

Governing Board Meeting

Agenda and Meeting Information

June 27, 2023

9:00 a.m.

Brooksville Office

2379 Broad Street • Brooksville, Florida
(352) 796-7211 • 1-800-423-1476

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



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

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Employer

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

Final Agenda GOVERNING BOARD MEETING

**JUNE 27, 2023
9:00 AM**

**2379 BROAD STREET, BROOKSVILLE, FL 34604
(352) 796-7211**

All meetings are open to the public

MEETING NOTICE

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

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

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

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

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

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

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

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

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

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

1. CONVENE PUBLIC MEETING

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

2. CONSENT AGENDA

- 2.1 **Finance/Outreach and Planning Committee:** Adopt Resolutions to Identify New Slate of Officers for Financial Documents
- 2.2 **Finance/Outreach and Planning Committee:** Governing Board Travel - Annual Environmental Permitting Summer School
- 2.3 **Operations, Lands and Resource Monitoring Committee:** Perpetual Easement for ROMP TR 10-3, Camden Field Well Site, SWF Parcel No. 11-020-043
- 2.4 **Operations, Lands and Resource Monitoring Committee:** Amendment to Land Lease Agreement - Cell Phone Tower, SWF Parcel No. 20-503-256X
- 2.5 **Regulation Committee:** Water Use Permit No. 20001845.005 – Midway Farms, LLC / Fort Meade Expansion South (Polk County)
- 2.6 **Regulation Committee:** Water Use Permit No. 20021048.000 – Polk Regional Water Cooperative / West Polk LFA Well Field (Polk County)
- 2.7 **General Counsel's Report:** Approval of Consent Order between SWFWMD and Wos Properties I Inc - Permit Violations - Environmental Resource Permit No. 43043351.001 - CT No. 414147 - Hillsborough County
- 2.8 **Executive Director's Report:** Approve Governing Board Minutes – May 23, 2023

3. FINANCE/OUTREACH AND PLANNING COMMITTEE

- 3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 3.2 **Discussion:** Action Item: Fiscal Year 2024 Recommended Annual Service Budget
- 3.3 **Submit & File:** Information Item: Budget Transfer Report

4. RESOURCE MANAGEMENT COMMITTEE

- 4.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion
- 4.2 **Discussion:** Action Item: Declaration of Cooperation of the Tampa Bay Nitrogen Management Consortium (W027)
- 4.3 **Submit & File:** Information Item: Proposed Minimum Flows for Horse Creek and Charlie Creek Prior to Independent Scientific Peer Review

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

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

5.2 **Discussion:** Information Item: Hydrologic Conditions Report

6. REGULATION COMMITTEE

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

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

7. GENERAL COUNSEL'S REPORT

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

8. COMMITTEE/LIAISON REPORTS

8.1 **Discussion:** Information Item: Industrial Advisory Committee

8.2 **Discussion:** Information Item: Public Supply Advisory Committee

9. EXECUTIVE DIRECTOR'S REPORT

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

10. CHAIR'S REPORT

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

10.2 **Discussion:** Information Item: Employee Milestones

ADJOURNMENT

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Approved June 26, 2023

OFFICERS	
Chair	Ed Armstrong
Vice Chair	Michelle Williamson
Secretary	John Mitten
Treasurer	Jack Bispham

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
John Hall
Kelly Rice
John Mitten

RESOURCE MANAGEMENT COMMITTEE
Ashley Bell Barnett
Michelle Williamson
James Holton

REGULATION COMMITTEE
Dustin Rowland
Robert Stern
Joel Schleicher

FINANCE/OUTREACH AND PLANNING COMMITTEE
Jack Bispham
Joel Schleicher
Kelly Rice

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

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

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

**Southwest Florida Water Management District Schedule of Meetings
Fiscal Year 2023**

5/11/2023

Governing Board Meeting

October 18, 2022 – 9:00 a.m., Tampa Office
November 15, 2022 – 9:00 a.m., Brooksville Office
December 13, 2022 – 9:00 a.m., Brooksville Office
January 24, 2023 – 9:00 a.m., Tampa Office
February 28, 2023 – 9:00 a.m., Brooksville Office
March 28, 2023 – 9:00 a.m., Brooksville Office
April 25, 2023 – 9:00 a.m., Tampa Office
May 23, 2023 – 9:00 a.m., Tampa Office
June 27, 2023 – 9:00 a.m., Brooksville Office
July 25, 2023 – 9:00 a.m., Tampa Office
August 22, 2023 – 9:00 a.m., Brooksville Office
September 26, 2023 – 3:00 p.m., Tampa Office

Governing Board Workshop

November 15, 2022 – 10:30 a.m., Brooksville Office

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

2023 – September 12 & 26

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

2022 – December 6 (meeting replaced with December 16 field trip)
2023 – March 14, June 13, September 12

Environmental Advisory Committee – 10:00 a.m.

2022 – October 11 (canceled)
2023 – January 10, April 11, July 11

Industrial Advisory Committee – 10:00 a.m.

2022 – November 8
2023 – February 14 (meeting replaced with February 17 field trip), May 9, August 8

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

2022 – November 8 (canceled)
2023 – February 14, May 9 (meeting replaced with May 5 field trip), August 8

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

2022 – October 26, December 7
2023 – January 11, (canceled) February 22, May 24, July 12

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

2022 – November 9
2023 – January 25, March 8, July 26

Meeting Locations

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

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

Governing Board Meeting
June 27, 2023

1. CONVENE PUBLIC MEETING

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1.2 Invocation and Pledge of Allegiance..... 5

1.3 Employee Recognition 6

1.4 Additions and Deletions to Agenda..... 7

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CONVENE PUBLIC MEETING

June 27, 2023

Call to Order

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

Presenter:

Ed Armstrong, Chair

CONVENE PUBLIC MEETING

June 27, 2023

Invocation and Pledge of Allegiance

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

Presenter:

Ed Armstrong, Chair

CONVENE PUBLIC MEETING

June 27, 2023

Employee Recognition

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

Staff Recommendation:

- Rita Harrod, Project Management Analyst, Project Management Office
- Steve DeSmith, Senior Professional Geologist, Hydrologic Data Section
- Jeff Whealton, Agricultural Regulation Program Manager, ERP Administration

Presenter:

Ed Armstrong, Chair

CONVENE PUBLIC MEETING

June 27, 2023

Additions/Deletions to Agenda

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

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

Staff Recommendation:

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

Presenter:

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

CONVENE PUBLIC MEETING

June 27, 2023

Public Input for Issues Not Listed on the Published Agenda

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

Presenter:

Ed Armstrong, Chair

Governing Board Meeting

June 27, 2023

2. CONSENT AGENDA

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

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2.2	Finance/Outreach and Planning Committee: Governing Board Travel - Annual Environmental Permitting Summer School	15
2.3	Operations, Lands and Resource Monitoring Committee: Perpetual Easement for ROMP TR 10-3, Camden Field Well Site, SWF Parcel No. 11-020-043	16
2.4	Operations, Lands and Resource Monitoring Committee: Amendment to Land Lease Agreement - Cell Phone Tower, SWF Parcel No. 20-503-256X	25
2.5	Regulation Committee: Water Use Permit No. 20001845.005 – Midway Farms, LLC / Fort Meade Expansion South (Polk County)	54
2.6	Regulation Committee: Water Use Permit No. 20021048.000 – Polk Regional Water Cooperative / West Polk LFA Well Field (Polk County)	66
2.7	General Counsel's Report: Approval of Consent Order between SWFWMD and Wos Properties I Inc - Permit Violations - Environmental Resource Permit No. 43043351.001 – CT No. 414147 - Hillsborough County.....	81
2.8	Executive Director's Report: Approve Governing Board Minutes – May 23, 2023.....	91

CONSENT AGENDA

June 27, 2023

Finance/Outreach and Planning Committee: Adopt Resolutions to Identify New Slate of Officers for Financial Documents

Purpose

1. Authorize the new slate of officers to apply their signatures to the required financial documents and;
2. Request that the Governing Board adopt District *Resolution No. 23-04* authorizing the signatures of the newly elected officers of the Governing Board of the District and the use of facsimile or manual signatures on all warrants or checks of the District and;
3. Adopt the *Truist Resolution for Deposit Account* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's deposit account(s) and;
4. Adopt the *Truist Corporate Resolution* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's custody accounts.

Background

Following its annual election of officers in May, the elected officers assume their offices twenty-four (24) hours prior to the June Governing Board meeting. Resolutions must be adopted to give the new slate of officers the authority to sign and countersign all District warrants or checks. Section 373.553, Florida Statutes, requires District funds to be disbursed by check or warrant signed by the Treasurer or Assistant Treasurer (Secretary) and countersigned by the Chair or Vice chair of the board. The newly elected officers for Chair, Vice Chair, Secretary/Assistant Treasurer, and Treasurer/Assistant Secretary are identified by adoption of the resolutions, which will provide their signatures to Truist.

The District's Custody Agreement retains and employs Truist Bank, through its Private Wealth Management Division, to act as custodian of certain securities and funds of the District. Following the annual election of officers, a new *Corporate Resolution* must be adopted to give the new slate of officers the authority to give direction or confirmation to the Bank on all matters regarding the Custody Agreement and Account. The newly elected officers for Chair, Vice Chair, Secretary and Treasurer are identified by adoption of the resolution, which will provide their signatures to the Private Wealth Management Division of Truist Bank.

Staff Recommendation:

1. Authorize the new slate of officers to apply their signatures to the required financial documents and;
2. Adopt *Resolution No. 23-04* authorizing the signatures of the newly elected officers of the Governing Board of the District and the use of facsimile or manual signatures on all warrants or checks of the District and;
3. Adopt the *Truist Resolution for Deposit Account* document to identify the new slate of officers as authorized signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's deposit accounts and;
4. Adopt the *Truist Corporate Resolution* document to identify the new slate of officers as authorized

signers on existing accounts and give the officers the authority to give direction or confirmation to the Bank on all matters regarding the District's custody accounts.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 23-04

**AUTHORIZING THE SIGNATURES OF OFFICERS OF THE GOVERNING BOARD
OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND THE USE OF FACSIMILE OR MANUAL SIGNATURES
ON ALL WARRANTS OR CHECKS OF THE DISTRICT**

WHEREAS, the Southwest Florida Water Management District is a public corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Section 373.553, Florida Statutes, requires District funds to be disbursed by check or warrant signed by the Treasurer or Assistant Treasurer and countersigned by the Chair or Vice Chair of the Governing Board to effect payment of money in the name of the Southwest Florida Water Management District.

NOW THEREFORE, BE IT RESOLVED, by the Governing Board of the Southwest Florida Water Management District that the following officers of the Governing Board have assumed their offices effective June 26, 2023, and shall have the authority, pursuant to Section 373.553, F.S., to sign all warrants or checks of the District:

_____, Treasurer and Assistant Secretary SIGNS

_____, Secretary and Assistant Treasurer SIGNS

_____, Chair COUNTERSIGNS

_____, Vice Chair COUNTERSIGNS

BE IT FURTHER RESOLVED that the Governing Board of the Southwest Florida Water Management District hereby authorizes the use of either facsimile or manual signatures of the officers designated above for all warrants or checks of the District; and

BE IT FURTHER RESOLVED that the Secretary of the Governing Board of the Southwest Florida Water Management District is hereby authorized and directed to deliver to the designated depositories of the District, specimens of the facsimile and manual signatures as described above.

APPROVED AND ADOPTED this 27th day of June 2023, by the Governing Board of the Southwest Florida Water Management District.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SEAL

By: _____
Chair

Attest:

Secretary

CORPORATE RESOLUTION

I, the undersigned Secretary of the below named Corporation, which is organized and existing under the laws of the State of Florida and having its principal place of business at the below named address, hereby certify to Truist Bank (the “Bank”) that the following is a true copy of a Resolution adopted by the governing authority of this entity in accordance with its By-Laws, at a meeting held on June 27th, 2023, and not subsequently modified.

RESOLVED:

- 1) That the Private Wealth Management Division of Truist Bank (the “Bank”) is designated as a depository for funds and securities of this entity, under an Agreement signed on behalf of this entity:

- 2) That any of the officers or representative whose titles are listed below are hereby authorized on behalf of this entity:
 - To sign and execute Bank Documents with the Bank and to establish the appropriate account(s) (the “Account(s)”); and
 - To deposit, transfer or withdraw funds; to agree to the purchase, sale or exchange of any funds or assets held in the Account(s); to provide instructions, when needed, to the Bank with respect to the management or investment of such funds or assets; and to sign checks, drafts, stock powers, bond powers or other orders with respect to assets of, or being added to, the Account(s); and
 - To transact any and all other business relating to the Accounts(s), which at any time may be deemed desirable pursuant to the provisions of the Agreement; and

- 3) That the Bank may rely upon the authority conferred by this Resolution until it is revoked or modified and the Bank receives written notice thereof.

I further certify that the following officers or representatives are currently authorized to act on behalf of this entity in accordance with the terms of this Resolution as outlined.

<u>Officer or Representative Title</u>	<u>Name</u>	<u>Signature</u>
<u>Chair</u>	<u>Elijah D. Armstrong</u>	_____
<u>Vice Chair</u>	<u>Michelle Williamson</u>	_____
<u>Secretary</u>	<u>John Mitten</u>	_____
<u>Treasurer</u>	<u>Paul Jack Bispham</u>	_____

Number of signatures required, if applicable: 1

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the seal of this entity if applicable.

Southwest Florida Water Management District
 Entity Name
2379 Broad Street
 Address
Brooksville FL 34604-6899
 City, State and ZIP

 Secretary

 Date (Corporate Seal)

TRUIST

RESOLUTION FOR DEPOSIT ACCOUNT

Southwest Florida Water Management District

Name of Entity

TIN

- | | | |
|---|---|---|
| <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Government Entity | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Non-Profit Corporation |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other |

The undersigned, acting in the capacity as corporate secretary or custodian of records for the above-named Entity, organized and existing under the laws of Florida, represents to Truist Bank ("Bank") that I have reviewed the governing documents and relevant records of the Entity and certify that resolutions or requirements similar to those below are adopted by and, are not inconsistent with the governing documents or records of the Entity, and that such resolutions or requirements are current and have not been amended or rescinded.

I. That the Bank is designated as a depository institution for the Entity and that by execution and delivery of this Resolution for Deposit Account the Entity will be bound by the Bank's deposit account agreement now existing or as may be amended. Any officer, agent or employee of the Entity is authorized to endorse for deposit any check, drafts or other instruments payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing.

II. That any one individual named below (a "Designated Representative") is authorized to open accounts on behalf of the Entity, to close any account or obtain information on any account. Any one Designated Representative may appoint others (an "Authorized Signer") to conduct transactions on an account by authorizing them to sign their name to the signature card.

Designated Representative (Signature)	Printed Name	Title
_____	Elijah D. Armstrong III	Chair
_____	Michelle Williamson	Vice Chair
_____	John Mitten	Secretary
_____	Paul Jack Bispham	Treasurer
_____	_____	_____

III. That the Bank is authorized upon the signature of any one signer on a signature card to honor, pay and charge the account of the Entity, all checks, drafts, or other orders for payment, withdrawal or transfer of money for whatever purpose and to whomever payable.

IV. That any one Designated Representative may appoint, remove or replace an Authorized Signer, enter into a night depository agreement, enter into an agreement for cash management services, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain online foreign exchange services related thereto, or enter into any other agreements regarding an account of the Entity.

FOR BANK USE ONLY

Prepared By _____	Date _____
Center _____	Bank No. _____ State _____

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V. That any prior resolutions or requirements have been revoked or are no longer binding, and that this Resolution for Deposit Account applies to all accounts at the Bank and will remain in full force and effect until rescinded, replaced or modified in writing in a form acceptable to the Bank and after the Bank has had a reasonable time to act on such change.

VI. That any transaction by an officer, employee or agent of the Entity prior to the delivery of this Resolution for Deposit Account is hereby ratified and approved.

DATED: _____

SIGNATURE

Elijah D. Armstrong III

PRINTED NAME

EXHIBIT

CONSENT AGENDA

June 27, 2023

Finance/Outreach and Planning Committee: Governing Board Travel - Annual Environmental Permitting Summer School

District policy states that in accordance with Chapters 112 and 373, Florida Statutes, travel expenses may be incurred for official District business or for a public purpose beneficial to the District. Travel to any conference or convention requires prior approval.

Within the geographic boundaries of the District, Governing Board members may incur travel expenses to attend Governing Board meetings or for other purposes beneficial to the District, excluding conferences and conventions. Scheduled travel for Governing Board members outside the District or to attend conferences or conventions requires prior approval through the consent agenda of a regular monthly Governing Board meeting. Non-scheduled travel outside the District or to attend any conference or convention requires prior approval of the Governing Board Chair, or in his absence, the Vice Chair.

Request for attendance to the Florida Environmental Permitting Network Summer School at 400 South Collier Boulevard, Marco Island, Florida.

<p>37th Annual Florida Environmental Permitting Summer School</p> <p>Marco Island</p> <p>July 17 - July 21, 2023</p> <p><i>These are approximate costs</i></p> <p><i>Lodging costs and meals are based upon dates of arrival</i></p>				
Name	Registration	Lodging	Mileage Cost	Meals
Joel Schleicher	\$575	\$850	\$116	\$122
Michelle Williamson	\$575	\$650	\$136	\$ 97
John Mitten	\$575	\$850	\$191	\$122
Kelly Rice	\$575	\$850	\$206	\$122
James Holton	\$575	\$650	\$155	\$ 97

Staff Recommendation:

Approve Governing Board travel as presented.

Presenter:

Virginia Singer, Manager, Board and Executive Services

CONSENT AGENDA

June 27, 2023

Operations, Lands and Resource Monitoring Committee: Perpetual Easement for ROMP TR 10-3, Camden Field Well Site, SWF Parcel No. 11-020-043

Purpose

Recommend the Governing Board approve a Perpetual Easement granted to the District that provides ingress and egress access to the District's Regional Observation and Monitor-well Program (ROMP) well site TR 10-3. The Perpetual Easement, general location map and site map, are attached hereto as Exhibits 1, 2, and 3, respectively.

Background

In 1978, the District obtained an easement (SWF Parcel No. 11-020-018) from Hillsborough County at Simmons Bowers Park to install a future monitor well site (ROMP TR 10-3). Recently, District staff visited this location and found that site conditions would be prohibitive for installing wells because of overhead interference from mature trees and the location of nearby fencing. Therefore, District staff requested a new well site location from Hillsborough County that was open and clear for well construction activities. Hillsborough County identified a new more suitable location at Camden Field (SWF Parcel No. 11-020-043) north of the original planned location at Simmons Bowers Park site and was amenable to providing a Perpetual Easement. District staff visited the Camden Field site and found it to be acceptable.

The TR 10-3 Camden Field well site will enable collection of long-term monitoring data to support the District's Coastal Groundwater Quality Monitoring Network and the South Hillsborough Aquifer Recharge Program (SHARP) Cooperative Funding Initiative project between the District and Hillsborough County. The SHARP project is a major effort to recharge groundwater in the Southern Water Use Caution Area (SWUCA) and Most Impacted Area (MIA) regions of southern Hillsborough County that necessitates infill and expansion of the current monitoring available through existing well sites. Hillsborough County has an aquifer recharge well (SHARP RW-2) close to the proposed TR 10-3 Camden Field well site. Therefore, it is in a favorable location to provide both groundwater level and water quality data that supports Hillsborough County and the District, which will likely see the effects of recharge associated with the SHARP RW-2 site.

Exploratory core drilling and testing is proposed to begin in FY2027. Once complete, five (5) wells will be constructed at the site including a surficial aquifer well, two Hawthorn aquifer system monitor wells, and two Upper Floridian aquifer monitor wells.

Benefit/Costs

Access to the proposed data collection site for construction is critical to meet the District's data collection needs. Well construction costs are estimated at \$450,000. Long-term water quality monitoring costs approximately \$2,000 per year and includes labor and parts/supplies. Long-term water level monitoring costs for the five wells are approximately \$10,000 for the first year (includes equipment and initial setup) and approximately \$500 per year, thereafter. There is no cost associated with the easement itself as Hillsborough County is donating the easement.

Staff Recommendation:

Approve the Perpetual Easement and authorize the Chair to sign on behalf of the District.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources

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Prepared by return to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Attn. Land Resources Bureau

PERPETUAL EASEMENT

This Easement (Easement) is made this ____ day of _____ 2023, by and between Hillsborough County, a political subdivision of the State of Florida, having an address of Post Office Box 1110, Tampa, Florida 33601, hereinafter called "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee".

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

- a. To construct, maintain, repair, or replace up to five (5) monitoring wells and data monitoring equipment over the land more particularly described as the Well Site Easement Area on **Exhibit "A"** attached hereto and made a part hereof (Well Site Easement Area); and
- b. For ingress and egress upon, over and across the land more particularly described as the Access Easement Area on **Exhibit "A"** attached hereto and made a part hereof (Access Easement Area) to access the monitoring wells and equipment in order to perform hydrologic measurements, conduct ground-water pumping tests, and to observe fresh/salt water interface levels.

