

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Administration, Budget and Finance Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Wendy Dugan, Director of Administration

FROM: Amanda Bedenbaugh, Chief, Bureau of Finance & Accounting

DATE: October 20, 2016

SUBJECT: Consideration of Request to Close Obsolete Account at Bank of America

Recommendation

Staff recommends the Governing Board approve to declare the bank account ending in 3161 as obsolete and authorize staff to close the account.

Background

The Regulatory staff in Crestview uses an account at Bank of America (BOA) for their daily deposits. However, the bank has announced that their branch in Crestview will be closing.

Since the next closest BOA branch is 20 miles away from the field office and in lieu of opening an account with a different bank nearby, staff reviewed available options to ensure the same level of service to the public. Based on this review, Crestview has implemented the use of a remote deposit check scanner to deposit checks, money orders, and cashier checks from their desks eliminating the need for any trip to the bank.

Another benefit from using the remote scanner is improved reporting functionality that identifies the source of the deposit, thereby eliminating the reason for having an account just for Crestview business. All their deposits are now directed into the District's main bank account.

Resolution number 248, adopted January 23, 1992, states that the Governing Board shall authorize the addition of and closing of District bank accounts. Staff requests authorization to close the bank account ending in 3161.



Walter D. Dover
Executive Director

Northwest Florida Water Management District

Route 1, Box 3100, Havana, Florida 32333-9700
(On U.S. Highway 90, 10 miles west of Tallahassee)



(904) 539-5999

RESOLUTION NO. 248

WHEREAS, the Northwest Florida Water Management District (District) receives monies from different sources and must make deposits and transfers, and

WHEREAS, it is necessary that these funds be deposited and/or transferred in a timely manner with the proper safeguards to protect the public.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Governing Board shall authorize addition of and closing of District bank accounts.
2. That the Governing Board shall designate three staff persons to transfer or withdraw funds from District bank accounts.
3. That the Governing Board shall submit a letter of agreement to each bank designating specific accounts to which transfers are authorized.
4. That transfers of funds from any District account shall be signed by two of the three persons designated.
5. That this authorization shall be continuing in nature until revoked by the Governing Board of the District.

THIS RESOLUTION INTRODUCED and ADOPTED by the Governing Board of the Northwest Florida Water Management District at its regular meeting on January 23, 1992.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: *Ralph A. Peterson*
Ralph A. Peterson, Chairman

Attest: *Phyllis J. Reppen*
Phyllis J. Reppen
Secretary/Treasurer



RALPH A. PETERSON
Chairman - Pensacola

CHARLES W. ROBERTS
Vice Chairman - Bristol

PHYLLIS J. REPPEN
Sec./Treas. - Panama City

M. COPELAND GRISWOLD
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Pensacola

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GEORGE WILSON
Tallahassee

ROBERT L. HOWELL
Apalachicola

BENNETT EUBANKS
Blountstown

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Administration, Budget and Finance Committee

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: Wendy Dugan, Division of Administration Director

DATE: October 24, 2016

SUBJECT: Consideration of Resolution No. 818 Amending the Fiscal Year
2015-2016 Budget - Amendment No. 5 - Realignment of Budget

Recommendation

Staff recommends the Governing Board adopt Resolution No. 818 amending the Fiscal Year 2015-2016 budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund.

Background

District procedures allow for budget amendments to occur within 60 days following the end of a fiscal year (FY). Based on recent expenditures paid that count toward the FY 2015-2016 budget, several changes are requested to properly align budget with these costs. Amendment No. 5 realigns salaries and benefits, contract services, and operating expense budget within and across programs, funds, and projects. This amendment does not increase or decrease the total District budget.

Budget realignments include:

- \$38,340 in personnel budget transfers across programs and projects:
 - \$5,340 for Division of Resource Management to redistribute budget to cover an unanticipated leave payout.
 - \$29,700 for Division of Land Management and \$3,300 for Information Technology Services to accurately reflect where staff time was charged.
- \$10,000 in contracted services transfers within the Division of Regulatory Services to provide budget for legal expenses related to the Cox case.

- \$3,000 in operating expense transfers within the Information Technology (IT) Bureau to correctly recognize costs for online data services.

Summary of Fund Impact:

<u>Fund</u>	<u>Increase</u>	<u>Decrease</u>	<u>Impact</u>
General Fund	1,800	0	1,800
Projects Fund	5,340	(5,340)	0
Mitigation Fund	100	(100)	0
Land Acquisition Fund	31,100	0	31,100
Regulation Fund	13,000	(45,900)	(32,900)
	<u>51,340</u>	<u>(51,340)</u>	<u>0</u>



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 818

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AMENDING THE FISCAL YEAR 2015-2016 BUDGET

WHEREAS, chapters 200 and 373, Florida Statutes, require the Governing Board of the Northwest Florida Water Management District (District) to adopt a final budget for each fiscal year; and

WHEREAS, by Resolution No. 806, after a public hearing on September 24, 2015, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2015 through September 30, 2016; and

WHEREAS, in accordance with section 189.016(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

WHEREAS, a budget amendment involves an action that transfers, increases, or decreases to total appropriated Fund amounts in the budget; and

WHEREAS, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

NOW THEREFORE BE IT RESOLVED by the Governing Board of the Northwest Florida Water Management District, that:

The Budget is hereby amended as summarized in the memorandum dated October 24, 2016, requesting Amendment No. 5 to the Fiscal Year 2015-2016 budget. Amendment No. 5 reallocates budget authority across programs, funds, projects, and budget categories to properly reflect activities performed and accurately assign actual costs with no increase to the total District budget.

PASSED AND ADOPTED this 10th day of November, 2016, A.D.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN W. ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

JON COSTELLO
Tallahassee

MARC DUNBAR
Tallahassee

TED EVERETT
Chipley

NICK PATRONIS
Panama City Beach

BO SPRING
Port St. Joe

The Governing Board of the
**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

George Roberts, Chair

ATTEST:

John W. Alter, Secretary-Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Lands Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: William O. Cleckley, Director
Division of Land Management and Acquisition

DATE: October 26, 2016

SUBJECT: Consideration of Memorandum of Agreement with Jackson County Board of
County Commissioners for Bellamy Bridge Heritage Trail; Chipola River WMA

Recommendation

Staff recommends approval of the Memorandum of Agreement with Jackson County Board of County Commissioners for completion of Bellamy Bridge Heritage Trail Phase III development activities, subject to approval by the County Commission.

Background

In August of 2012, the District entered into a 24-month Memorandum of Agreement (MOA) with Jackson County for development of a one-half mile long heritage trail from Hwy. 162 to the old Bellamy Bridge site located on the Chipola River. The trail, now known as the Bellamy Bridge Heritage Trail, is located entirely on District lands. In addition, the trail route and bridge has a significant cultural and historical context and enhances and compliments Jackson County's ecotourism program, especially popular "ghost" tours around Halloween.

Since 2012, and in cooperation with and utilizing the services of the non-profit "Friends of Bellamy Bridge" organization, the County has completed the first two phases of trail development. Phase III development, however, has been delayed due to high water events, lack of funds, and other challenges. The County and the Friends of Bellamy Bridge are now in a position to initiated Phase III development, but the original MOA expired over two years ago and a new MOA needs to be approved to complete the work (see attached MOA).

Under Phase III activities, the County will:

- Construct two wooden foot bridges over causeway gaps.
- Install any additional environmental, cultural and historical interpretive panels.
- Develop connections with additional trails & resources.
- Open the trail for permanent use by the public.
- Provide weekly trail maintenance activities by volunteers.
- Provide free volunteer guide service to interested individuals and groups.
- Host special events on the trail that do not adversely impact water or natural resources.*

* *Depending on the nature and size of the special event a Special Resource Area Permit may be required by the District.*

District responsibilities under Phase III of the MOA include:

- 1) review and approve proposed engineering designs for the construction and installation of two wooden foot bridges over causeway gaps;
- 2) complete/submit a permit application for the construction and installation of two wooden foot bridges over causeway gaps, subject to final design;
- 3) assist in the location of any additional kiosks and review/approve any additional environmental, cultural and historical interpretive panels; and
- 4) assist the County in developing connections with additional trails & resources.

Attachment I of the MOA, specifically outlines the duties and responsibilities of the County and the District in regard to the development and construction of the trail, including required personnel, equipment and deliverables.

Since 2012, the Bellamy Bridge Heritage Trail has been a popular ecotourism site in Jackson County and numerous events and tours have been held on the trail. Approval of the MOA to complete Phase III trail development will not adversely impact the water resources or habitats of the District's Chipola River WMA while bringing the public's attention to the rich and varied cultural and historical resources of Jackson County and the surrounding area.

Staff recommends approval of the Memorandum of Agreement with the Jackson County Board of County Commissioners for the development and construction of proposed Phase III activities for the Bellamy Bridge Heritage Trail, subject to County Commission approval of the agreement.

Attachment: Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BETWEEN

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND THE

JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS

FOR

**DEVELOPMENT AND CONSTRUCTION OF THE BELLAMY BRIDGE HERITAGE
TRAIL – CHIPOLA RIVER WATER MANAGEMENT AREA**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, F.S., as amended, for itself, herein after collectively referred to as the “DISTRICT,” and the JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the “COUNTY.”

WITNESSETH:

WHEREAS, the DISTRICT, is authorized under Section 373.1391(4), F.S., to enter into cooperative land management agreements with state agencies and local governments to provide for cost effective management of lands; and

WHEREAS, the COUNTY, in cooperation with and utilizing the services of the non-profit, “Friends of Bellamy Bridge” organization, has the experience and expertise and can provide the personnel, volunteer personnel, equipment and materials necessary to undertake and accomplish the development and construction activities required by the DISTRICT for the Bellamy Bridge Heritage Trail as shown on Exhibit A and A-1 attached; and

WHEREAS, the COUNTY can enhance public access and recreational trail opportunities on the DISTRICT’S Chipola River Water Management Area, as well as, highlight the rich cultural and historic resources of the Bellamy Bridge Heritage Trail recreation area with funds provided by the COUNTY and the Friends of Bellamy Bridge (FBB) for materials to construct the trail, install environmental, cultural and historical interpretive kiosks, install two foot bridges, and related facilities; and

WHEREAS, under the previous memorandum of agreement, which expired in August 2014, the COUNTY and the Friends of Bellamy Bridge (FBB) completed Phases I and II of the Bellamy Bridge Heritage Trail development; and

WHEREAS, the COUNTY now desires to enter into a new memorandum of agreement with the DISTRICT to initiate and complete Phase III of the Bellamy Bridge Heritage Trail development; and

WHEREAS, the DISTRICT can protect and enhance the protection of the water resources of the Chipola River by providing technical and permitting expertise to the COUNTY to construct the trail, install foot bridges and any necessary stormwater management facilities or other water conveyance structures to prevent trail and streambank erosion on the Bellamy Bridge Heritage Trail recreation area; and

WHEREAS, the proposed development and construction activities to the Bellamy Bridge Heritage Trail recreation area are consistent with Sections 373.1391(1) (a), (b), F.S., and the DISTRICT'S land management program; and

NOW, THEREFORE, in consideration of mutual covenants and conditions contained herein, the parties mutually agree as follows:

1. The COUNTY, in accordance with ATTACHMENT 1, "Bellamy Bridge Heritage Trail – Development and Construction Project, Statement of Work and Assistance – Phases III," will provide: final engineering designs and/or plans for two proposed wooden foot bridges over causeway gaps, surveying (if necessary), personnel (including volunteer personnel), equipment, materials and supplies necessary to construct a public access and recreational trail and associated facilities on the old Bellamy Bridge roadway and any other recreational structures or facilities that may be agreed to by the COUNTY and the DISTRICT.
2. Under Phase III activities, the District will: 1) review/approve proposed engineering designs for the construction and installation of two wooden foot bridges over causeway gaps; 2) complete/submit a permit application for the construction and installation of two wooden foot bridges over causeway gaps, subject to final design; 3) assist in the location of any additional kiosks and review/approve any additional environmental, cultural and historical interpretive panels; and 4) assist the COUNTY in developing connections with additional trails & resources.
3. As consideration for this AGREEMENT, the COUNTY shall provide the DISTRICT with quarterly progress and completion reports on the development and construction of the trail under Phase III.
4. The COUNTY shall be responsible for securing any subcontractor support or other services for and associated with implementation of the project identified herein, especially for the installation of the two foot bridges listed under Phase III activities. No agency shall deny any contractor, firm, or individual a fair opportunity to compete in the public procurement of commodities and services based on race, national origin, gender, religion, or physical disability, which for purposes of Florida law constitutes prohibited discrimination.
5. Except for the completion and submittal of the permit to install and construct wooden foot bridges over two causeway gaps, the COUNTY shall be responsible for obtaining all other permits, authorizations and approvals required by federal, state, regional, and local

authorities, and shall be responsible for implementation, operation and maintenance of the project in accordance with all applicable permits.

