



WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

Board Meeting Package

May 18, 2022
3:30 p.m.

Meeting Location:

Lecanto Government Building
Room 166
3600 W. Sovereign Path
Lecanto, Florida 34461

Withlacoochee Regional Water Supply Authority

Board of Directors

Effective March 2022

Office	Board Members
Acting Chair	The Honorable Kathy Bryant
Vice Chair	The Honorable Jeff Kinnard
Treasurer	The Honorable Eliza-BETH Narverud

Jurisdiction	Board Members
Citrus County	The Honorable Holly Davis
	The Honorable Jeff Kinnard
Hernando County	The Honorable Jeff Holcomb
	The Honorable Eliza-BETH Narverud
Marion County	The Honorable Kathy Bryant
	The Honorable Michelle Stone
	The Honorable Craig Curry
Sumter County	The Honorable Craig Estep
	Vacant
City of Belleview	The Honorable Ray Dwyer
City of Brooksville	The Honorable David Bailey
City of Bushnell	The Honorable Dale Swain
City of Inverness	The Honorable Gene Davis

Meeting Dates

The schedule of meetings for the 2021-2022 fiscal year are as follows:

November 10, 2021
~~January 19, 2022~~
March 16, 2022

May 18, 2022
July 20, 2022
September 21, 2022



May 9, 2022

MEMORANDUM

To: Water Supply Authority Board of Directors and Interested Parties

From: Suzannah J. Folsom, Executive Director

Subject: Withlacoochee Regional Water Supply Authority Board of Directors Meeting

The Withlacoochee Regional Water Supply Authority will hold a regular business meeting on **Wednesday, May 18, 2022 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

Enclosed for your review are the following items:

- Agenda
- Minutes of March 16, 2022
- Board Package*

Please note that if a party decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, that party will need a record of the proceedings, and for such purpose, that party may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.

Enclosures

- * Copies of the Board Package are available through the Internet. Log on to www.wrwsa.org.
- On the Authority's Home Page go to the left side of the page and click on "Meetings."
 - On the slide out menu is a button for the current Board Package.
 - Click on the Board Package to download and/or print.

Driving Directions to 3600 W. Sovereign Path, Lecanto Government Building

From Brooksville:

- Go North on N. Main St. toward S. Broad St./E. Jefferson St.
- Take the 1st Left onto S. Broad St./W. Jefferson St.
- Turn Right onto US 98/Ponce De Leon Blvd.
- Turn Right onto CR 491 toward Lecanto (about 13.5 miles)
- Turn Left on W. Educational Path (traffic signal)
- Turn right at the Park onto W. Sovereign Path; continue to the right to the Lecanto Government Building

From Ocala

- Go southwest on SR 200 into Citrus County
- Turn Right onto CR 491 (stay on 491 through Beverly Hills, crossing Hwy. 486 and SR 44)
- Turn Right on Saunders Way
- Turn Left onto W. Sovereign Path; follow to Lecanto Government Building

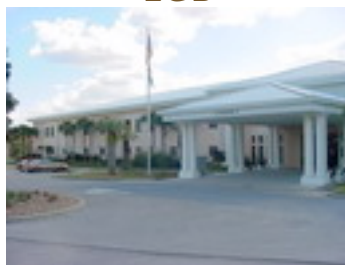
From Bushnell

- In Bushnell, Go West on FL-48W
- Turn Right onto US 41; continue to follow US 41 N
- Continue straight onto FL 44 W/W Main St.; continue straight on SR 44
- Turn Left onto CR 491
- Turn Right onto Saunders Way
- Turn Left onto W. Sovereign Path; follow to Lecanto Government Building

From Wildwood

- Go West on SR 44W; continue on SR 44 through Inverness
- Turn Left onto CR 491
- Turn Right onto Saunders Way
- Turn Left onto W. Sovereign Path; follow to Lecanto Government Building.

LGB



**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING**

A G E N D A

**May 18, 2022 -- 3:30 p.m.
LECANTO GOVERNMENT BUILDING -- ROOM 166
3600 W. Sovereign Path, Lecanto, Florida 34461**

At the discretion of the Board, items may be taken out of order to accommodate the needs of the Board and the public.