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

Grantee hereby agrees to protect, indemnify and hold harmless the Grantor from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the Well Site Easement Area or the Access Easement Area by the Grantee and its contractors and agents, except to the extent such liability is finally judicially determined to directly arise from the willful misconduct or negligence of the Grantor. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Grantor believes is covered by this indemnity, the Grantor shall give the Grantee notice of the matter. Any failure or delay of the Grantor to notify the Grantee of any such suit, claim or demand shall not relieve the

Grantee of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay. This provision shall not be construed as a waiver of Grantee's sovereign immunity for torts or an extension of such liability beyond the limits established in Section 768.28, F.S.

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

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

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

[signature pages follows]

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

Grantor:

Signed, sealed and delivered
in the presence of:

Hillsborough County, a political subdivision
of the State of Florida

By: Its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: CINDY STUART
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Grantee:

Southwest Florida Water Management
District

By: _____
Name: Ed Armstrong
Title: Chairman

COPY

EXHIBIT "A"

Well Site Easement Area and Access Easement Area

LEGAL DESCRIPTION: PARCEL NO. 11-020-043 (PROPOSED WELL SITE AREA)

A PORTION OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, LYING NORTH OF THE RIGH-OF- WAY OF CAMDEN FIELD ROAD, PER OFFICIAL RECORDS BOOK 10753, PAGE 915, ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA THENCE RUN ALONG AND COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 36, NORTH 89°39'56" WEST, AS SHOWN ON THE BOUNDARY SURVEY BY WILSON MILLER, FOR THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, PROJECT NUMBER 04388-001-00, DATED JANUARY 6TH 2004, BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION, A DISTANCE OF 1382.53 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF FALKENBURG ROAD AS SHOWN ON SAID BOUNDARY SURVEY; THENCE LEAVING SAID SOUTH LINE, NORTH 00°09'46" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET; THENCE NORTH 89°39'56" WEST ALONG A LINE BEING 45.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID PARALLEL LINE, SAME ALSO BEING THE SOUTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 NORTH 89°39'56" WEST, A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915; THENCE NORTH 00°09'46" EAST, ALONG THE WEST LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 141.69 FEET; THENCE CONTINUE NORTH 00°09'46" EAST ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE LEAVING SAID WEST LINE, ALONG A LINE 130.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, NORTH 89°39'56" EAST, A DISTANCE OF 25.84 FEET; THENCE NORTH 00°09'46" EAST, ALONG A LINE 25.84 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 73.22 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'46" EAST ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°39'56" EAST, ALONG A LINE 36.78 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°09'46" WEST, ALONG A LINE 105.84 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID CERTAIN PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 6347, PAGE 915, A DISTANCE OF 20.00; THENCE NORTH 89°39'56" WEST, ALONG A LINE 56.78 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINING 1,600 SQUARE FEET OR 0.04 ACRES MORE OR LESS

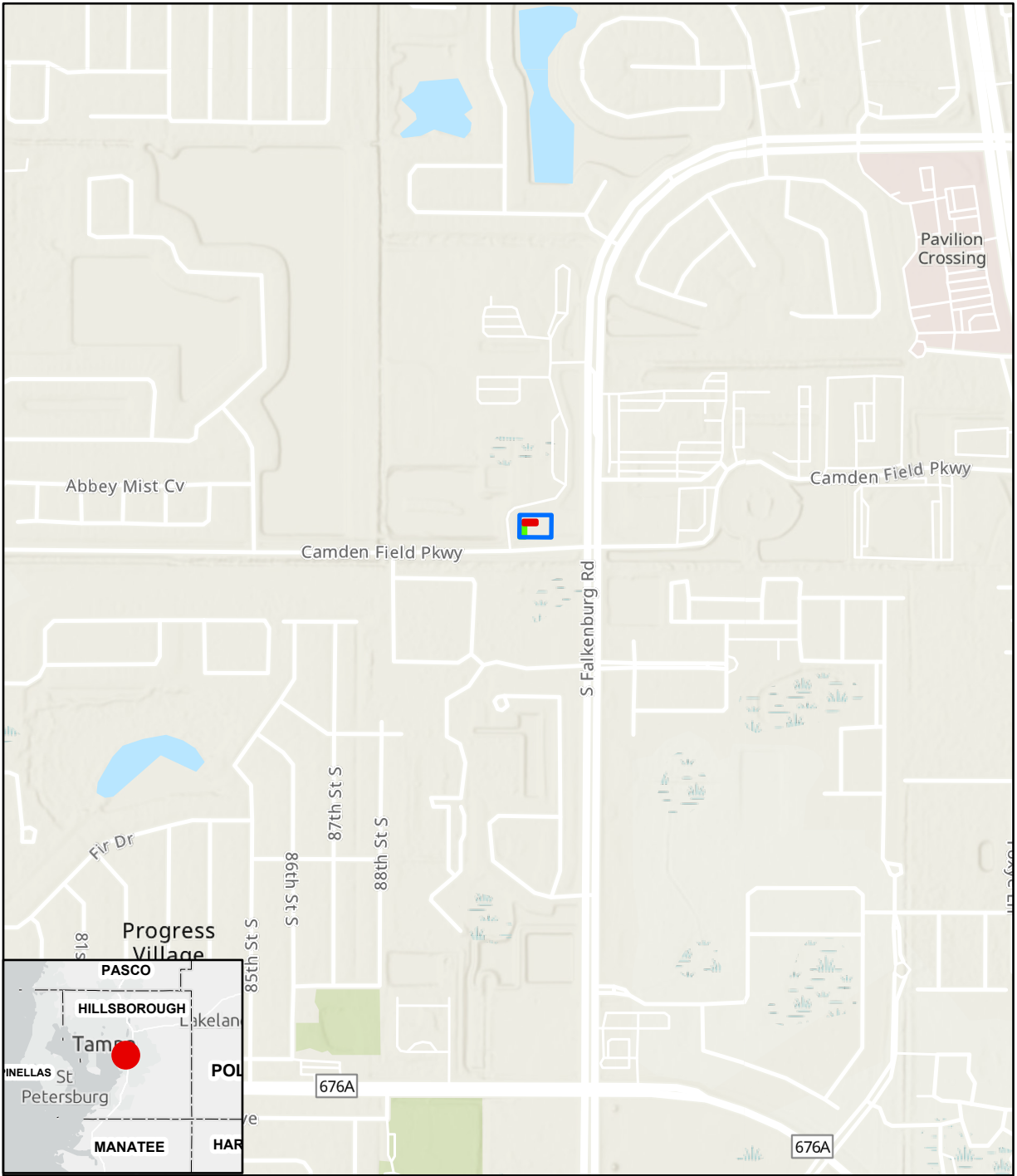
LEGAL DESCRIPTION: PARCEL NO. 11-020-043 (PROPOSED ACCESS AREA)

A PORTION OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, LYING NORTH OF THE RIGHT-OF- WAY OF CAMDEN FIELD ROAD, PER OFFICIAL RECORDS BOOK 10753, PAGE 915, ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE RUN ALONG AND COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 36, NORTH 89°39'56" WEST, AS SHOWN ON THE BOUNDARY SURVEY BY WILSON MILLER, FOR THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, PROJECT NUMBER 04388-001-00, DATED JANUARY 6TH 2004, BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION, A DISTANCE OF 1382.53 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF FALKENBURG ROAD AS SHOWN ON SAID BOUNDARY SURVEY; THENCE LEAVING SAID SOUTH LINE, NORTH 00°09'46" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET; THENCE NORTH 89°39'56" WEST ALONG A LINE BEING 45.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID PARALLEL LINE, SAME ALSO BEING THE SOUTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915 , NORTH 89°39'56" WEST, A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL OF LAND; THENCE NORTH 00°09'46" EAST, ALONG THE WEST LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 141.69 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'46" EAST, ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°39'56" EAST, ALONG A LINE 130.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 25.84 FEET; THENCE NORTH 00°09'46" EAST, ALONG A LINE 25.84 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 73.22 FEET; THENCE SOUTH 89°39'56" EAST, ALONG A LINE 56.78 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°09'46" WEST, ALONG A LINE 35.84 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 83.22 FEET; THENCE NORTH 89°39'56" WEST, ALONG A LINE 140.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6374, PAGE 915, A DISTANCE OF 35.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 0.02 ACRES MORE OR LESS

**Exhibit 2
Camden Field Well Site ROMP TR 10-3 - SWF #11-020-043
Location Map**



Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, University of South Florida, City of Tampa, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, University of South Florida, City of Tampa, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS

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

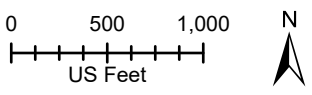
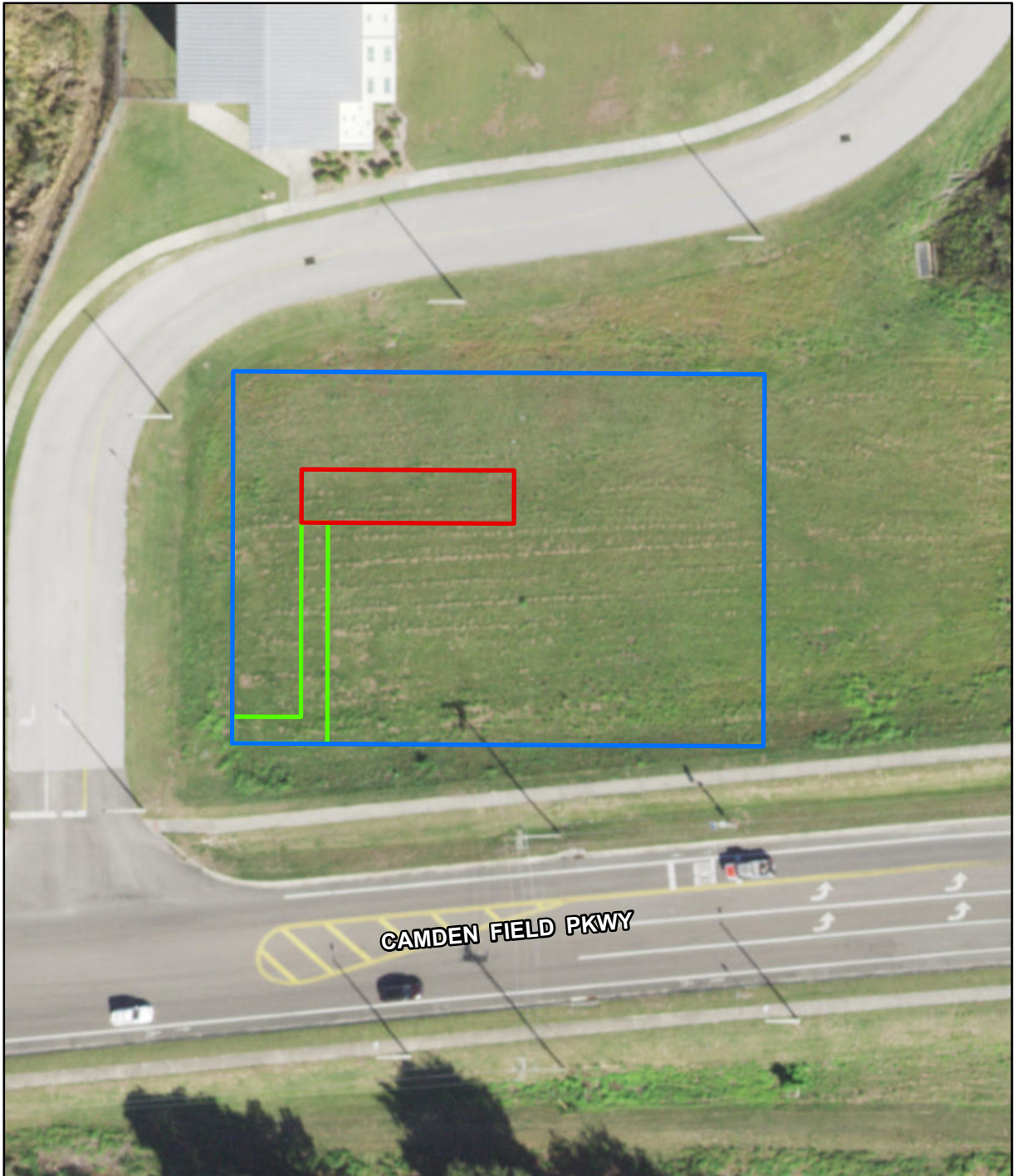



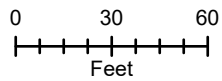


Exhibit 3
Camden Field Well Site ROMP TR 10-3 - SWF #11-020-043
Site Map



State of Florida, Maxar, Microsoft

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



Southwest Florida
Water Management District

CONSENT AGENDA

June 27, 2023

Operations, Lands and Resource Monitoring Committee: Amendment to Land Lease Agreement - Cell Phone Tower, SWF Parcel No. 20-503-256X

Purpose

The purpose of this item is to recommend the Governing Board approve the Amendment to Land Lease Agreement (Amendment) with Cellco Partnership d/b/a Verizon Wireless (Verizon) for access to and lease of District land for the operation and maintenance of a cell phone tower and other related equipment located thereon. The Amendment is included as Exhibit 1 and a general location and site map are included as Exhibits 2 and 3, respectively.

Background/History

The District acquired this property from J. A. and Shirley Kent (the Kents) in October 2006. At the time of the District's acquisition, the property was subject to a Land Lease Agreement (Original Agreement) between the Kents and Verizon Wireless Personal Communications LP, a predecessor company to Verizon, for the lease of 3,600 square feet of the property (Premises) to be used for the purpose of installing, removing, replacing, maintaining, and operating a communications facility on the Premises, as well as an easement granting access to the Premises. The Original Agreement was assigned to the District through an Assignment of Lease as part of the closing process.

The Original Agreement, which is dated March 8, 2002, has a term of five (5) years, with the automatic extension of four (4) consecutive periods of five (5) years each. The final term ends in March 2027. Verizon expressed their desire to amend the Original Agreement prior to expiration in March 2027. The term of the Amendment will be for four (4) additional terms of five (5) years each and will be automatically extended, unless terminated pursuant to the terms of the Amendment.

The approval of this item will allow the District to amend the Original Agreement with Verizon which will continue to provide a revenue generating opportunity for the District. The Amendment will continue to generate equal monthly installments of \$1,203.24 per month through July 31, 2023, then beginning August 1, 2023, the installments shall increase to \$39,000 annually, to be paid in equal monthly installments of \$3,250 per month. The rent shall increase by three percent (3%) at the commencement of each successive annual anniversary. A one-time \$10,000.00 sign on bonus will be paid to the District after the lease is fully executed.

Benefits/Costs

The approval of this Amendment will provide a revenue generating opportunity for the District. The District will incur no costs associated with this lease.

Staff Recommendation:

- Approve the Amendment to Land Lease Agreement with Cellco Partnership d/b/a Verizon Wireless, for the operation and maintenance of a cell phone tower on District lands, SWF Parcel No. 20-503-256X.
- Authorize the Executive Director to sign the Amendment to Land Lease Agreement, SWF Parcel No. 20-503-256X.

Presenter:

Ellen Morrison, Bureau Chief, Land Resources

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THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated March 8, 2002 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **ten thousand and No/100 Dollars (\$10,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before June 30, 2023; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 1, 2002 and, without giving effect to the terms of this Amendment but assuming exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on July 31, 2032. The Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**") beginning August 1, 2023.

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

Notwithstanding anything to the contrary contained in the Lease, the New Renewal Term shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty (60) day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer to the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **three thousand two hundred fifty and no/100 Dollars (\$3,250.00)** per month (the "**Rent**"). Commencing on August 1, 2023 and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Southwest Florida Water Management District**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited

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VZW Site No: 130536
Site Name: STATE ROAD 540

strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 13 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third-Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third-Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of

ATC Site No: 412175

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Site Name: STATE ROAD 540

this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** The Parties acknowledge and agree that Section 20 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 2379 Broad Street, Brooksville, FL 34604; To Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgage**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the

event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

12. **Taxes.** During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
13. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

LANDLORD:

**Southwest Florida Water Management District, a
public corporation created by Chapter 61-691,
Laws of Florida, as amended,**

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

COPY

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

COPY

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below:

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A tract of land located in the West 1/2 of Section 31, Township 28 South, Range 25 East, Polk County, Florida and being more fully described as follows: Beginning at a point on the West line of said Section 31, 42.71 feet north of the Southwest corner of said Section 31 and also on the Northerly right-of-way of State Road No. 540; thence N.00°08'04"E. along the West line of said Section 31, as distance of 1293.68 feet; thence N.01°33'55"E., 541.09 feet; thence N.15°03'20"E., 90.93 feet; thence N.68°40'59"E., 233.96 feet; thence N.34°49'23"E., 106.33 feet; thence N.00°44'29"W., 161.55 feet; thence N.10°05'35"E., 254.39 feet; thence N.04°00'47"W., 334.34 feet; thence N.21°44'43"E., 187.55 feet; thence N.60°08'43"E., 182.43 feet; thence N.28°55'13"E., 173.65 feet; thence N.02°39'43"E., 736.10 feet; thence N.45°39'47"W., 877.55 feet; thence N.05°00'32"W., 520.89 feet to the West line of said Section 31, thence N.00°08'04"E., along the West line of said Section 31, a distance of 174.85 feet to the Northwest corner of said Section 31; thence S.88°57'30"E., along the North line of said Section 31, a distance of 2886.45 feet to the Northeast corner of the West 1/2 of said Section 31, thence S.00°05'23"E., along the East line of the West 1/2 of said Section 31, a distance of 2858.85 feet to the Northerly right-of-way of State Road No. 540; thence S.40°47'19"W., along said right-of-way 2183.73 feet to a point of curvature; thence continue with said right-of-way on a curve to the right, having a radius of 2247.06 feet and a central angle of 38°18'36", for an arc distance of 1502.46 feet to the Point of Beginning.

LESS

That part of the property comprising the right-of-way for the State Road 570, Polk County Parkway as described in Official Records Book 3544, page 1475, Polk County, Florida.

AND

A tract of land lying within Section 31, Township 28 South, Range 25 East, Polk County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 31; thence run North 00°08'04" East along the West line of said Section 31, 42.71 feet to the North right-of-way line of State Road 540; thence continue North 00°08'04" East along said West line of said Section 31, 1293.68 feet to the POINT OF BEGINNING; thence North 01°33'55" East, 541.09 feet; thence North 15°03'20" East, 90.93 feet; thence North 68°40'59" East, 233.96 feet; thence North 34°49'23" East, 106.33 feet; thence North 00°44'29" West, 161.55 feet; thence North 10°05'35" East, 254.39 feet; thence North 04°00'47" West, 334.34 feet; thence North 21°44'43" East, 187.55 feet; thence North 60°08'43" East, 182.43 feet; thence North 28°55'13" East, 173.65 feet; thence North 02°39'43" East, 736.10 feet; thence North 45°39'47" West, 877.55 feet; thence North 05°00'32" West, 520.89 feet to the West line of said Section 31; thence South 00°08'04" West, 3831.11 feet to the POINT OF BEGINNING, LESS the right-of-way for State Road 570 as described in Official Records Book 3544, Page 1475, public records of Polk County, Florida.

Being situated in the County of Polk, State of Florida, and being known as
Polk County APN: 25-28-31-000000-031010.