6. The COUNTY shall notify the DISTRICT at least 72 hours prior to the start of the public access and recreational trail development and construction activities.
7. The DISTRICT shall solely determine whether the project tasks have been satisfactorily completed as required under the AGREEMENT.
8. The COUNTY shall recognize the DISTRICT as the primary sponsor on all signs, reports, publications, press releases, or other publication, and at any public event or ceremony related to the project. The COUNTY shall provide at least seven days prior notice of any press release, public event, or ceremony related to the project and shall allow DISTRICT staff, i.e. Director of Communication, to review and edit applicable wording of any press release, report, signage, or other publication. The DISTRICT will provide DISTRICT logo stickers and graphics for project information signs and published materials.
9. This AGREEMENT constitutes the entire AGREEMENT between the DISTRICT and the COUNTY and may be amended only in writing, signed by both the DISTRICT and the COUNTY.
10. Upon written order designated to be an amendment by the DISTRICT, both parties may agree that additional work shall be undertaken within the general scope of this AGREEMENT.
11. This AGREEMENT shall remain in effect for thirty-six **(36) months** from the date of execution, and may be extended only in writing, signed by both the DISTRICT and the COUNTY.
12. Failure of the COUNTY to fulfill the requirements of this AGREEMENT may result in termination of the AGREEMENT by the DISTRICT upon at least 30 days written notice.
13. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the COUNTY to allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F. S., and made or received by the COUNTY in conjunction with this AGREEMENT.
14. This AGREEMENT may be terminated by either of the parties upon at least 30 days written notice.
15. The DISTRICT shall have no liability or responsibility to the COUNTY, the non-profit, "Friends of Bellamy Bridge" organization, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the COUNTY and its contractors or any other person or entity associated with the project as a result of, or arising out of, the COUNTY'S use of DISTRICT property.

16. To the extent required by law, the COUNTY shall require contractors to secure and maintain such insurance as will protect it and the DISTRICT from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
17. The COUNTY shall require all persons belonging to the non-profit, "Friends of Bellamy Bridge" organization that will be directly involved and engaged in on the ground trail development, construction, management and maintenance to complete and submit the following DISTRICT forms attached as Exhibit C before initiating any trail activities: 1) Individual Volunteer Application form, Volunteer Release form and Volunteer Sign-In and Timesheet form as require under the DISTRICT'S volunteer program.
18. The projects implemented through this AGREEMENT shall not be used to accomplish mitigation for, or to correct damages incurred, or those that may potentially occur, due to permit violations or to otherwise satisfy permit conditions for pre-existing wetland or water resource impacts.
19. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
20. 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.
21. Prospective contractor or vendor understands and shall comply with section 20.055(5), Florida Statutes, which states: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."
22. Notices provided for in this AGREEMENT shall be delivered to the COUNTY by delivery to the COUNTY Project Manager and to the DISTRICT by delivery to the DISTRICT Project Manager. The Project Managers are:

JACKSON COUNTY	NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Rett Daniels Interim Director of Parks and Recycling 2864 Madison Street Marianna, Florida 32448 Phone: 850-718-5210 Email: rdaniels@jacksoncountyfl.com	William O. Cleckley Director, Division of Land Management and Acquisition Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333-4712 Phone: (850) 539-5999 Email: Bill.Cleckley@nwfwater.com

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

**JACKSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

By:

Brett Cyphers, Executive Director

By:

Kenneth Stephens, Chairman

Date:

Date:

ATTACHMENT 1

Development and Construction Project

STATEMENT OF WORK AND ASSISTANCE

Project Descriptions:

Bellamy Bridge Heritage Trail

The Bellamy Bridge Heritage Trail will be developed and constructed on the elevated footprint of the old Bellamy Bridge Road which is owned by the DISTRICT as part of the Chipola River Water Management Area. The trail currently consists as an old overgrown woods road with its western terminus located at a limerock parking area adjacent to Hwy. 162 and its eastern terminus located at the old Bellamy Bridge on the Chipola River. Although the current trail is open to foot travel by the public, it is overgrown with small trees, vines and other vegetation and is primarily used by a few hunters and fishermen. The COUNTY desires to develop and construct a public access and recreational trail on DISTRICT property that will enhance public access and highlight the unique cultural and historical resources of the Bellamy Bridge and Road.

Under **Phase III activities**, the COUNTY proposes to:

- Construct two wooden foot bridges over causeway gaps.
- Install any additional environmental, cultural and historical interpretive panels.
- Develop connections with additional trails & resources.
- Open the trail for permanent use by the public.
- Provide weekly trail maintenance activities by volunteers.
- Provide free volunteer guide service to interested individuals and groups.
- Host special events on the trail that do not adversely impact water or natural resources. Depending on the nature and size of the event a Special Resource Area Permit may be required by the DISTRICT.

Under **Phase III activities**, the DISTRICT will:

- Review/approve proposed engineering designs for the construction and installation of two wooden foot bridges over causeway gaps.

- Complete/submit a permit application for the construction and installation of two wooden foot bridges over causeway gaps, subject to receipt of final design from the COUNTY.
 - Assist in the location of any additional kiosks and review/approve any additional environmental, cultural and historical interpretive panels.
 - Assist the COUNTY in developing connections with additional trails & resources.
-

COUNTY Provided Personnel and Equipment (minimum):

Personnel

- Unless provided by the non-profit, Friends of Bellamy Bridge organization, engineering consultant/project manager for engineering design and construction of two wooden foot bridges over causeway gaps.
- Completion/submittal of all required Volunteer Application forms by volunteers of the non-profit, Friends of Bellamy Bridge organization.
- Unless provided by the non-profit, Friends of Bellamy Bridge organization, all labor, equipment operators and other personnel required to implement all public access and recreational trail development and construction activities.

Equipment

- Unless provided by the non-profit, Friends of Bellamy Bridge organization, all equipment required for public access and recreational trail development and construction activities including, but not limited to, heavy and light equipment, power tools, hand tools, generators, etc.
- Unless provided by the non-profit, Friends of Bellamy Bridge organization, all grading and packing equipment necessary for public access and recreational trail development and construction activities for a trail utilizing a dirt track and pervious materials at selected locations.

COUNTY Deliverables:

Deliverables

- Provide the DISTRICT with quarterly progress and completion reports on the development and construction of the trail under Phase III., quarterly progress and completion reports will include, but not be limited to the following:
 - plan view drawings labeling major public access and recreational trail development and construction components and at appropriate detail.
 - documentation of the completion of all public access and recreational trail development and construction activities as described above.
 - A photographic record of project activities and completion.

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Exhibit A

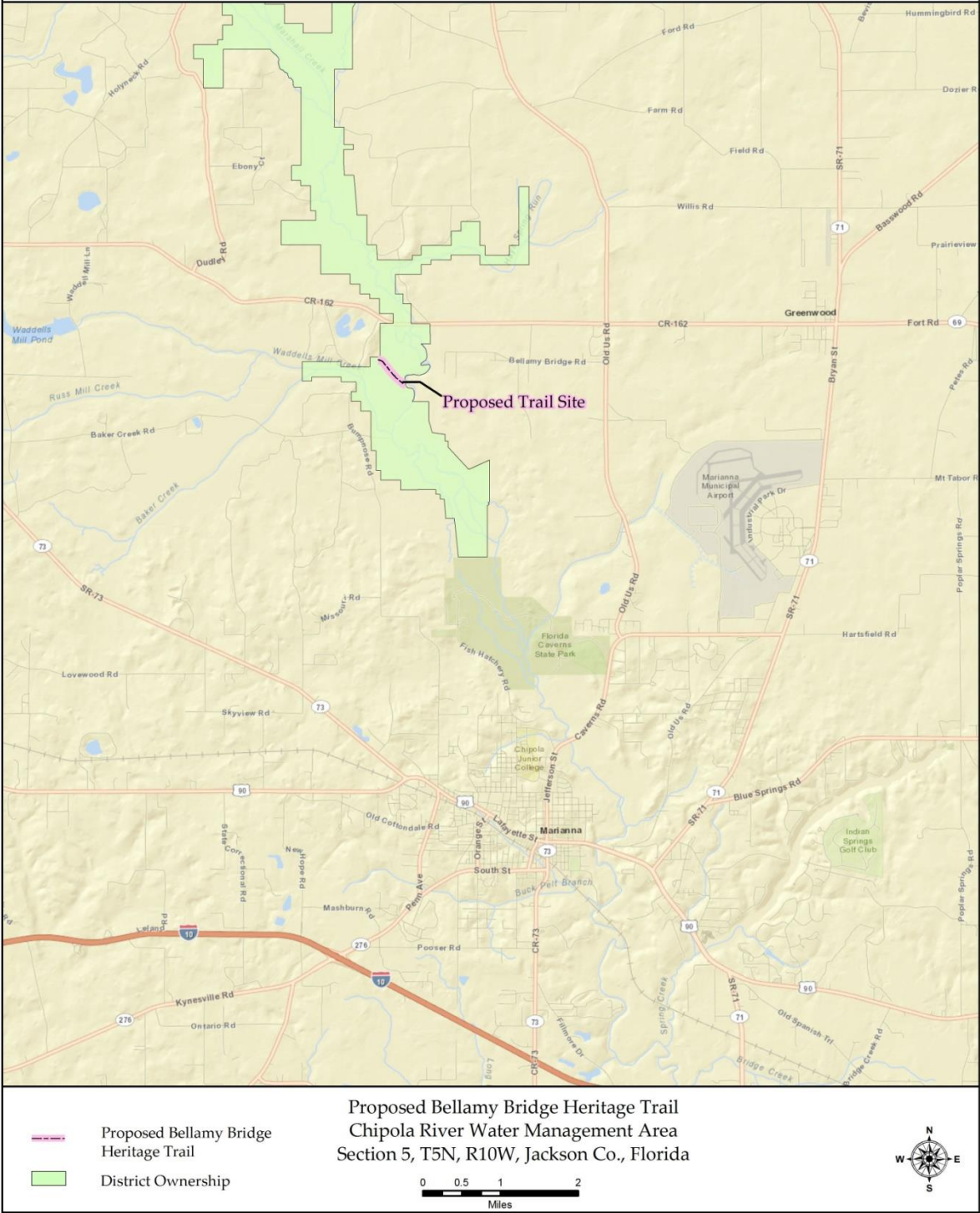
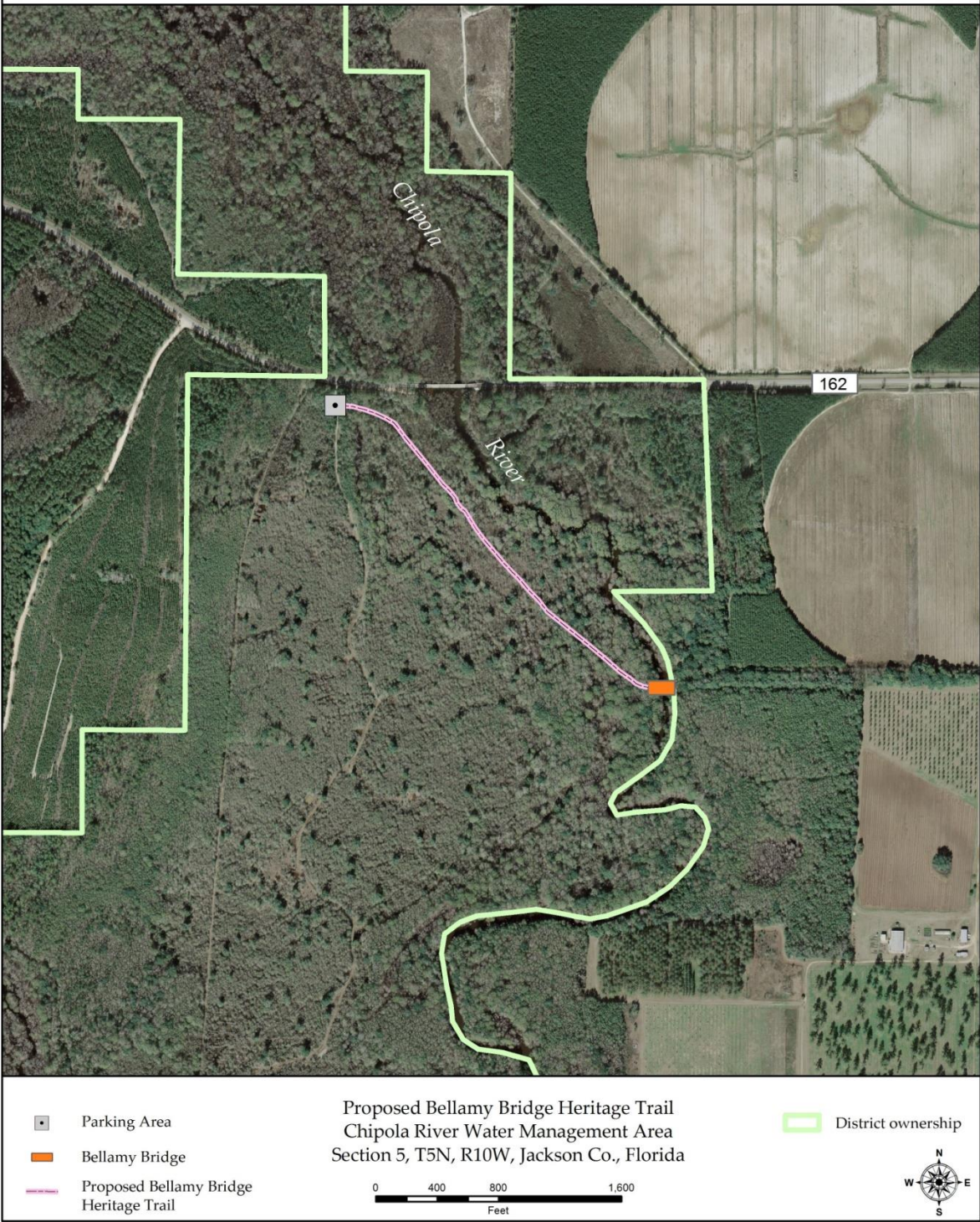