	<u>PAGE</u>
1. Call to Order . . . Kathy Bryant, Chair	
2. Roll Call . . . Suzy Folsom, WRWSA Executive Director	
3. Pledge of Allegiance . . . Led by the Board	
4. Additions/Deletions to the Agenda . . . Suzy Folsom, WRWSA	
5. Public Comment	
6. Consent Agenda . . . Kathy Bryant, Chair	
a. Approval of Minutes [March 16, 2022]	9
b. Bills to be Paid [April bills included; May bills provided at the meeting]	15
c. First Quarter Financial Report	17
d. Second Quarter Financial Report	23
e. Staff Travel to the Florida Chamber of Commerce Environmental Permitting Summer School, July 19-22, 2022	29
7. Fiscal Year 2020-21 Financial Audit . . . Mark White, Purvis Gray & Company	31
8. Draft Fiscal Year 2022-23 Budget . . . Suzy Folsom, WRWSA	33
9. Legislative Report . . . Suzy Folsom, WRWSA	43
10. As-Needed General Professional Engineering/Technical Services Request for Statements of Qualifications . . . Suzy Folsom, WRWSA	49
11. Attorney's Report . . . Rob Batsel, WRWSA Attorney	83
12. Executive Director's Report . . . Suzy Folsom, WRWSA	
a. Charles A. Black Water Use Permit Renewal	85
b. Water Use Permit Demand Summary	87
c. Water Management Information System Water Use Permit Notifications	89
d. Correspondence	91
e. News Articles	95
f. Upcoming Procurements – Five-Year Regional Water Supply Plan and Phase 7 Irrigation Audits	105
13. Other Business	
14. Next Meeting . . . July 20, 2022; 3:30 p.m.; Lecanto Government Building, Room 166	
15. Adjournment	

Please note that if a party decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, that party will need a record of the proceedings, and for such purpose, that party may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.

Item 6.a.

Consent Agenda

Approval of Minutes

DRAFT

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

Minutes of the Meeting March 16, 2022

TIME: 3:30 p.m.
PLACE: Lecanto Government Building
ADDRESS: 3600 W. Sovereign Path, Room 280, Lecanto, Florida 34461

The numbers preceding the items listed below correspond with the published agenda.

1. Call to Order

Chair Bryant called the Withlacoochee Regional Water Supply Authority (WRWSA) Board of Directors meeting to order at 3:30 p.m. and requested a roll call.

2. Roll Call

Ms. Suzannah Folsom, WRWSA Executive Director, called the roll and a quorum was declared present.

BOARD MEMBER PRESENT

Kathy Bryant, *Chair*, Marion County Commissioner
Jeff Holcomb, *Vice Chair*, Hernando County Commissioner
David Bailey, Brooksville City Councilor
Craig Curry, Marion County Commissioner
Gene Davis, Inverness City Councilor
Holly Davis, Citrus County Commissioner
Gary Ernst, Belleview City Commissioner
Craig Estep, Sumter County Commissioner
Dale Swain, Bushnell City Councilor

BOARD MEMBER(S) ABSENT

Jeff Kinnard, *Treasurer*, Citrus County Commissioner
Beth Narverud, Hernando County Commissioner
Michelle Stone, Marion County Commissioner

BOARD ALTERNATE(S) PRESENT

Ruthie D Schlabach, Citrus Co Commissioner
Alys Brockway, Hernando Co Water Resource Mgr

3. Introductions and Announcements

WRWSA STAFF PRESENT

Suzannah J. Folsom, PE, PMP, Executive Dir
Robert W. Batsel, Jr., General Counsel
LuAnne Stout, Administrative Asst.

OTHERS PRESENT

Debra Burden, Citrus Co Water Conservation Mgr
Frank Gargano, SWFWMD Govt Affairs Reg Mgr
Jody Kirkman, Marion Co Environmental Svcs Mgr
Walter Reigner, Black & Vetch
Joseph Quinn, SWFWMD Water Supply Project Mgr
Paige Tara, SWFWMD Env Scientist, Water Resource

- Mrs. Folsom noted the resolutions regarding Water Conservation and Springs Protection for recognition.
- Mrs. Folsom welcomed two new Board members, Messrs. Estep and Davis.
- Chair Bryant noted that Mr. Ernst is retiring and he will be missed.

4. Pledge of Allegiance – Chair Bryant led those present in reciting the Pledge of Allegiance.

5. Public Comment – There being no members of the audience requesting to address the Board, Chair Bryant closed public comment.

