

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION TO SUBMIT OFFER (ITO) # LRS 2123 TO LEASE PROPERTY
FOR USE AS APIARY SITES**

The Governing Board of the St. Johns River Water Management District (“District”) requests offers from qualified Respondents for an apiary lease on a portion of the District’s Buck Lake Conservation Area in Brevard and Volusia Counties, Florida and Seminole Ranch Conservation Area in Brevard and Orange Counties, Florida. The property available for lease consists of three 0.25-acre sites (two sites at Buck Lake Conservation Area and one site at Seminole Ranch Conservation Area), totaling approximately 0.75 acre (the Property). See maps attached as Exhibit “A” for approximate site locations. Up to 100 colonies per 0.25-acre site is authorized. Each site is inclusive of at least 10 acres for foraging. All colonies must be a minimum of 100 feet from any trail unless specific prior written authorization is obtained by the District’s Land Manager. Please review the requirements and specifications herein. The lease term is for 5 years.

Interested parties must respond to the solicitation below by 2 p.m. on March 30, 2021. ITO packages may be obtained from the District’s website at <http://www.sjrwmd.com/land/apiarylease> or by calling Diana Bankhardt, at (386) 329-4557.

PROPOSED SCHEDULE

February 25, 2021	Advertisement/Release of Invitation to Offer
March 10, 2021	Voluntary Inspection of Property at 9:00 a.m. to begin at Seminole Ranch Conservation Area - 201 Hatbill Road, Mims, FL 32754.
*March 12, 2021	Voluntary Teleconference for Review of the Bid Package at 10:00 a.m. Teleconference information will be emailed to the apiary email group. If you are not in the email group, please contact Diana Bankhardt at 386-329-4557 or dbankhar@sjrwmd.com . If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice). *
March 18, 2021	Last day for potential respondent requests for a written interpretation or correction of original ITO documents.
*March 30, 2021	Responses to Invitation to Offer due before 2:00 p.m. on March 30, 2021. Opening will occur at 2:00 p.m. The teleconference information will be emailed at least one day prior to the bid opening date to the apiary group and to anyone who has contacted Diana Bankhardt. If you are hearing or speech impaired, please contact the district using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice). *
April 1, 2021	Notice of Intent to Award (see District website)
April 5, 2021	Request for Executive Director’s authorization of lease.

***Denotes a public meeting. The teleconference information will be emailed to potential bidders. Due to Covid-19 precautions, opening of offers will be via teleconference. If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice).**

VOLUNTARY SITE VISIT

The Property is leased as is. By providing an offer, Respondent is acknowledging satisfaction with the suitability and condition of the Property. Attendance at the voluntary site visit is not required by a company representative to qualify to submit an offer; however, it is beneficial for understanding the site conditions and to ask questions about the Property and District requirements.

On March 10, 2021, the District will conduct a VOLUNTARY site visit starting at 9:00 a.m. eastern.

Location: The meeting place for the site visit will be at the Seminole Ranch Conservation Area. The 911 address of the site visit 201 Hatbill Road, Mims, FL 32754. A 4x4 vehicle is recommended, but not required for the site visit.

Additional facts regarding the locations are provided below to assist prospective Respondents in determining their interest in leasing these properties.

- Buck Lake Conservation Area has seasonal hunting; the other property does not.
- Seasonal flooding is possible.
- A Portion of Buck Lake Conservation Area has a cattle lease.
- Most areas will have prescribed burns every 2-5 years; however, hives normally do not need to be removed.

All Sites contain grasses, Sabal and Saw Palmettos. Buck Lake Conservation Area has a few remnant citrus trees. Seminole Ranch Conservation Area is in a clearing on a high spot surrounded by large marshes with many Brazilian peppers.

OPENING OF OFFERS

Date, March 30, 2021 at 2:00 p.m.

St. Johns River Water Management District Headquarters
4049 Reid Street, Palatka, Florida, 32177

(Due to Covid-19 precautions, opening of offers will be via teleconference)

The opening of offers will be via teleconference. The teleconference information will be emailed to potential bidders at least one day prior to the offer opening date. **If you are hearing or speech impaired, please contact the District using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice).**

Please help make our leasing process better: If you decide not to make an offer, please take a moment and state your reason below and drop this page in the mail to the Project Manager or email the Project Manager with your reason. Her contact information is in the Instructions to Respondents section below.

PART I: INSTRUCTIONS TO RESPONDENTS

- 1. PROJECT MANAGER.** All inquiries related to this Invitation to Offer may only be directed to the Project Manager:

Diana Bankhardt, Real Estate Services Coordinator/Project Manager
4049 Reid Street, Palatka, FL 32177
Phone: (386) 329-4557
E-mail: dbankhar@sjrwmd.com
Real Estate Services Program

Between the release of this ITO and the posting of the notice of intended decision, Respondents to this ITO or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this ITO, except the employee listed above. Violation of this provision is grounds for rejecting an offer.

- 2. WHERE TO DELIVER OFFER.** All offers must be submitted in sealed envelopes with the OFFER (ITO) NUMBER and opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering (visible on the outside of the envelope) to:

St. Johns River Water Management District
ITO # LRS 2123
ATTN: Diana Bankhardt
Real Estate Services Program
4049 Reid Street
Palatka, FL 32177

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District's experience is that Federal Express and United Parcel Service will. **When using these postal services remember to ensure the outer envelope clearly identifies ITO number and opening date and time.**

The Florida Public Records Act, section 119.071(1)(b), Fla. Stat., exempts sealed bids from inspection, and copying until such time as the District provides notice of an intended decision, pursuant to section 120.57(3)(a), Fla. Stat., or until 30 days after the bid opening, whichever is earlier. This exemption is not waived by the public opening of the bids.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the bid is a trade secret as defined in section 812.081, Fla. Stat., and exempt from disclosure pursuant to 815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its bid and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a bid for excessive or unwarranted assertion of trade secret confidentiality and return the bid to Respondent.

3. **OFFER OPENING AND AWARD.** Respondents or their authorized agents are invited to attend the offer opening. The offers will be opened and read at the time and place specified in the proposed schedule above. The lease will be awarded to the responsive and responsible Respondent with the highest offer based on the District's sole judgment. Once that process is complete, the District shall publish its notice of intent to lease the Property. If there is a tie, the award shall be made by coin flip. The estimated date for the notice is within two weeks after the opening of the offers.
4. **RIGHT OF CURRENT LESSEE.** A part of this Property is not currently under lease.
5. **PREPARATION AND ORGANIZATION OF DOCUMENTS.** Respondents **must** submit the following fully executed documents on reproduced copies of the attached forms provided in PART III: FORMS.
 - a. Offer Response Form
 - b. Respondent Qualifications and Reference Form
 - c. Submit a copy of your current Apiary Certificate from FDACS
 - d. Certificate as to Business Entity (if applicable)
 - e. Revenue Offer Schedule

Respondents are requested to submit the original and one copy of their offer package in the form and manner specified below. All blank spaces completed on the ITO documents must be typewritten or legibly printed in ink. Respondent must specify the revenue per site offered on Revenue Offer schedule.