Exhibit A-1



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Lands Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
William O. Cleckley, Director, Division of Land Management and Acquisition

FROM: Tyler L. Macmillan, Chief, Bureau of Land Management Operations

DATE: October 24, 2016

SUBJECT: Invitation to Bid 17B-003; 2017 Hand Planting Services for Reforestation and Groundcover Restoration

On September 29, 2016, the District issued an Invitation to Bid for services associated with our ongoing reforestation and wetland mitigation programs on District lands (see attached General Location Maps). The 2017 services will entail hand planting 501,668 longleaf pine tubelings and 446,080 groundcover plant tubelings in Bay, Santa Rosa, Walton, and Washington counties on the Choctawhatchee River Lafayette Creek Tract, Econfinia Creek and Escambia River water management areas (WMAs), and at the Sand Hill Lakes Mitigation Bank. The services required of the selected contractor are outlined below:

Longleaf Pine Reforestation

The District will be planting 501,668 longleaf pine tubelings on 691 acres of disturbed natural longleaf pine habitat at a stocking rate of 726 tubelings per acre. This will occur on the Econfinia Creek and Escambia River WMAs.

Groundcover Restoration

The District will be planting 421,080 groundcover plant tubelings (wiregrass and toothache grass) on 87 acres of disturbed wetland and upland sites at a stocking rate of 4,840 tubelings per acre; and 25,000 mixed upland groundcover species tubelings on 37 acres at a stocking rate of 676 tubelings per acre. The groundcover restoration will occur on Lafayette Creek, a wetland mitigation site in the Choctawhatchee River WMA, and on the Sand Hill Lakes Mitigation Bank property.

A summary of the planting activities by area, species and acreage is as follows:

Area	Species	Acres
Escambia River WMA	Longleaf Pine	18
Econfina Creek WMA	Longleaf Pine	673
Choctawhatchee River WMA	Wiregrass and Toothache Grass	50
Sand Hill Lakes Mitigation Bank	Wiregrass and Upland Mix	74
TOTAL		815

On October 24, 2016 at 2:30 p.m. EST, the District received four sealed bids in response to this Invitation to Bid. The bids received are listed below.

COMPANY	TOTAL BID
Southern Forestry Consultants	\$ 99,972.46
Williams Forestry & Associates	\$ 51,898.16
Express Forestry Service, LLC	\$ 47,347.75
Superior Forestry Service, Inc.	Withdrawn

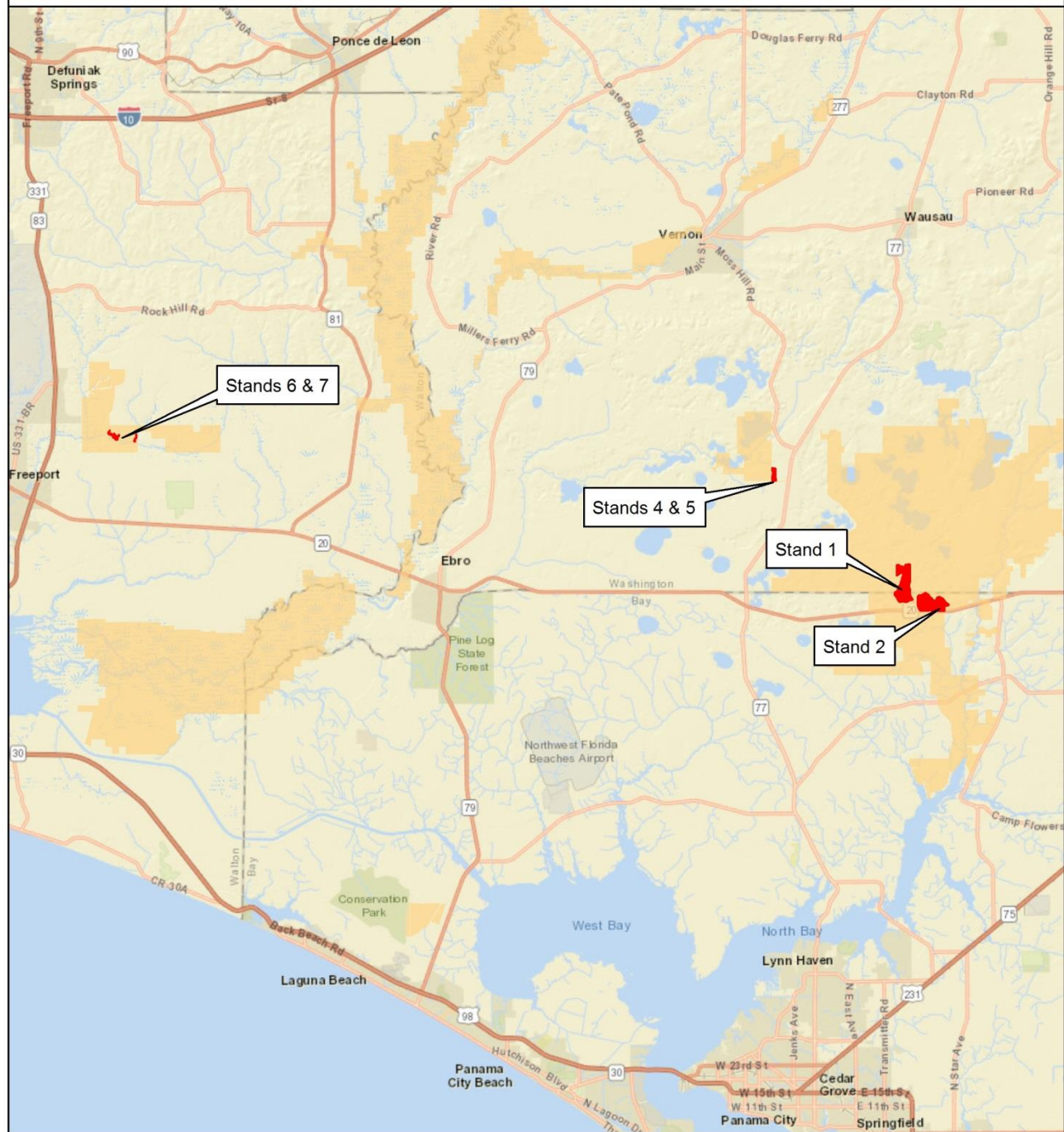
Superior Forestry Service, Inc. submitted the lowest bid, but chose to withdraw from the process after an error was discovered within their bid calculations.

Express Forestry Services, LLC, submitted the next lowest bid to conduct the specified services. There are adequate funds available in the District's Fiscal Year 2016-2017 budget for these services.

Because the low bid is within the Executive Director's delegated authority for purchases, no action is required by the Governing Board for this item.

/tlm

Exhibit Map A - Locator



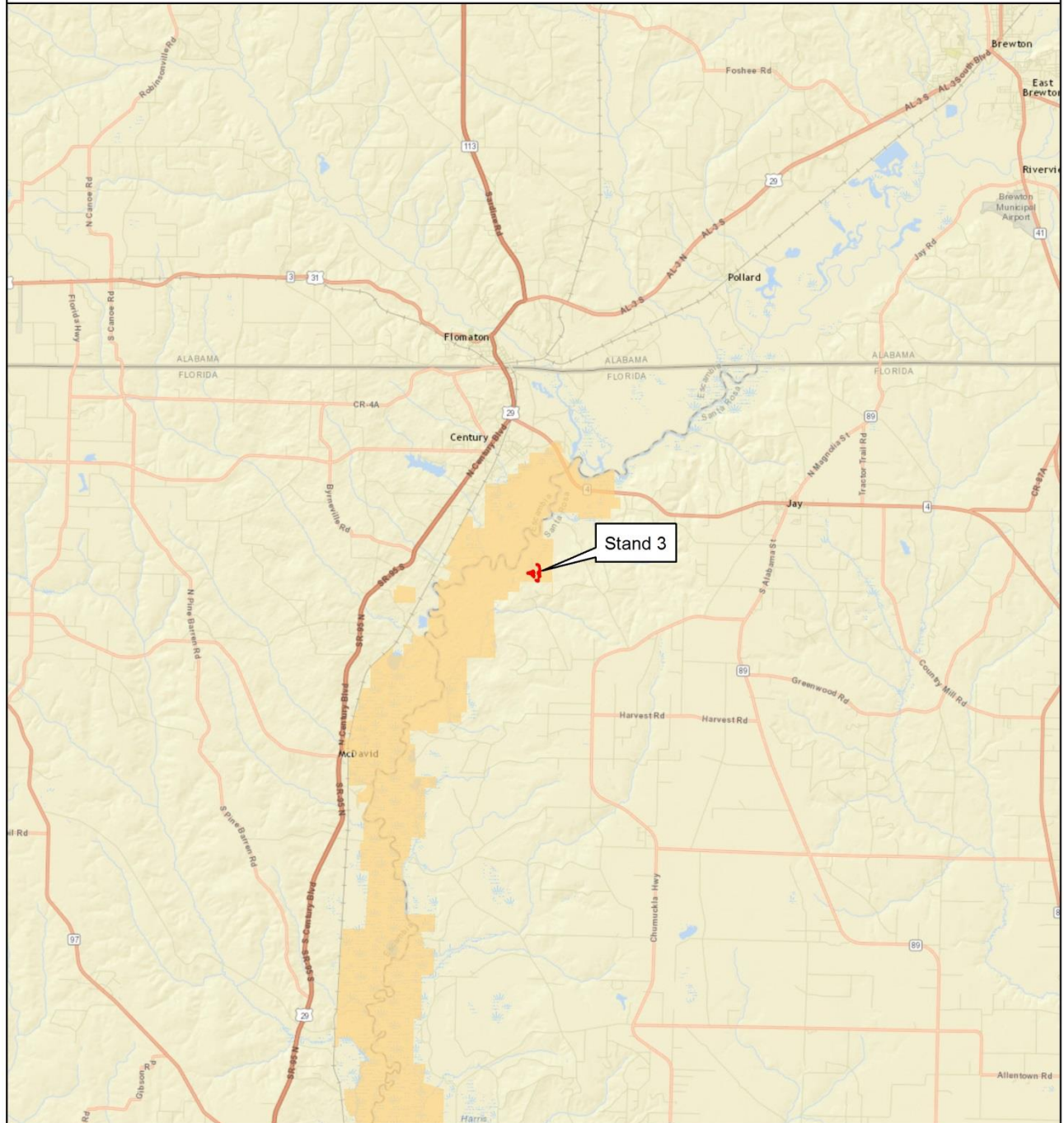
2017 Hand Planting Services for Reforestation
& Groundcover Restoration
Econfina Creek WMA, Lafayette Creek,
& Sandhill Lakes Mitigation Bank
Bay, Washington, and Walton Counties, Florida
797 Acres

- Reforestation & Groundcover Restoration Stands
- District Lands

0 1.25 2.5 5 7.5 10 Miles



Exhibit Map B - Locator



2017 Hand Planting Services for Reforestation
& Groundcover Restoration
Escambia River WMA
Santa Rosa County, Florida
18 Acres

- Reforestation Stand
- District Lands

0 0.75 1.5 3 4.5 6 Miles



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
GOVERNING BOARD MEETING MINUTES**

**District Headquarters
81 Water Management Drive
Havana, FL 32333**

**Thursday
October 13, 2016**

Governing Board Members Present

George Roberts, Chairman
Jerry Pate, Vice Chairman
John W. Alter, Secretary-Treasurer
Gus Andrews
Jon Costello
Marc Dunbar
Ted Everett
Nick Patronis
Bo Spring

Governing Board Members Absent

None

1. Opening Ceremonies

Governing Board Chairman George Roberts called the meeting to order at 1:03 p.m. ET.
Brett Cyphers called the roll and a quorum was declared present.