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**A parcel of land lying within Section 31, Township 28 South, Range 25 East, Polk County, Florida, being more particularly described as follows:
For a Point of Reference commence at the Northwest corner of said Section 31; thence S.00°09'36"W., along the West line of said Section 31, a distance of 1,535.26 feet; thence S.89°50'24"E., a distance of 600.47 feet for a POINT OF BEGINNING; thence continue S.89°50'24"E., a distance of 60.00 feet; thence S.00°09'36"W., a distance of 60.00 feet; thence N.89°50'24"W., a distance of 60.00 feet; thence N.00°09'36"E., a distance of 60.00 feet to the POINT OF BEGINNING.
Containing 0.083 acres more or less.**

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

**A strip of land 20.00' in width lying within Section 31, Township 28 South, Range 25 East, Polk County, Florida, said strip of land lying 10.00' on either side of the following described centerline:
For a Point of Reference commence at the Southwest corner of said Section 31; thence N.00°09'36"E., along the West line of said Section 31, a distance of 42.71 feet to a non-tangent point of curvature and the northerly right-of-way of State Road No. 540; thence easterly 38.77 feet along said right-of-way and the arc of a curve to the left, said curve having a radius of 2,247.06 feet, a central angle of 00°59'19", and a chord bearing and distance of N.78°37'46"E., 38.77 feet for a POINT OF BEGINNING; thence N.11°17'46"W., a distance of 42.18 feet; thence N.00°14'49"E., a distance of 1,744.11 feet to a point of curvature; thence northeasterly 171.46 feet along the arc of a curve to the right, said curve having a radius of 150.00 feet, a central angle of 65°29'39", and a chord bearing and distance of N.32°59'39"E., 162.28 feet; thence N.65°44'28"E., a distance of 139.51 feet to a point of curvature; thence northeasterly 175.72 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet, a central angle of 67°07'06", and a chord bearing and distance of N.32°10'55"E., 165.84 feet; thence N.01°22'38"W., a distance of 124.66 feet; thence N.08°12'09"E., a distance of 197.73 feet; thence N.05°05'32"E., a distance of 123.45 feet to a point of curvature; thence northerly 140.46 feet along the arc of a curve to the left, said curve having a radius of 700.00 feet, a central angle of 11°29'48", and a chord bearing and distance of N.00°39'22"W., 140.22 feet; thence N.03°47'12"W., a distance of 75.39 feet; thence N.01°52'14"E., a distance of 118.97 feet to a point of curvature; thence northeasterly 164.41 feet along the arc of a curve to the right, said curve having a radius of 150.00 feet, a central angle of 82°47'59", and a chord bearing and distance of N.33°16'14"E., 156.30 feet; thence N.64°40'14"E., a distance of 90.42 feet to a point of curvature; thence northeasterly 58.36 feet along the arc of a curve to the left, said curve having a radius of 90.00 feet, a central angle of 37°09'20", and a chord bearing and distance of N.46°05'34"E., 57.35 feet; thence N.27°30'54"E., a distance of 152.43 feet to a point of curvature; thence northerly 36.25 feet along the arc of a curve to the left, said curve having a radius of 90.00 feet, a central angle of 23°04'49", and a chord bearing and distance of N.15°58'30"E., 36.01 feet; thence N.04°26'06"E., a distance of 208.21 feet; thence N.06°35'09"E., a distance of 153.40 feet to a point of curvature; thence northerly 21.66 feet along the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of 10°26'12", and a chord bearing and distance of N.01°22'03"E., 21.63 feet; thence N.03°51'04"W., a distance of 86.01 feet; thence N.89°50'24"W., a distance of 21.23 feet to the POINT OF TERMINATION**

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

COPY

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Andrew Sherman, Esq.
ATC Site No: 412175
ATC Site Name: STATE ROAD 540
Assessor's Parcel No(s): 25-28-31-000000-031010

Prior Recorded Lease Reference:
No Prior recorded Lease

State of Florida
County of Polk

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between **Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended, ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated March 8, 2002 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

July 31, 2072. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 2379 Broad Street, Brooksville, FL 34604; To Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to; American Tower, Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

2 WITNESSES

Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended,

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

WITNESSES

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below:

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A tract of land located in the West 1/2 of Section 31, Township 28 South, Range 25 East, Polk County, Florida and being more fully described as follows: Beginning at a point on the West line of said Section 31, 42.71 feet north of the Southwest corner of said Section 31 and also on the Northerly right-of-way of State Road No. 540; thence N.00°08'04"E. along the West line of said Section 31, as distance of 1293.68 feet; thence N.01°33'55"E., 541.09 feet; thence N.15°03'20"E., 90.93 feet; thence N.68°40'59"E., 233.96 feet; thence N.34°49'23"E., 106.33 feet; thence N.00°44'29"W., 161.55 feet; thence N.10°05'35"E., 254.39 feet; thence N.04°00'47"W., 334.34 feet; thence N.21°44'43"E., 187.55 feet; thence N.60°08'43"E., 182.43 feet; thence N.28°55'13"E., 173.65 feet; thence N.02°39'43"E., 736.10 feet; thence N.45°39'47"W., 877.55 feet; thence N.05°00'32"W., 520.89 feet to the West line of said Section 31, thence N.00°08'04"E., along the West line of said Section 31, a distance of 174.85 feet to the Northwest corner of said Section 31; thence S.88°57'30"E., along the North line of said Section 31, a distance of 2686.45 feet to the Northeast corner of the West 1/2 of said Section 31, thence S.00°05'23"E., along the East line of the West 1/2 of said Section 31, a distance of 2858.85 feet to the Northerly right-of-way of State Road No. 540; thence S.40°47'19"W., along said right-of-way 2183.73 feet to a point of curvature; thence continue with said right-of-way on a curve to the right, having a radius of 2247.06 feet and a central angle of 38°18'36", for an arc distance of 1502.46 feet to the Point of Beginning.

LESS

That part of the property comprising the right-of-way for the State Road 570, Polk County Parkway as described in Official Records Book 3544, page 1475, Polk County, Florida.

AND

A tract of land lying within Section 31, Township 28 South, Range 25 East, Polk County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 31; thence run North 00°08'04" East along the West line of said Section 31, 42.71 feet to the North right-of-way line of State Road 540; thence continue North 00°08'04" East along said West line of said Section 31, 1293.68 feet to the POINT OF BEGINNING; thence North 01°33'55" East, 541.09 feet; thence North 15°03'20" East, 90.93 feet; thence North 68°40'59" East, 233.96 feet; thence North 34°49'23" East, 106.33 feet; thence North 00°44'29" West, 161.55 feet; thence North 10°05'35" East, 254.39 feet; thence North 04°00'47" West, 334.34 feet; thence North 21°44'43" East, 187.55 feet; thence North 60°08'43" East, 182.43 feet; thence North 28°55'13" East, 173.65 feet; thence North 02°39'43" East, 736.10 feet; thence North 45°39'47" West, 877.55 feet; thence North 05°00'32" West, 520.89 feet to the West line of said Section 31; thence South 00°08'04" West, 3831.11 feet to the POINT OF BEGINNING, LESS the right-of-way for State Road 570 as described in Official Records Book 3544, Page 1475, public records of Polk County, Florida.

Being situated in the County of Polk, State of Florida, and being known as
Polk County APN: 25-28-31-000000-031010.

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**A parcel of land lying within Section 31, Township 28 South, Range 25 East, Polk County, Florida, being more particularly described as follows:
For a Point of Reference commence at the Northwest corner of said Section 31; thence S.00°09'36"W., along the West line of said Section 31, a distance of 1,535.26 feet; thence S.89°50'24"E., a distance of 600.47 feet for a POINT OF BEGINNING; thence continue S.89°50'24"E., a distance of 60.00 feet; thence S.00°09'36"W., a distance of 60.00 feet; thence N.89°50'24"W., a distance of 60.00 feet; thence N.00°09'36"E., a distance of 60.00 feet to the POINT OF BEGINNING.
Containing 0.083 acres more or less.**

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

**A strip of land 20.00' in width lying within Section 31, Township 28 South, Range 25 East, Polk County, Florida, said strip of land lying 10.00' on either side of the following described centerline:
For a Point of Reference commence at the Southwest corner of said Section 31; thence N.00°09'36"E., along the West line of said Section 31, a distance of 42.71 feet to a non-tangent point of curvature and the northerly right-of-way of State Road No. 540; thence easterly 38.77 feet along said right-of-way and the arc of a curve to the left, said curve having a radius of 2,247.06 feet, a central angle of 00°59'19", and a chord bearing and distance of N.78°37'46"E., 38.77 feet for a POINT OF BEGINNING; thence N.11°17'46"W., a distance of 42.18 feet; thence N.00°14'49"E., a distance of 1,744.11 feet to a point of curvature; thence northeasterly 171.46 feet along the arc of a curve to the right, said curve having a radius of 150.00 feet, a central angle of 65°29'39", and a chord bearing and distance of N.32°59'39"E., 162.28 feet; thence N.65°44'28"E., a distance of 139.51 feet to a point of curvature; thence northeasterly 175.72 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet, a central angle of 67°07'06", and a chord bearing and distance of N.32°10'55"E., 165.84 feet; thence N.01°22'38"W., a distance of 124.66 feet; thence N.08°12'09"E., a distance of 197.73 feet; thence N.05°05'32"E., a distance of 123.45 feet to a point of curvature; thence northerly 140.46 feet along the arc of a curve to the left, said curve having a radius of 700.00 feet, a central angle of 11°29'48", and a chord bearing and distance of N.00°39'22"W., 140.22 feet; thence N.03°47'12"W., a distance of 75.39 feet; thence N.01°52'14"E., a distance of 118.97 feet to a point of curvature; thence northeasterly 164.41 feet along the arc of a curve to the right, said curve having a radius of 150.00 feet, a central angle of 82°47'59", and a chord bearing and distance of N.33°16'14"E., 156.30 feet; thence N.64°40'14"E., a distance of 90.42 feet to a point of curvature; thence northeasterly 58.36 feet along the arc of a curve to the left, said curve having a radius of 90.00 feet, a central angle of 37°09'20", and a chord bearing and distance of N.46°05'34"E., 57.35 feet; thence N.27°30'54"E., a distance of 152.43 feet to a point of curvature; thence northerly 36.25 feet along the arc of a curve to the left, said curve having a radius of 90.00 feet, a central angle of 23°04'49", and a chord bearing and distance of N.15°58'30"E., 36.01 feet; thence N.04°26'06"E., a distance of 208.21 feet; thence N.06°35'09"E., a distance of 153.40 feet to a point of curvature; thence northerly 21.66 feet along the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of 10°26'12", and a chord bearing and distance of N.01°22'03"E., 21.63 feet; thence N.03°51'04"W., a distance of 86.01 feet; thence N.89°50'24"W., a distance of 21.23 feet to the POINT OF TERMINATION**

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

COPY

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Andrew Sherman, Esq.
ATC Site No: 412175
ATC Site Name: STATE ROAD 540
Assessor's Parcel No(s): 25-28-31-000000-031010

RESOLUTION AND CONSENT AFFIDAVIT

Southwest Florida Water Management District, a public corporation created by Chapter 61-691, Laws of Florida, as amended,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Land Lease Agreement originally dated March 8, 2002 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member,

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.
6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
(Address) _____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

ATC Site No: 412175
VZW Site No: 130536
Site Name: STATE ROAD 540

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

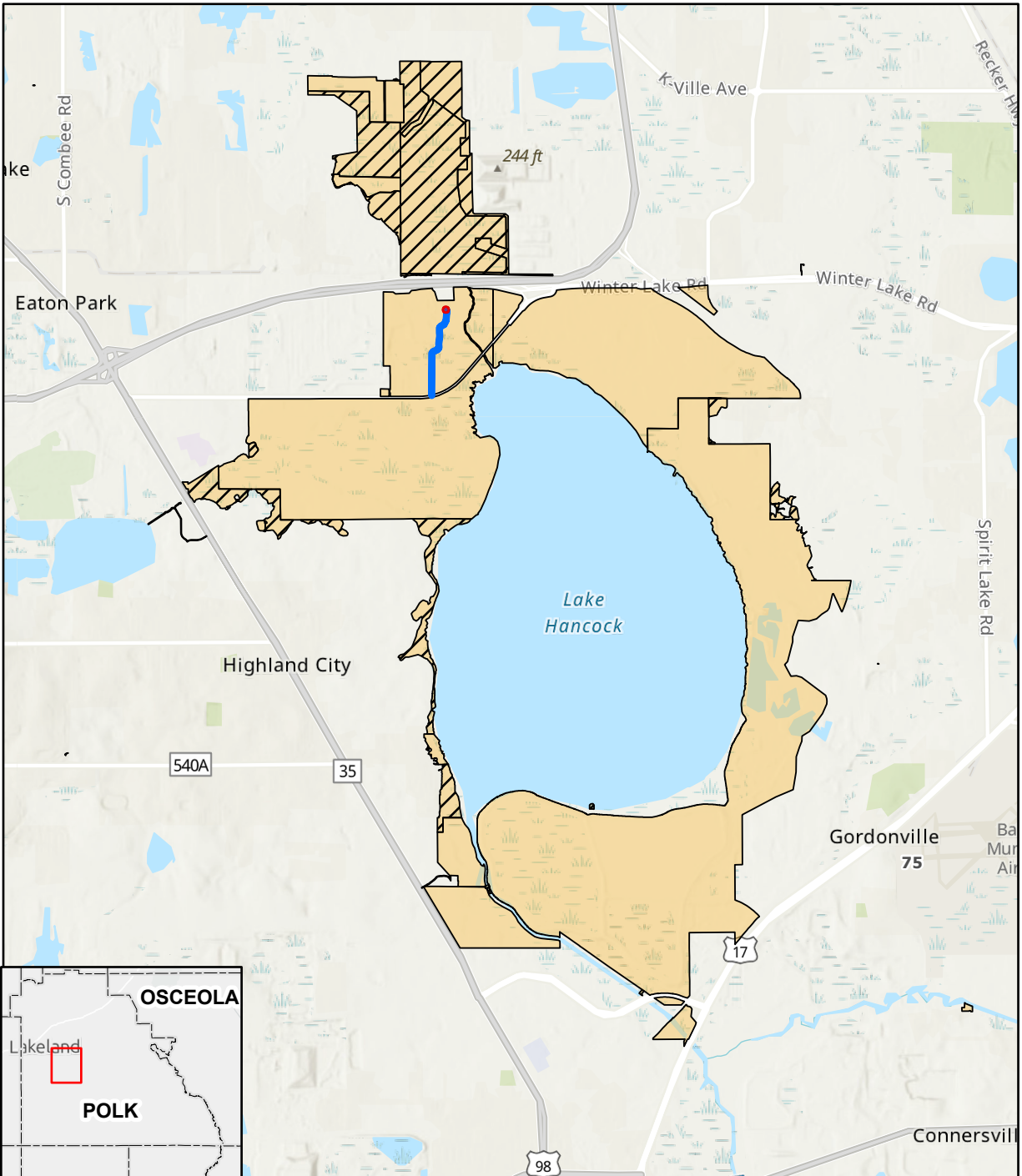
On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.





Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

**Exhibit 2
Amended Site Agreement for Land - Cell Phone Tower, SWF Parcel No. 20-503-256X
Location Map**



University of South Florida, COL, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, Esri, NASA, NGA, USGS, FEMA, University of South Florida, FDEP, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS

-  Cell Tower Site
-  Cell Tower Access
-  District Owned Lands Fee Simple
-  District Owned Lands Less-than-fee

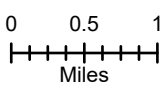
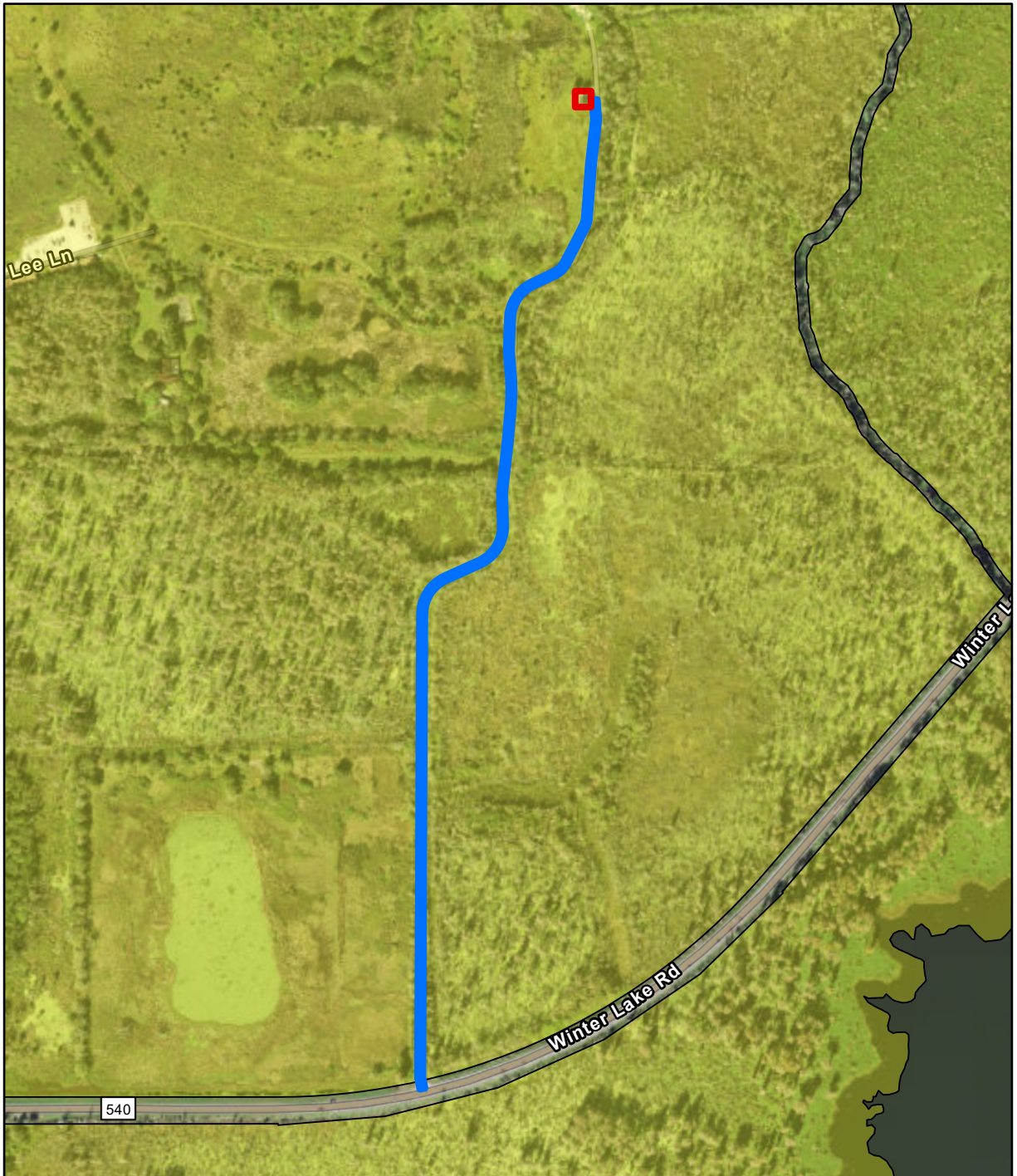



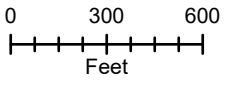


Exhibit 3
Amended Site Agreement for Land - Cell Phone Tower, SWF Parcel No. 20-503-256X
Site Map



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

-  Cell Tower Site
-  Cell Tower Access
-  District Owned Lands Fee Simple



CONSENT AGENDA

June 27, 2023

Regulation Committee: Water Use Permit No. 20001845.005 – Midway Farms, LLC / Fort Meade Expansion South (Polk County)

This is a modification of an existing permit for agricultural use. The authorized quantities have changed from those previously permitted. The permit authorizes an increase in the annual average quantity from 324,100 gallons per day (gpd) to 1,373,000 gpd, an increase in the peak month quantity from 2,088,600 gpd to 5,947,500 gpd, and an increase in the crop protection quantity from 5,976,000 gpd to 36,137,200 gpd. The Permittee will utilize two surface water ponds to provide an annual average quantity of 135,600 gpd, a peak month quantity of 766,600 gpd and a crop protection quantity of 9,449,600 gpd to meet the irrigation demand. The increase in quantities is due to a change from watering 250 head of cattle and irrigating 92 acres of hay and 248 acres of citrus to irrigating 450 acres of strawberries and 225 acres of melons. Quantities are based on the District's irrigation allotment calculation program, AGMOD. This modification includes the construction of four Upper Floridan aquifer wells in addition to two new surface water ponds and two surface water withdrawal points. This permit is located in the Central Florida Water Initiative (CWF1) and the Southern Water Use Caution Area (SWUCA). The Permittee will maximize the use of alternative water sources by constructing and utilizing two surface water ponds.

The permit application meets all Rule 40D-2 Conditions for Issuance.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

Darrin Herbst, P.G., Bureau Chief, Water Use Permit

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 WATER USE PERMIT
 Individual
 PERMIT NO. 20 001845.005**

PERMIT ISSUE DATE: June 27, 2023

EXPIRATION DATE: January 02, 2035

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

TYPE OF APPLICATION: Modification

GRANTED TO: Midway Farms, LLC / Attn: Joel Connell
 Post Office Box 2367
 Plant City, FL 33564

PROJECT NAME: Fort Meade Expansion South

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

COUNTY: Polk

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	1,373,000 gpd
PEAK MONTH ¹	5,947,500 gpd
DROUGHT ANNUAL AVERAGE ²	1,373,000 gpd
CROP PROTECTION/MAXIMUM ³	36,167,200 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.
3. Crop Protection/Maximum: Maximum use allowed any 24-hour period/Frost and Freeze protection of crops.