6. **INQUIRIES AND ADDENDA.** District staff are not authorized to orally interpret the meaning of the General Conditions or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. To be binding upon the District the interpretation or correction must be given by the Project Manager and must be in writing. The Project Manager may orally explain the District's procedures and assist Respondents in referring to any applicable provision in these documents, but the Respondent is ultimately responsible for submitting the offer in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received by 5:00 p.m. on March 18, 2021 to be considered. Requests may be submitted by e-mail at dbankhar@sjrwmd.com. **Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted on the District's website at <http://www.sjrwmd.com/lands/apiary-lease/> and emailed to all prospective Respondents not later than five days before the date fixed for the opening of offers.**

Submission of an offer constitutes acknowledgment of receipt of all addenda. Offers will be construed as though all addenda have been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under this ITO, as submitted. All addenda become part of the Agreement.

7. **MINIMUM QUALIFICATIONS.** Respondent must use the “Qualification” forms provided in these documents to document the minimum qualification listed below. Failure to include these forms with the offer may be considered non-responsive. The minimum qualifications necessary to qualify for this lease to be awarded are:
- a) Respondent must have a current Certificate of Apiary Registration for an apiary operation issued by the Florida Department of Agricultural and Consumer Services – Division of Plant Industry (FDACS),
 - b) Respondent must have one-years’ experience managing an Apiary as of the date responses are due to the District along with 3 references and any other documentation required to validate proof of meeting this requirement, and
 - c) Respondent must have all licenses, permits and certifications required by federal, state and local law, rules, and regulations.

Irrespective of the minimum qualifications stated above, the District may make such investigations, as it deems necessary to determine the ability of the Respondent to perform the Lease terms. The District reserves the right to reject any offer if the evidence submitted by such Respondent and/or the District’s independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Lease and manage the apiaries and Property in a manner acceptable to the District. The District reserves the right to waive minor deviations in an otherwise valid offer.

8. **GENERAL CONDITIONS.**

- a. **INTERNET AVAILABILITY.** District Invitations to Offer, changes, delays, addenda, and questions and answers are available for review and download at <http://www.sjrwmd.com/lands/apiary-lease/>. Persons/firms receiving this ITO are responsible to check for any changes or addenda.
- b. **DEVELOPMENT COST.** Neither the District nor its representative will be liable for any expenses incurred in connection with preparation of an offer for this ITO. All offers should be prepared simply and economically providing a straightforward and concise description of the Respondent’s ability to meet the requirements of this ITO. Respondents are responsible for all costs associated with the preparation of their offers.
- c. **CONFLICT OF INTEREST.** The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their offer the name of any officer, director, or agent who is also a District employee. Further, all Respondents must disclose the name of any District employee who owns, directly or indirectly, an interest of five percent or more in the Respondent’s firm or any of its branches.

The Respondent hereby agrees that, at the time of execution of an agreement, the Respondent will not be involved in any matters which adversely affect any interest or position of the District, and that the Respondent has no relationship with any third party relating to any matters which adversely affect any interest or position of the District. The Respondent will not accept during the term of the agreement,

or any renewal thereof, any retainer or employment from a third-party whose interests appear to be conflicting or inconsistent with those of the District.

d. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the offer:

- i. Contacting a District employee or officer other than the project manager named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- ii. Submission of more than one offer for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- iii. Evidence of collusion among Respondents;
- iv. Submission of materially false information with the offer;
- v. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- vi. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
- vii. Respondent is failing to adequately perform on any existing contract with the District;
- viii. Respondent has defaulted on a previous contract with the District;
- ix. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- x. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

e. REJECTION OF OFFER.

Offers must be delivered to the specified location and received before the ITO opening to be considered. Untimely offers will be returned to the Respondent unopened. Offers will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any offer not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid offer.

The District reserves the right to reject all offers and cancel this ITO when it determines, in its sole judgment and discretion, that it is not in the best interest to award the lease. The District will give notice of cancellation by posting a notice on the District's website.

- f. **WITHDRAWAL OF OFFERS.** Respondents may withdraw its offer if it submits a signed written request to the District before the date and time set forth for opening of the ITO. The written request

to withdraw the offer must be signed by an authorized representative of the Respondent and received by the District before said opening.

- g. **SIGNATURE REQUIREMENTS.** An authorized representative of the Respondent must manually sign the attached Offer Response Form and Revenue Offer Schedule Form where indicated. The signature must be in non-erasable ink. All corrections made to the offer by the Respondent must be initialed in ink by Respondent. All offers must be submitted complete. Any incomplete offers will be considered non-responsive by the District.
- h. **RESPONDENT QUALIFICATIONS AND REFERENCES FORM.** The Respondent must provide evidence of meeting minimum qualifications on this form, or by documents submitted therewith, for the District to verify the minimum qualifications outlined in Paragraph 7 above are met. An incomplete Qualifications and References Form, or inability for the District to verify information provided therein via references or other means, may result in the offer being deemed as non-responsive by the District.
- i. **ASSIGNMENT OF LEASE.** No offer, after acceptance by the District, nor any Lease Agreement, shall be assigned by the Respondent. However, a Lessee may enter into a maximum of two Sub-leases, with no more than one Sub-lease per Conservation Area, and only after obtaining prior written approval from the District's Land Manager. The Lessee shall be held responsible for all actions of Sub-lessees and shall ensure that all Sub-lessees perform in accordance with the conditions of the Lease. Should a Sub-lessee fail to perform in accordance with this Lease, District may consider Lessee in default in accordance with the terms of the lease.
- j. **EXECUTION OF LEASE.** By submitting an offer, Respondent agrees to all the terms and conditions of this ITO and Lease Agreement. Any request for revisions to the Lease Agreement must be submitted under the procedure set forth above under Paragraph 6 for Inquiries. The District will consider the request and may agree to modify the terms and conditions of the Lease Agreement in its sole discretion. The laws of the State of Florida will govern any lease agreement resulting from this ITO. The District will not agree to a provision that obligates the District to indemnify Respondent or any third party, or any other provision that is inconsistent with Florida law. The Lease Agreement must be executed by successful Respondent before execution by the District. No lease shall be formed as a result of this ITO until both the District and successful Respondent execute a lease agreement. Failure of the successful Respondent to enter into a lease within 30 days of award or timely submit the required evidence of insurance coverage, or any other matter required by the ITO will result in a requirement that the successful Respondent post a bid bond for all future ITOs and will be just cause, if the District so elects, for the cancellation of the award in this ITO.
- k. **LAW COMPLIANCE.** The Respondent will abide by all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this ITO. The Respondent will not discriminate against any employee or applicant for employment based on race, color, religion, sex, handicap, disability, marital status or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this ITO.

9. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

PART II – SCOPE AND PROPERTY SPECIFICATIONS

The following provides fundamental information about the Property and is provided to assist the Respondent in preparing its offer.