2. Additions, Deletions or Changes to the Agenda

There were no additions, deletions or changes to the agenda.

3. Approval of the Minutes for September 8, 2016, and September 22, 2016

MOTIONED BY JOHN W. ALTER, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR SEPTEMBER 8, 2016, AND SEPTEMBER 22, 2016. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

4. Approval of the Financial Reports for the Month of August 2016

MOTIONED BY NICK PATRONIS, SECONDED BY MARC DUNBAR, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF AUGUST 2016. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Committee Reports and Recommendations for Board Action

Lands Committee:

Consideration of First Right of Refusal on the Jackson Conservation Easement; Ochlockonee River

MOTIONED BY NICK PATRONIS, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD NOT EXERCISE ITS FIRST RIGHT OF REFUSAL ON THE JACKSON CONSERVATION EASEMENT. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of Invitation to Bid 17B-002; 2017 Upland Wiregrass Seed Collection

MOTIONED BY NICK PATRONIS, SECONDED BY TED EVERETT, THAT THE GOVERNING

BOARD APPROVE SOUTHERN HABITATS, LLC NEGOTIATED BID PRICE OF \$5.45 PER BULK POUND FOR THE COLLECTION AND SALE OF UPLAND WIREGRASS SEED. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of Cooperative Wiregrass Donor Site Management and Seed Collection Agreement; Quail Run Plantation

MOTIONED BY NICK PATRONIS, SECONDED BY JOHN W. ALTER, THAT THE GOVERNING BOARD APPROVE THE COOPERATIVE WIREGRASS DONOR SITE MANAGEMENT AND SEED COLLECTION AGREEMENT FOR QUAIL RUN PLANTATION. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of New FEMA Cooperating Technical Partner Funding for Fiscal Year 2016-2017

MOTIONED BY JERRY PATE, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD APPROVE TO AMEND THE COOPERATING TECHNICAL PARTNER AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO ACCEPT AND AUTHORIZE SPENDING \$1,275,200 IN NEW FUNDING TO DEVELOP TOOLS TO ASSIST COMMUNITIES IN REDUCING FLOOD RISK. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Fiscal Year 2016-2017 Funding for Springs Restoration Projects

MOTIONED BY JERRY PATE, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RECEIVE \$15,338,200 IN NEW GRANT FUNDING AND TO ENTER INTO AGREEMENTS WITH LOCAL GOVERNMENTS AND AGRICULTURAL PRODUCERS TO IMPLEMENT SPRINGS RESTORATION PROJECTS IN NORTHWEST FLORIDA, SUBJECT TO LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. NICK PATRONIS ABSTAINED FROM VOTING. MOTION CARRIED.

8. Public Hearing on Consideration of Amendment No. 1 to Syfrett Conservation Easements; Econfin Creek WMA

Chairman George Roberts called the meeting to order at 1:28 p.m. ET.

MOTIONED BY GUS ANDREWS, SECONDED BY JERRY PATE, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 1 TO THE SYFRETT CONSERVATION EASEMENTS IN WASHINGTON COUNTY SUBJECT TO LEGAL COUNSEL REVIEW AND APPROVAL. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Legal Counsel Report

Mr. Breck Brannen gave a detailed overview of the case referenced below. A copy of the report can be found on page 53 of the October 13, 2016, board folder.

CGUPS, LLC, Steven Cox, and Claudia Cox, Petitioners v. Northwest Florida Water Management District and Florida Department of Transportation, Respondents, DOAH Case No. 16-4691

Meeting was adjourned at 1:34 p.m. ET.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending September 30, 2016

Balance Forward - Operating Funds		\$46,970,403.42	
Operating Funds Received in current month:			
Revenue Receipts, Current	\$220,414.11		
Contracts Receivable	305,742.18		
Other Deposits/Refunds/Adjustments	15,452.90		
Transfers from Lands Accounts	<u>0.00</u>		
Total Deposits during month		<u>541,609.19</u>	
Total Deposits and Balance Forward			\$ 47,512,012.61
Disbursements:			
Employee Salaries		608,301.60	
Employee Benefits		99,970.06	
Employee Flexible Spending Account		0.00	
Contractual Services (Professional)		392,735.53	
Operating Expenses - Services		82,250.39	
Operating Expenses - Commodities		36,418.43	
Operating Capital Outlay		80,111.86	
Grants and Aids		<u>940,281.79</u>	
Total Operating Expenses during month		2,240,069.66	
Payables, Prior Year		0.00	
Other Disbursements or (Credits)		<u>5,994.37</u>	
Total Funds Disbursed by check during month		2,246,064.03	
Bank Debits (Fees, Deposit Slips, etc.)		40.63	
Transfer to Land Acquisition Account		<u>0.00</u>	
Total Funds Disbursed			<u>2,246,104.66</u>
Cash Balance Operating Funds at month end			\$ 45,265,907.95
Operating Depositories:			
Petty Cash Fund		250.25	
General Fund Checking		81,878.43	
Payroll Account		6,160.93	
Pensacola Account		15.00	
Investment Accounts @ 0.78%			
General Fund		22,437,877.35	
Lands Fee Fund		5,825,473.87	
SWIM Fund		646,488.62	
Springs Protection		54.44	
Mitigation Fund		<u>16,267,709.06</u>	
Total Operating Depositories at month end			\$ 45,265,907.95

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending September 30, 2016

Land Acquisition Funds @ 0.78%	\$	484,979.85	
Total Land Acquisition Funds			484,979.85
Restricted Management Funds:			
Phipps Land Mgmt @ 0.78%		152,637.94	
Total Land Acquisition Funds			152,637.94
Total Land Acquisition, and Restricted Management Funds			<u>637,617.79</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 45,903,525.74</u></u>

Approved: _____
Chairman or Executive Director

Date: November 10, 2016

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending September 30, 2016
(Nonfinal and Unaudited)*

	Current Budget	Actuals Through 9/30/2016	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,433,785	\$ 3,280,708	\$ (153,077)	96%
Intergovernmental Revenues	34,223,765	11,402,543	(22,821,222)	33%
Interest on Invested Funds	42,650	209,166	166,516	490%
License and Permit Fees	332,500	419,135	86,635	126%
Other	2,176,057	999,411	(1,176,646)	46%
Fund Balance	34,344,035		(34,344,035)	0%
Total Sources	\$ 74,552,792	\$ 16,310,963	\$ (58,241,829)	22%

	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Uses						
Water Resources Planning and Monitoring	\$ 7,107,579	\$ 3,706,823	\$ 50,907	\$ 3,349,849	52%	53%
Acquisition, Restoration and Public Works	38,685,228	9,266,890	50,063	29,368,275	24%	24%
Operation and Maintenance of Lands and Works	3,873,981	2,998,307	145,485	730,189	77%	81%
Regulation	3,882,130	3,230,016	38,900	613,214	83%	84%
Outreach	180,324	160,527	-	19,797	89%	89%
Management and Administration	2,045,882	1,860,640	12,852	172,390	91%	92%
Total Uses	\$ 55,775,124	\$ 21,223,203	\$ 298,206	\$ 34,253,714	38%	39%
Reserves	18,777,668			18,777,668	0%	0%
Total Uses and Reserves	\$ 74,552,792	\$ 21,223,203	\$ 298,206	\$ 53,031,382	28%	29%

¹ Encumbrances represent unexpended balances of open purchase orders and contracts.

² Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of September 30, 2016, and covers the interim period since the most recent audited financial statements.

*** This financial statement is nonfinal. There are unrecorded revenues, expenditures and year end adjusting entries which are not reflected in the numbers above.**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

SEPTEMBER 2016

CHECKS	09/01/2016	\$ 148,793.58
AP EFT CHECKS	09/02/2016	9,234.27
CHECKS	09/08/2016	134,297.01
AP EFT CHECKS	09/09/2016	8,362.50
CHECKS	09/15/2016	118,770.19
AP EFT CHECKS	09/16/2016	2,695.48
CHECKS	09/22/2016	914,394.37
AP EFT CHECKS	09/23/2016	142.02
CHECKS	09/29/2016	180,891.52
AP EFT CHECKS	09/30/2016	26,531.52
RETIREMENT EFT		52,240.91

\$ 1,596,353.37

Chairman or Executive Director

November 10, 2016

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AP COMPUTER PAID/EFT CHECKS

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4832	ASSURANT EMPLOYEE BENEFITS	09/01/2016	217.56	PREPAID DENTAL-ACCT 5
4832	ASSURANT EMPLOYEE BENEFITS	09/01/2016	4,402.41	DENTAL INSUR-PPO
4834	ASSURANT EMPLOYEE BENEFITS	09/01/2016	893.00	EMPLOYEE LIFE INS
4833	ASSURANT EMPLOYEE BENEFITS	09/01/2016	1,160.08	VOL LTD
95	AT&T	09/01/2016	434.94	PHONES-EFO
3268	ATLANTIC DRILLING SUPPLY, INC.	09/01/2016	777.60	WELL CAPS AND LOCKS
4450	GREGORY MONROE BARRY	09/01/2016	89.84	CAN-AM ATV BATTERY
5399	RICHARD A BOE	09/01/2016	100.00	REFUND FOR P17531 TRANSFERRED
4686	MCCASKILL - QUIGLEY FORD, INC	09/01/2016	552.88	VEHICLE REPAIR WMD2425 ECONFIN
5254	CITY OF COTTONDALE	09/01/2016	69,165.52	WATER IMPROVEMENTS PROJECT
2679	EXPRESS FORESTRY SERVICE, LLC	09/01/2016	3,343.71	PERFORMANCE BOND REFUND
839	FORESTRY SUPPLIERS, INC.	09/01/2016	320.47	FIELD SUPPLIES
839	FORESTRY SUPPLIERS, INC.	09/01/2016	709.76	FIELD SUPPLIES
1746	FRANKLIN COUNTY TAX COLLECTOR	09/01/2016	1.00	2012 REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	09/01/2016	5.62	2010 REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	09/01/2016	4.77	2011 REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	09/01/2016	6.30	2012 REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	09/01/2016	7.68	2009 REFUND DUE
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	09/01/2016	417.51	FILTERS USED IN THE COLLECTION
4317	HHH CONSTRUCTION OF NWF, INC.	09/01/2016	300.00	FILL DIRT LOAD DELIVERED
5400	JAMES HINST	09/01/2016	30.00	WELL PERMITTING FEE REFUND
5294	KRONOS, INCORPORATED	09/01/2016	24.50	TIMESHEET PROGRAM
624	MARPAN SUPPLY COMPANY, INC.	09/01/2016	655.80	FIRST-AID SUPPLYS FOR VEHICLE
3406	NEECE TRUCK TIRE CENTER INC.	09/01/2016	668.11	VEHICLE TIRES - WMD1774,POOL
71	PETTY CASH	09/01/2016	86.00	PETTY CASH
5251	RANDSTAD NORTH AMERICA, INC.	09/01/2016	3,200.00	STAFF AUGMENTATION
4897	SIGN PRO OF NORTH FLORIDA, INC.	09/01/2016	60,720.00	PITT/SYLVAN SPRINGS SIGN DESIG
105	TALLAHASSEE DEMOCRAT	09/01/2016	184.74	LEGAL ADS
4557	VERIZON WIRELESS	09/01/2016	157.09	CELL PHONES
4626	WASTE PRO OF FLORIDA, INC	09/01/2016	156.69	SOLID WASTE-HQ