ABSTRACT:

This is a modification of an existing permit for agricultural use. The authorized quantities have changed from those previously permitted. The permit authorizes an increase in the annual average quantity from 324,100 gallons per day (gpd) to 1,373,000 gpd, an increase in the peak month quantity from 2,088,600 gpd to 5,947,500 gpd, and an increase in the crop protection quantity from 5,976,000 gpd to 36,137,200 gpd. The Permittee will utilize two surface water ponds to provide an annual average quantity of 135,600 gpd, a peak month quantity of 766,600 gpd and a crop protection quantity of 9,449,600 gpd to meet the irrigation demand. The increase in quantities is due to a change from watering 250 head of cattle and irrigating 92 acres of hay and 248 acres of citrus to irrigating 450 acres of strawberries and 225 acres of melons. Quantities are based on the District's irrigation allotment calculation program, AGMOD. This modification includes the construction of four Upper Floridan aquifer wells in addition to two new surface water ponds and two surface water withdrawal points. This permit is located in the Central Florida Water Initiative (CWFI) and the Southern Water Use Caution Area (SWUCA). The Permittee will maximize the use of alternative water sources by constructing and utilizing two surface water ponds.

Special Conditions include those that require the Permittee to record and report monthly meter readings from all withdrawal points, record and report water used for frost/freeze protection events, submit seasonal crop reports, modify the permit to reflect incorporation of any new alternative sources of water, adhere to well construction stipulations, and implement water conservation and best management practices.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>DROUGHT ANNUAL AVERAGE</u>	<u>CROP PROTECTION /MAXIMUM</u>
Agricultural	1,373,000	5,947,500	1,373,000	36,167,200

USES AND IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>	<u>DROUGHT IRRIGATION RATE</u>
Melons	225.00	Drip With Plastic	19.20"/yr.	19.18"/yr.
Strawberries	450.00	Drip With Plastic	31.40"/yr.	31.42"/yr.
Personal Sanitary Use				

WITHDRAWAL POINT QUANTITY TABLE

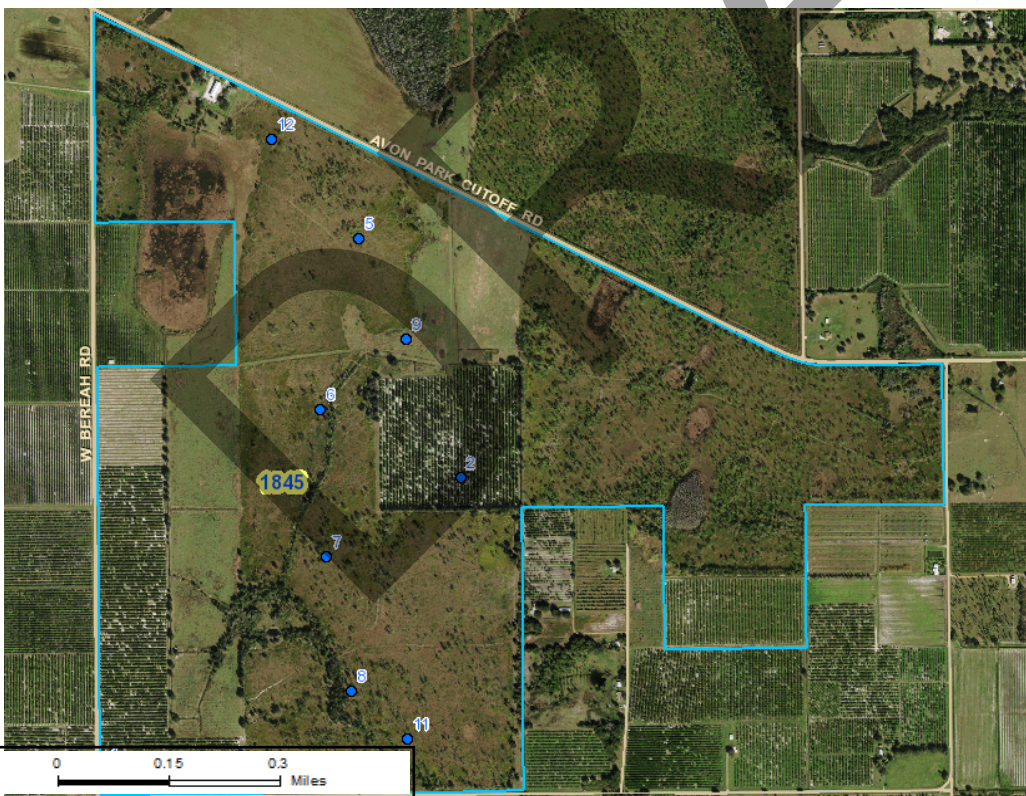
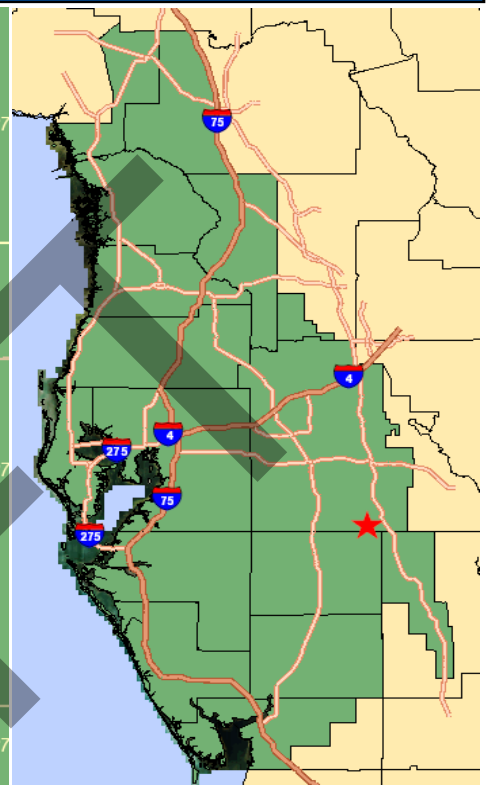
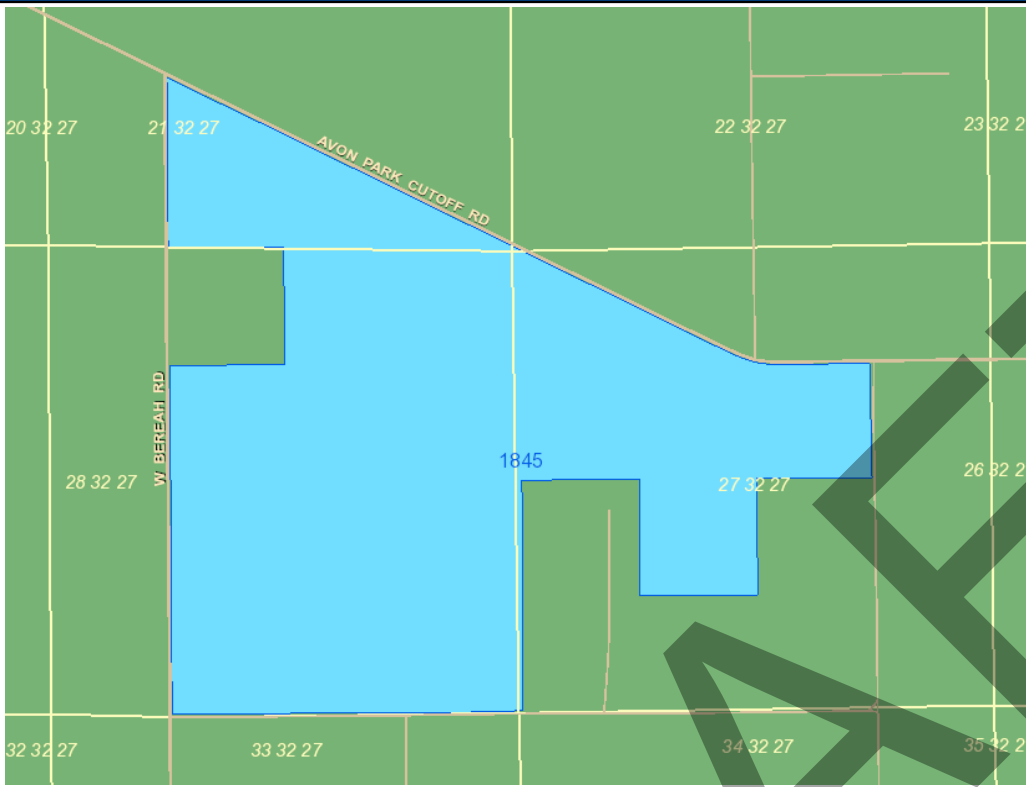
Water use from these withdrawal points are restricted to the quantities given below :

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>	<u>CROP PROTECTION (gpd)</u>
G-1 / 1	12	1,400 / 200	Irrigation	229,500	991,200	2,818,100
G-2 / 2	10	1,003 / 176	Irrigation	229,500	991,200	1,804,300
5 / 5	16	UNK/ 300	Irrigation	229,500	991,200	5,523,800
6 / 6	16	UNK/ 300	Irrigation	160,300	607,900	5,523,800
7 / 7	16	UNK/ 300	Irrigation	228,100	991,200	5,523,800
8 / 8	16	UNK/ 300	Irrigation	160,300	607,900	5,523,800
9 / 9	12	N/A/ N/A	Irrigation	67,800	383,300	4,724,800
11 / 11	12	N/A/ N/A	Irrigation	67,800	383,300	4,724,800
12 / 12	4	UNK/ 300	Personal Sanitary	200	300	N/A



WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
1	27° 39' 42.02"/81° 37' 30.39"
2	27° 40' 08.54"/81° 36' 53.46"
5	27° 40' 30.44"/81° 37' 03.94"
6	27° 40' 14.84"/81° 37' 07.95"
7	27° 40' 01.35"/81° 37' 07.42"
8	27° 39' 49.10"/81° 37' 04.85"
9	27° 40' 21.18"/81° 36' 59.09"
11	27° 39' 44.70"/81° 36' 59.08"
12	27° 40' 39.54"/81° 37' 12.91"


Location Map
Midway Farms, LLC / Attn: Joel Connell
WUP No. 20 001845.005



Legend

-  DIDs
-  WUP Boundary
- Natural Color Imagery

POLK COUNTY



*Southwest Florida
Water Management District*

STANDARD CONDITIONS:

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

SPECIAL CONDITIONS:

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

All mailed reports and data are to be sent to:

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

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

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

(499)

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

(1)

3. The permittee shall develop and maintain an Annual Conservation Goal Implementation Plan (ACGIP) pursuant to section 2.7 of the CFWI Supplemental Applicant's Handbook for Consumptive Use Permitting. The ACGIP shall outline conservation goals for no less than 5 years. Agricultural permittees implementing BMPs in lieu of an ACGIP must maintain documentation supporting the enrollment and implementation of selected BMPs. The permittee shall submit the ACGIP upon request by the District, during a 10-year compliance report, and with an application for permit renewal or modification except for a public water supply permittee with an annual average daily quantity of 100,000 gpd or greater and whose commercial use equals or exceeds 30 percent of its total water use, shall report its progress toward achieving the conservation goals within the ACGIP annually.

(92)

4. The Permittee shall construct the proposed wells according to the surface diameter and casing depth specifications below. The casing shall be continuous from land surface to the minimum depth stated and is specified to prevent the unauthorized interchange of water between different water bearing zones. If a total depth is listed below, this is an estimate, based on best available information, of the depth at which high producing zones are encountered. However, it is the Permittee's responsibility to have the water in the well sampled during well construction, before reaching the estimated total depth. Such sampling is necessary to ensure that the well does not encounter water quality that cannot be

utilized by the Permittee, and to ensure that withdrawals from the well will not cause salt-water intrusion. All depths given are in feet below land surface. For Well Construction requirements see Exhibit B, Well Construction Instructions, attached to and made part to this permit.

District ID No. 5, 6, 7, and 8, Permittee ID No. 5, 6, 7, and 8, having a surface diameter of 16 inches, with a minimum casing depth of 300 feet.

District ID No. 12, Permittee ID No. 12, having a surface diameter of 4 inches, with a minimum casing depth of 300 feet.

(240)

5. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
6. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
7. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)
8. The Permittee shall investigate complaints related to discharge of water or seepage of water from their property as a result of water use permitted by the District from property owners located within 100 feet of their property boundary. This investigation shall be an ongoing effort for the life of the permit. Instructions for the complaint handling and possible mitigation procedure are given in Exhibit B, Well Complaint Instructions, attached to and made part of this permit. (325)
9. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices. (331)
10. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)
11. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.
(427)
12. The Permittee shall immediately implement the District-approved water conservation plan dated March 3, 2023 that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. (449)
13. The Permittee shall investigate the feasibility of increasing the use of or using reclaimed water for irrigation when

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

14. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for seasonal crops for each permitted irrigation withdrawal point, District ID. Nos. 1, 2, 5, 6, 7, 8, 9 and 11, Permittee ID Nos. 1, 2, 5, 6, 7, 8, 9 and 11:
 1. Crop type
 2. Irrigated acres per crop for the appropriate season,
 3. Dominant soil type or acres by dominant soil type,
 4. Irrigation method (NTBWUCA only),
 5. Use or non-use of plastic mulch,
 6. Planting dates, and
 7. Season length.This information shall be submitted by February 1 of each year documenting irrigation for the previous summer/fall seasonal crops, and by September 1 of each year documenting irrigation for the previous winter/spring crops. Strawberry irrigation information shall be submitted as a winter/spring crop.(476)
15. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
16. The Permittee shall submit a copy of the well completion reports to the District's Water Use Permit Bureau, within 30 days of each well completion.(583)
17. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
18. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
19. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID Nos. 5, 6, 7, 8, 9, and 11, Permittee ID Nos. 5, 6, 7, 8, 9 and 11. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(718)
20. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID Nos. 1 and 2, Permittee ID Nos. 1 and 2. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

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

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

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

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

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

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

FLOW METER ACCURACY TEST INSTRUCTIONS

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

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

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

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
 - A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

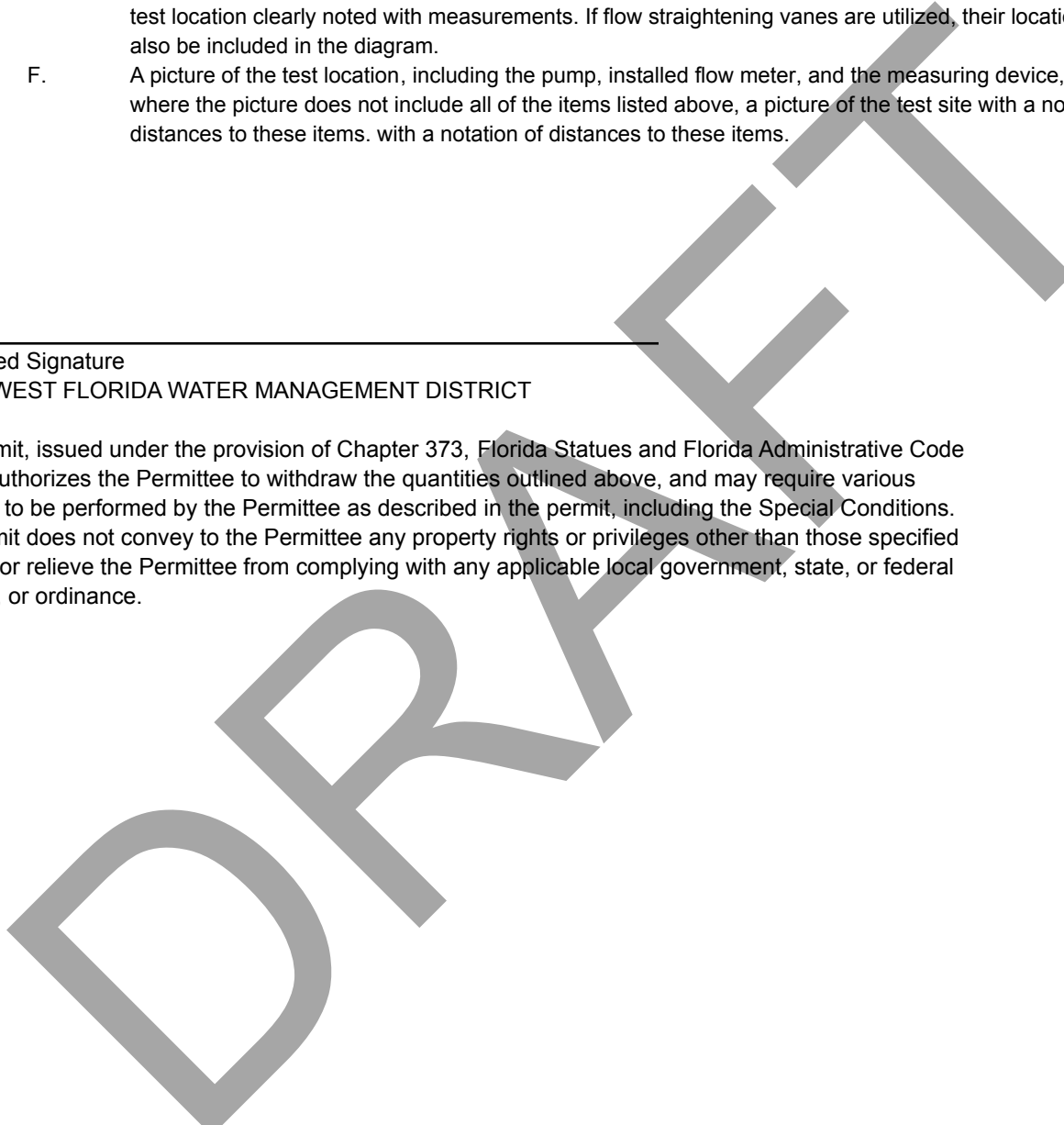
3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
 - A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.014.00 (07/08) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.
 - B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a

- printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
 - D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
 - E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
 - F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items. with a notation of distances to these items.

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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



CONSENT AGENDA

June 27, 2023

Regulation Committee: Water Use Permit No. 20021048.000 – Polk Regional Water Cooperative / West Polk LFA Well Field (Polk County)

This is a new water use permit for public supply use. The authorized annual average quantity is 13,300,000 gallons per day (gpd). The authorized quantities are necessary to provide an alternative water supply from the Lower Floridan aquifer to partially meet the long term demand for the Polk Regional Water Cooperative. This permit assists in the development of alternative water supplies to meet the directive of the Central Florida Water Initiative to provide non Upper Floridan aquifer sources to meet regional demands past the year 2025. This project is co-funded by District Project Q308. This permit is located within the Southern Water Use Caution Area (SWUCA) and Central Florida Water Initiative (CFWI) in Polk County.

Special conditions include those that require the Permittee to record and report monthly meter readings from all withdrawal points, perform meter accuracy tests every five years and submit meter accuracy test reports, implement the submitted annual conservation goal implementation plan, construct proposed production and monitor wells according to the approved specifications, record and report water quality from all production and monitor wells, implement the wellfield management plan that was submitted with the application, submit the public supply annual report by April 1 of each year, submit an annual wellfield report and environmental monitoring plan report by January 1 of each year, cap any withdrawals not in use, and adhere to the SWUCA recovery strategy.

The permit application meets all Rule 40D- 2 Conditions for Issuance.

Staff Recommendation:

Approve the proposed permit attached as an exhibit.

Presenter:

Darrin Herbst, P.G., Bureau Chief, Water Use Permit

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 021048.000**

PERMIT ISSUE DATE: June 27, 2023

EXPIRATION DATE: June 27, 2023

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

TYPE OF APPLICATION: New

GRANTED TO: Polk Regional Water Cooperative/ Attn: Eric DeHaven
P.O. Box 90058
Bartow, FL 33831

PROJECT NAME: West Polk LFA WellField

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

COUNTY: Polk

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	13,300,000 gpd

ABSTRACT:

This is a new water use permit for public supply use. The authorized annual average quantity is 13,300,000 gallons per day (gpd). The authorized quantities are necessary to provide an alternative water supply from the Lower Floridan aquifer to partially meet the long term demand for the Polk Regional Water Cooperative. This permit assists in the development of alternative water supplies to meet the directive of the Central Florida Water Initiative to provide non Upper Floridan aquifer sources to meet regional demands past the year 2025. This project is co-funded by District Project Q308. This permit is located within the Southern Water Use Caution Area (SWUCA) and Central Florida Water Initiative (CFWI) in Polk County.

