:** The County may generate revenue from commercial activities conducted at the Property, including but not limited to tent and recreational vehicle (RV) campsite rentals, kayak and canoe rentals, and the sale of concessions. The County may engage a private vendor to operate and manage the Campground, provided that the County selects such vendor through a competitive solicitation process. The County shall retain discretion in the selection and management of the vendor, but shall remain responsible for ensuring compliance with the terms of this Agreement. All revenue generated from such activities shall be deposited into the dedicated fund established for the Property and used solely for the purposes of operation, maintenance, management, and capital improvements within the Property as described in the Financial Accountability section of this Agreement.
6. **Financial Accountability:** The County shall establish and maintain a dedicated fund exclusively for all fees and revenues collected in connection with this Agreement, including but not limited to entry fees and revenues from the activities described in Paragraph 5 herein. Expenditures from this fund shall be limited to costs reasonably incurred for the operation, maintenance, management, and capital improvements of the Project Area.
- a. The County shall prepare and provide to the District an annual financial report detailing all revenues collected and expenditures made in connection with this Agreement, including revenues generated by any private vendor engaged by the County. The County shall maintain complete and accurate financial records sufficient to support the annual report.
 - b. The District shall have the right, upon reasonable notice, to inspect, review, and audit all such financial records, including vendor records related to the operation and management of the Project Area. If any audit or review reveals that funds have been misapplied, diverted, or otherwise expended in violation of this Agreement, the County shall promptly take corrective action, including reimbursement of improperly expended amounts to the dedicated fund, and shall implement measures reasonably required by the District to prevent recurrence.
 - c. Any failure by the County to provide the annual financial report, maintain accurate financial records, or promptly correct deficiencies identified by the District shall constitute a default under this Agreement. In such event, the District may exercise its rights and remedies as provided in the Default and Remedies section, including suspension of the County's rights, performance of the County's obligations at the County's expense, or termination of this Agreement.
7. **Capital Improvement Plan:** Within twelve (12) months of the Effective Date of this Agreement, the County shall prepare and submit a ten (10) year capital improvement plan ("CIP") for the Project Area to the District for review and

approval.

- a. The District shall perform an assessment of the Project Area to determine the extent of repairs and improvements needed to ensure the Campground Improvements comply with applicable building, safety, and accessibility codes. The District shall provide a copy of the assessment to the County, and the findings must be incorporated into the final CIP.
 - b. The CIP shall identify and prioritize necessary repairs and improvements to the Project Area and all Improvements located therein, with the initial priority focused on public safety.
 - c. The CIP shall establish a schedule of anticipated capital improvements, estimated costs, and proposed funding sources.
 - d. The County shall be responsible for preparing, maintaining, and implementing the CIP and for ensuring that all improvements are completed in accordance with applicable laws, codes, and standards.
 - e. The District shall contribute up to Two Hundred Thousand Dollars (\$200,000) toward implementation of the CIP. District contributions shall be used exclusively for capital improvements identified in the CIP and shall be subject to the requirements of the Financial Accountability section of this Agreement.
 - f. The District's approval of the CIP shall not be unreasonably withheld.
8. **Right to Inspect Property:** The District's duly authorized officers, employees, and other agents and representatives will have the right at any and all times to enter upon and travel through and across the Project Area to conduct District activities as well as to inspect the Project Area and the District's works and operations thereon.
9. **Assignment:** The County shall not assign, delegate, or otherwise transfer any of the rights, interests, or obligations described herein without the prior written consent of the District. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
10. **Default and Remedies:** If the County fails to perform any of its obligations under this Agreement, the District shall provide the County with written notice of such default. The County shall have thirty (30) days from receipt of notice to cure the default, or, if the default is not reasonably curable within thirty (30) days, to commence and diligently pursue corrective action to completion. If the County fails to cure or commence cure within such period, the District may, at its option and in addition to any other rights and remedies available at law or in equity:

- a. Perform or cause the performance of the County's obligations and recover all reasonable costs and expenses incurred from the County;
 - b. Suspend or restrict the County's rights to operate or manage the Campground until the default is cured; and/or
 - c. Terminate this Agreement in accordance with Paragraph 15.
11. **Liability:** Each party shall be responsible for, and shall indemnify and hold harmless the other party from, any and all claims, losses, damages, and expenses, including reasonable attorneys' fees and costs (including fees and costs on appeal), to the extent caused by the negligent acts or omissions of its officers, employees, contractors, or agents in connection with the performance of this Agreement, but only to the extent permitted by, and subject to the limitations of, Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity or an increase in the limits of liability beyond those set forth in Section 768.28, Florida Statutes. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.
12. **Insurance:** The County will obtain and maintain comprehensive general public liability insurance or self-insurance in the amount of not less than two hundred thousand dollars (\$200,000) per individual, not less than three hundred thousand dollars (\$300,000) per accident, and three hundred thousand dollars (\$300,000) for property damage at all times this Agreement is in effect, which amounts are subject to change pursuant to Section 768.28, Florida Statutes. The County will also obtain and maintain, at its expense, property insurance for replacement cost coverage for all perils on all the Improvements on the Property. Such insurance policy, policies, or self-insurance will include the District and its agents, employees and officers as additional named insured and will require written notification to the District at least thirty (30) days prior to cancellation or termination of such insurance policy or policies or reduction in funds set aside for self-insurance below the amounts provided above, for any reason whatsoever. Annually, the County will provide to the District evidence of such insurance satisfactory to the District.
13. **Taxes and Assessments:** If any ad valorem taxes, intangible property taxes, personal property taxes, or other taxes or assessments of any kind are assessed or levied lawfully on the Property or any structures or improvements located thereon, as a result of the County's use and management during the term of this Agreement, the County will pay such taxes within thirty (30) days after receiving written notice thereof from the District. If the County fails to pay any such taxes, assessments, or fees within thirty (30) days after receiving written notice thereof from the District, the District may, at its sole option, pay the taxes, assessments or fees subject to immediate reimbursement thereof in full by the County, together with any interest thereon at the maximum rate allowed by law, and any administrative costs incurred by the District, including reasonable attorney's fees.