TOTAL CHECKS

148,793.58

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS

4845	CALHOUN COUNTY SHERIFF'S OFFICE	09/02/2016	1,978.98	CALHOUN CO SHERIFF-LAW ENFCMT/
4966	DAVID REED CHERRY	09/02/2016	110.00	TRAVEL REIMUBURSEMENT
3080	STEVEN COSTA	09/02/2016	110.00	TRAVEL REIMBURSEMENT
3405	JOHN B. CROWE	09/02/2016	582.79	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	09/02/2016	126.00	TRAVEL REIMBURSEMENT
3813	PENNINGTON, P.A.	09/02/2016	6,121.50	LEGAL COUNSEL
4299	SELINA POTTER	09/02/2016	79.00	TRAVEL REIMBURSEMENT
3823	KENNETH ANDREW ROACH	09/02/2016	126.00	TRAVEL REIMBURSEMENT

TOTAL ACH TRANSFER	<u>9,234.27</u>
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TOTAL AP	<u><u>158,027.85</u></u>
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**NORTHWEST FLORIDA WATER MANAGMENT DISTRICT AP
COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4812	ALL AMERICAN RENTALS, INC.	09/08/2016	280.00	PORTABLE TOILETS
4599	CITY OF CALLAWAY	09/08/2016	94,601.25	WATER LINE RELOCATION
319	THE COUNTY RECORD	09/08/2016	8.00	LEGAL AD FOR DAM PERMIT #17543
97	THE DEFUNIAK HERALD	09/08/2016	10.13	LEGAL AD FOR DAM PERMIT
45	DMS	09/08/2016	1,909.36	ST JOHNS CONNECTION
4103	EDDIE ENGLISH COMPANY, INC.	09/08/2016	576.68	TIRES AND RIM FOR WMD 2411 TIL
4458	ENVIRO-PRO-TECH, INC	09/08/2016	20.00	WELL PERMITTING FEE REFUND
4855	ENVIRON SERVICES INCORPORATED	09/08/2016	2,127.00	JANITORIAL SERVICES, HEADQUART
5402	ESCAMBIA COUNTY CLINICS, INC.	09/08/2016	100.00	APPLICATION #17534 FEE OVERPAY
2702	FISH AND WILDLIFE	09/08/2016	11,561.91	LAW ENFORCEMENT/SECURITY SERVI
839	FORESTRY SUPPLIERS, INC.	09/08/2016	39.72	FIELD SUPPLIES
65	GADSDEN COUNTY TIMES	09/08/2016	41.12	LEGAL ADS
4607	MAIL FINANCE INC	09/08/2016	259.00	MAILING SYSTEM LEASE FOR CARR,
3603	JIM STIDHAM & ASSOCIATES, INC.	09/08/2016	12,691.50	WATER RESOURCE EVALUATIONS
5401	MOULTON PROPERTIES	09/08/2016	100.00	APPLICATION #17532 FEE OVERPAY
1205	OFFICE DEPOT, INC.	09/08/2016	389.85	OFFICE SUPPLIES
5245	TOWN OF WESTVILLE	09/08/2016	3,638.85	WATER MAIN REPLACEMENT PROJECT
3696	URS CORPORATION	09/08/2016	5,655.04	FLOOD INFORMATIN PORTAL AND LI
5218	WAGEWORKS, INC.	09/08/2016	132.60	ADMIN FEE FOR FSA
3462	WASTE MANAGEMENT OF PANAMA CITY	09/08/2016	155.00	DUMPSTER FOR ECONFINA OFFICE A
TOTAL CHECKS			<u>134,297.01</u>	
4369	JOHN M. BATEMAN	09/09/2016	79.00	TRAVEL REIMBURSEMENT
5172	FREDDIE WILBON	09/09/2016	750.00	JANITORIAL SERVICE FOR CRESTVI
5368	KOUNTRY RENTAL NWF, INC.	09/09/2016	207.50	CLEAN BOTH ECONFINA FIELD OFFI
5368	KOUNTRY RENTAL NWF, INC.	09/09/2016	162.00	50 BAGS OF HAND SANITIZER
5368	KOUNTRY RENTAL NWF, INC.	09/09/2016	7,085.00	RENTAL AND SERVICE OF PORTABLE
2794	RONALD POTTS	09/09/2016	79.00	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>8,362.50</u>	
TOTAL AP			<u><u>142,659.51</u></u>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3293	ANGUS ANDREWS	09/15/2016	107.69	BOARD TRAVEL
5384	APPLIED DRILLING ENGINEERING, INC.	09/15/2016	33,337.50	WELL CONSTRUCTION SERVICES
4528	BACK FORTY SOLUTIONS, INC	09/15/2016	41,369.65	AERIAL APPLICATION OF HERBICID
4180	BA MERCHANT SERVICES	09/15/2016	437.19	TRANSACTION FEES FOR E-PERMITT
4096	BAY COUNTY SOLID WASTE DEPARTMENT	09/15/2016	47.38	SOLID WASTE
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	09/15/2016	500.00	ANNUAL MAINTENANCE LIEBERT A/C
5177	CAPITAL CITY AUTOMOTIVE, LLC	09/15/2016	340.00	REPAIR VEHICLE WMD1774- POOL
4264	DELL SECUREWORKS	09/15/2016	1,799.00	QUALYSGUARD EXPRESS
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	09/15/2016	300.00	ADMINISTRATIVE FEES FOR THE BR
4945	MARCUS A. DIXON	09/15/2016	75.00	SECURITY FOR SEPT. GB MEETING
45	DMS	09/15/2016	7,520.25	MY FLORIDA NET-ALL
45	DMS	09/15/2016	4.87	SUNCOM
45	DMS	09/15/2016	754.62	PHONES-CRESTVIEW
45	DMS	09/15/2016	75.68	PHONES-MILTON
45	DMS	09/15/2016	1.30	AUDIO CONFERENCING
45	DMS	09/15/2016	2.70	AUDIO CONFERENCING
4748	EAST MILTON WATER SYSTEM	09/15/2016	15.06	WATER-MILTON
2171	ESRI, INCORPORATED	09/15/2016	1,695.00	ESRI TRAINING FOR JARRETT DENN
5298	TED EVERETT	09/15/2016	65.86	BOARD TRAVEL
2702	FISH AND WILDLIFE	09/15/2016	5,680.26	LAW ENFORCEMENT/SECURITY SERVI
65	GADSDEN COUNTY TIMES	09/15/2016	41.12	LEGAL ADS
916	GULF POWER COMPANY	09/15/2016	751.56	ELECTRIC-CRESTVIEW
916	GULF POWER COMPANY	09/15/2016	505.77	ELECTRIC-MILTON
5403	HOLSTON PROPERTIES, LLC	09/15/2016	100.00	APPLICATION #17557-1 FEE OVERP
61	JACKSON COUNTY FLORIDAN	09/15/2016	150.50	LEGAL ADS
5342	JANICKI ENVIRONMENTAL, INC.	09/15/2016	880.00	WATER RESOURCE EVALUATIONS
5150	TOWN OF JAY	09/15/2016	3,021.40	WATERLINE LOOP SYSTEM PROJECT
5309	JENKINS ENGINEERING, INC.	09/15/2016	150.00	REFUND FOR OVERPAYMENT OF P175
5120	JOHNSON'S AUTO REPAIR, INC.	09/15/2016	48.35	OPEN PURCHASE ORDER FOR POOL V
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	09/15/2016	179.38	LEASE & MAINTENANCE FOR NEW RE
2299	LIBERTY COUNTY SOLID WASTE	09/15/2016	28.00	SOLID WASTE-FL RIVER
5262	THOMAS MASON	09/15/2016	50.00	WELL PERMITTING FEE REFUND
3406	NEECE TRUCK TIRE CENTER INC.	09/15/2016	615.84	TIRES FOR WMD 96202 - LAB
1205	OFFICE DEPOT, INC.	09/15/2016	17.84	OFFICE SUPPLIES

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS

1205	OFFICE DEPOT, INC.	09/15/2016	12.99	OFFICE SUPPLIES
4294	PANHANDLE KEY & SAFE, INC.	09/15/2016	760.78	PITT SPRINGS RESTROOM LOCKS
4294	PANHANDLE KEY & SAFE, INC.	09/15/2016	627.35	LOCKS
62	PENSACOLA NEWS-JOURNAL	09/15/2016	54.58	LEGAL AD FOR ERP PERMIT 17510
5272	SHANNON MARTIN	09/15/2016	50.00	WELL PERMITTING FEE REFUND
5251	RANDSTAD NORTH AMERICA, INC.	09/15/2016	6,240.00	STAFF AUGMENTATION
5183	ROBERT J YOUNG COMPANY, INC	09/15/2016	98.70	BLACK TONER CARTRIDGE FOR LF 3
110	TALQUIN ELECTRIC COOPERATIVE, INC.	09/15/2016	287.92	WATER/SEWER-HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	09/15/2016	87.17	SECURITY LIGHTS-HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	09/15/2016	4,652.64	ELECTRIC-HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	09/15/2016	4,059.00	PUBLIC RECREATION SITE CLEAN U
4557	VERIZON WIRELESS	09/15/2016	842.79	JETPACKS/AIRCARDS
4774	JOHN T WILLIAMSON	09/15/2016	170.00	JANITORIAL SERVICES FOR THE WF
4651	PANAMA CITY CYCLES, INC	09/15/2016	157.50	ATV REPAIR 2011 SUZUKI 750 KIN
TOTAL CHECKS			<u>118,770.19</u>	
3618	GRACE ADAMS	09/16/2016	138.00	TRAVEL REIMBURSEMENT
4845	CALHOUN COUNTY SHERIFF'S OFFICE	09/16/2016	1,369.14	CALHOUN CO SHERIFF-LAW ENFCMT/
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	09/16/2016	35.00	MONITORING FOR CRESTVIEW & IT
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	09/16/2016	30.00	MONITORING FOR CRESTVIEW & IT
4607	MAIL FINANCE INC	09/16/2016	126.00	MAILING SYSTEM LEASE FOR CARR,
3942	A & W VENTURES, L.C.	09/16/2016	151.34	PORTABLE TOILET FOR PHIPPS PAR
2268	INNOVATIVE OFFICE SOLUTIONS, INC	09/16/2016	846.00	PHONE MAINTENANCE
TOTAL ACH TRANSFER			<u>2,695.48</u>	
TOTAL AP			<u><u>121,465.67</u></u>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3985	STEADHAM ENTERPRISES, INC.	09/22/2016	1,799.90	SUPPLIES FOR NEW F-550 VEHICLE
4935	AMERIGAS PROPANE LP	09/22/2016	1,951.84	PROPANE FOR HQ GENERATOR
2967	BANK OF AMERICA	09/22/2016	5,263.85	P-CARD PURCHASES
2967	BANK OF AMERICA	09/22/2016	981.75	BARCODE ASSET TAGS
2992	BANK OF AMERICA	09/22/2016	284.73	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	09/22/2016	493.56	PAYMENT PORTEL FOR E-PERMITTING
2992	BANK OF AMERICA	09/22/2016	1,372.33	ACCOUNT ANALYSIS
4287	BARRY'S WELL DRILLING	09/22/2016	100.00	WELL PERMITTING FEE REFUND
2507	CALHOUN LIBERTY JOURNAL	09/22/2016	33.00	LEGAL ADS
3880	CITY OF BRISTOL	09/22/2016	358,591.97	WSD CONSTRUCTION OF WATER STOR
4559	CITY OF CARRABELLE	09/22/2016	391,620.50	MARINE ST STORMWATER RETROFIT
3524	CITY OF CRESTVIEW	09/22/2016	41.65	WATER/SEWER-CFO
3289	CITY OF TALLAHASSEE	09/22/2016	37.58	LAKESHORE
4085	DARRELL CLARK	09/22/2016	100.00	WELL PERMITTING FEE REFUND
4032	COMPUQUIP TECHNOLOGIES, LLC	09/22/2016	19,991.00	CHECKPOINT MAINTENANCE
45	DMS	09/22/2016	662.86	PHONES-CARR
45	DMS	09/22/2016	1,491.33	PHONES-HQ
4796	DOLOMITE, INC	09/22/2016	2,205.00	ROCK
3424	DURRA-QUICK-PRINT INC.	09/22/2016	25.00	BUSINESS CARDS-WAITS
3424	DURRA-QUICK-PRINT INC.	09/22/2016	25.00	BUSINESS CARDS
4103	EDDIE ENGLISH COMPANY, INC.	09/22/2016	149.88	TIRE FOR TRI-AXLE TRAILER
3746	FL DEPT OF ENVIRONMENTAL PROTECTION	09/22/2016	53,660.00	CORING AND WELL CONSTRUCTION A
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	09/22/2016	6,995.85	FUEL
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	09/22/2016	28.14	FAR AD FOR ITB 16B-013
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	09/22/2016	36.68	FAR ADS FY 2016 BOARD MEETINGS
3282	W.W. GRAINGER, INC.	09/22/2016	323.49	SAMPLING SUPPLIES USED DURING
2291	GULF COAST ELECTRIC COOPERATIVE, INC	09/22/2016	401.92	ELECTRIC-EFO
2941	HACH COMPANY	09/22/2016	15,204.58	INTEGRATED WATER LEVEL SENSOR
4317	HHH CONSTRUCTION OF NWF, INC.	09/22/2016	900.00	FILL DIRT LOAD DELIVERED
5287	JON HICKS	09/22/2016	165.00	REPAIR A/C UNIT #9 AT HEADQUAR
4163	HUSS DRILLING, INC.	09/22/2016	19,670.00	WELL CONSTRUCTION SERVICES
5120	JOHNSON'S AUTO REPAIR, INC.	09/22/2016	50.87	OPEN PURCHASE ORDER FOR REG-CA
5120	JOHNSON'S AUTO REPAIR, INC.	09/22/2016	57.49	OPEN PURCHASE ORDER FOR REG-CA
4822	KING AIR SYSTEMS	09/22/2016	287.19	INSPECT AND DIAGNOSE SERVER RO
5327	KINGLINE EQUIPMENT, INC.	09/22/2016	642.37	REPAIRS TO FORD 445C TRACTOR
5327	KINGLINE EQUIPMENT, INC.	09/22/2016	1,126.30	REPAIRS AND DIAGNOSE FORD 445C
5294	KRONOS, INCORPORATED	09/22/2016	14.00	TIMESHEET PROGRAM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AP COMPUTER PAID/EFT CHECKS