Special conditions include those that require the Permittee to record and report monthly meter readings from all withdrawal points, perform meter accuracy tests every five years and submit meter accuracy test reports, implement the submitted annual conservation goal implementation plan, construct proposed production and monitor wells according to the approved specifications, record and report water quality from all production and monitor wells, implement the wellfield management plan that was submitted with the application, submit the public supply annual report by April 1 of each year, submit an annual wellfield report and environmental monitoring plan report by January 1 of each year, cap any withdrawals not in use, and adhere to the SWUCA recovery strategy.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>
Public Supply	13,300,000

USE TYPE

Regional Public Supply System

PUBLIC SUPPLY:

Population Served:

Per Capita Rate:

WITHDRAWAL POINT QUANTITY TABLE

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

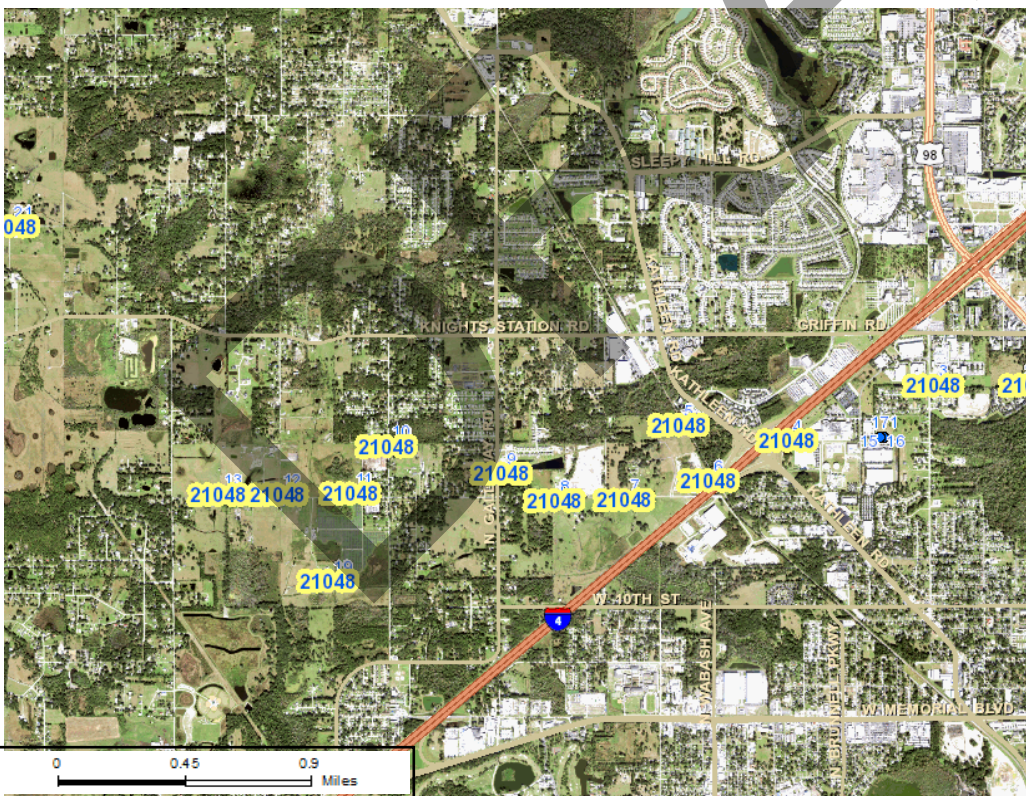
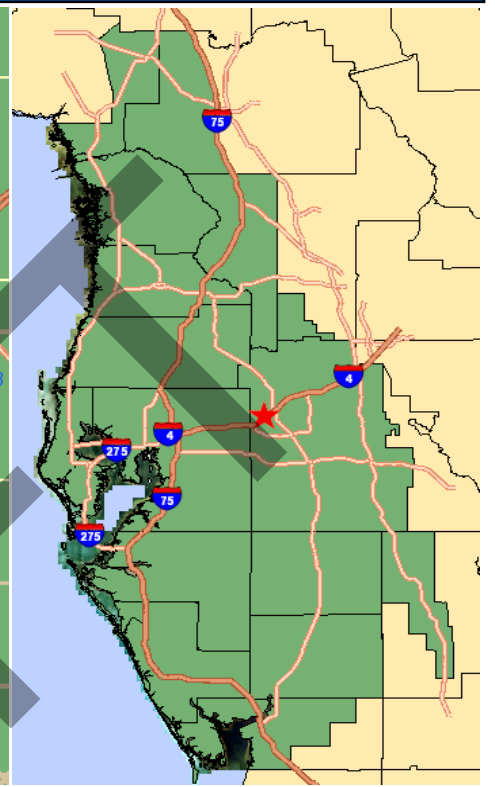
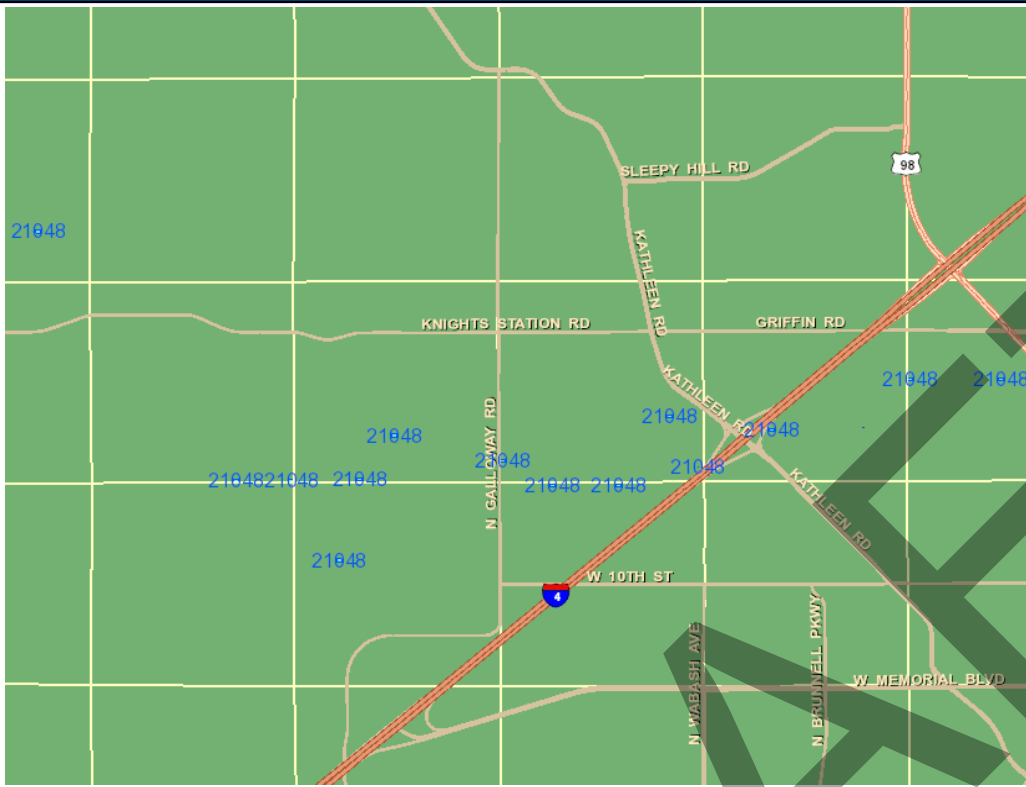
<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>
1 / 1	16	2,310 /1,892	Public Supply	1,023,100	N/A
2 / 2	16	2,650 /1,900	Public Supply	1,023,100	N/A
3 / 3	16	2,650 /1,900	Public Supply	1,023,100	N/A
4 / 4	16	2,650 /1,900	Public Supply	1,023,100	N/A
5 / 5	16	2,650 /1,900	Public Supply	1,023,100	N/A
6 / 6	16	2,650 /1,900	Public Supply	1,023,100	N/A
7 / 7	16	2,650 /1,900	Public Supply	1,023,100	N/A
8 / 8	16	2,650 /1,900	Public Supply	1,023,100	N/A
9 / 9	16	2,650 /1,900	Public Supply	1,023,100	N/A
10 / 10	16	2,650 /1,900	Public Supply	1,023,100	N/A
11 / 11	16	2,650 /1,900	Public Supply	1,023,000	N/A
12 / 12	16	2,650 /1,900	Public Supply	1,023,000	N/A
13 / 13	16	2,650 /1,900	Public Supply	1,023,000	N/A

WITHDRAWAL POINT LOCATION TABLE



<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
1	28° 04' 25.21"/81° 58' 38.38"
2	28° 04' 37.54"/81° 57' 58.30"
3	28° 04' 37.43"/81° 58' 24.65"
4	28° 04' 24.26"/81° 59' 04.77"
5	28° 04' 27.97"/81° 59' 34.40"
6	28° 04' 14.63"/81° 59' 26.29"
7	28° 04' 09.89"/81° 59' 49.33"
8	28° 04' 09.85"/82° 00' 08.46"
9	28° 04' 16.25"/82° 00' 22.92"
10	28° 04' 22.88"/82° 00' 54.44"
11	28° 04' 11.46"/82° 01' 04.41"
12	28° 04' 11.20"/82° 01' 24.24"
13	28° 04' 11.15"/82° 01' 40.44"

DRAFT


Location Map
Polk Regional Water Cooperative/ Attn: Eric DeHaven
WUP No. 20 021048.000



Legend

-  DIDs
-  WUP Boundary
- Natural Color Imagery

POLK COUNTY



*Southwest Florida
Water Management District*

STANDARD CONDITIONS:

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

SPECIAL CONDITIONS:

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

All mailed reports and data are to be sent to:

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

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

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

(499)

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

District ID Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, Permittee ID Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, having a surface diameter of 16 inches, with a minimum casing depth of 1900 feet, drilled to an estimated total depth of 2650 feet.

(240)

3. The District reserves the right to set chloride, sulfate or TDS concentration limits on any production well in the future, based on data collected and after a sufficient data base has been established to determine limits. These limits shall be required after discussions with the Permittee. At such time as the concentration in any water sample reaches or exceeds the designated concentration limits, the Permittee shall take appropriate action to reduce concentrations to below those set for the particular well. If the District determines that long-term upward trends or other significant water quality changes are occurring, the District may reconsider the quantities permitted.(276)
4. The Permittee shall construct the following proposed monitor wells at the locations specified and pursuant to the stipulations given below in accordance with Chapter 62-532, "Water Well Permitting and Construction Requirements". All depths given are relative to feet below land surface. Land surface shall be surveyed relative to North American Vertical Datum 1988 (NAVD 88), and a monitor

point elevation identified. A copy of the certified survey and well completion report shall be filed with the District within 30 days of well completion.

District ID No 18 /Permittee ID No. SASMW-2, with surface casing diameter of 4 inches, to be drilled to a casing depth of 25 feet and a total depth of 50 feet, to be located at Latitude 28° 03' 50.44" North and Longitude 82° 01' 10.44" West.

District ID No 19 /Permittee ID No. UFAMW-2, with surface casing diameter of 6 inches, to be drilled to a casing depth of 250 feet and a total depth of 400 feet, to be located at Latitude 28° 03' 50.44" North and Longitude 82° 01' 10.44" West.

District ID No 20 /Permittee ID No. SASMW-3, with surface casing diameter of 4 inches, to be drilled to a casing depth of 25 feet and a total depth of 50 feet, to be located at Latitude 28° 05' 15.85" North and Longitude 82° 02' 37.79" West.

District ID No 21 /Permittee ID No. UFAMW-3, with surface casing diameter of 6 inches, to be drilled to a casing depth of 250 feet and a total depth of 400 feet, to be located at Latitude 28° 05' 15.85" North and Longitude 82° 02' 37.79" West.

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

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

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

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

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

5. By August 1, 2027, the Permittee shall provide a document to the Water Use Permit Bureau that provides documentation or control of District ID Nos. 1-13. If the required documentation or a Permit Modification that addresses the well location ownership/control is not received at the District by the required date, this permit may be revoked.(506)
6. By June 1 of each year the Permittee shall provide an Annual Report for the preceding Water Year (i.e. October 1 through September 30) that is a comprehensive assessment of the water resources of the wellfield area, regional water supply conditions, interconnections, and demand management efforts of the Cooperative for its member governments, customers, and water supply partners with whom water is shared. The Annual Report shall include an update on the following items for the preceding Water Year:

Regional Demand Management

- An annual summary of the Cooperative's regional and individual member, customer, and partner water supply demands, the sources, and the quantities.
- Projected regional water demands for the next 20 years and anticipated new supply capacity/source development schedule to reliably meet those projected demands.
- Regional efforts to coordinate, collaborate, and implement resource management measures that support the SWFWMD's SWUCA Recovery Strategy and the Central Florida Water Initiative
- Status and update on resource management and Alternative Water Supply (AWS) development efforts in the region directly relating to beneficial reuse of reclaimed water, and other AWS sources.
- Status and update on water conservation and demand management efforts by Cooperative's members, customers and partners including but not limited to meeting District and CFWI per-capita

water use targets. Any updates to the respective Water Conservation Plans of members, customers, and partners shall also be provided (unless previously provided).

Hydrologic Analyses

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

Wellfield Operation

- A brief overview of wellfield operations including withdrawal point rotation within the wellfield for the previous 12 months. Any proposed production or monitor wells that were completed, wells retired, and their current status.

Water Quality Monitoring

- Summarized analysis of water quality data collected as a condition of this permit should include graphs and statistical analysis for the annual reporting period and be related to the historical water quality results and pumpage. The report shall delineate areas of concern with respect to water quality degradation, horizontal or vertical movement in the fresh water/saltwater interface, or other trends which have occurred.

Water Level Monitoring

- Summarized analysis of pumpage vs historic water levels should include graphs and statistical analysis for the annual reporting period. The report should delineate any areas of concern with respect to water levels within the aquifers monitored, number of wells included in the program, or any other information which may be deemed appropriate in order to protect the resource.

Capital Improvement Program Status

- A summary of completed water supply system improvements.

Water Treatment Efficiency

- A description of any efforts to improve water treatment efficiency, if available.
(524)

7. A water level and water quality monitor well maintenance program shall be initiated, and shall be ongoing for the life of the permit. This program shall be undertaken to insure the retrieval and reporting of accurate water level and water quality data. The Permittee shall also maintain the wellheads of the monitor wells. Where water level recorders are not in use, this maintenance shall include secure, lockable, sliding or screw caps on all monitor wells. All monitor wells shall be maintained with a minimum of eighteen inches of casing above grade or ground surface.(561)
8. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
9. The Permittee shall submit a copy of the well completion reports to the District's Water Use Permit Bureau, within 30 days of each well completion.(583)
10. The Permittee shall comply with authorized quantities. If the authorized quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the authorized quantities were exceeded, measures taken to attempt to meet the authorized quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their authorized quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
11. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water

resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)

12. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 Permittee ID Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(718)
13. The following existing, but previously un-metered withdrawal facilities shall be metered upon permit issuance: District ID No. 1, Permittee ID No. 1. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(720)
14. Water quality samples from monitor sites listed below shall be collected as described in wellfield management plan documents submitted on April 27, 2023, in support of the permit application for the water use and analyzed for the parameters indicated at the frequency specified in the table below. For analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.

Existing District ID Nos. 14, 15, 16, and 17/Permittee ID Nos. SASMW-1, UFAMW-1, DZMW-1s, and DZMW-1d for chlorides, sulfates, and TDS, on a quarterly basis with first analyzed sample due by September 1, 2024.

Proposed District ID Nos. 18, 19, 20, and 21/Permittee ID Nos. SASMW-2, UFAMW-2, SASMW-3, and UFAMW-3 analyzed for Chlorides, sulfates, and TDS, on a quarterly basis, with first analyzed sample due within 90 days of completion of the monitor site or per the first reporting period as given in Exhibit B after completion of the monitor site.(751)

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

Existing District ID No. 1/Permittee ID No. 1 for chlorides, sulfates, and TDS, on a monthly basis, with first sample due date of January 1, 2028.

Proposed District ID Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 /Permittee ID No. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, for chlorides, sulfates, and TDS, on a monthly basis, with first analyzed sample due within 90 days of completion of the withdrawal point or per the first reporting period as given in Exhibit B after completion of the monitor site.
(752)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

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

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

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the fifteenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the fifteenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

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

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

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

FLOW METER ACCURACY TEST INSTRUCTIONS

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

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

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

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
 - A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.
3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
 - A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

- B. A printout of data that was input into the test equipment , if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment , or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

WATER QUALITY INSTRUCTIONS

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

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

<u>Frequency</u>	<u>Timetable</u>
Weekly	Same day of each week
Quarterly	Same week of March, June, September, December
Semi-annually	Same week of May, November
Monthly	Same week of each month

Authorized Signature
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

DRAFT

CONSENT AGENDA

June 27, 2023

General Counsel's Report: Approval of Consent Order between SWFWMD and Wos Properties I Inc - Permit Violations - Environmental Resource Permit No. 43043351.001 - CT No. 414147 - Hillsborough County

Wos Properties I, Inc. (Wos) operates a car sales and storage lot on its property located at 10717 US-92, Tampa, FL 33610, in Hillsborough County (Property). On December 28, 2018, Environmental Resource Permit (ERP) Number 43043351.001 (Permit) was issued to Wos, requiring the construction of a stormwater system serving the 9.3-acre commercial development.

The Permit's conditions require the retention area to become dry within 72 hours after a rainfall event. Wos submitted as-built drawings on February 1, 2021, certifying that the stormwater system was completed substantially in accordance with the approved plans. However, on March 5, 2021, District staff visited the Property and observed significant standing water though no significant rainfall had been recently recorded. This indicated that the permitted stormwater pond was not meeting its permit condition. Wos attempted to correct the deviations by applying for an ERP modification on November 22, 2021, which included a new effluent filtration system and drainage modeling. However, Wos was unable to complete the modification application after several revisions and it was later withdrawn on October 25, 2022. On May 18, 2023, the Office of General Counsel (OGC) issued a Notice of Violation and proposed Consent Order to Wos for the violation of the terms and conditions of the Permit.

On May 30, 2023, Wos executed the proposed Consent Order that includes \$3,750 in penalties and \$1,075 in costs to the District for a total of \$4,825.00 to be paid within 14 days of the approval of the Consent Order. Further, within 30 days of approval of the Consent Order, Wos must bring the site into compliance either by reconstructing the stormwater ponds as necessary to meet the Permit conditions or applying for a formal modification of the Permit. Failure to meet these deadlines will result in a daily penalty of \$100 per day in addition to any penalties, costs, and fees that arise after execution of the Consent Order.

Staff Recommendation:

1. Approve the Consent Order.
2. Authorize District staff to pursue compliance with the terms and conditions of the approved Consent Order, including filing any appropriate actions in Circuit Court, if necessary.

Presenter:

Destin Dawsy, Staff Attorney, Office of General Counsel

BEFORE THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ORDER NO. SWF 23 –

IN RE: WOS PROPERTIES I, INC.
CT NO.: 414147
PERMIT NO.: 43043351.001
HILLSBOROUGH COUNTY, FLORIDA

CONSENT ORDER

Pursuant to Sections 120.57(4) and 373.083, Florida Statutes (Fla. Stat.), this Consent Order is entered into by and between the Southwest Florida Water Management District (District) and Wos Properties I, Inc., collectively referred to as “the Parties,” to settle certain matters at issue between the Parties. The Parties hereby voluntarily agree to the following findings of fact, conclusions of law, and corrective actions.

FINDINGS OF FACT

1. The District is the administrative agency charged with the responsibility to conserve, protect, manage, and control the water resources within its geographic boundaries, and to administer and enforce Chapter 373, Fla. Stat., and rules promulgated thereunder as Florida Administrative Code (Fla. Admin. Code) Chapter 62-330.

2. Wos Properties I, Inc. (Permittee), is a corporation registered to do business in the State of Florida. Permittee's mailing address is 1709 Mary Lane, Lutz, FL 33558.

3. On December 28, 2018, the District issued Environmental Resource Permit (ERP) Number 43043351.001 (Permit) to Permittee authorizing the construction of a stormwater management system (system) to serve a 9.3 acre commercial development located on the southwest corner of East Hillsborough Avenue and Mcleod Drive in Hillsborough County (Property).

4. The permitted plans for the system required installation of two dry retention ponds (Pond 1 and 2) and a floodplain compensation area (FC Area) to provide water quality treatment and attenuation.

5. Specific condition 5 of the Permit requires that the retention area shall become dry within 72 hours after a rainfall event.

6. Specific condition 18 of the Permit requires that each independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure.

7. On March 5, 2021, District staff conducted a site visit and observed the following technical deviation:

- a. Both dry retention ponds had standing water in them measuring up to 12 inches in some areas. United States Geological Survey gage 275917082222500 (USGS Gage) located approximately three miles from the site recorded 0.43 inches of rainfall in the two weeks leading up to the site visit.
- b. District staff determined this amount of rainfall should have recovered by the time of the site visit meaning the system is not providing the required water quality treatment and attenuation required by the Permit.
- c. Spot elevations for Pond 1, Pond 2, and the FC Area were not submitted to the district to provide assurance that the ponds and FC Area were constructed as permitted.

8. On October 18, 2022, District staff conducted another site visit and observed the following technical deviation:

- a. Both dry retention ponds had significant standing water in them while the USGS Gage located approximately three miles from the site recorded 0.60 inches of rainfall in the two weeks leading up to the site visit.
 - b. District staff determined this amount of rainfall should have recovered by the time of the site visit meaning the system is not providing the required water quality treatment and attenuation required by the Permit.
9. In an effort to resolve these deviations, District staff sent notices of as-built deviation on March 8, 2021, April 8, 2021, October 18, 2021, and February 24, 2023.
10. On November 22, 2021, Permittee applied for an ERP modification with the District to address the Permit deviations. However, Permittee submitted a withdrawal request on October 25, 2022 and the modification application was formally withdrawn on October 28, 2022.
11. District staff have been in contact with the Permittee's engineer Christopher McNeal; however, the Permittee has failed to adequately address any of the notices or requests made by the District.
12. To date, the Permittee has not corrected the administrative and technical deviations from the Permit, and the Project remains in noncompliance.
13. The Parties have agreed to resolve all disputed issues regarding the violations set forth above, as described in this Consent Order.