1. **DESCRIPTION.** The Property to be leased is a total of approximately 0.75 acre consisting of three 0.25-acre colony sites, with authorization of up to 100 colonies per site. Each site is inclusive of at least 10 acres for foraging. Prospective Respondents must bid on all sites. Only one lease will be awarded for all three sites. Lessee does not have to use all three sites continuously; some sites may be left vacant during the lease term. All colonies must be at least a minimum of 100 feet from any trail unless specific prior written approval is obtained by the District's Land Manager. Two 0.25-acre sites are located in the District's Buck Lake Conservation Area and one 0.25-acre site is located in the District's Seminole Ranch Conservation Area . These conservation areas are located in Brevard, Volusia and Orange Counties. Up to a maximum of two sub-leases may be authorized with prior written approval from the District's Land Manager. No more than one sub-lease per Conservation Area will be authorized. Locations are further identified in the maps attached as Exhibit A.
2. **Apiary Colonies.** The maximum number of colonies per 0.25-acre site is 100. Lessee shall comply with Paragraphs 3 through 9 of the Florida Department of Agriculture and Consumer Services Beekeeper Compliance Agreement entitled "Best Management Requirements for Maintaining European Honey Bee Colonies on Non-agricultural Lands", a copy of which is attached as Exhibit B to the attached Apiary Lease Agreement.
3. **TERM OF LEASE.** The term of the lease is five years from the date of commencement of the Lease Agreement.
4. **LEASE RATE.** The annual rent will remain the same during the 5-year term of the lease.
5. **OTHER TERMS AND CONDITIONS.** The Apiary Lease Agreement is attached hereto identifying all terms and conditions.

PART III – FORMS
OFFER RESPONSE FORM
(This form to be included in ITO submittal)

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this ITO as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has an interest in this ITO or in the Lease to be entered into; that this ITO is made without connection with any other person, company, or parties making an offer; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Lease, and that no such person shall have any such interest at any time during the term of the Lease, should it be awarded to Respondent.

Respondent further declares that it has examined the agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined or had the opportunity to examine and waives any objection to the Property; it has read all of the addenda furnished before the ITO opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Lease and the Property.

Respondent agrees that if its Offer is accepted, Respondent shall contract with the District in the form of the attached Lease Agreement and shall furnish everything necessary to comply with the conditions specified in the ITO and Lease and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

RESPONDENT NAME: (Company Name as Contained on Corporate Seal)

Mailing Address

Telephone Number Fax Number Email Address

Respondent Authorized Signature Date Print Name and Title

RESPONDENT QUALIFICATIONS AND REFERENCES FORM

(This form to be included in ITO submittal)

MINIMUM QUALIFICATIONS: Respondent must have a **minimum of one year of experience in managing an apiary operation as of the date the response is due and a current FDACS Certificate of Apiary Registration.** At a minimum, the Respondent must provide a copy of the required Certificate of Apiary Registration; any and all licenses, permits and other certifications required by federal, state, and local laws, rules and regulations; and three references as to their meeting the minimum one year's experience of managing an apiary operation.

- 1. Reference's Business Name: _____
Contact Person: _____
Address: _____
Phone Number: _____
E-mail Address (not mandatory): _____

- 2. Reference's Business Name: _____
Contact Person: _____
Address: _____
Phone Number: _____
E-mail Address (not mandatory): _____

- 3. Reference's Business Name: _____
Contact Person: _____
Address: _____
Phone Number: _____
E-mail Address (not mandatory): _____

The undersigned Respondent certifies that all references and information provided on this Qualifications and References Form are true and correct to the best of his/her knowledge.

Mailing Address

Telephone Number Fax Number Email Address

RESPONDENT COMPANY'S NAME (as identified at <http://www.sunbiz.org/>)

Respondent Authorized Signature Date Print Name and Title

CERTIFICATE AS TO ENTITY
(This form to be included in ITO submittal)

The below entity is organized under the law of the State of _____; is authorized by law to respond to this Invitation to Submit Offer to Lease Property for Use as Apiary Sites and to perform all work and furnish materials and equipment required under the Lease Agreement and is authorized to do business in the State of Florida.

Entity Name: _____

Type of Entity (Corp, LLC, Partnership): _____

Principal Address: _____

Registration No. _____

Registered Agent & Address: _____

Name of Entity: _____

By: _____

Title: _____

(Affix Seal)

Attestation of Corporate Secretary (or witnesses if not a Corporation):

The full names and business or residence addresses of persons or firms interested in the foregoing ITO as principals, officers, managers, or partners of Respondent are as follows (specifically include the President, Secretary and Treasurer and offices held for a corporation/include the manager(s) or managing members for a limited liability company/include the partners for a partnership).

Identify any parent, subsidiary or sister entities involving the same or substantially the same officers, directors, managers or partners that will or may be involved in performance of the activities under the ITO, and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the State of Florida, or a copy of the application that has been accepted by the State of Florida to do business in the State of Florida, for the Respondent and/or all out-of-state entities that are listed pursuant to this form.

REVENUE OFFER SCHEDULE
(This form to be included in ITO submittal)

Invitation to Submit Offer to be opened at 2:00 p.m., on March 30, 2021.

TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting offers from qualified Respondents for the lease of apiary sites in the District's South-Central Region (Buck Lake and Seminole Ranch Conservation Areas), identified in ITO # LRS 2123, the under-signed proposes to enter into the Lease Agreement and pay the District the following lease fees:

The Respondent (potential Lessee) agrees to pay the LESSOR (DISTRICT) an annual lease fee as identified below. Any current or past Lessee of the District in default for violation of the entity/individual's current or prior District lease may be deemed disqualified and such submittal may be rejected for not meeting minimum qualifications.

For Total Offer:

Offer of fee to be paid per 0.25-acre site: _____

Number of sites: Three (3)

TOTAL ITO OFFER for annual lease fee (Fee per 0.25-acres x 3 sites) = _____

TOTAL OFFER FOR ANNUAL LEASE FEE IN WORDS _____

I HEREBY ACKNOWLEDGE, as Respondent or as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this ITO and upon award of such ITO, shall comply with such terms and conditions.

RESPONDENT NAME: (Legal Name of corporation, limited liability company or partnership, if applicable)

Mailing Address

Telephone Number

Fax Number

Email Address

Authorized Signature

Date

Print Name and Title

EXHIBIT "A"
APIARY LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____ 2021, by and between the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 (hereinafter "District"), and _____, whose mailing address is _____, Florida (hereinafter "Lessee"). Wherever used herein, the terms "District" and "Lessee" include their officers, agents, employees, contractors, or assigns, the heirs and legal representatives of individuals, and the successors of corporations, partnerships, public bodies, and quasi-public bodies.

WHEREAS, District is the owner of certain real property located in Brevard, Volusia and Orange County, Florida, known as Buck Lake and Seminole Ranch Conservation Areas . Lessee desires to lease a portion thereof, consisting of three 0.25-acre sites for a total of approximately 0.75 acre, as more particularly depicted in Exhibit "A" attached hereto and made a part hereof (the "Property"), for conducting an apiary operation; and

WHEREAS, use of the Property for apiary activities as provided herein is consistent with the District's land management goals for the Property and provides interim management and security for the Property; and

WHEREAS, this Lease is being entered into by District pursuant to section 373.093, Florida Statutes.