277	LIBERTY CO. PROPERTY APPRAISER	09/22/2016	310.68	4TH QTR FY 15-16
3266	LOWE'S COMPANIES INC.	09/22/2016	1,085.72	MATERIALS/SUPPLIES
3266	LOWE'S COMPANIES INC.	09/22/2016	(40.68)	RETURN CREDIT
1205	OFFICE DEPOT, INC.	09/22/2016	21.98	INVENTORY FLASHLIGHTS
1205	OFFICE DEPOT, INC.	09/22/2016	274.72	OFFICE SUPPLIES
5251	RANDSTAD NORTH AMERICA, INC.	09/22/2016	1,137.30	STAFF AUG SERVICES
5251	RANDSTAD NORTH AMERICA, INC.	09/22/2016	870.00	STAFF AUGMENTATION
5251	RANDSTAD NORTH AMERICA, INC.	09/22/2016	290.00	STAFF AUGMENTATION
5251	RANDSTAD NORTH AMERICA, INC.	09/22/2016	1,280.00	STAFF AUGMENTATION
5330	RESEARCH PLANNING, INC.	09/22/2016	10,121.02	WATER RESOURCE EVALUATIONS
2808	THAT BOOT STORE	09/22/2016	180.00	SAFETY BOOTS-WAITS
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	09/22/2016	12,019.80	LAW ENFORCEMENT/SECURITY SERVI
4038	WINDSTREAM COMMUNICATIONS	09/22/2016	57.22	800#'S & EFO LONG DISTANCE
TOTAL CHECKS			<u>914,394.37</u>	
4607	MAIL FINANCE INC	09/23/2016	126.00	MAILING SYSTEM LEASE FOR CARR,
5249	ALLYSON MCKEE	09/23/2016	16.02	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>142.02</u>	
TOTAL AP			<u>914,536.39</u>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3293	ANGUS ANDREWS	09/29/2016	32.04	BOARD MEETING TRAVEL
5384	APPLIED DRILLING ENGINEERING, INC.	09/29/2016	53,820.00	WELL CONSTRUCTION AND EXPLORIT
95	AT&T	09/29/2016	413.54	PHONES-EFO
4742	BRECK BRANNEN	09/29/2016	87.22	TRAVEL REIMBURSEMENT
3485	CDM SMITH, INC.	09/29/2016	2,181.00	WATER RESOURCE ASSESSMENT, DES
4676	CITY OF MILTON FLORIDA	09/29/2016	35.50	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	09/29/2016	23.20	SEWER-MILTON
5379	CONEXIS	09/29/2016	57.97	COBRA ADMINISTRATION
3904	DADE PAPER & BAG COMPANY	09/29/2016	110.65	SUPPLIES
3904	DADE PAPER & BAG COMPANY	09/29/2016	77.45	SUPPLIES
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	09/29/2016	1,488.45	LABORATORY ANALYSIS - ECONFINA
1709	DIVISION OF ADMINISTRATIVE HEARINGS	09/29/2016	74.50	COX ADMINISTRATIVE HEARING
45	DMS	09/29/2016	2.54	PHONES-MILTON
45	DMS	09/29/2016	75.92	AIR CARDS/HOT SPOTS
5290	ECOLOGY AND ENVIRONMENT, INC.	09/29/2016	30,386.30	WATER RESOURCE ASSESSMENT, DES
4045	ECONFINA CREEK CANOE LIVERY, LLC	09/29/2016	761.68	LEGISLATIVE CANOE TRIP
4508	CARDNO ENTRIX	09/29/2016	27,562.50	MINIMUM FLOW AND LEVELS DEVELO
4508	CARDNO ENTRIX	09/29/2016	10,768.08	MINIMUM FLOW AND LEVELS DEVELO
2702	FISH AND WILDLIFE	09/29/2016	3,903.31	LAW ENFORCEMENT/SECURITY SERVI
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	09/29/2016	39.76	FAR AD FOR ITB 17B-001
839	FORESTRY SUPPLIERS, INC.	09/29/2016	562.87	3 PAIRS NOMEX BRUSH PANTS
65	GADSDEN COUNTY TIMES	09/29/2016	42.00	LEGAL AD PERMIT #17477
5287	JON HICKS	09/29/2016	9,921.00	INSTALL TWO NEW A/C SYSTEMS AT
5389	LELA HORTON	09/29/2016	1,100.00	FUNDED WELL ABANDONMENT
5120	JOHNSON'S AUTO REPAIR, INC.	09/29/2016	63.38	OPEN PURCHASE ORDER FOR LANDS,
4873	MAIN STREET AUTOMOTIVE, INC.	09/29/2016	777.25	VEHICLE REPAIR - A/C WMD2432,
4873	MAIN STREET AUTOMOTIVE, INC.	09/29/2016	32.95	OPEN PURCHASE ORDER FOR ERP CF
5355	TOWN OF MALONE	09/29/2016	19,642.30	WATER IMPROVEMENTS PROJECT
3030	MARIANNA GLASS, INC.	09/29/2016	937.80	VEHICLE REPAIR, WMD2414, CFO
3030	MARIANNA GLASS, INC.	09/29/2016	959.69	REPLACE WINDSHIELD WMD0004AT E
4382	J. MILLER CONSTRUCTION, INC.	09/29/2016	9,823.12	CRUSHED CONCRETE FOR PERDIDO R
4918	APRIL MURRAY	09/29/2016	82.77	TRAVEL REIMBURSEMENT
1205	OFFICE DEPOT, INC.	09/29/2016	135.99	TONER CARTRIDGE FOR PUBLIC INF
4081	POT-O-GOLD RENTALS, LLC	09/29/2016	1,275.00	PORTABLE TOILETS
4397	RED RIVER SPECIALTIES, INC.	09/29/2016	2,975.00	CHOPPER GEN 2 HERBICIDE IN 2.5

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

COMPUTER PAID/EFT CHECKS

4799	STAPLES CONTRACT & COMMERCIAL, INC.	09/29/2016	340.00	RMD OFFICE SUPPLIES SEPTEMBER
4799	STAPLES CONTRACT & COMMERCIAL, INC.	09/29/2016	27.84	RMD OFFICE SUPPLIES SEPTEMBER
4557	VERIZON WIRELESS	09/29/2016	134.26	CELL PHONES
4626	WASTE PRO OF FLORIDA, INC	09/29/2016	156.69	SOLID WASTE-HQ
TOTAL CHECKS			<u>180,891.52</u>	
4369	JOHN M. BATEMAN	09/30/2016	117.50	TRAVEL REIMBURSEMENT
4944	BRETT CYPHERS	09/30/2016	192.20	TRAVEL REIMBURSEMENT
3337	FORESTECH CONSULTING	09/30/2016	25,975.40	FOREST INFORMATION DASHBOARD 2
4305	DANA PALERMO	09/30/2016	126.17	TRAVEL REIMBURSEMENT
4534	JANET STRUTZEL	09/30/2016	120.25	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>26,531.52</u>	
TOTAL AP			<u>207,423.04</u>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

SEPTEMBER 2016

DIRECT DEPOSIT	09/02/2016	\$	208,957.15
CHECKS	09/02/2016		1,604.06
FLEX SPENDING TRANSFER	TF0100		1,596.02
DIRECT DEPOSIT	09/16/2016		207,636.44
CHECKS	09/16/2016		2,607.45
FLEX SPENDING TRANSFER	TF0103		1,596.02
DIRECT DEPOSIT	09/30/2016		225,381.35
CHECKS	09/30/2016		332.17
		\$	<u>649,710.66</u>

APPROVED:

Chairman or Executive Director

November 10, 2016
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Nick Wooten, Director, Division of Resource Management
Paul Thorpe, Chief, Bureau of Environmental and Resource Planning

FROM: Christina Coger, Resource Planning Program Manager

DATE: October 24, 2016

SUBJECT: Consideration of Fiscal Year 2016-2017 Grant Funding Awards for Local Water Supply Development Projects

Recommendation

Staff recommends the Governing Board approve the projects listed in Table 1 for grant funding totaling \$974,355 and authorize the Executive Director to enter into agreements with the listed applicants to provide funding not to exceed the amounts stated, subject to budget authority and legal counsel review.

Background

Since 2013, the District has awarded nearly \$20.6 million in grant funding to help local governments and utilities across northwest Florida meet important water supply development needs. This funding is consistent with sections 373.703 and 373.705, Florida Statutes (F.S.), which state that water management districts may provide assistance for water supply development to local governments and utilities. The grant funding awarded has contributed to the infrastructure, economic, and public health needs of northwest Florida communities by addressing regional water resource and supply development priorities.

A fourth year of the District's grant program was announced on June 20, 2016, with a deadline for submittal of grant applications of August 10, 2016. Subsequently, 42 water supply grant applications were received, requesting \$5,976,306 in assistance. Applications were received from 14 of the District's 16 counties and 36 local governments and utilities.

As in previous years, the number of applications received and the funding requested demonstrates the scope of water supply needs that exist across northwest Florida. Many communities, particularly within rural counties, struggle to identify the financial resources needed to retrofit and

update aging infrastructure, address drinking water quality, and plan for alternative water supplies.

The large number of applications received and the overall funding requested has resulted in a competitive process. Many worthy projects are beyond the capability of the District to fund during the current year. District staff, however, will continue to work with local governments, utilities, and other funding agencies to identify additional funding resources.

Based on such considerations as support for the District's core missions, statutory water supply priorities, infrastructure limitations, public health and safety, readiness for implementation, anticipated project outcomes, geographic distribution, and financial need, staff are recommending 12 projects to be funded across 11 counties. These include projects to replace and upgrade water distribution systems, to support source development, to improve drinking water quality, and to further the reuse of reclaimed water.

Once individual project schedules are developed, staff may bring forward for the board's consideration a budget amendment to authorize spending for any new projects able to move forward during the current year.

Grants for projects serving non-financially disadvantaged communities will not exceed 50 percent of the total project costs. Where financial need is demonstrated, however, up to 100 percent grant funding may be provided for projects approved to serve financially disadvantaged communities as defined under sections 288.0656 and 403.1838, F.S.