CONCLUSIONS OF LAW

14. The District has jurisdiction over this matter pursuant to Chapter 373, Part IV, Fla. Stat., and Fla. Admin. Code Chapter 62-330.

15. The activities described in Paragraphs 4 through 8 herein constitute violations of Specific Conditions 5, 18, and General Conditions 1(a), 1(e), and 2 of the Permit as well as Chapter 373 Fla. Stat., and Fla. Admin Code R. 62-330.350.

CORRECTIVE ACTIONS

16. For the violations described herein, Permittee agrees to pay the District penalties in the amount of \$3,750 and regulatory enforcement costs in the amount of \$1,075, for a total amount of \$4,825 within fourteen (14) days of the approval of this Consent Order by the District's Governing Board. If mailed, the address for payment is:

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

17. Within thirty (30) days of approval of this Consent Order by the District's Governing Board, Permittee shall:

- a. Provide spot elevations for Pond 1, Pond 2, and FC Area to confirm the ponds were constructed in substantial conformance with the permitted design.
- b. Modify the stormwater ponds as necessary to meet the conditions of issuance of the Permit **OR** submit to the District an application for formal modification to the Permit if necessary.

18. Permittee shall respond to any requests for additional information from the District within thirty (30) days of receipt of the request.

19. Permittee may apply to the District for an extension of the time limits contained in this Consent Order. A request for an extension of time must be made in writing and must be submitted to District staff and to the Office of General Counsel,

simultaneously, no later than five (5) days prior to the expiration of such time limit. Only the Office of General Counsel may approve a request for an extension of time. Any purported approval of an extension of time that does not have the prior authorization of the Office of General Counsel will not constitute compliance with this provision of the Consent Order.

20. For each day of delay beyond any due date specified in this Consent Order, Permittee shall pay to the District an additional sum of One Hundred Dollars (\$100.00) per day. This additional sum shall be paid by Permittee upon the District's mailing of a demand letter to Permittee for payment. This provision shall not be construed to preclude the District's right to undertake other administrative, civil, or criminal action as appropriate in the event any due date is not met.

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

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

23. The District hereby expressly reserves and retains the right to initiate appropriate legal action against Permittee to prevent or prohibit the future violation of any applicable statutes, rules, or orders, except as specifically addressed in this Consent Order. Permittee acknowledges by the execution of this Consent Order that any future violation of Chapter 373, Fla. Stat., District rules, or the terms of any permit (including

such as may be modified) may subject Permittee to administrative or civil suit in which penalties of up to Fifteen Thousand Dollars (\$15,000.00) per day per offense may be imposed, as provided in Section 373.129(5), Fla. Stat.

24. This Consent Order is not a license or a permit. Permittee shall not undertake any further construction activities without necessary District authorizations.

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

26. Permittee shall allow authorized District representatives to access the Property at all reasonable times without prior notice to determine compliance with this Consent Order, Chapter 373, Fla. Stat., and District rules.

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

28. Permittee acknowledges by the execution of this Consent Order that any future violation of Chapter 373, Fla. Stat., or District rules may result in any or all of the following: criminal prosecution, administrative action, or civil suit in which additional civil penalties and costs may be imposed.

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

30. No modifications to the terms of this Consent Order are effective unless reduced to writing and executed by all Parties.

31. Any person, who is not a party to this Consent Order, whose substantial interests are affected by the District's action in this Consent Order may request an administrative hearing in accordance with Sections 120.569 and 120.57, Fla. Stat., and Fla. Admin. Code Chapter 28-106. A request for hearing that disputes the material facts on which the District's action is based must contain all elements required by Fla. Admin. Code Rule 28-106.201(2), including but not limited to: (1) an explanation of how the substantial interests of each person requesting the hearing will be affected by the District's action; (2) a statement of all disputed issues of material fact; (3) the Consent Order number; (4) the name, address and telephone number of the person requesting the hearing and, if applicable, of the person's representative; (5) a statement of when and how the person requesting the hearing received notice of the District's action; (6) a concise statement of the ultimate facts alleged, including the specific facts warranting reversal or modification of the District's action; and (8) the relief sought, including precisely what action the requester wishes the agency to take. A request for hearing that does not dispute the material facts on which the District's action is based shall state that no material facts are in dispute, contain the same information set forth above (with the exception of item (2)), and otherwise comply with Fla. Admin. Code Rule 28-106.301(2). A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Tampa Service Office, 7601 US Highway 301 North, Tampa, Florida 33637-6759, or by facsimile transmission to the Agency Clerk at 813-367-9776, within twenty-one (21) days of receipt of this notice. If this Consent Order is mailed, receipt is deemed to be the fifth day after the date on which the Consent Order is deposited in the United States mail. Because the administrative hearing process is designed to formulate final

agency action, the timely filing of a request for hearing may result in the District's final action being different from its original action. Any person who is not a party to this Consent Order whose substantial interests will be affected by any such final action of the District has the right to request a hearing in accordance with the requirements set forth above. Failure to file a request for hearing within the specified time period shall constitute a waiver of any right any such person may have to request a hearing under Sections 120.569 and 120.57, Fla. Stat. Mediation pursuant to Section 120.573, Fla. Stat., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

By: 
WOS PROPERTIES I, INC.

Date: 5-30-23

Approved by the Governing Board of the Southwest Florida Water Management District
this ____ day of _____, 2023.

By: _____
Ed Armstrong, Chair

Approved as to Legal Form and Content _____ Attorney
--

Filed this __ day of _____, 2023.

Deputy Agency Clerk

CONSENT ORDER
WOS PROPERTIES I, INC.
CT NO. 414147
PERMIT NO. 43043351.001
HILLSBOROUGH COUNTY, FLORIDA

CONSENT AGENDA

June 27, 2023

Executive Director's Report: Approve Governing Board Minutes – May 23, 2023

Staff Recommendation:

Approve minutes as presented.

Presenter:

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



**GOVERNING BOARD MEETING
TUESDAY, MAY 23, 2023 – 9:00 AM
7601 US 301 NORTH, TAMPA, FL 33637
(813) 985-7481**

MINUTES

Board Members Present

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

Staff Members

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

Board Administrative Support

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

1. Convene Public Meeting

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., May 23, 2023, at the Tampa Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

This meeting was available for live viewing through Internet streaming. An attendance roster is archived in the District's permanent records. Approved minutes from meetings can be found on the District's website at WaterMatters.org.

1.1 Call to Order

Chair Joel Schleicher called the meeting to order. He noted that the Board meeting was being recorded for broadcast on government access channels, and public input would be provided in person. Chair Schleicher stated that anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should complete and submit a "Request to Speak" card. Chair Schleicher stated that comments would be limited to three minutes per speaker, and when appropriate, exceptions to the three-minute limit may be granted by the Chair. He also requested that several individuals wishing to speak on the same topic designate a spokesperson. Chair Schleicher

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

1.2 Invocation and Pledge of Allegiance

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

1.3 Election of Governing Board Officers

Chair Schleicher provided an overview of his tenure as Chair including recent successes, ongoing activities, and future challenges.

Mr. Chris Tumminia, General Counsel, outlined the process for the election of officers.

Board Member Dustin Rowland made a motion to nominate a slate of officers as follows: Chair, Ed Armstrong; Vice Chair, Michelle Williamson; Secretary, John Mitten; and Treasurer, Jack Bispham. The motion was seconded and passed unanimously.

1.4 Employee Recognition

Chair Schleicher recognized Mr. Lynn Nipper for 30 years of service.

1.5 Additions/Deletions to Agenda

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

A Request to Speak card was submitted for the following item. This item was moved from Consent to Discussion.

Regulation Committee

2.4 Water Use Permit No. 20 011400.033, Mosaic Fertilizer, LLC / Integrated Water Use Permit (DeSoto, Hardee, Hillsborough, Manatee, Polk, Sarasota Counties)

Chair Schleicher stated there was good cause to approve the amended agenda as allowed by Section 120.525, Florida Statutes.

1.6 Public Input for Issues Not Listed on the Published Agenda

Mr. Tim Richey expressed his concerns regarding clean drinking water and public safety.

Mr. David Ballard Geddis provided his opinion regarding Walt Disney as related to water resources.

Consent Agenda

Resource Management Committee

2.1 Hillsborough County SCADA System (Q213) – Scope and Cost Revision

Staff recommended the Board Authorize staff to amend the (Q213) Hillsborough County SCADA Project CFA to:

1. Revise the number of real-time monitoring systems defined in the Measurable Benefit from approximately 250 to approximately 180.
2. Reduce the District's funding from \$900,000 to \$648,000.

2.2 Bradley River Utilities Taylor Road Area Transmission – Third-Party Review (Q268)

Staff recommended the Board authorize continuation of the project and approve modification of the Cooperative Funding Agreement to include a total project cost of \$7,356,405 for third-

party review and construction, with the District's share to remain \$3,550,000 for the Braden River Utilities Taylor Road Area Transmission Project (Q268).

Operations, Lands and Resource Monitoring Committee

2.3 Amended and Restated Site Agreement for Land – Cell Phone Tower, SWF Parcel No. 20-503-257X

Staff recommended the Board:

- Approve the Amended and Restated Site Agreement for Land with T-Mobile USA Tower LLC for the operation and maintenance of a cell phone tower on District lands, SWF Parcel 20-503-257X.
- Authorize the Chairman and Secretary of the Governing Board to sign the Amended and Restated Site Agreement for Land, SWF Parcel 20-503-257X.

Regulation Committee

2.4 Water Use Permit No. 20 011400-033, Mosaic Fertilizer, LLC / Integrated Water Use Permit (DeSoto, Hardee, Hillsborough, Manatee, Polk, Sarasota Counties)

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

General Counsel's Report

2.5 Partial Release of Conservation Easement — EPR Application No. 865400 — Braden River Mitigation Bank — Manatee County

Staff recommended the Board approve, accept, and execute the attached Partial Release of Conservation Easement and Quit Claim Deed for the Braden River Mitigation Bank.

2.6 Authorization to Issue Administrative Complaint and Order — Unauthorized Construction — John Rudnianyn, as Trustee for International Property Services Corp. — CT No. 409683 — Marion County

Staff recommended the Board:

- Authorize District staff to issue an Administrative Complaint and Order to Permittee and any necessary parties to obtain compliance with District rules.
- Authorize District staff to initiate an action in Circuit Court against Permittee and any necessary party to recover a civil penalty/administrative fine, enforcement costs, litigation costs, and attorneys' fees, if appropriate.
- Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, if necessary.

2.7 Approval of Settlement Agreement between Warm Mineral Springs Inc., Sarasota County, and SWFWMD – Quiet Title – Case No. 2022-CA-003 – Sarasota County

Staff recommended the Board:

1. Approve the Settlement Agreement.
2. Authorize District staff to pursue compliance with the terms and conditions of the approved Settlement Agreement, including filing any appropriate actions in Circuit Court, if necessary.

Executive Director's Report

2.8 Approve Governing Board Minutes - April 25, 2023

Staff recommended the Board approve minutes as presented.

A motion was made and seconded to approve the Consent Agenda. The motion carried unanimously. (Audio – 00:25:10)

Finance/Outreach and Planning Committee

Treasurer John Mitten called the committee meeting to order. (Audio – 00:25:23)

3.1 Consent Item(s) Moved to Discussion - None

3.2 2023 Legislative Update

Ms. Cara Martin, Government and Community Affairs Office Chief, provided an overview of the 2023 Legislative Session. She provided a summary of the session and outlined the \$117 billion budget for Fiscal Year 2023-2024. She reminded the Board that the state fiscal year begins July 1. She highlighted the major budget items which included an overview of the funding allocated for the Florida Department of Environmental Protection. This portion of the budget totaled \$4.9 billion.

Ms. Martin specifically addressed funding projects that will benefit the District. She provided an overview of District related bills that passed and failed to pass. Ms. Martin congratulated the Governing Board Members who were successfully confirmed by the Senate. She thanked the Governor and the Legislature for their support of the environmental budget. Ms. Martin provided a timeline of the upcoming committee weeks and the 2024 legislative session.

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

3.3 Budget Transfer Report

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

Resource Management Committee

Board Member Ashley Bell Barnett called the committee meeting to order. (Audio - 00:36:24)

4.1 Consent Item(s) Moved to Discussion - None

4.2 Polk Regional Water Cooperative – Peace Creek Integrated Water Supply Plan (N928) Reduction of Scope and Budget to Eliminate Third-Party Review and Subsequent Tasks

Mr. Jay Hoecker, Water Resources Bureau Chief, provided an overview of the project, background information and costs associated. He stated that due to preliminary evaluation of surface water availability it is recommended that the requirement for third-party review be eliminated, in addition to subsequent tasks. This will provide a reduction in total project costs from \$1,980,250 to \$1,214,113 resulting in a savings of \$383,068.26 in District funds. Staff responded to questions.

Staff recommended the Board:

1. Authorize staff to amend the Peace Creek Integrated Water Supply Plan Project (N928) cooperative funding agreement to eliminate the third-party review, preliminary water rate analysis, easements & permitting report, and integrated water supply plan tasks; change the Measurable Benefit to the completion of a preliminary design of a water supply option from the Peace Creek in Polk County; and reduce the total project budget to \$1,214,113.48;
2. Approve a budget transfer from the Peace Creek Integrated Water Supply Plan (N928) to the Polk Partnership Fund (H094) in the amount of \$383,068.26.

A motion was made and seconded to approve staff's recommendation. The motion passed with ten in favor and one opposed. (Audio – 00:45:13)

4.3 Polk Regional Water Cooperative – Peace River/Land Use Transition (Q133) Project, Reduction of Scope and Budget to Eliminate Third-Party Review and Subsequent Tasks

Mr. Jay Hoecker, Water Resources Bureau Chief, provided an overview of the project, background information and costs associated. He stated that due to a preliminary evaluation of surface water availability it is recommended that the requirement for third-party review be eliminated, in addition to subsequent tasks. This will provide a reduction in total project costs from \$961,100 to \$885,800 resulting in a savings of \$37,650 in District funds.

Staff recommended the Board:

1. Authorize staff to amend the Peace River/Land Use Transitions Project (Q133) cooperative funding agreement to eliminate the third-party review, preliminary water rate analysis, and conceptual environmental resource permit application; and reduce the total project budget to \$885,800;
2. Approve a budget transfer from the Peace River/Land Use Transitions Project (Q133) to the Polk Partnership Fund (H094) in the amount of \$37,650.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 00:48:30)

Operations, Lands and Resource Monitoring Committee

Board Member Jack Bispham called the Committee meeting to order. (Audio - 00:48:50)

5.1 Consent Item(s) Moved to Discussion - None

5.2 2023 Hurricane Preparedness

Mr. Tim Fallon, Emergency Coordinating Officer, presented the 2023 Hurricane Preparedness. He explained the role of District's Emergency Coordinating Officer and alternates. Mr. Fallon provided the 2023 Atlantic Basin Hurricane Forecast. The projections included 13 named storms, 6 hurricanes and 2 major hurricanes. He provided a recap of the 2022 storm season. Mr. Fallon outlined the primary responsibilities of the District during emergency operations. He stated the District is a member of the State Emergency Response Team (SERT). Mr. Fallon outlined the activities the District practices for emergency preparedness. Mr. Fallon informed the Board that the District is prepared for the hurricane season. Staff responded to questions.

This was for information only. No action was required.

Regulation Committee

Board Member John Hall called the committee meeting to order. (Audio – 01:02:32)

6.1 Consent Item(s) Moved to Discussion

2.4 Water Use Permit No. 20 011400.033, Mosaic Fertilizer, LLC / Integrated Water Use Permit (DeSoto, Hardee, Hillsborough, Manatee, Polk, Sarasota Counties)

A Request to Speak card was submitted for this item.

Mr. Tim Richey spoke in opposition to the modification of this permit.

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

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 01:06:47)

6.2 Denials Referred to the Governing Board

None were presented.

General Counsel's Report

7.1 Consent Item(s) Moved to Discussion - None

7.2 Approval of Final Order — MHC Cortez Village, LLC v. Cortez Road Investments and Finance, Inc., and SWFWMD — DOAH Case No. 21-2491 — Environmental Resource Permit Application No. 821245 — Manatee County

A Request to Speak card was submitted for this item by attorney Matthew Chait, who presented oral argument in the matter on behalf of MHC Cortez Village, LLC.

Mr. Chris Tumminia, General Counsel, explained that pursuant to Sunshine Law 286.0114, no public comment is allowed on this item. He stated the Board can only consider information that is included in the official record of this case. Mr. Tumminia explained the presentation will be provided by staff counsel who are independent of any litigation associated with this case. It is the discretion of the Chair to decide if any oral arguments are provided. He reminded the Board that any oral arguments or discussions should be limited to those issues presented in the exceptions and responses filed in this case.

Ms. Jennifer Soberal, Senior Attorney, provided an overview and background information of the project and the final order approving the modification to the permit. Ms. Soberal outlined the five exceptions filed by the petitioner, MHC Cortez Village, LLC., and the proposed rulings associated with each exception.

Chair Schleicher granted oral arguments.

Ms. Susan Martin, Nason, Yeager, Gerson, Harris & Fumero, P.A., spoke on behalf of Cortez Road Investments and Finance, Inc. She spoke in support of the final order.

Mr. Matthew Chait, Shutts and Bowen, spoke on behalf of MHC Cortez Village, LLC. He spoke in opposition to the final order.

Staff recommended the Board:

1. Adopt the ALJ's Recommended Order as the District's Final Order, with one sentence in Paragraph 42 having been stricken.
2. Approve and sign the attached proposed Final Order that issues Environmental Resource Individual Construction Major Modification Permit No. 43032468.003 to Cortez Road Investments and Finance, Inc.

A motion was made and seconded to approve staff's recommendation. The motion passed unanimously. (Audio – 01:35:28)

Committee/Liaison Reports

8.1 Environmental Advisory Committee

Secretary Michelle Williamson stated the committee heard presentations regarding the SWUCA five-year assessment, Lake Hancock water quality and storm debris assessments for the Peace Creek Canal and Flint Creek. A written summary of the April 11 meeting was also provided.

Executive Director's Report

9.1 Executive Director's Report

Mr. Brian Armstrong, Executive Director, congratulated the Tampa Bay Estuary Program for winning the Future of the Region Award in the Natural Resources and Environment category given by the Tampa Bay Regional Planning Council. He explained this award is for the Little Manatee River Wild And Scenic Designation and Conceptual Restoration Plan. He explained the District is a partner in this project, which involves the restoration of the Little Manatee River watershed. This restoration project will return portions of the watershed to more natural habitats that will help protect the river.

Mr. Armstrong thanked the Governor and the Florida Legislature for the funding from this session.

Mr. Armstrong thanked the outgoing Chair for his support during his tenure.

Chair's Report

10.1 Chair's Report

Chair Schleicher thanked the Board and staff for their assistance during his tenure.

The next meeting is scheduled for June 27 at 9:00 a.m., in the Brooksville office.

10.2 Employee Milestones

A written summary was provided.

Adjournment

The meeting adjourned at 10:41 a.m.

Governing Board Meeting
June 27, 2023

3. FINANCE/OUTREACH & PLANNING COMMITTEE

3.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion 99

3.2 **Discussion:** Action Item: Fiscal Year 2024 Recommended Annual Service Budget..... 100

3.3 **Submit & File:** Information Item: Budget Transfer Report 102

FINANCE/OUTREACH AND PLANNING COMMITTEE

June 27, 2023

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

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

Presenters:

Michael Molligan, Division Director, Employee, Outreach and General Services

Brandon Baldwin, Division Director, Business and Information Technology Services

FINANCE/OUTREACH AND PLANNING COMMITTEE

June 27, 2023

Discussion: Action Item: Fiscal Year 2024 Recommended Annual Service Budget

Purpose

Submit fiscal year (FY) 2024 Recommended Annual Service Budget (recommended budget) for consideration by the Governing Board as required by statute and authorize staff to prepare the *Tentative Budget Submission* based on the recommended budget; adjusted for any modifications made by the Governing Board on June 27, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, and any additional funding provided by the state.

Background

In accordance with Section 373.536(2), Florida Statutes (F.S.), the District shall, on or before July 15 of each year, submit for consideration by the Governing Board a tentative budget for the District covering its proposed operations and funding requirements for the ensuing fiscal year. On June 27, staff will present the recommended budget to the Governing Board.

Additionally, under Section 373.536(5)(d), F.S., by August 1 of each year, the District shall submit for review a tentative budget and a description of any significant changes from the preliminary budget submitted to the Florida Legislature, to the Executive Office of the Governor (EOG), President of the Senate, Speaker of the House of Representatives, chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over water management districts, Secretary of the Department of Environmental Protection, and the governing body of each county in which the District has jurisdiction or derives any funds for the operations of the District. This tentative budget is known as the *Tentative Budget Submission*.