NOW, THEREFORE, based on the above premises, which are hereby made a part of this Lease, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Lease of Property. Subject to the reservations, restrictions and obligations hereinafter set forth, the District leases to Lessee and Lessee leases from the District the right to use the Property for the specific and limited purpose of conducting and maintaining an apiary operation and for no other purpose whatsoever. This Lease does not create any easements in the Property. No act taken pursuant to this Lease shall be construed to be a pledge of credit by the District. Lessee does not have to use all three sites continuously; some sites may be left vacant during the lease term. Up to a maximum of two sub-leases may be authorized with prior written approval from the District's Land Manager. No more than 1 sub-lease will be authorized per District conservation area. Lessee will remain responsible for all aspects of the lease including the activities of any Sub-lessee and may be held in default due to actions of their Sub-lessee.
2. Term. The initial term of this Lease shall be for a period of five years, commencing on April 27, 2021, and terminating on April 26, 2026, ("Term").
3. Effective Date. For all purposes of this Lease, the Effective Date hereof shall mean the date when the last of the District or Lessee has executed the same, which date shall be inserted at the top of this page.
4. Lease Fee. Lessee shall pay District an Annual Lease Fee (the "Fee") in the amount of _____ Dollars and _____ Cents (\$_____), based upon an annual leasing fee of \$_____ per site for a total of three (3) apiary sites. The Fee shall be due and payable in advance, without notice or setoff, on or before the Effective Date, and continuing thereafter on or before the anniversary of the Effective Date for each year that this Lease remains in effect. All payments shall be made payable to District by check, money order, or electronic deposit, and, if paid by check or money order, mailed or hand delivered to the

Director of Real Estate Services Program at the address set forth in Paragraph 12, or as otherwise designated in writing by District. The Fee shall be paid free from and without regard to any claims, demands, or set-offs against the District of any kind.

5. District's Reserved Rights. All rights not expressly granted to Lessee pursuant to this Lease are reserved by the District. In addition, the District specifically reserves the rights set forth below.
- (a) The District may use the Property for water management purposes, as the District in its sole discretion determines are necessary, provided that such use shall not unreasonably interfere with Lessee's use of the Property as authorized herein.
 - (b) The District, its officers, agents, consultants and employees, upon reasonable notice to Lessee, may enter the Property for the purpose of scientific investigation, surveying, the taking of soil borings, or such other uses as may be determined by the District, so long as such entry and use does not unreasonably interfere with Lessee's authorized use of the Property. Such persons shall promptly close and lock any gates through which they pass. Boring holes shall be promptly filled and packed to the surrounding earth level.
 - (c) The District, its officers, agents, consultants and employees may, at any reasonable time and without prior notice to Lessee, inspect the Property for the purpose of examining the condition and use thereof and otherwise determining Lessee's compliance with this Lease.
 - (d) The District may grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges to others over, under, through or across the Property, provided that such grant shall not unreasonably interfere with Lessee's use of the Property as authorized herein.
 - (e) The Property is part of a larger conservation area acquired by the District. The District reserves for its use and occupancy during the term of this Lease, rights-of-way across the Property in order to access the District's remaining lands; provided, however, that such access shall not damage or disrupt Lessee's authorized use of the Property. The location of such rights-of-way to both the Property and the remainder of the District's lands shall be discussed with Lessee; provided that the District shall make the final decision regarding the exact location and uses of such rights-of-way.
6. Lease Requirements Pertaining to Use and Maintenance of the Property.
- (a) "AS IS, WHERE IS" condition of Property. The Property is being leased to Lessee in "AS IS" and "WHERE IS" condition. The District has not determined and makes no representations that the Property is suitable for the purposes set forth herein. The District shall not bear any financial cost or obligation to Lessee as a result of this Lease.
 - (b) Security. As additional consideration for this Lease, Lessee shall provide, while physically present on the Property, surveillance and security for the Property, including checking gates and fences and reporting law violations, crimes and vandalism to the District and proper authorities. Lessee will, to the best of its ability, assist in protecting the Property against trespassers, poachers, and vandals. The District, through its Southern Region Land Manager, must be immediately notified if any lock is added to or removed from gates occupying the Property.

- (c) Additional structures. Except as specifically provided herein, no additional structures (i.e., buildings, fencing, road material, etc.) or other man-made alterations will be placed on or made to the Property without prior written District consent.
- (d) District coordination. All activities, other than those specifically set forth herein, shall be coordinated with and approved by the District's South Central Region Land Manager, Graham Williams, (904) 237-1406, gwilliams@sjrwmd.com, or such other person designated by the District in writing.
- (e) Lessee control of Property. During the term of this Lease, Lessee is solely responsible for the conduct and control of all activities by Lessee, its employees, licensees, and invitees, on the Property. Lessee has the sole and complete duty to ensure the safety of all persons utilizing the Property in any capacity related to Lessee's use thereof. The District does not, by or through its activities in inspecting the Property and reviewing Lessee's activities thereon for the purposes of this Lease, assume any duty as to the condition of the Property with regard to the safety of Lessee, its employees, licensees, and invitees. Nor does the District assume any duty for the benefit of third parties or governmental agencies regarding compliance with permit conditions or any other matters associated with Lessee's activities under this Lease. Lessee is solely and directly responsible to any such third parties for all liability associated with its activities under this Lease.
- (f) Lessee maintenance of Property. Lessee, at its own expense, shall keep and maintain the Property and all Lessee improvements thereon in a good state of appearance and order. Except as provided in paragraph 7(b), Lessee is prohibited from defacing or cutting of live or dead trees, plants or plant materials. Lessee shall, at its own expense, upon expiration or termination of this Lease, surrender the Property in "same as found" condition. Lessee shall not dump or place any garbage or refuse on the Property.
- (g) Lessee's personal property. All personal property placed upon the Property by Lessee shall be at Lessee's sole risk of loss. Under no circumstance shall the District be liable for any damage to or loss of any such personal property. All personal property shall be removed from the Property upon expiration or termination of this Lease as otherwise provided herein. Any personal property that remains on the Property after it is required to be removed may be deemed abandoned and retained by the District as its property or disposed of in such manner as the District may see fit without accountability or liability to Lessee. Upon termination as provided in paragraph 13, or expiration of the Lease term, Lessee shall have 30 days in which to remove all of Lessee's personal property and equipment from the Property.
- (h) Laws and regulations. Lessee shall abide by all applicable governmental rules, regulations, ordinances and laws with respect to Lessee's use of the Property. No illegal, unlawful, offensive or immoral activities will take place on the Property.
- (i) Hunting. No hunting shall take place on the Property.
- (j) Archaeology. Lessee and its employees, invitees and licensees shall not collect artifacts or disturb archaeological or historic sites.

7. Additional Specific Conditions Applicable to Authorized Use of the Property

- (a) Initial placement of apiary sites must be approved by the Land Manager before installation. Placement of sites may be revised during the lease term by prior written approval of the District's Land Manager. Any revised site locations must remain in the same county and same Conservation Area as originally designated. Lessee shall notify South Central Region Land Manager prior to each time that colonies are moved on and off each site during the term of this Lease. A maximum of 100 colonies may be located at each site.
- (b) Clearing of vegetation shall be limited to small shrubs, weeds, and grasses surrounding colonies within each of the sites. Lessee shall make no other physical improvements or alterations to the Property.
- (c) During the term of this Lease, Lessee must maintain a Certificate of Apiary Registration issued by the Florida Department of Agricultural and Consumer Services – Division of Plant Industry (FDACS) covering the number of colonies Lessee is keeping on the property, and shall practice Best Management Practices (BMPs) for beekeeping activities as established by FDACS. Lessee shall comply with Paragraphs 3 through 9 of the FDACS Beekeeper Compliance Agreement entitled "Best Management Requirements for Maintaining European Honey Bee Colonies on Non-Agricultural Lands" in Exhibit "B" attached hereto and made a part hereof.
- (d) Lessee's activities shall be limited to 0.25 acre per site as identified on attached map, Exhibit A. Apiary sites should be at least 0.25 miles from public parking areas and more than 100 feet from the nearest road or trail used by the public unless apiary site has received specific Land Management approval beforehand.
- (e) All apiary sites shall be permanently marked and include the name of the apiarist. Signs warning that colonies are present shall be placed where they can be read by persons approaching the apiary site. Warning signs shall be located at least 50 feet away from the actual colonies.
- (f) Lessee acknowledges that the District conducts certain land management activities on the Property that include, but are not limited to, the use of prescribed fire. Although efforts will be made to place apiaries in areas not scheduled for burning, the District does not guarantee the safety of the colonies. Fire management will not be altered in any way around apiary sites and District staff will not be responsible for defending these areas from fire.
- (g) Lessee agrees to remove colonies and all other property within 30 days following termination of this Lease. Lessee further agrees that the District shall be entitled to collect from Lessee any and all costs that the District may incur as a result of Lessee's failure to comply with this condition.