Table 1. Fiscal Year 2016-2017 Grant Funding Recommendations by County

Applicant	County	Project	Type and Description	Amount
Lynn Haven, City of	Bay	10th Street Watermain Replacement	Distribution System/Pipe Improvements. Replace aging cast iron pipes and appurtenant structures to elementary school and surrounding customers. Also allows for fire protection.	\$49,825
Blountstown, City of	Calhoun	Waterline Replacement	Distribution System/Pipe Improvements. Replace aging water lines with upgraded watermain and appurtenant structures.	\$82,143
Escambia River Electric Cooperative, Inc.	Escambia	Interconnection of Walnut Hill and Bratt-Davisville Systems	Distribution System/Pipe Improvements. Replace aging water line and interconnect Walnut Hill Water Works with Bratt-Davisville Water System. Project also funded with USDA RD grant/loan.	\$159,559
Gretna, City of	Gadsden	Reclaimed Wash-Water System	Reuse/Alternative Water Supply. Construction of a reclaimed water pumping station to offset potable water needs at the wastewater treatment facility.	\$92,850
Port St. Joe, City of	Gulf	Waterline Replacement	Distribution System/Pipe Improvements. Replace aging water lines with upgraded watermain and appurtenant structures.	\$80,000
Noma, Town of	Holmes	Waterline Replacement	Distribution System/Pipe Improvements. Replace aging water lines with upgraded watermain and appurtenant structures.	\$46,960
Marianna, City of	Jackson	Water System Evaluation	Feasibility Study/Engineering. Complete a leak detection survey and create a GIS database of drinking water infrastructure to reduce system water loss.	\$50,000
Laurel Hill, City of	Okaloosa	Millside Road Waterline Loop	Distribution System/Pipe Improvements. Replace aging water lines with upgraded watermain and appurtenant structures, including looping the system for increased reliability.	\$134,863
Berrydale Water System	Santa Rosa	Dixonville Area Preliminary Engineering Report	Feasibility Study/Engineering. Complete analysis and evaluation of drinking water system improvements, including existing facilities, alternatives, costs, and recommendations.	\$35,000
DeFuniak Springs, City of	Walton	RedEye and Widner Circle Waterline Loop	Distribution System/Pipe Improvements. Replace aging water lines with upgraded watermain and appurtenant structures, including looping the system for increased reliability.	\$53,155
Freeport, City of	Walton	US-331 Corridor Utilities Planning Study	Feasibility Study/Engineering. Complete engineering, hydraulic modeling, and surveying of major water system improvements needed along US 331.	\$50,000
Caryville, Town of	Washington	Water System Improvements	Distribution System/Pipe Improvements. Replace water storage facility, associated water line replacement, and appurtenant structures.	\$140,000
			Total	\$974,355

Attachment 1: Grant Applications Received

The list below includes the total set of grant applications listed by applicant that were received and reviewed for consideration under this program.

Applicant	Project	Description	Funding Request
Berrydale Water System	Dixonville Area Preliminary Engineering Report	Complete analysis and evaluation of drinking water system improvements, including existing facilities, alternatives, costs, and recommendations.	\$35,000
Calhoun County	Silas Whitfield Waterline	Install 3,500 LF of new 6" waterline along SR 71 from the County Catalyst Site to Silas Whitfield Rd.	\$79,200
Calhoun County	Ten Mile Creek Waterline	Replace existing line across Ten Mile Creek with 6" waterline along SR 73.	\$67,650
Central Water Works	SCADA System	Install a wireless SCADA system to operate two well sites that will monitor tank levels.	\$4,001
City of Apalachicola	Water System Improvements	Installation of a Granual Activated Carbon (GAC) system at the City's water treatment plant.	\$544,083
City of Blountstown	Waterline Replacement	Replace aging water lines with upgraded watermain and appurtenant structures.	\$82,143
City of Bonifay	Water System Replacement Priority List	Water system monitoring and completion of a planning report to develop a water model of the City's water system.	\$196,800
City of Bristol	Water System Controls Improvements	Replace controls at existing elevated storage tank, providing more reliability and accurate water data.	\$82,445
City of Callaway	Water System Improvements	Install 682 LF of 6" water main and six fire hydrants along Letohatchee, Minneola, S. Jan, and Winona Streets.	\$100,346
City of Carrabelle	Brine Concentrate Disposal to Support Water Reuse	Collect and evaluate data, engineering report, permit application and implementation to blend brine disposal.	\$150,000
City of Chattahoochee	River Landing Campground Upgrade	Replace existing system with 1,300 LF of 4" water main and new hookups at existing campground.	\$49,256
City of DeFuniak Springs	RedEye and Widner Circle Waterline Loop	Replace aging water lines with upgraded watermain and appurtenant structures, including looping the system for increased reliability.	\$53,155
City of DeFuniak Springs	Vanderheide Lane Water Main Extension	Extend water system approximately 996 LF along Vanderheide Rd. and 612 LF along Juniper Lane.	\$52,930
City of Fort Walton Beach	Replacement Degasifier & Scrubber Well #2	Replace existing tray aerator at water well #2 with new Fiberglass Forced Draft De-gasification (FFDD) System.	\$100,000
City of Freeport	US-331 Corridor Utilities Planning Study	Complete engineering, hydraulic modeling, and surveying of major water system improvements needed along US 331.	\$50,000
City of Freeport	Water Main Upgrade & Extension	Replace 4,800 LF of 8" PVC along Joe Campbell Rd. from US 331 and SR 20.	\$174,884
City of Graceville	Water Main Replacement	Replace 850 LF of existing 6" asbestos water line along Dekle Street.	\$73,150
City of Gretna	Reclaimed Wash-Water System	Construction of a reclaimed water pumping station to offset potable water needs at the wastewater treatment facility.	\$92,850
City of Jacob City	N. Golden St. Waterline	Replace 2,000 LF of 4" waterline with 6" waterline	\$81,800

Applicant	Project	Description	Funding Request
	Upgrade	to provide proper fire protection.	
City of Laurel Hill	Millside Road Waterline Loop	Replace aging water lines with upgraded watermain and appurtenant structures, including looping the system for increased reliability.	\$134,863
City of Laurel Hill	First St. Watermain Upgrades	Replace and abandon in place existing water main with approximately 440 LF of 8" PVC water main.	\$27,611
City of Lynn Haven	10th St. Watermain Replacement	Replace aging cast iron pipes and appurtenant structures to elementary school and surrounding customers. Also allows for fire protection.	\$49,825
City of Marianna	Water System Evaluation	Complete a leak detection survey and create a GIS database of drinking water infrastructure to reduce system water loss.	\$100,000
City of Marianna	Tara Estates Utility Improvement Project	Abandon two private wells and replace aging HOA waterlines with 5,700 LF of new water mains.	\$346,253
City of Port St. Joe	Waterline Replacement	Replace aging water lines with upgraded watermain and appurtenant structures.	\$338,000
City of Quincy	Well Rehabilitation Project	Rebuild two existing 16" well pumps outside the City of Chattahoochee to increase capacity.	\$68,750
City of Springfield	Water System Improvements	Replacement of aging and failing water lines, water meters, and appurtenant structures.	\$191,332
Destin Water Users	Waterline Interconnect and Upgrade	Replace 200 LF of existing 4" water main with 10" water main near Kelly St. and Beach Dr.	\$25,000
Escambia River Electric Coop./ Walnut Hill Water Works	Interconnection of Walnut Hill and Bratt-Davisville Systems	Replace aging water line and interconnect Walnut Hill Water Works with Bratt-Davisville Water System. Project also funded with USDA RD grant/loan.	\$159,559
Escambia River Electric Coop./ Bratt-Davisville Water System	Interconnection to Walnut Hill Water Works	Install 10,623 LF of 6" PVC water main on Hwy. 97 from Kansas Road to Pine Forest Road to interconnect with Walnut Hill Water Works.	\$172,289
Inlet Beach Water System	Asbestos Water Line Abandonment	Replace 1,500 LF of 6" transite water main with 10" pipe along Carson Lane.	\$72,431
Jackson County	Alma Rd. Water Main Extension	Construct 4,500 LF of PVC water main to loop system and add fire protection.	\$200,000
Liberty County	Lake Mystic Water System	Replace existing controls damaged by lightning with a more reliable system.	\$104,954
Molino Utilities	Watermain Extension to Walnut Hill	Construct 27,200 LF 8" PVC watermain and 12 hydrants for improved reliability and fire protection. Looped system will tie in with Walnut Hill.	\$370,000
Molino Utilities	Ground Storage Tank and Pumping Facility	Construct a ground storage tank with pumping facilities to allow for a more stable and reliable water system.	\$430,000
Panacea Area Water System	Transite Line Replacement	Replace approximately 4,200 LF of aging concrete-asbestos pipe with new 6" PVC pipe.	\$96,057
Talquin Water and Wastewater, Inc.	Gadsden County Test Well	Install a supplemental test/supply well near Atwater Rd. to improve reliability of regional water system.	\$110,000
Town of Altha	Water System Improvement	Repair one of three existing water supply wells to enhance water supply reliability.	\$45,100
Town of Campbellton	Water Improvements	Extend water system 2,500 LF on New Bethel Rd.	\$312,693

Applicant	Project	Description	Funding Request
Town of Caryville	Water System Improvements	Replace water storage facility, associated water line replacement, and appurtenant structures.	\$330,000
Town of Greenwood	Water Main Replacement	Replace 4,150 LF of water mains and appurtenant structures along SR 69.	\$174,936
Town of Noma	Waterline Replacement	Replace aging water lines with upgraded watermain and appurtenant structures.	\$46,960
TOTAL			\$5,976,306

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Resource Management Division
Linda Chaisson, Hydrologist IV

DATE: October 18, 2016

SUBJECT: Consideration of Bids and Agreement for Construction Services for the Cotton Landing-Devils Hole Spring Shoreline Restoration and Protection

Recommendation

Staff recommends the Governing Board accept the bid of \$335,000.00 from Diversified Professional Services Corp., for construction services for the Cotton Landing and Devils Hole Spring shoreline restoration and protection projects, and authorize the Executive Director to enter into a contract with Diversified Professional Services Corp. for these services.

Background

On August 29, 2016, the District issued an Invitation to Bid (ITB) 17B-001 for construction services for the Cotton Landing and Devils Hole Spring shoreline restoration and protection projects. The projects are designed to stabilize, restore, and protect the shorelines at Cotton Landing and Devils Hole Spring, as well as enhance public access at both sites.

Through this project approximately 100 linear feet of streambank at Cotton Landing on Holmes Creek and approximately 175 feet of streambank at Devils Hole Spring on Econfina Creek will be stabilized with bioengineering methods that employ primarily natural materials and techniques, such as vegetated retaining walls, native materials, and root mass through installation of live native plants.

Construction activities will be funded through the Florida Department of Environmental Protection Springs Grant Program.

Only two bids submitted for ITB 17B-001, the bids were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Diversified Professional Services Corp.	\$335,000.00
Hall Contracting & Construction, Inc.	\$514,562.00

Attachment: Draft Contract

**DRAFT AGREEMENT
FOR CONSTRUCTION SERVICES
BETWEEN
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
DIVERSIFIED PROFESSIONAL SERVICES CORP.
(NFWWMD CONTRACT NUMBER _____)**

This agreement (the "Agreement") is by and between the Northwest Florida Water Management District (hereinafter, the DISTRICT) and Diversified Professional Services Corp. (hereinafter, the CONTRACTOR). The DISTRICT and the CONTRACTOR hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

- A. The CONTRACTOR shall perform and render all services as an independent CONTRACTOR of the DISTRICT and not as an agent, representative, or employee of the DISTRICT. Services shall be provided in accordance with the CONTRACTOR's proposal submitted under Invitation to Bid (ITB) 17B-001 entitled **"COTTON LANDING/DEVILS HOLE SPRING SHORELINE RESTORATION AND PROTECTION WASHINGTON COUNTY, FLORIDA"** incorporated herein by reference.
- B. Prior to the CONTRACTOR's commencement of work, the DISTRICT shall provide and transmit to the CONTRACTOR an approved Notice to Proceed.
- C. Contractor shall commence work within 14 days of issuance of a Notice to Proceed by the District.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The CONTRACTOR is responsible for the timely completion, professional quality, and technical accuracy of all work and services provided to the DISTRICT under the terms of this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the DISTRICT in reports, drawings, and in conjunction with all other services provided for under this Agreement.
- B. The CONTRACTOR shall be, and shall remain, liable in accordance with applicable law for all damages to the DISTRICT caused by the CONTRACTOR's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the DISTRICT.
- C. The CONTRACTOR's obligations under this Section 2 are in addition to the CONTRACTOR's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the DISTRICT may have against the CONTRACTOR for deficiencies in work.
- D. The CONTRACTOR shall indemnify and hold harmless the DISTRICT, and its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and costs arising in any way from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

- E. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 3 – TRUTH-IN-NEGOTIATIONS

The CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the DISTRICT determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.