Discussion

Staff will provide an overview of the FY2024 recommended budget including a review of proposed revenues and expenditures in comparison to the FY2023 adopted budget. Revenues will be reviewed by source and expenditures will be reviewed by category, program, and area of responsibility. The recommended budget provided to each Governing Board member as an exhibit to the overview includes charts, variance analysis, and detailed descriptions of each project.

In the recommended budget is a five percent increase for performance-based pay increases, contingent upon the Governor's approval of a five percent across-the-board pay increase proposed at the state level. This is a change from the three percent for performance-based merits approved by the Governing Board in the preliminary budget.

At the July 25 Governing Board meeting, staff will present the 16 county property appraisers' certifications of taxable value and the proposed FY2024 millage rate in compliance with Sections 373.503(4) and 200.065, F.S. The Governing Board will be requested to adopt the proposed FY2024 millage rate to ensure certification to the county property appraisers by August 4. The proposed millage rate is the rate that will be used for Truth in Millage (TRIM) Notices of Proposed Property Taxes. In addition, the Governing Board will be requested to authorize staff to submit the District's *Tentative Budget Submission* for FY2024 to the EOG, Florida Legislature, and other parties, as required by statute, to be received by August 1, 2023.

The District's FY2024 final millage rate and budget will be adopted in September following two public budget hearings. The first hearing is scheduled for September 12, 2023, at 5:01 p.m. at the Tampa Office. Written disapproval of any portion of the *Tentative Budget Submission* must be received from the EOG or the Legislative Budget Commission at least five business days prior to the final budget hearing. The second and final hearing is scheduled for September 26, 2023, at 5:01 p.m. also at the Tampa Office.

An exhibit of the recommended budget will be provided separately.

Staff Recommendation:

Authorize staff to prepare the *Tentative Budget Submission* for FY2024 based on the recommended budget as presented; adjusted for any modifications made by the Governing Board on June 27, changes in estimated ad valorem revenue based on the July 1 certifications of taxable value, and any additional funding provided by the state.

Presenters:

Brandon Baldwin, Division Director, Business and Information Technology Services

Jennette Seachrist, Division Director, Resource Management

Brian Starford, Division Director, Operations, Lands & Resource Monitoring

Michelle Hopkins, Division Director, Regulation

Michael Molligan, Division Director, Employee, Outreach & General Services

FINANCE/OUTREACH AND PLANNING COMMITTEE

June 27, 2023

Submit & File: Information Item: Budget Transfer Report

Purpose

Provide the Budget Transfer Report covering all budget transfers made during the month of May 2023.

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are presented to the Finance/Outreach & Planning Committee of the Governing Board as a Submit and File Report at the next regular scheduled meeting. The exhibit for this item reflects all such transfers executed during the month of May 2023.

Staff Recommendation:

Present the Budget Transfer Report for the Board's information. No action required.

Presenter:

Melisa J. Lowe, Bureau Chief, Finance

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
May 2023

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason For Transfer	Transfer Amount
<u>Change from Original Budget Intent</u>				
1	Operations Maint/Repair of Buildings/Structures	Human Resources Safety Supplies	Transfer of funds originally budgeted for the Structures Gate Refurbishment Program. The program has been put on hold as it has been determined the current priority gates have reached their useful life and require replacement rather than refurbishment. The funds are required for necessary safety supply requirements for the remainder of the fiscal year. The need for these additional funds is primarily due to the replacement of all first aid kits in District vehicles, equipment, and buildings costing more than anticipated and the expansion of the safety boot reimbursement program to allow for additional types of boots to be eligible for reimbursement such as burn, chemical, and snake boots.	\$ 16,000.00
2	Data Collection Other Contractual Services	Data Collection Parts and Supplies	Transfer of funds originally budgeted for a SAS programming expert to assist staff with the conversion of SAS scripts and coding. The funds are no longer required due to delays resulting from unforeseen vacancies. The tasks are now planned for in FY2024, and funding is requested in the FY2024 budget. The funds are required for the Survey section to purchase aluminum rods for permanent benchmark monuments used to establish vertical values on wells and staff gauges for accurate data collection values.	2,650.00
3	Operations Equipment - Non-Capital Outlay	Information Technology Equipment - Non-Capital Outlay	Transfer of funds originally budgeted for the purchase of a replacement UTV-mounted spray system used by the Vegetation Management section to apply herbicide to targeted vegetation, primarily on conservation lands. The funds are no longer required as staff were able to repair an existing spray system. The funds are required for the purchase of a new drone to increase the Vegetation Management section's efficiency in conducting conservation land assessments and overseeing contractor performance. These efficiencies were identified in a study conducted in August 2022. The section's biologist recently attained a drone license, and procuring the drone in FY2023 will allow for earlier implementation of the identified efficiencies.	3,600.00
Total Change from Original Budget Intent				\$ 22,250.00
<u>Consistent with Original Budget Intent</u>				
1	Operations Contracted Construction	Land Resources Contracted Construction	Funds are needed for the original purpose budgeted for the establishment of new fire management units to allow for controlled burns site maintenance at the Serenova Tract of Starkey Wilderness Preserve as a result of the recent Ridge Road Extension. The funds are being transferred from the Field Operations section to the Land Management section after determination it was more efficient for the Land Management section to manage the project.	\$ 50,000.00

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
May 2023

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason For Transfer	Transfer Amount
2	Information Technology Various Expenditure Categories	Information Technology Various Expenditure Categories	Funds are needed for the original purpose budgeted for a replacement Enterprise Asset Management (EAM) system. The scope of the project included asset and work order tracking for Structures and Field Operations, Facilities, Fleet, Vegetation Management and Data Collection activities. However, it was determined a separate system was better suited for Fleet to meet the specific EAM needs for the District. The funds are being transferred to the appropriate accounting codes to track the implementation of the Fleet EAM system and its associated system maintenance.	246,914.95
Total Consistent with Original Budget Intent				\$ 296,914.95
Total Amount Transferred				\$ 319,164.95

This report identifies transfers made during the month that did not require advance Governing Board approval. These transfers have been approved by either the Executive Director, or designee, or the Finance Bureau Chief consistent with Budget Authority Transfer of Funds Board Policy, and are presented to the Governing Board as a Submit and File Report. This Board Policy limits transfers made for a purpose other than the original budget intent to \$75,000. However, transfers made for accounting reallocation purposes consistent with original budget intent are not limited.

Governing Board Meeting

June 27, 2023

4. RESOURCE MANAGEMENT COMMITTEE

4.1	Discussion: Information Item: Consent Item(s) Moved to Discussion	105
4.2	Discussion: Action Item: Declaration of Cooperation of the Tampa Bay Nitrogen Management Consortium (W027)	106
4.3	Submit & File: Information Item: Proposed Minimum Flows for Horse Creek and Charlie Creek Prior to Independent Scientific Peer Review	118

RESOURCE MANAGEMENT COMMITTEE

June 27, 2023

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

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

Presenter:

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

RESOURCE MANAGEMENT COMMITTEE

June 27, 2023

Discussion: Action Item: Declaration of Cooperation of the Tampa Bay Nitrogen Management Consortium (W027)

Purpose

The purpose of this item is to approve the "Declaration of Cooperation of the Tampa Bay Nitrogen Management Consortium" and recommend the Governing Board Chair execute the Declaration of Cooperation. As part of the Consortium, the District has been requested to approve the attached Declaration.

Background/History

The District has been a partner in the Tampa Bay Estuary Program (TBEP) since it was established in 1991. The purpose of TBEP is to help local governments, agencies, and other stakeholders in the Tampa Bay area develop and implement a plan to restore and protect Tampa Bay. In August 1996, governmental partners joined with key industries in the Tampa Bay region to create a unique public/private partnership known as the Tampa Bay Nitrogen Management Consortium (Consortium) to manage nitrogen loads entering the bay. Together, these partners implement various projects to address nutrient loading and improve water quality. They also support ongoing monitoring and regular reporting on progress toward meeting established nitrogen reduction targets set in the Reasonable Assurance Plan.

Recently, significant declines in the bay's seagrass resources were documented after many years of recovery. Confounding stressors were correlated to the declines in water quality and seagrasses within Tampa Bay.

In response to these recent conditions, it is the desire of the Consortium and other partners in the Estuary Program to re-pledge to the successful collaboration that achieved the seagrass recovery goal observed during the 2014-2018 period. It is in the interest of all stakeholders to continue and to expand upon this successful approach to bay management and avoid derailing decades of progress and investments that have been made to restore Tampa Bay.

To help ensure continued recovery of vital seagrass habitat and the successful nitrogen management strategy that makes it possible, local governments, agencies, and industry participants of the Consortium declare their intent to work together to provide FDEP with an updated 2027 reasonable assurance document, ensuring that state water quality criteria for nutrients will be consistently met and that seagrass recovery towards the 40,000-acre goal will be realized. Approving the declaration does not commit the District to any additional funding.

Staff Recommendation:

1. Approve the "Declaration of Cooperation of the Tampa Bay Nitrogen Management Consortium."
2. Authorize the Governing Board Chair execute the Declaration of Cooperation.

Presenter:

Vivianna Bendixson, SWIM Manager, Natural Systems & Restoration

TAMPA BAY

NITROGEN MANAGEMENT CONSORTIUM

A PUBLIC - PRIVATE PARTNERSHIP

DECLARATION OF COOPERATION OF THE TAMPA BAY NITROGEN MANAGEMENT CONSORTIUM

CATALYZING NEW COMMITMENTS TO RESTORE THE TAMPA BAY ESTUARY

From the uppermost watershed reaches of Old Tampa Bay and Hillsborough Bay to the mouth of the bay at Egmont Key, the Tampa Bay estuary is made up of a variety of habitats where fish and other wildlife find shelter and food. These essential habitats range from lush underwater seagrass beds to oyster reefs, tidal marshes, mangrove swamps, freshwater wetlands, and upland forests. Abundant and ecologically functional habitats are critical to the overall health of the bay. Without them, Tampa Bay would lack the diversity of fish, birds and other wildlife that contribute to the natural wonder of the region and its economic vitality.

Tampa Bay scientists and resource managers agree that submerged seagrass is among the most important habitats in the estuary because it serves as shelter, nursery, and a food source for a diverse variety of species while also stabilizing bay bottoms and water quality. The extent of seagrass coverage in Tampa Bay has served as a key indicator of the bay's overall ecosystem health. The Tampa Bay Estuary Program (TBEP) established the restoration of seagrass habitat as a priority goal in the mid-1990s. The key to restoring seagrass in Tampa Bay has been improving and then maintaining adequate water clarity that allows light to penetrate the shallow waters of the bay where seagrasses grow. And the key to maintaining water clarity has been preventing excessive nitrogen – a nutrient necessary for plant growth – from entering the bay and stimulating the growth of algae that cloud the water or smother seagrasses and prevent sunlight from reaching bay bottoms.

The Tampa Bay National Estuary Program (NEP) was first established in 1991 to help local governments, agencies, and other stakeholders in the Tampa Bay area develop a plan to restore Tampa Bay. The NEP partners adopted a Comprehensive Conservation and Management Plan in December 1996 that included measurable goals for restoring seagrasses and related targets for reducing nitrogen discharges to the bay. The parties unanimously adopted a “hold the line” target on nitrogen discharges that capped loads at levels that would ensure adequate water clarity and light to sustain seagrass recovery. Local government and agency partners in the NEP reinforced their commitment to achieving the goals through an [Interlocal Agreement adopted in 1998](#) which also redefined the NEP as the Tampa Bay Estuary Program.

In August 1996, governmental partners joined with key industries in the Tampa Bay region to create a unique public-private partnership known as the [Tampa Bay Nitrogen Management Consortium](#) for the express purpose of developing a Consortium Action Plan to meet the “hold the line” nitrogen load targets. The original Action Plan consisted of more than 100 projects which collectively reduced or precluded nitrogen discharges to the bay by an estimated 134 tons/year between 1995 and 1999. The Action Plan, entitled [Partnership for Progress](#), was the core of a

larger nitrogen management strategy that included: the baywide seagrass restoration and preservation goal; chlorophyll and nitrogen reduction targets for each major bay segment; apportionment of responsibility for meeting the nitrogen reduction targets amongst partners; and a process to track whether the targets were being met.

In November 2002, the [Florida Department of Environmental Protection \(FDEP\) concluded](#) that the Tampa Bay Estuary Program's nitrogen management strategy provided reasonable assurance that the state water quality criteria for nutrients would be met. In parallel, the U.S. Environmental Protection Agency (EPA) recognized a 1998 action by FDEP that proposed a total maximum load of nitrogen that could be discharged to the bay annually and still meet state water quality standards. Both FDEP's reasonable assurance determination and the total maximum nitrogen loading recognized by EPA are based on statistical modeling and data analyses performed by the Estuary Program partnerships during the mid-1990s.

Subsequent to the 2002 effort, both a [2007 Reasonable Assurance Update](#) and [2009 Reasonable Assurance Addendum](#) were prepared for FDEP to ensure that the original 2002 determination would be extended. These documents were intended to: 1) provide an update on implementation of the Tampa Bay nitrogen management strategy to FDEP for the 2003-2007 period; 2) provide adequate documentation to allow FDEP a finding of reasonable progress pursuant to rule [62-303.600, F.A.C.](#); 3) provide nitrogen load allocations to categories of nitrogen sources by major bay segment and to facility- and stormwater-specific sources within each major bay segment; and 4) support a subsequent [2010 FDEP water quality based effluent limitation Final Order](#), a [2010 FDEP Reasonable Assurance Determination Final Order](#), and to comply with the federally-recognized TMDL for Tampa Bay. In 2011, FDEP established numeric nutrient criteria for each bay segment utilizing the chlorophyll-a, total nitrogen and total phosphorus assessments developed by the Estuary Program partnerships. Subsequent Reasonable Assurance Updates were submitted in [2012](#) and [2017](#) to extend the Reasonable Assurance determination through 2021.

Over this period, a remarkable recovery of the Tampa Bay ecosystem ensued after decades of decline and despite continuing regional population growth. In 2016, baywide seagrass coverage peaked at 41,655 acres – well exceeding the seagrass recovery goal originally established by the Estuary Program partnerships.

However, during the development of the [2022 Reasonable Assurance Update](#) covering the 2017-2021 period, significant declines in the bay's seagrass resources were documented. Declines in water quality, particularly in the Old Tampa Bay segment, coincided with large losses of seagrass coverage during this period. Furthermore, other confounding stressors were correlated to the declines in water quality and seagrasses within Tampa Bay (e.g. increasing water temperatures, hydrologic inputs, poor tidal circulation, and discrete red tide and wastewater discharge events).

In response to these recent conditions, it is the desire of the Consortium and other partners in the Estuary Program to re-invigorate the successful collaboration that achieved the seagrass recovery goal observed during the 2014-2018 period. At the same time, the Consortium and partners in the Estuary Program recognize that compounding factors, in addition to nitrogen loads, will influence future seagrass recovery in Tampa Bay. Notwithstanding these challenges, it is in the interest of all stakeholders to continue and to expand upon this successful approach to bay management and avoid derailing decades of progress and investments that have been made to restore Tampa Bay.

To help ensure continued recovery of vital seagrass habitat and the successful nitrogen management strategy that makes it possible, local governments, agencies, and industry participants of the Tampa Bay Nitrogen Management Consortium declare their intent to work together over the 2022-2026 period to provide FDEP with an updated 2027 reasonable assurance document, ensuring that state water quality criteria for nutrients will be consistently met and that seagrass recovery towards the 40,000 acre goal will be realized. The partners commit further to collaboratively funding, developing and implementing alternative water quality management strategies and/or actions that may help achieve this end as partners to the Estuary Program and/or Consortium.

Additional background on the history and documentation of the Tampa Bay nitrogen management strategy may be found in [Exhibit “A”](#). The commitment of Consortium participants to update the reasonable assurance document is provided in greater specificity below.

PARTICIPANTS OF THE TAMPA BAY NITROGEN MANAGEMENT CONSORTIUM SPECIFICALLY DECLARE THEIR INTENT TO COOPERATE AS FOLLOWS TO ENSURE CONTINUING RECOVERY OF THE TAMPA BAY ESTUARY:

Section 1: Participants of the Consortium approved the 2022 Update to Reasonable Assurance Document submitted to FDEP and attached as [Exhibit “B”](#) which documents recent progress toward bay segment-specific nutrient targets and seagrass restoration goals adopted by the TBEP and approved by FDEP on Feb. 3, 2023; and,

Section 2: Participants of the Consortium will assist in developing a 2027 Reasonable Assurance Document that includes a revised assimilative capacity assessment for the Old Tampa Bay segment, as determined necessary in the approved 2022 Update. If supported by the assessment, revised allocations will be developed and technically supported by all participants through development of a 2024 Reasonable Assurance Addendum: Old Tampa Bay Assessment and Allocation Report; and,

Section 3: The Consortium will submit a 2024 Reasonable Assurance Addendum to FDEP and EPA by December 31, 2024, which will include a request that FDEP approve, and EPA concur, that continued implementation of the Tampa Bay nitrogen management strategy as reasonable assurance that potential impairment of designated uses related to nutrient impairments in Tampa Bay are and will continue to be adequately addressed through 2027; and,

Section 4: If necessary, the Consortium will develop and implement a set of guiding principles that will fairly and equitably re-assign allocations for affected entities in the Old Tampa Bay segment. The Consortium will include within the 2024 Reasonable Assurance Addendum revised load allocations that are acceptable to the Consortium participants while acknowledging that the facility-specific wasteload allocations will be re-adopted by FDEP as Water Quality-Based Effluent Limitations; and,

Section 5: The Consortium will continue to identify and implement projects to achieve the cumulative nitrogen management targets and entity-specific allocations for Tampa Bay; and,

Section 6: To encourage voluntary efforts which further the attainment of baywide nitrogen reduction and/or management goals, the FDEP, EPA and the Southwest Florida Water

Management District agree to exercise reasonable flexibility within the framework of their rules and regulations, including serious consideration of petitions for variances from applicants, in processing permit applications for projects implementing the Tampa Bay nitrogen management strategy; and,

Section 7: Consistent with the Consortium's consensus-based approach, each participant will participate in funding the 2027 Reasonable Assurance Update Document. The estimated total cost of \$250,000 will be shared equally among Consortium Participants at a cost not to exceed \$7,500 per participant to be paid by no later than October 31, 2024, or as soon thereafter as possible.

Section 8: Development of the 2024 Reasonable Assurance Addendum will be initially funded through the Tampa Bay Estuary Program at an estimated cost of \$240,000. If additional funding is necessary, Consortium participants will consider an equitable funding strategy to complete its development. To ensure the accuracy and completeness of the Addendum and the [Estuary Program's Action Plan Database](#), each participant of the Consortium further agrees to provide the Estuary Program and contractor responsible for preparing the Addendum with information and data necessary to adequately describe projects with nitrogen load reduction benefits and to provide documentation supporting the estimated nitrogen reductions where additional documentation may be necessary.

This Declaration shall take effect upon the last date of Execution.

TAMPA BAY

NITROGEN MANAGEMENT CONSORTIUM



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EXAMPLE SIGNATURE PAGE

The [Consortium participant entity] hereby approves the TAMPA BAY NITROGEN MANAGEMENT CONSORTIUM Declaration and attachments herein.

Attested this date: _____

Authorized by: _____

Signature: _____

Title: _____

Witnessed by: _____

Seal (if appropriate)

EXHIBIT “A”

History: Tampa Bay National Estuary Program and Nitrogen Management Consortium

The Tampa Bay National Estuary Program (NEP) was established in 1991 to facilitate development of a clean-up and restoration plan for the 400 square-mile Tampa Bay estuary. The NEP is governed by a Policy Board (formerly the “Policy Committee”) consisting of elected officials from the cities of Tampa, St. Petersburg, and Clearwater, the counties of Hillsborough, Manatee, Pasco, and Pinellas, and appointees from the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the Southwest Florida Water Management District Governing Board. In December 1996, the NEP Policy Board unanimously adopted the first Comprehensive Conservation and Management Plan (CCMP) for Tampa Bay, known as *Charting the Course*. The CCMP includes measurable goals for improving water quality and restoring fish and wildlife habitats vital to the health and productivity of the bay. The NEP involved local government and agency partners together with industry, environmental groups, and other stakeholders in developing the community-based plan for bay restoration. Two successive updates of the CCMP occurred with the latest being the [2017 CCMP Update](#).