8. Insurance

- (a) Lessee must at all times maintain a Commercial General Liability Coverage afforded under a Commercial General Liability policy with limits not less than:
- \$300,000 each occurrence Bodily Injury, Property Damage and Personal and Advertising Injury
 - \$300,000 each occurrence for Products and Completed Operations

The District its officers, employees, agents, and invitees are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Lessee. The coverage shall

contain no special limitation on the scope of protection afforded to the District, its officers, employees, agents and invitees.

The Lessee's general liability insurance shall include: (1) endorsement that waives any right of subrogation against the District; and (2) endorsement to give the District not less than thirty (30) days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements and provided to the District prior to this Lease becoming effective.

- (b) Lessee must at all times maintain auto insurance meeting minimum Florida statutory requirements for each vehicle used on the Property.
- (c) Insurance coverage must be placed with insurers having an A.M. Best rating of A-V or greater. At least ten days prior to the expiration of any required coverage, a certificate showing that such coverage has been renewed shall be filed with the District. If coverage is canceled or reduced, Lessee shall, within 30 days after receipt of notice thereof, file with the District a certificate showing that such coverage has been reinstated or provided through another insurance company. If Lessee at any time fails to obtain required insurance coverage, the District may obtain such coverage and Lessee shall reimburse the District for the cost thereof, plus 10% for administrative overhead.

9. Waiver of Liability and Indemnity.

- (a) Under no circumstance shall the District be liable to Lessee, its licensees, invitees, or Sub-lessees for damage to Lessee's, or Lessee's licensees', invitees', or Sub-lessees' personal or other property, or for death or personal injury to Lessee, its licensees, invitees, or Sub-lessees, as a result of the activities authorized by this Lease. Lessee agrees to protect, defend, save, indemnify, and hold the District harmless from and against all liability, claims, causes of action, judgments or decrees, including litigation expenses and reasonable attorneys' fees, involving damage to property or death or injury to Lessee, its licensees, invitees, Sub-lessees, or other third persons, arising from the use and occupancy of the Property by Lessee, its licensees, invitees, or Sub-lessees. In the event of any such claims made or suits filed, the District shall provide Lessee prompt written notice thereof and Lessee shall be responsible for the defense thereof.
- (b) Lessee hereby waives any claim against the District for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this Lease or any part hereof and resulting in a judgment or decree declaring this Lease null and void, in whole or in part, or delaying the same from being carried out. In such event, the parties shall enter into renegotiation efforts to arrive at a valid agreement that is satisfactory to both parties.

10. Liens and Encumbrances. Lessee must pay all lawful debts incurred by Lessee with respect to the Property and any improvements thereon authorized by Lessee. Lessee must satisfy all liens of contractors, sub-contractors, mechanics, laborers, materialmen, and employees with respect to any construction, alteration and repair of or on the Property. Lessee has no authority to create any mortgages or other encumbrances, including easements, on the Property, or liens for labor or material on or against the Property. All persons contracting with Lessee for financial assistance or any construction or other activity on the Property shall be notified by Lessee that they must look to Lessee only to secure the payment of any bill or account for work done, material furnished, or money owed during the term of this

Lease. If any lien is registered on title to the Property by any Lessee contractor, Lessee shall discharge or bond such lien off title to the Property within 45 days of receipt of notice of registration of such lien.

11. Taxes and Assessments. Lessee is responsible for payment of all ad valorem, non-ad valorem, intangible personal property taxes, and special assessments as may be levied or assessed against the Property that are associated with Lessee's activities under this Lease, including Lessee's improvements and personal property. Lessee may, at its own expense and in its own name, contest any such taxes or special assessments. The District will cooperate fully with Lessee in any such contest when the District determines, in its sole judgment and discretion, that Lessee is being incorrectly assessed for any taxes. The District will provide the Lessee with copies of any assessments or other tax notices, so that the Lessee can file any notice of contest and pay for any tax payable by it in a timely manner.
12. Notices. All notices, consents, approvals, waivers and elections that any party is required or desires to make under this Lease shall be in writing and shall be deemed sufficiently made or given: (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery to the named individuals representing the party to be notified; (iii) by private parcel delivery services for which receipt is provided to the notifying party; (iv) by facsimile transmission, or (v) by e-mail, receipt of which is acknowledged by the notified party. Notices shall be deemed to have been given and received on the date of the mailing, or if hand delivered, on the date of such delivery, or the date of receipt of facsimile transmission or e-mail. Notices shall be addressed or transmitted to the addresses set forth below or such other address that a party may designate.

District: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
P.O. Box 1429
Palatka, Florida 32178-1429
Attention: Diana Bankhardt
Real Estate Services Coordinator, Real Estate Services Program
Phone: (386) 329-4557
Fax: (386) 329-4848
E-mail: dbankhar@sjrwmd.com

Lessee: _____

13. Notice of Termination; Remedies for Default.
 - (a) Notice of termination. This Lease may be terminated without cause by either party giving Sixty (60) calendar days advance written notice of such termination to the other party. In the event this Lease is terminated by the District without cause, Lessee shall receive a pro-rata refund of pre-paid Fees. In the event this Lease is terminated by Lessee without cause, pre-paid Fees shall be forfeited.
 - (b) Default; remedies for default. Lessee shall be in default for violation of any provision of this Lease, including, but not limited to: (1) failure to pay Lease Fee or any other monies due to District when due; (2) assigning or attempting to assign this Lease; (3) sub-leasing the Property without the District's prior written approval; (4) using the Property for any purpose not expressly permitted by this Lease, and (5) failure of any Sub-lessee to perform in accordance with this Lease. In the event of default, the District shall be entitled to the following independent and cumulative remedies: (1) terminate this Lease and take possession of the Property in its first and former estate, and thereupon this Lease and all of the District's obligations hereunder shall terminate and be null and void, without prejudice to the District's right to recover from Lessee any sums due hereunder; (2) institute an action for damages against Lessee; (3) obtain injunctive

relief to enjoin Lessee's violations of the Lease; (4) obtain a lien against all personal property of Lessee located on the Property to secure any money owed to the District; (5) any other available remedies under Florida law. Prior to termination of this lease, the District shall provide Lessee not less than thirty (30) days written Notice of Termination, specifying the nature of the default and the date of termination. If Lessee has not cured the default within the time stated, the District shall notify Lessee thereof and this Lease shall terminate as of the date of termination specified in the Notice of Termination. Pre-paid Fees shall be forfeited.