6. Consent Agenda

- a. **Approval of Minutes** – The November 10, 2021 draft minutes were provided in the Board’s meeting materials and recommended for approval as presented.
- b. **Bills to be Paid** – Staff recommended for ratification of December (\$14,442.16), January (\$12,857.73) and February (\$16,777.94) bills; and recommended for approval March (\$19,716.88) bills.
- c. **Water Conservation Month Resolution** – Staff recommended to approve and authorize the Chair to sign Resolution 2022-01 declaring April 2022 as “Water Conservation Month.”
- d. **Springs Protection Awareness Month Resolution** – Staff recommended to approve and authorize the Chair to sign Resolution 2022-02 declaring April 2022 as “Springs Protection Awareness Month.”

The Board unanimously approved the Consent Agenda Items 6.a., 6.b., 6.c. and 6.d., as presented.

7. Election of Board Officers

The Board of the WRWSA annually elects its Board officers, including a Chair, Vice Chair and Treasurer at its January meeting. The Executive Director is the Board Secretary who serves in an ex-officio capacity. Pursuant to the Election of Officers Policy, included as an exhibit to this item, the Board may entertain nominations for individual officers or a slate of officers. Typically, the current Vice Chair is nominated to become Chair and the current Treasurer is nominated to become Vice Chair. The office of Treasurer is customarily filled by a Board member from the county without a representative as an officer in the current slate of officers. This practice is informal, and circumstances may warrant nominations and elections to deviate from this practice.

Mrs. Folsom said Marion County Commissioner Kathy Bryant is currently the Board Chair and, based on Board Policy, may serve two terms. The natural succession would be to have Commissioner Jeff Holcomb move to the Chair position, and Commissioner Kinnard move to the Vice Chair position, and a Hernando County Commissioner nominated for the Treasurer position.

Chair Bryant nominated Mr. Kinnard for the Vice Chair positions. Mr. Holcomb nominated Ms. Narverud to serve as the Board’s Treasurer.

The Board unanimously approved Chair Bryant to a second term, Mr. Kinnard to serve as the Board’s Vice Chair, and Ms. Narverud to serve as the Board’s Treasurer.

The new officers will take their respective seats 24 hours before the May 18 Board meeting.

8. Establishment of Proposed Fiscal Year 2022-23 Budget Components

Mrs. Folsom, Executive Director, presented this item.

a. Grant Funding Amount and Guidelines

Since 2005, the Authority has funded an annual grants program that provides matching funds for water conservation and water supply development projects. Member governments and other utilities in the region have applied for and received cooperative grants for projects of mutual benefit. The 2022-23 grants cycle will begin with an announcement to be sent to utility directors and water conservation coordinators in the region regarding the Authority’s Local Government Grant Program. A copy of the proposed announcement is included as an exhibit to this item.

For the current fiscal year 2021-22 budget, the Board increased the grant funding budget amount by \$10,000 to \$140,000, and clarified on the forms and website that the grant funds could be available for Water Supply and Conservation Projects. In order to provide for this continuing program in the upcoming 2022-23 fiscal year and to allow staff to prepare the 2022-23 budget, staff requests the same amount of \$140,000 for the Grant Program.

The Board unanimously set the total allocation of funds in fiscal year 2022-23 budget for the Local Government Grant Program at \$140,000 for water supply and conservation projects.

b. FY 2022-23 Per Capita Rate

Each year the Authority Board must approve a per capita rate for each of the member counties. The current rate of \$0.19 per capita has been in effect for twelve years, since the 2009-10 fiscal year. The per capita rate is applied to the latest county population estimates prepared by the Bureau of Economic and Business Research, which prepare the State's official population estimates.

In the coming fiscal year, a per capita rate of \$0.19 will generate a total revenue of \$164,906, an increase of \$3,190 or approximately 2.0% from the current fiscal year.

County	BEBR Population (April 2021)	FY 2022-2023 Assessment
Citrus	155,615	\$29,567
Hernando	196,540	\$37,343
Marion	381,176	\$72,423
Sumter	134,593	\$25,573
Total	867,924	\$164,906

The assessments are billed quarterly to each County at a rate of 25% of the amount listed above.