Restoration of vital seagrass habitat was and still remains the keystone goal of the CCMP. The key to seagrass recovery is improving water clarity to allow enough light to reach the shallow bottom of the bay to stimulate natural regrowth of seagrasses. And the key to maintaining water clarity is to reduce the amount of nitrogen entering the bay. Excessive loads of nitrogen cloud bay water by stimulating the growth of algae that in turn prevent light from reaching seagrasses rooted on the bay bottom. When adopted in 1996, the original CCMP included a goal of recovering 12,350 acres of seagrass to achieve a baywide coverage of 38,000 acres that would be reached by capping nitrogen loading to the bay at the average 1992-1994 level. “Holding the line” on nitrogen loading required additional projects that reduced or precluded an average of 17 tons/year of nitrogen loading or 85 tons/year at the end of every 5-year period. This load reduction is needed to offset the estimated increase in nitrogen load resulting from the projected population growth in the bay area. In 2020, the baywide seagrass coverage goal was updated to 40,000 acres. As of 2022, an additional 9,863 acres of seagrass needs to be restored to achieve this goal.

In August 1996, local governments and agencies comprising the Tampa Bay NEP Management Committee joined with key industries in the Tampa Bay region to create a unique public/private partnership known as the Tampa Bay Nitrogen Management Consortium. The purpose of the Consortium was to cooperatively develop a plan of action (the Consortium Action Plan) to meet the 85 ton/year nitrogen reduction target over the initial 1995-1999 period, and in subsequent periods thereafter.

In March 1998, the local governments and non-federal agencies represented on the TBNEP Policy Board entered into an Interlocal Agreement adopting the goals and priorities of the CCMP and defining the responsibilities of the parties including the development of action plans to achieve the CCMP goals. The US Army Corps of Engineers executed a joinder to the Interlocal Agreement and the US EPA executed a separate Memorandum of Understanding setting forth their commitments to the implementation of the CCMP. [Article 4.4 of the current Interlocal Agreement](#) includes a commitment from Consortium participants who are also party to the Interlocal Agreement (the Policy Board participants) to meet the nitrogen management strategies and entity-

specific allocations defined in subsequent Reasonable Assurance documentation submitted to FDEP.

Also in March 1998, the first Consortium Action Plan (for the years 1995-1999) was finalized and approved by the Consortium participants. The Consortium Action plan included project summaries (existing and future) and estimated nitrogen load reductions submitted by the Consortium partners, and a Resolution signed by the Consortium participants adopting the 1995-1999 Nitrogen Management Action Plan and committing to its implementation. In addition to the commitment from the government partners of the Interlocal Agreement as noted above, the non-governmental participants of the Consortium pledged to exercise their best efforts to implement in a timely manner, either individually or in cooperation with other Consortium participants, the projects they offered to undertake as part of the Consortium Action Plan. During each successive 5-year Reasonable Assurance update submitted to FDEP and EPA since 2002, updates to the Consortium Action Plans are cataloged through an [Action Plan Database](#) and incorporated as new or future nitrogen load reduction project commitments of partners.

Federally-recognized TMDL for Tampa Bay

In 1998, FDEP submitted a TMDL for nitrogen for Tampa Bay to USEPA Region 4 as was required by the federal Clean Water Act. USEPA approved the submitted TMDL on June 18, 1998. The TMDL is based on the 1992-1994 annual average total nitrogen loading to major bay segments, as estimated by TBNEP. The TMDL also includes an “allocation” to major sources, which is also based on the 1992-1994 nitrogen loading to each bay segment as estimated by TBNEP ([Janicki and Wade 1996](#)). Comments in the TMDL note that “The TMDL is based on an adopted five-year nitrogen management strategy to “hold the line” at existing annual nitrogen loadings to each segment of the bay in order to protect and restore seagrass meadows,” and “The nitrogen load targets were developed for the major bay segments and not individual sources. This allows flexibility in the way the loads are controlled.”

The 1998 federally-recognized TMDL allocations (in tons/year) are shown in Table 1. Note that these are not loading *reductions*, but total nitrogen loadings. The loading estimates were developed from the 1992-1994 period ([Janicki and Wade 1996](#)). EPA considered the assimilative capacity (TMDL) of each bay segment to be the total annual load to that segment (e.g., 486 tons/year for Old Tampa Bay, etc).

Table 1: Existing conditions (1992-1994) annual total nitrogen loadings by source and bay segment.
Source: Federally-recognized TMDL document for nutrients in Tampa Bay, 1998.

Source	Old Tampa Bay	Hillsborough Bay	Middle Tampa Bay	Lower Tampa Bay
Atmospheric deposition	227	115	306	288
Point sources	85	300	78	1
Material losses	0	233	0	24
Nonpoint sources	174	596	415	36
Groundwater and springs	0	207	0	0
TOTAL	486	1451	799	349

Tampa Bay Reasonable Assurance

The Florida State 1999 legislative session produced a TMDL bill, called the Florida Watershed Restoration Act, which established the TMDL process for the state. A provision approved in the Watershed Restoration Act recognized: *“If existing pollution control programs including the National Estuary Program or the Everglades restoration are deemed sufficient to achieve water quality compliance, no TMDL calculation is required.”*

Pursuant to the Florida Watershed Restoration Act, the TBEP and Consortium developed and submitted a [Reasonable Assurance document to FDEP and for concurrence with EPA in 2002](#), based on the Consortium’s original Action Plan: *Partnership for Progress*. The document provided FDEP with a complete description of the Tampa Bay nitrogen management strategy and enabled FDEP to conclude that “the nitrogen management plan developed by TBEP for Tampa Bay provides reasonable assurance that impairment of designated uses related to nutrients in Tampa Bay will be adequately addressed.” Based on the submitted documentation, FDEP concluded that “there is sufficient reasonable assurance that:

- 1). Completed and proposed management actions in the nitrogen management plan will result in the continued attainment of the narrative nutrient criteria within Tampa Bay, and
- 2). Reasonable progress towards continued attainment of the narrative nutrient criteria and associated designated uses will be made through 2007, which is the year when the next 303(d) list of impaired waters for Tampa Bay is due to be submitted to the Environmental Protection Agency (EPA).” ([letter to H. Greening from D. Joyner, dated November 5, 2002](#)).

Also in the letter, the FDEP concluded that the uncorrected, chlorophyll-a thresholds identified for each of the 4 main bay segments by the TBEP’s nitrogen management strategy would be used to assess future nutrient impairment. Since 2002, these thresholds have served as the primary numeric nutrient criteria to assess impairment in the mainstem estuary.

In preparation of the 2007 Reasonable Assurance Update, the FDEP and EPA informed the Consortium that wasteload and load allocations would need to be further allocated to comply with the federally-recognized TMDL. The [2007 Reasonable Assurance Update](#) and [2009 Reasonable Assurance Addendum](#) were prepared for FDEP to ensure that the original 2002 determination would be extended and to fully comply with the federally-recognized TMDL. The documents led to a [2010 FDEP water quality based effluent limitation Final Order](#) and a [2010 FDEP Reasonable Assurance Determination Final Order](#) which adopted entity- and source-specific allocations within the Old Tampa Bay, Hillsborough Bay, Middle Tampa Bay, Lower Tampa Bay and Remainder of Lower Tampa Bay (southern Boca Ciega Bay, Terra Ceia Bay, and Manatee River) segments. An annual, compliance assessment framework was also established and relied on the bay segment specific chlorophyll-a thresholds previously adopted by FDEP and hydrologically-normalized bay segment loadings to further comply with the federally-recognized TMDL (see [Section VIII, 2009 Reasonable Assurance Addendum](#)).

Subsequent Reasonable Assurance Update Documents were submitted in [2012](#) and [2017](#) to extend the Reasonable Assurance determination through 2021. Most recently, the [2022 Reasonable Assurance Update](#) was submitted to the FDEP on December 29, 2022.

Establishment of Numeric Nutrient Criteria for the Tampa Bay Estuary

From 2010-2013, several EPA and FDEP actions were undertaken in response to lawsuits to redefine the narrative nutrient criteria for estuaries and other waterbodies in Florida. The Tampa Bay Estuary Program, in coordination with the Consortium and TBEP Technical Advisory Committee, developed recommended numeric nutrient criteria for the Tampa Bay estuary based on prior and refined nitrogen management strategy analyses and Reasonable Assurance determinations made by FDEP through 2012 (Janicki Environmental, Inc. [2011a](#) & [2001b](#)).

In summary, the recommended estuarine numeric nutrient criteria for Tampa Bay included the chlorophyll-a thresholds previously defined for each bay segment and the expression of the total nitrogen (TN) and total phosphorus (TP) loads to each bay segment relative to total hydrologic loads from the baseline period (i.e. 1992-1994 loadings that were used to establish the federally-recognized TMDL). Thus, the TN and TP estuarine numeric nutrient criteria for Tampa Bay were defined as TN and TP delivery ratios (Table 2).

Table 2: Recommended estuarine numeric nutrient criteria for the Tampa Bay estuary. Source: [Subsection 62-302.532 Florida Administrative Code](#).

Bay Segment	Chlorophyll-a Threshold (ug/L)	Total Nitrogen Delivery Ratio (tons / million m ³ of water)	Total Phosphorus Delivery Ratio (tons / million m ³ of water)
Old Tampa Bay	9.3	1.08	0.23
Hillsborough Bay	15.0	1.62	1.28
Middle Tampa Bay	8.5	1.24	0.24
Lower Tampa Bay	5.1	0.97	0.14
Boca Ciega Bay North	8.3	1.54	0.18
Boca Ciega Bay South	6.3	0.97	0.06
Terra Ceia Bay	8.7	1.10	0.14
Manatee River	8.8	1.80	0.37

Through separate actions, both the FDEP and EPA adopted the recommended estuarine numeric nutrient criteria, as outlined above. Currently, these criteria are contained in [Subsection 62-302.532, Florida Administrative Code](#). These criteria remain the basis for tracking nutrient-related impairments by FDEP and EPA in the estuary proper.

EXHIBIT “B”

Tampa Bay Nitrogen Management Strategy 2022 Update to Reasonable Assurance Document

RESOURCE MANAGEMENT COMMITTEE

June 27, 2023

**Submit & File: Information Item: Proposed Minimum Flows for Horse Creek and Charlie Creek
Prior to Independent Scientific Peer Review**

Purpose

To provide, for information only: 1) recommended minimum flows for Horse Creek and Charlie Creek; 2) summarize the methods used to develop the recommendations; and 3) provide an update on plans for peer review of and opportunities for stakeholder input on the recommended minimum flows.

Background/History

Minimum flows have not previously been established for Horse Creek or Charlie Creek. Adoption of rules establishing minimum flows for these systems is scheduled for 2023 in the District's Minimum Flows and Levels Priority List and Schedule. Both creeks are major tributaries to the Peace River, which provides a large volume of freshwater inflow to the Charlotte Harbor estuary.

Horse Creek is approximately 54 miles long, originating north of Florida State Road (SR) 62, east of Duette in Hardee County, and joining the Peace River north of County Road 761 in DeSoto County. Its confluence with the Peace River is approximately 2.9 river miles upstream from the Peace River Water Treatment Facility that is operated by the Peace River Manasota Regional Water Supply Authority. Horse Creek has a mean daily discharge of 185 cubic feet per second (cfs) as measured from May 1950 through December 2021 at the United States Geological Survey (USGS) Horse Creek at SR72 near Arcadia, FL (No. 02297310) gage.

Charlie Creek is approximately 42 miles (67 kilometers) long, originating north of East County Line Road in Polk County, and joins the Peace River in Hardee County, south of Zolfo Springs. Charlie Creek has a mean daily discharge of 262 cfs as measured from May 1950 to December 2021 at the USGS Charlie Creek near Gardner, FL (No. 02296500) gage.

Purpose/Approach

The purpose for establishing minimum flows is to identify limits beyond which further withdrawals would be significantly harmful to the water resources or ecology of the area. Recommended minimum flows for Horse Creek and Charlie Creek were developed using the best information available, as required by Florida Statutes, and were based on all relevant environmental values identified in the Florida Water Resource Implementation Rule for consideration when setting minimum flows.

Resource management goals for the Horse Creek and Charlie Creek minimum flow analyses focused on: 1) determination of a low flow threshold for each water body to provide protection for ecological resources and recreational use of the systems during critical low flow periods; 2) maintenance of seasonal hydrologic connections between the river channels and floodplains to ensure persistence of floodplain structure and function; 3) maintenance of available instream habitat for fish and invertebrates; 4) maintenance of inundation of instream woody habitat; and 5) relationships between water quality parameters and flow.

A baseline flow record used for minimum flow analyses was developed for each creek to account for decreases and increases (the latter from agricultural runoff) in gaged flows associated with groundwater withdrawals. The baseline flow records extended from May 1, 1950, through December 31, 2021. Flow-based blocks, corresponding with low, medium, and high flow ranges were identified for each creek based on fish passage water depths and the sensitivity of floodplain inundation to flow reduction at either the USGS Horse Creek at SR72 near Arcadia, FL (No. 02297310) gage or the USGS Charlie Creek near Gardner, FL (No. 02296500) gage.

A percent-of-flow approach was used with block-specific criteria that address instream and floodplain habitats to develop recommended minimum flows for Horse Creek and Charlie Creek that ensure maintenance of 85% of the most sensitive criteria, and by default, all other assessed criteria associated with the resource management goals. A low flow threshold was also identified for each creek to protect flow continuity and ensure water depths sufficient for fish passage. Additional assessments were conducted to ensure all relevant environmental values identified by the Florida Water Resources Implementation Rule would be protected by the recommended minimum flows.

The recommended minimum flows for Horse Creek are 100% of the flow under low flow conditions, i.e., when flows are 15 cfs or less (Block 1). They allow a 12% reduction of the previous day's daily flow during moderate flow conditions, i.e., when flows are greater than 15 cfs but less than or equal to 65 cfs (Block 2). Under high flow conditions, the recommended minimum flows allow a 14% reduction of the previous day's daily flow when flows are greater than 65 cfs and less than or equal to 172 cfs (Block 3a) and allow an 11% reduction when flows are greater than 173 cfs (Block 3b).

The recommended minimum flows for Charlie Creek are 100% of the flow under low flow conditions, i.e., when flows are 27 cfs or less (Block 1). They allow a 14% reduction of the previous day's daily flow during moderate flow conditions, i.e., when flows are greater than 27 cfs but less than or equal to 120 cfs (Block 2). Under high flow conditions, the recommended minimum flows allow a 12% reduction of the previous day's daily flow when flows are greater than 120 cfs and less than or equal to 335 cfs (Block 3a) and allow a 9% reduction when flows are greater than 335 cfs (Block 3b).

The recommended minimum flows for both creeks are currently being met and are expected to be met over the next 20 years, so the development of a recovery or prevention strategy is not necessary. The recommended minimum flows for Horse Creek and Charlie Creek are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule when establishing minimum flows and levels.

The data, methods, and models used to support development of the proposed minimum flows are summarized in two technical reports, "Recommended Minimum Flows for Horse Creek, Draft Report," and "Recommended Minimum Flows for Charlie Creek, Draft Report," which are provided under separate cover.

Benefits/Costs

The recommended minimum flows were developed to ensure that the environmental values associated with Horse Creek and Charlie Creek are protected from significant harm that could result from further withdrawals. The adopted minimum flows for these systems will support the District's water supply planning, water use permitting, and environmental resource permitting programs.

The next step toward establishing minimum flows for Horse Creek and Charlie Creek involves peer review of the recommended minimum flows by an independent scientific panel. The District will facilitate the review, which will be conducted by a single panel, involve opportunities for public and stakeholder input, and culminate in the panel submitting a final report to the Governing Board at a future meeting. Staff response to the peer review will also be provided to the Board at that time. In addition to the planned peer review, staff will facilitate other opportunities for stakeholder input, including the hosting of a publicly noticed meeting or meetings and other meetings for sharing information concerning the recommended minimum flows. Finally, based on staff consideration of the peer review report and stakeholder input, staff will return to the Board with proposed rule language to establish minimum flows for Horse Creek and Charlie Creek.

Staff Recommendation:

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

Presenter:

Kristina Deak, Senior Environmental Scientist, Natural Systems & Restoration

Governing Board Meeting
June 27, 2023

5. OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

5.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion 121

5.2 **Discussion:** Information Item: Hydrologic Conditions Report 122

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

June 27, 2023

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

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

Presenter:

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

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

June 27, 2023

Discussion: Information Item: Hydrologic Conditions Report

- May is the last month of the 8-month dry season (October through May) and although regional rainfall totals for the month were within the normal and wetter than normal ranges throughout the District, hydrologic condition responses were mixed.
- **Rainfall:** Monthly rainfall totals were considered normal in the northern region, while wetter than normal in the central and southern regions of the District. The Districtwide 12-month cumulative rainfall totals increased, ending the month at a deficit of 0.58 inches. The northern counties had the largest 12-month rainfall deficit at 10.22 inches.
- **Streamflow:** Streamflow decreased at six of the twelve monitoring stations, while it increased at five stations, compared to last month. One station reported above-normal flow, eight stations reported normal flow, two stations reported below-normal flow, and one reported incomplete data. Regional streamflow, based on three index rivers, ended the month below normal in the northern region, while it was normal in the central and southern regions.
- **Groundwater:** The regional aquifer level percentile increased in all three regions of the District, compared to last month. The regional levels ended the month within the normal range in all three regions of the District.
- **Lake Levels:** Regional lake levels decreased in all four lake regions of the District. Regional lake levels ended the month below normal in the Northern, Tampa Bay and Lake Wales Ridge regions, while they ended the month within the normal range in the Polk Uplands region.
- **Overall:** Although rainfall was considered normal or wetter than normal throughout the District, regional hydrologic indicator responses were mixed (i.e., some increases and some decreases) due to rainfall spatial variability. Currently, the National Oceanic and Atmospheric Administration (NOAA) predicts above-normal rainfall through August 2023. The risk for wildfire has declined, yet remains at low to moderate levels, depending on location.

Staff Recommendation:

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

Presenter:

Tamera McBride, Hydrologic Data Manager, Data Collection

Governing Board Meeting

June 27, 2023

6. REGULATION COMMITTEE

6.1	Discussion: Information Item: Consent Item(s) Moved to Discussion.....	123
6.2	Discussion: Action Item: Denials Referred to the Governing Board	124

REGULATION COMMITTEE

June 27, 2023

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

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

Presenter:

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

REGULATION COMMITTEE

June 27, 2023

Discussion: Action Item: Denials Referred to the Governing Board

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

Staff Recommendation:

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

Presenter:

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

Governing Board Meeting

June 27, 2023

7. GENERAL COUNSEL'S REPORT

7.1 **Discussion:** Information Item: Consent Item(s) Moved to Discussion 125

GENERAL COUNSEL'S REPORT

June 27, 2023

Discussion: Information Item: Consent Item(s) Moved to Discussion

Staff Recommendation:

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

Presenter:

Chris Tumminia, General Counsel, Office of General Counsel

COMMITTEE/LIAISON REPORTS

June 27, 2023

Discussion: Information Item: Industrial Advisory Committee

Staff Recommendation:

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

Presenter:

Ashley Bell Barnett, Board Member

COMMITTEE/LIAISON REPORTS

June 27, 2023

Discussion: Information Item: Public Supply Advisory Committee

This meeting was replaced with May 5 field trip.

Presenter:

Ed Armstrong, Chair

EXECUTIVE DIRECTOR'S REPORT

June 27, 2023

Discussion: Information Item: Executive Director's Report

Staff Recommendation:

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

Presenter:

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

CHAIR'S REPORT

June 27, 2023

Discussion: Information Item: Chair's Report

Staff Recommendation:

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

Presenter:

Ed Armstrong, Chair

CHAIR'S REPORT

June 27, 2023

Discussion: Information Item: Employee Milestones

Staff Recommendation:

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

Presenter:

Ed Armstrong, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year
5	06/04/2018	Amanda Siff	Document Imaging Technician, Lead	Brooksville	General Services	2023
5	06/04/2018	Katherine Munson	Communications Coordinator, Lead	Brooksville	Commun Board Svc	2023
5	06/04/2018	Katie Davis	Accountant 1	Brooksville	Finance	2023
5	06/25/2018	Lauren Vossler	Administrative Coordinator	Brooksville	Commun Board Svc	2023
5	06/11/2018	Melissa Casas	Network Systems Security Administrator	Brooksville	InformationTechnology	2023
5	06/04/2018	Sam Bejaoui	Infrastructure Admin, Senior	Brooksville	InformationTechnology	2023
5	06/11/2018	T. J. Venning	Environmental Scientist, Staff	Brooksville	Nat Sys Restoration	2023
10	06/10/2013	Lori Kalman	Payroll Accountant Lead	Brooksville	Finance	2023
15	06/30/2008	Terese Power	Manager, Engineering and Watershed Management	Brooksville	Engineering Proj Mgmt	2023
20	06/09/2003	Michael Bench	Regulatory Support Supervisor	Tampa	Regulatory Support	2023
25	06/01/1998	Jeff Whealton	Agricultural Regulation Program Manager	Tampa	Environment Res Perm	2023
25	06/01/1998	Tim Major	Geomatics Technician 2	Brooksville	Data Collection	2023
35	06/20/1988	Steve DeSmith	Geologist, Senior Professional	Brooksville	Data Collection	2023