14. **Ownership of Improvements and Surrender of Premises.**

- (a) **Ownership of improvements.** During the Lease term, Lessee shall not make any permanent improvements to the Property. Upon the termination or expiration of this Lease, Lessee shall remove all temporary structures constructed by Lessee on the Property; provided, however, that the District may authorize Lessee to leave a structure that the District deems to be in good condition and usable for the District purposes.
- (b) **Surrender of premises.** Lessee shall, on or before the last day of the Lease term, or upon the sooner termination for any cause set forth herein, peaceably and quietly surrender the Property to the District, together with all improvements thereon, as provided herein. If Lessee holds over or refuses to surrender possession of the Property after termination or expiration of this Lease, such holding over shall constitute a tenancy at sufferance from month to month, subject to the same terms and conditions as herein provided, except that the Fee shall be increased by 50 percent above the Fee in the month prior to the date of termination or expiration. The District does not waive its right to eviction or other remedies under Florida law by acceptance of rent during the holdover period.

15. **Pollution.** The discharge by Lessee of any fuel, oils, petroleum products, litter or other harmful or hazardous materials or wastes, as defined under the laws of the State of Florida and the United States, on the Property or other District lands is prohibited. Should any such harmful or hazardous materials or wastes be discharged by Lessee, the District shall be immediately notified. Lessee shall be solely responsible for all costs associated with any resulting, investigation, cleanup and remediation. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. Lessee shall indemnify and hold the District harmless from any environmental damage or loss to the extent it arises from Lessee's activities on the Property.

16. **Non-Waiver of Regulatory Authority.** Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules, and regulations.

17. **Non-Waiver of Sovereign Immunity.** No provision of this Lease shall be construed as a waiver by the District of its sovereign immunity under the Constitution and laws of the State of Florida in excess of the waiver set forth in section 768.28, Florida Statutes, as it now or hereafter exists.

18. **Assignment.** The rights and obligations created by this Lease shall run with the land and are binding upon the parties, their successors and assigns. Lessee's rights hereunder may not be assigned, in whole or in part. The District's rights hereunder may be transferred in connection with a sale of the Property without Lessee's consent. However, the District shall provide Lessee written notice of any such transfer.

19. **Recording.** Neither this Lease nor any memorandum hereof may be recorded in the Public Records of any county in the State of Florida.

20. Governing Law; Attorney's Fees; Waiver of Jury Trial. This Lease shall be construed and interpreted according to the laws of the State of Florida and shall not be construed more strictly against one party than the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Lease: (1) each party shall bear its own attorney's fees, including appeals; (2) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
21. Non-Waiver. No District waiver of Lessee's non-compliance with any provision of this Lease shall be deemed a waiver at any time thereafter of the same or other provision hereof. No delay or failure by the District to re-enter the Property or exercise any right or option hereunder shall constitute a waiver thereof or be considered exhausted or discharged by its exercise in one or more instances. All District rights or remedies under this Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.
22. Radon Gas. Pursuant to the provisions of section 404.056(8), Florida Statutes, the District hereby notifies Lessee as follows with respect to the Property: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
23. Entire Agreement. This Lease constitutes the entire agreement of the parties. There are no understandings dealing with the subject matter of this Lease other than those contained herein. This Lease may not be modified except in writing signed by the parties or their authorized representatives.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, District and Lessee have made and duly executed this Lease on the day and year first above written. This Lease may be executed in separate counterparts, which shall not affect its validity.

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

By: _____
ANN B. SHORTELE, Ph.D.
Executive Director

Date: _____

ATTEST:

MARY ELLEN WINKLER
General Counsel, SJRWMD

Approved as to form and legality:

KAREN FERGUSON
Asst. General Counsel

LESSEE

Signed, sealed and delivered

In our presence as witnesses:

Print Name _____

Print Name _____

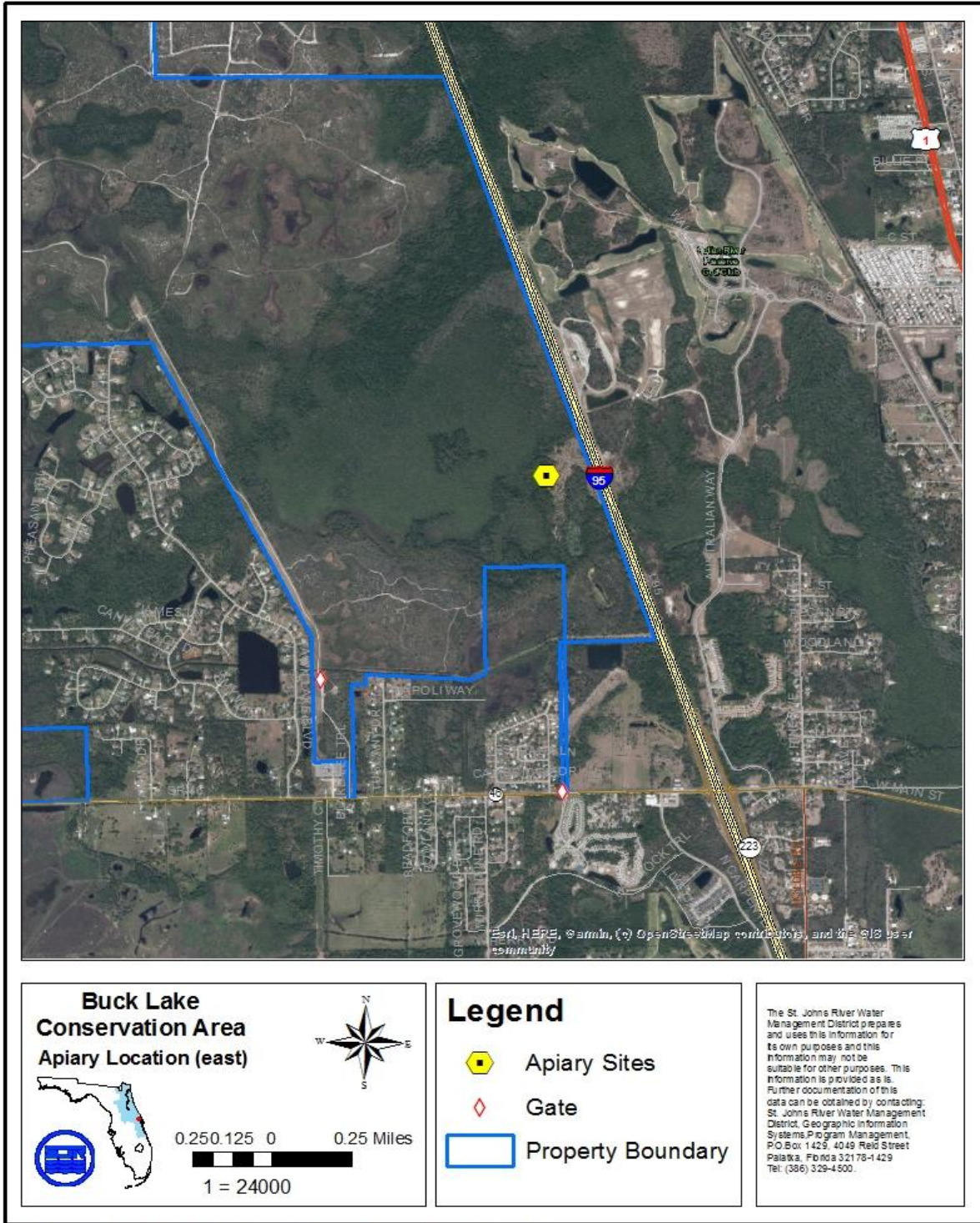
By: _____

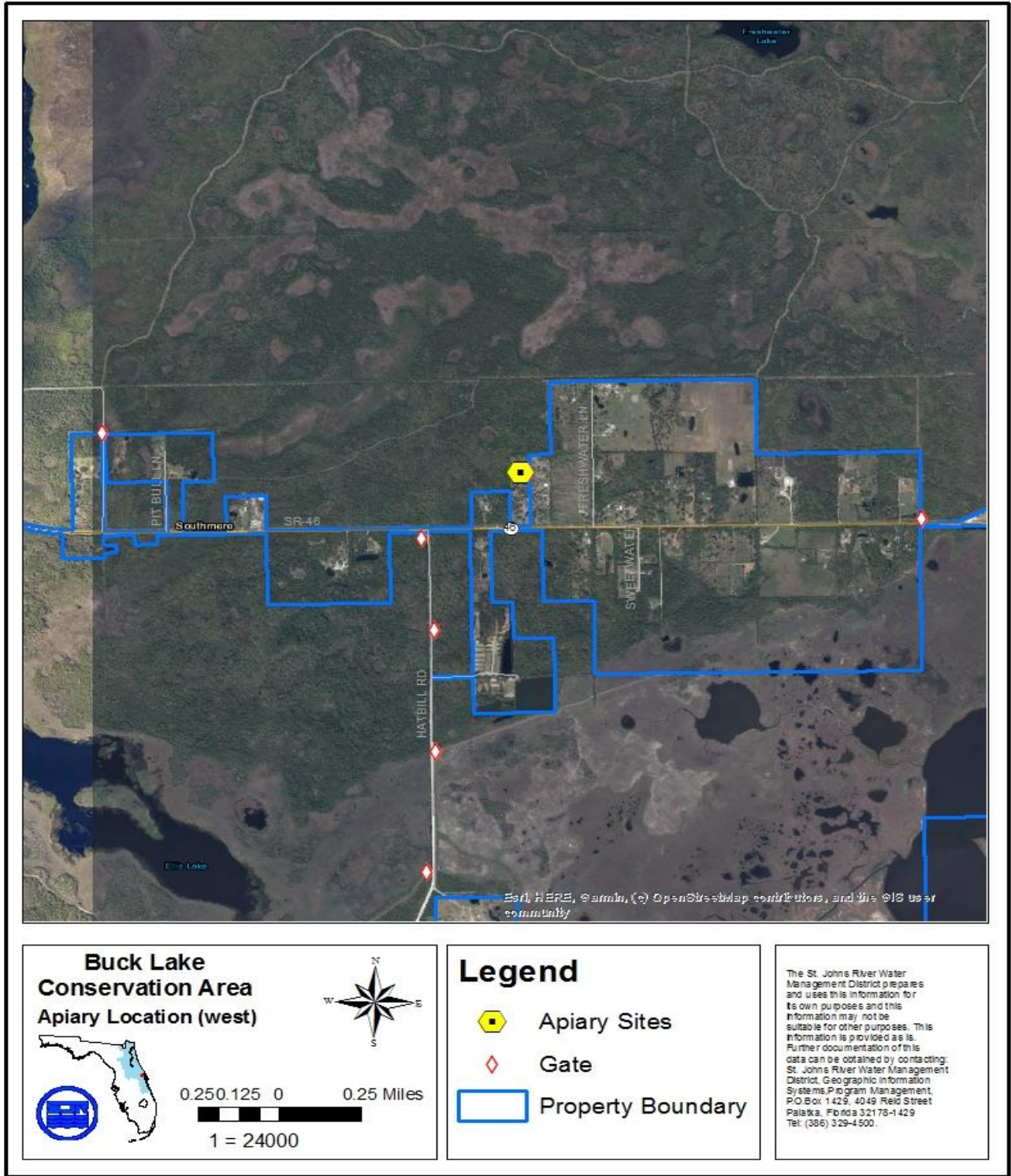
Print: _____

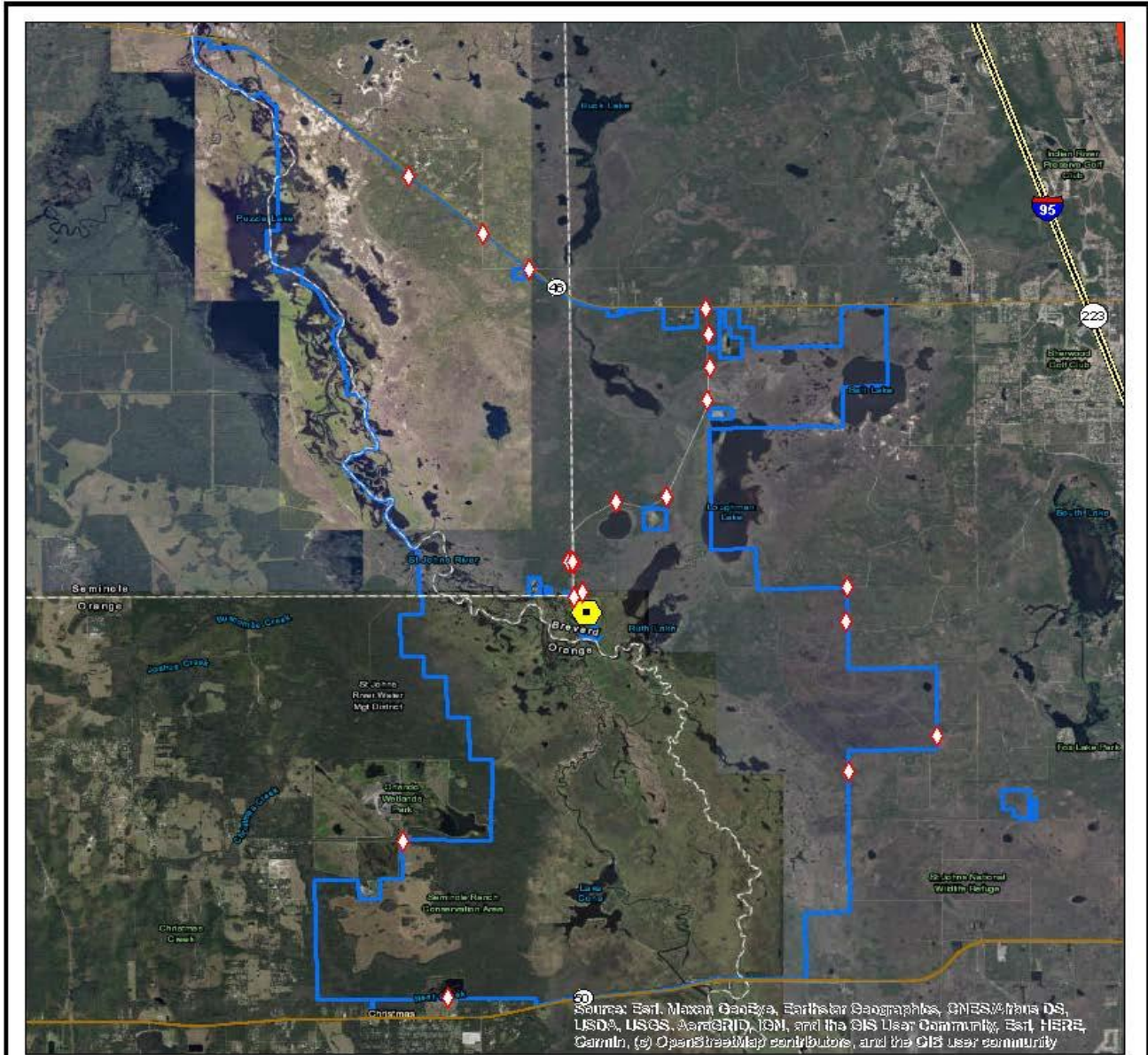
Its:

Date: _____

EXHIBIT "A" – MAPS







Seminole Ranch Conservation Area
Apiary Location

Legend

- Apiary Sites
- Gate
- Property Boundary

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be available for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street Palmdale, Florida 32178-1429 Tel: (352) 329-4500.