The Board unanimously approved no change in the per capita rate of \$0.19 for preparation of the Fiscal Year 2022-23 Budget.

9. Charles A. Black Wellfield – Renewal and Replacement Fund Annual Report

Mrs. Folsom, WRWSA Executive Director, presented this item. Citrus County has submitted to the Authority the annual report for the Charles A. Black (CAB) Wellfield Renewal and Replacement (R&R) Fund, documenting deposits and expenditures for the fiscal year ending September 30, 2021, the first two pages of which are included as an exhibit to this item.

This annual report is required by the Water Supply Contract between the WRWSA and Citrus County. Staff has reviewed this report, and has found that the report is consistent with the pertinent Contract requirements, which state in part:

R&R Reserve Fund Reporting – The County shall provide to the Authority an annual report on contributions to and utilization of the R&R Reserve Fund, describing the date and amount of contributions to the Fund, interest earnings in the Fund; and the date, amount, and description of expenditures from the fund, including the purpose of the capital facility replacement, renewal or major repair. This annual report shall be for the prior Contract Year and shall be provided no later than January 31st in the following Contract Year.

The R&R Fund was credited with \$180,000 in deposits from Citrus County and \$2,989.41 in interest revenue. Expenditures for totaled \$34,040.88 for replacement chlorine tanks, asphalt sealing, and pump repairs at CAB1 and Well #7. The R&R Fund balance increased from \$1,831,752.02 to \$1,980,700.55.

The Board unanimously accepted Citrus County's annual report for the CAB R&R Fund, documenting expenditures and deposits for the fiscal year ending September 30, 2021.

(Mr. Bailey entered the meeting at 3:41 p.m.)

10. Regional Irrigation System Evaluation Project Phase V Final Report

Mrs. Suzannah Folsom, WRWSA, presented this item. Phase V of the Authority's Regional Irrigation System Evaluation Program began in December 2018 as part of the Authority's ongoing water conservation initiative. Phase V of the Irrigation Audit Program was funded by and completed in cooperation with the Southwest Florida Water Management District (SWFWMD), Citrus, Hernando, and Marion counties and the North Sumter County Utility Dependent District (NSCUDD) and the Villages Community Center Development District (VCCDD).

Phase V included an "enhanced" component when compared to the previous phases, whereby the WRWSA's contractor implemented various aspects of the irrigation audit recommendations, rather than relying on the homeowner for implementation. The report details the outcomes of this enhanced component. Phase V has been completed on time and within budget.

Mrs. Folsom provided a summary of the major findings of the Phase V effort. The Phase V final report has been provided as a separate document accompanying the Board's meeting materials. If approved by the Board, the Final Report will be submitted to the SWFWMD in accordance with the Cooperative Funding Agreement.

Following Mr. Holcomb's inquiry, Mrs. Folsom said the Customer Satisfaction Survey shows that residents were happy with the audits and water saved was 22 percent.

Following consideration, **Mr. Holcomb moved, seconded by Mr. Ernst, for the Board to accept the Regional Irrigation System Evaluation Program Phase V Final Report, dated March 2, 2022, and authorize staff to submit the Final Report to the SWFWMD. Motion carried unanimously.**

- 11. Legislative Report** – Mrs. Folsom noted that the Legislative Session has ended. She said that 16 bills were postponed and staff will continue to track the six bills that passed and report on them in more detail at the next meeting.

12. Special Presentation – Infrastructure Investment and Job Act

Mr. Seth Robertson and Ms. Sharon Simington presented this item via Microsoft Teams from Hazen and Sawyer.

The Infrastructure Investment and Jobs Act was enacted into law on November 15, 2021. The Act outlines \$550 billion for infrastructure improvement projects. These funds will be spent over a 5-year period. \$23.4 billion will go towards the Clean Water State Revolving Fund (CWSRF) and the Safe Drinking Water (DWSRF) programs. An additional \$15 billion will be appropriated to eliminating lead service water pipes with priority to disadvantaged communities. The funds will be administered through the State Revolving Fund and up to 49% could be administered as grants and forgivable loans.

In response to Mr. Holcomb's inquiries, Mr. Robertson said funds will be distributed at the state level with five-year planning horizon. Mr. Batsel noted that the allocation will be made state by state.