The County will reserve the right to contest the obligation to pay any taxes, assessments or fees.

14. **Signage:** The County will provide a sign for identification and public information at the entrance to the lands that states that the lands are made available to the County by the Southwest Florida Water Management District for public recreational uses. Other appropriate wording on the sign will identify other governmental agency contributions and participation with the County. The District reserves the right to place additional signage at the Campground.
15. **Termination:** Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, if the terminating party is not also in default of any term or condition of this Agreement. To initiate termination, the terminating party must provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within Ninety (90) days after receiving the Notice of Termination, this Agreement will automatically terminate. All equipment, buildings, facilities, or other permanent fixtures or structures present within the Campground will remain the property of the District upon termination unless otherwise agreed to by the Parties in writing. All equipment, buildings, facilities, or other permanent fixtures or structures present within the County Property will remain the property of the County upon termination unless otherwise agreed to by the Parties in writing. Upon termination of this Agreement, all obligations of the Parties under this Agreement will cease, and the Parties will have no further obligations to each other pursuant to this Agreement. Should the District elect to terminate for default in accordance with this provision, the District will be entitled to any damages the District may have incurred because of default on the part of the County, including attorneys' fees and costs, in addition to all other remedies under law or equity.
16. **Notices:** Any and all notices, requests or other communications relating to this Agreement or the performance of the Parties hereto will be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, overnight delivery or by registered mail posted prior to the expiration date for such notice, return receipt requested and first-class postage prepaid. Such written notice will be addressed as follows:
 - a. To the District: Executive Director, 2379 Broad Street, Brooksville, FL 34604-6899, with a copy sent simultaneously by email to the Land Resources Bureau Chief for the District, Ellen Morrison (Ellen.Morrison@swfwmd.state.fl.us).

- b. To the County: County Administrator, 110 North Apopka Ave., Inverness, Florida 34450, with a copy sent simultaneously by email to the County (provide email address).

17. **Effective Date:** This Agreement will be effective upon the date of approval of both the District and the County, whichever is later.

18. **Entire Agreement:** The Parties have entered into this Agreement voluntarily and acknowledge that this Agreement constitutes the entire agreement between them regarding the subject matter herein, superseding all prior oral or written statements or agreements. This Agreement may not be amended or modified except by a subsequent, written agreement executed by both of the Parties. This Agreement shall be governed by Florida law. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected by such invalidity or unenforceability.

IN WITNESS WHEREOF, this Agreement has been voluntarily executed by the Parties hereto as of the Effective Date.

Southwest Florida Water Management District

By: _____
John Mitten, Chair

Date: _____

Citrus County, Florida

By: _____
Rebecca Bays, Chairman

Date: _____

GENERAL COUNSEL'S REPORT

September 23, 2025

Discussion: Action Item: Affirm Governing Board Committee Actions

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

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

Exhibits

None.

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 23, 2025

Discussion: Information Item: Industrial, Commercial & Institutional Advisory Committee

Staff Recommendation:

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

Presenter:

James Holton, Board Member

COMMITTEE/LIAISON REPORTS

September 23, 2025

Discussion: Information Item: Public Supply Advisory Committee

Staff Recommendation:

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

Presenter:

Robert Stern, Board Member

EXECUTIVE DIRECTOR'S REPORT

September 23, 2025

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

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

Presenter:

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

CHAIR'S REPORT

September 23, 2025

Discussion: Information Item: Chair's Report

Staff Recommendation:

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

Presenter:

John Mitten, Chair

CHAIR'S REPORT

September 23, 2025

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

John Mitten, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	09/21/2020	Teresa Jepma	Human Resources Office Chief	Brooksville	Human Resources Office	2025	09/21/2025
5	09/28/2020	Allison Mayer	Senior Real Estate Specialist	Brooksville	Land Resources	2025	09/28/2025
5	09/28/2020	Felicia Hess	Imaging Project Specialist	Brooksville	General Services	2025	09/28/2025
10	09/21/2015	Austin Brooks	Compliance Inspector	Brooksville	Regulatory Support	2025	09/21/2025
10	09/21/2015	Meagan Finneran	Contract Specialist	Brooksville	Office General Counsel	2025	09/21/2025
30	09/05/1995	Greg Johnston	Senior Hydrologic Data Field Technician	Brooksville	Data Collection	2025	09/05/2025

CHAIR'S REPORT

September 23, 2025

Discussion: Information Item: Executive Director's and Inspector General's Annual 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 13th. 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.

Exhibits

None.

Staff Recommendation:

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

Presenter:

John Mitten, Chair