SECTION 4 – COMPENSATION

- A. Maximum compensation under this contract shall be determined by the Scope of Work and authorized budget issued under the terms of and during the inclusive dates of this Agreement and shall not exceed the availability of funds and current budget authorizations as approved by the DISTRICT Governing Board.
- B. Payment will be subject to inspection and approval by the District's Project Manager. The Project Manager, will determine, in his sole discretion, whether or not the CONTRACTOR has successfully completed the authorized work. Payment will not be made until the District receives written authorization to do so by the District Project Manager.
- C. The CONTRACTOR may submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Agreement to assure the availability of funding for final payment.
- D. The compensation amount (the "Compensation Amount") will be determined on the basis of the lump sum price as set forth in Attachment A: CONTRACTOR Bid for "**COTTON LANDING/DEVILS HOLE SPRING SHORELINE RESTORATION AND PROTECTION WASHINGTON COUNTY, FLORIDA**", attached hereto and made a part hereof. Any subcontractor fees and direct expenses (ODCs) required for completion of the Agreement should have been included in the CONTRACTOR's bid price and will be the responsibility of the CONTRACTOR.
- E. Payment will be made upon inspection and approval of deliverables and within 30 days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review. Invoices shall not be submitted more frequently than monthly.
- F. Two copies of each invoice, including appropriate backup documentation, shall be submitted to:

Chief, Bureau of Finance and Accounting
Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333

SECTION 5 – PERFORMANCE BOND

Prior to commencing work, the CONTRACTOR shall provide a Performance Bond in an amount equal to twenty-five percent (25%) of the Compensation Amount, which shall be held by the DISTRICT to insure contract compliance and to pay any damages sustained by the DISTRICT due to the CONTRACTOR's negligence or breach of contract. The Performance Bond shall be returned to the contractor within 30 days of successful completion of all terms and conditions of each Task Order.

SECTION 6 – TIME OF PERFORMANCE

- A. The CONTRACTOR will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the DISTRICT, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- B. If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the DISTRICT, then the CONTRACTOR shall be in default after the time stipulated in the Contract Documents and may forfeit the Performance Bond required in the Contract Documents.

SECTION 7 – FORCE MAJEURE AND DELAYS

- A. Force Majeure. CONTRACTOR shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of CONTRACTOR: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- B. Delay. CONTRACTOR shall not be compensated for delays caused by CONTRACTOR's inefficiency, rework made necessary by CONTRACTOR's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, CONTRACTOR shall notify the District in writing of the delay, which shall provide: (1) a detailed description of the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten (10)-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and

discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

SECTION 7 – APPROVALS AND NOTICES

- A. The CONTRACTOR’S project manager is _____, telephone number _____. The DISTRICT’s project manager is Linda Chaisson, telephone number (850) 539-5999. All matters should be coordinated with or directed to the appropriate person for proper disposition.
- B. Any notice or other written communications between the CONTRACTOR and the DISTRICT shall be considered delivered when posted by certified mail or delivered in person to the respective project manager.
- C. The addresses of the parties for the purpose of notice under this Agreement shall be as follows unless otherwise changed in writing:
- | | |
|---|---|
| Diversified Professional Services Corp.
27915 Johnston Road
Dade City, FL 33523 | Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333-4712 |
|---|---|
- D. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.
- E. The DISTRICT and the CONTRACTOR may, by written order designated to be a Change Order, agree that additional work shall be undertaken for within the general scope of this Agreement.
- F. The DISTRICT shall, at its sole discretion, determine whether the project tasks have been satisfactorily completed.
- G. The CONTRACTOR agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from willful misconduct or negligent acts, or errors and omissions, by the CONTRACTOR, its agents or employees to the extent permitted by Florida law.
- H. The DISTRICT may unilaterally cancel this Agreement for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with the contract.

SECTION 8 – INSURANCE

The CONTRACTOR shall be insured as follows: General Liability, with limits not less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than: Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; Bodily Injury by Disease \$1,000,000 each employee. Evidence of all such insurance satisfactory to the DISTRICT shall be furnished prior to beginning operations, and all such insurance policies shall provide for 10 days’ notice to the DISTRICT of cancellation of any material change in the terms of the insurance policies.

SECTION 9 – SUBCONTRACTS

- A. The CONTRACTOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DISTRICT. Any subcontractors who may be employed by the CONTRACTOR and approved by the DISTRICT must also adhere to all provisions of this Agreement.
- B. When applicable the CONTRACTOR shall cause the names of subcontractor firms responsible for portions of the work to appear on such work.
- C. The CONTRACTOR agrees to notify the DISTRICT of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the DISTRICT. The CONTRACTOR agrees to provide the DISTRICT with an executed copy of all subcontracts within ten (10) days after the effective date thereof.
- D. The CONTRACTOR agrees to be responsible for the fulfillment of all work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and shall indemnify and hold the DISTRICT harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 10 – TERMINATION OF AGREEMENT

- A. The DISTRICT or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The DISTRICT's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto. This Section 10 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the CONTRACTOR fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the DISTRICT has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the CONTRACTOR of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the DISTRICT, the CONTRACTOR will have a contract resolution period not to exceed 30 days to resolve deficiencies, disputes or other contract issues to the DISTRICT's satisfaction before the termination is final. During this resolution period the CONTRACTOR will not initiate any additional work requiring additional compensation without written approval by the DISTRICT.
- C. The DISTRICT may at any time and for any reason terminate this Agreement at the DISTRICT's convenience. Upon receipt of such notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and procurement for all materials and services in connection with the performance of this Agreement.
- D. In the event the DISTRICT terminates this Agreement, the CONTRACTOR shall be compensated for all acceptable work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the CONTRACTOR as of the date of termination. The CONTRACTOR agrees that it will make no such commitments prior to receiving written approval from the DISTRICT. The CONTRACTOR also agrees to provide all work products completed or in progress at the date of termination.

SECTION 11 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. All reports produced and other data gathered by the CONTRACTOR for the purpose of this Agreement shall become the property of the DISTRICT without restriction or limitation upon their use and shall be made available by the CONTRACTOR at any time upon request of the DISTRICT.
- B. All deliverables, including Work not accepted by the DISTRICT, are DISTRICT property when CONTRACTOR has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a “work made for hire” as defined by the patent and copyright laws of the United States. CONTRACTOR shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any DISTRICT source documents or other DISTRICT or non-DISTRICT documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Scope of Work, are DISTRICT property and shall be safeguarded and provided to the DISTRICT upon request. This obligation shall survive termination or expiration of this Agreement.
- C. The DISTRICT shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to CONTRACTOR, provided that any future use for other than the purpose intended by this Agreement shall be at the DISTRICT’s sole risk and without liability to CONTRACTOR. CONTRACTOR shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the DISTRICT, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the DISTRICT. CONTRACTOR shall submit all such work products to the DISTRICT, if requested. CONTRACTOR may retain copies of all work products created pursuant to this Agreement.

SECTION 13 – RELEASE OF INFORMATION

The CONTRACTOR agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the DISTRICT unless authorized in writing by the DISTRICT. All drawings, specifications, diagrams, reports, documents, etc., furnished by the CONTRACTOR pursuant to this Agreement shall become the sole property of the DISTRICT, and may be subject to disclosure by the DISTRICT under Chapter 119, Florida Statutes. However, the CONTRACTOR shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the DISTRICT in writing.

SECTION 14 – CHOICE OF LAW/FORUM

- A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. Failure to file a protest within the time prescribed in section [120.57](#)(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

SECTION 15 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. 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 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.

SECTION 16 - INSPECTOR GENERAL COOPERATION

Prospective contractor or vendor understands and shall comply with section 20.055(5), Florida Statutes, which states: “It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

SECTION 17 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The CONTRACTOR shall maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, the State of Florida, or their authorized representatives shall have access to such records for auditing purposes during the term of this AGREEMENT and for three (3) years following project completion.
- B. The CONTRACTOR shall cooperate with an inspector general in any investigation, audit, inspection, review, or hearing, pursuant to s. 20.055(5), F.S.

SECTION 18 – REMEDIES

- A. In accordance with 287.058(1)(h), F.S., the DISTRICT will apply financial consequences for nonperformance. If CONTRACTOR fails to produce the deliverables as specified within the assigned Task Orders, the DISTRICT shall apply the financial consequences identified therein.
- B. Cumulative Remedies. The rights and remedies of the DISTRICT in this Section 17 are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 19 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement, including Attachment A: CONTRACTOR’s Bid submitted for ITB No. 17B-001, the DISTRICT’s Invitation to Bid package and supporting documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

IN WITNESS THEREOF, the DISTRICT and the CONTRACTOR have executed this Agreement as of the date below written.

Northwest Florida Water Management District
Havana, Florida

Diversified Professional Services Corp.
Dade City, Florida

By: _____
Brett J. Cyphers
Executive Director

By: _____
(NAME)
(TITLE)

Date: _____

Date: _____

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: Savannah White, Executive Assistant

DATE: October 25, 2016

SUBJECT: Approval of the Governing Board Meeting Schedule for 2017

Recommendation

Staff recommends approval of the 2017 Governing Board meeting schedule.

*All meetings are scheduled to begin at 1:00 p.m.,
ET, at District Headquarters, unless otherwise
indicated.

January 12, 2017

February 9, 2017

March 9, 2017

April 13, 2017

May 11, 2017

June 8, 2017

July 13, 2017

August 10, 2017

September 14, 2017, 4:00 p.m.

October 12, 2017, 1:00 p.m., CT (Pensacola)

November 9, 2017, 1:00 p.m., CT (Port St. Joe)

December 14, 2017

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: William O. Cleckley, Director
Division of Land Management and Acquisition

DATE: October 26, 2016

SUBJECT: Overview of Proposed Choctawhatchee River Paddling Trail; Holmes, Walton
and Washington Counties

Background

In August 2011, staff provided an overview of a proposed Choctawhatchee River Paddling Trail which at that time was being spearheaded by Commissioner Scott Brannon of Walton County. Over the last five years, the proposed paddling trail has gained more attention and momentum as a worthwhile ecotourism project for these three rural counties and has the support of the Chairs of the Holmes, Walton and Washington County Commissions.

The District owns and manages approximately 61,000 acres along the Choctawhatchee River and Holmes Creek in Holmes, Walton and Washington Counties. Except for the six Holmes Creek access points in Washington County owned by the District, most of the public access points to the river in the three counties are owned and maintained by the Board of County Commissioners or under cooperative management and maintenance agreements with the District.

The proposed paddling trail is envisioned as wilderness-type river canoe/kayak paddling trail that would utilize the County's/District's public access points with the possible future development of raised camping platforms and other amenities strategically placed on District property along the river. The proposed trail envisions stops along the river with marked side trails, GPS coordinates and maybe an "I" phone App to point users to significant natural features and areas, such as oxbow lakes, Morrison Springs Park, Blue Spring and Mill Lake, tributary streams, e.g. Holmes, Reedy, Sandy, Bruce and Seven Runs Creeks, the Carlisle Slough area (a true wilderness destination in its own right), Dead River Landing Park, Cowford Landing and Black Creek Landing.

These destinations could be used by canoeists and kayakers for hunting, fishing, camping, birding, nature appreciation and visiting prehistoric archaeological sites (there are six known sites in and around Dead River Landing Park alone and others along the river).

Mr. Cliff Knauer, with Dewberry Engineers, represents all three counties in this proposed endeavor and will provide the Board with a presentation of the proposed trail and amenities; current status of the project, including proposed funding and seek District support for the project. The eventual development of any amenities on District owned land will require prior approval by the District.

Feel free to contact staff if you have any questions concerning the proposed project.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: October 26, 2016

CGUPS, LLC, Steven Cox, and Claudia Cox, Petitioners v. Northwest Florida Water Management District and Florida Department of Transportation, Respondents, DOAH Case No. 16-4691

This is a case brought by the Petitioners challenging the proposed issuance by the District of an environmental resource permit to FDOT relating to FDOT's widening of State Road 390 in Panama City, Florida.

The case is set for a three day hearing before Administrative Law Judge Bram D. E. Canter on December 6, 7 and 8, 2016, at a location to be determined in Panama City, Florida.

The discovery phase of the litigation is ongoing. We have received responses from the petitioners to the District's discovery requests. We have also received requests from the petitioners to which will timely respond. Depositions of witnesses and experts will be conducted over the next few weeks.

The District is continuing to vigorously defend its decision to issue the permit and the District remains confident in its position.