Author: Source: C:\LandMgmt\GIS\Use\StJM\Regions\World\GWilliam\SR_Apary_Sites.mxd, Time: 26/2021 3:26:10 P.M

SITE LOCATIONS

Apiary Site	“Local Parcel Number”	“National Parcel Number”
Buck Lake East	21 3412-00-251	12-009-21 3412-00-251
Buck Lake West	21 3417-00-4	12-009-21 3417-00-4
Seminole Ranch	133600000010	12-127-133600000010

Exhibit "B"

Florida Department of Agriculture and Consumer Services Division of Plant Industry

BEEKEEPER COMPLIANCE AGREEMENT – BEST MANAGEMENT REQUIREMENTS FOR MAINTAINING EUROPEAN HONEY BEE COLONIES

Chapter 586.10 (1), F.S. / Rule 5B-54.0105, F.A. C.

1911 SW 34 Street/P.O. Box 147100, Gainesville, FL 32614-7100
Phone: (352) 395-4633 / Fax: (352) 395-4624

1. NAME & MAILING ADDRESS OF OWNER OR AGENT:

2. APIARY(IES) LOCATIONS BY COUNTY

3. REGULATED ARTICLE(S): **Honey bee colonies**

4. APPLICABLE STATE QUARANTINE(S) OR REGULATIONS:

193.461, 570.32, 586.10 (1), Florida Statutes, and Chapter 5B-54, Florida Administrative Code.

Signature of this document indicates adherence to the following requirements and establishes compliance with Chapter 586, Florida Statutes. Beekeepers keeping bees in areas that are not classified as agricultural pursuant to Section 193.461, Florida Statutes, must adhere to these guidelines. The guidelines are recommended, but not required for beekeepers keeping bees in areas classified as agricultural pursuant to section 193.461, Florida Statutes.

BEST MANAGEMENT REQUIREMENTS FOR MAINTAINING EUROPEAN HONEY BEE COLONIES ON NON-AGRICULTURAL LANDS

The colony density limits in areas not classified as agricultural pursuant to Section 193.461, Florida Statutes, below, minimize potential conflict between people and honey bees and beekeepers following the BMRs outlined in this document. The honey bee colony requirements/densities may not be exceeded except under a special permit issued by the Director of the Division of Plant Industry in accordance with the requirements of Rule 5B-54.0105(3), F.A.C.

1. The placement of honey bee colonies on **non-agricultural private lands** must agree to and adhere to the following stipulations:
 - A. When a colony is situated within 15 feet of a property line, the beekeeper must establish and maintain a flyway barrier at least 6 feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the property line and extends beyond the colony in each direction.
 - B. All properties, or portions thereof, where the honey bee colonies are located must be fenced, or have an equivalent barrier to prevent access, and have a gated controlled entrance to help prevent unintended disturbance of the colonies.
 - C. No honey bee colonies may be placed on public lands including schools, parks, and other similar venues except by special permit letter issued by the Director of the Division of Plant Industry and written consent of the property owner.
2. Honey bee colony densities on **non-agricultural private land** are limited to the following property size to colony ratios:
 - A. One quarter acre or less tract size - 3 colonies. Colony numbers may be increased up to six colonies as a swarm control measure for not more than a 60-day period of time.
 - B. More than one-quarter acre, but less than one-half acre tract size - 6 colonies. Colony numbers may be increased up to 12 colonies as a swarm control measure for not more than a 60-day period of time.
 - C. More than one-half acre, but less than one-acre tract size - 10 colonies. Colony numbers may be increased up to 20 colonies as a swarm control measure for not more than a 60-day period of time.
 - D. One acre up to two and a half acres - 15 colonies. Colony numbers may be increased up to 30 colonies as a swarm control measure for not more than a 60-day period of time.
 - E. Two and a half to five acres - 25 colonies. Colony numbers may be increased up to 50 colonies as a swarm control measure for not more than a 60-day period of time.

- F. Five up to 10 acres – 50 colonies. Colony numbers may be increased up to 100 colonies as a swarm control measure for not more than a 60-day period of time.
 - G. Ten or more acres – 100 colonies. The number of colonies shall be unlimited provided all colonies are at least 150 feet from property lines.
3. Beekeepers must provide a convenient source of water on the property that is available to the bees at all times so that the bees do not congregate at unintended water sources.
 4. Beekeepers must visually inspect all honey bee colonies a minimum of once a month to assure reasonable colony health including adequate food and colony strength. If upon inspection honey bees appear to be overly aggressive the beekeeper shall contact their assigned apiary inspector for an assessment.
 5. Re-queen collected swarms, new colonies and maintain colonies with queens or queen cells from EHB queen producer(s).
 6. Practice reasonable swarm prevention techniques as referenced in University of Florida’s Institute of Food and Agricultural Sciences extension document “Swarm Control for Managed Beehives”, ENY 160, published November 2012.
 7. Do not place apiaries within 150 feet of tethered or confined animals or public places where people frequent. (Examples - day care centers, schools, parks, parking lots, etc.)
 8. Do not place colonies in an area that will impede ingress or egress by emergency personnel to entrances to properties and buildings.
 9. Deed restrictions and covenants that prohibit or restrict the allowance for managed honey bee colonies within their established jurisdictions take precedence and as a result supersede the authority and requirements set forth in Chapter 586 Florida Statutes and Rule Chapter 5B-54, Florida Administrative Code.

It shall be presumed for purposes of this article that the beekeeper is the person or persons who own or otherwise have the present right of possession and control of the tract upon which a colony or colonies are situated. The presumption may be rebutted by a written agreement authorizing another person to maintain the colony or colonies upon the tract setting forth the name, address, and telephone number of the other person who is acting as the beekeeper.

5. AUTHORIZED SIGNATURE	6. PRINTED NAME & TITLE	7. DATE SIGNED
The affixing of the signatures below will validate this agreement, which shall remain in effect until canceled or renewed, but may be revised as necessary or revoked for noncompliance. All previous versions of this compliance agreement are superseded and rendered obsolete by this document.		8. AGREEMENT NUMBER
		9. DATE OF AGREEMENT
10. OFFICIAL NAME & TITLE	11. OFFICIAL ADDRESS Division of Plant Industry Apiary Inspection Section P.O. Box 147100 Gainesville, FL 32614-7100	
12. OFFICIAL SIGNATURE		