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

13. Pilot Water Sense Labeled Irrigation Controller Install Project Results

Ms. Debra Burden, Citrus County Department of Water Resources, presented this item. Citrus County has continued its Water Sense Labeled Irrigation Controller Install project as part of the utility's ongoing conservation initiative. The project was funded in cooperation with the Southwest Florida Water Management District and Withlacoochee Regional Water Supply Authority.

Ms. Burden provides a summary of the work completed and the success of the continued project. The Water Sense Labeled Irrigation Controller Program began in 2018, and now in its fifth phase. Citrus County presented previously to the WRWSA Board on January 15, 2020 about the results of the pilot program.

Ms. Danielle Cumming, representing RACHIO controllers, presented how the controllers are used by homeowners and 448 were installed in Citrus County in 2022 with 20% to 50% water saving. She explained how the rebates worked with the County.

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

14. Attorney's Report

Mr. Batsel reminded Board members that the FY2022-23 budget will be considered for approval at the May Board meeting and that Board county membership attendance is required.

15. Executive Director's Report – Mrs. Folsom presented the following items.

- a. **Charles A. Black Water Use Permit Renewal** – WUP renewal application was submitted the end of January for a 20-year permit with a pumpage increase of 7,181,900, and noted the population estimated increase of 26,000 to 40,000. The application is under review by SWFWMD.
- b. **Water Use Permit Demand Summary** - A summary was in the Board's meeting materials.
- c. **Water Management Information System Water Use Permit Notifications** – Reviewed the list of notifications which are increasing in length.
- d. **Correspondence**
 - Tax Assessment for 1700 N Blue Jay Terrace
 - Sumter County Water School Certificate
 - GAP Law Firm change letter
 - FREAC Real Property Public Lands Inventory
 - Alliance for Water Efficiency Membership Renewal Invoice
 - Inverness Council member appointment
 - Crystal River Audit inquiry
 - Alliance for Water Efficiency Membership Confirmation
- e. **News Articles** – Several articles included in meeting materials.
- f. **Upcoming Procurements – As-Needed General Engineering Services, Five-Year Regional Water Supply Plan, and Phase 7 Irrigation Audits** – Requested that Mr. Jody Kirkman, Ms. Alys Brockway and Ms. Debra Burden assist with preparing proposals.

16. Other Business – None

17. Next Meeting Time and Location

- Next Regular Board Meeting – May 18, 2022 at 3:30 p.m. at the Lecanto Government Building, Room 166.

18. Adjournment – Chair Bryant adjourned the meeting at 4:28 p.m.

Kathy Bryant, Chair

Suzannah J. Folsom, Executive Director

Item 6.b.

Consent Agenda

Bills to be Paid

**April bills in the meeting materials;
May bills to be provided at meeting.**

Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

Bills For Payment
4/21/2022

<u>Administrative Invoices</u>	<u>Invoice Number(s)</u>	<u>Invoice Date</u>	<u>Amount</u>
Suzannah J. Folsom, PE, Executive Director	1169	4/1/2022	\$7,320.61
Rob Batsel, General Counsel	737	3/31/2022	\$352.50
C. LuAnne Stout, Admin Asst (Services)	3-Mar-22	4/1/2022	\$3,218.75
Kathy Bryant (March Board Travel)		3/16/2022	\$36.49
Craig Curry (March Board Travel)		3/16/2022	\$36.49
Gary Ernst (March Board Travel)		3/16/2022	\$36.49
Dale Swain (March Board Travel)		3/16/2022	\$27.59
Karen Allen (Web Maintenance)	146	4/4/2022	\$150.00
Truist Bank Business Card Statement	4.2.2022	4/2/2022	\$787.91
Total Administrative Invoices			\$11,966.83

<u>Water Supply Studies and Facilities</u>	<u>Contract/ Budget</u>	<u>Balance Remaining</u>	<u>Current Invoice(s)</u>
2022 General Services Contract	\$30,000.00	\$30,000.00	
Work Order 2022-01 INTERA Incorporated	\$10,000.00	\$5,800.00	
Work Order 2022-02 PWR-RESPEC	\$10,000.00	\$10,000.00	
Work Order 2022-03 WRA	\$10,000.00	\$10,000.00	
FY21-22 Water Conservation Grants Program	\$140,000.00	\$140,000.00	
Citrus County	\$44,250.00	\$44,250.00	
Hernando County	\$48,750.00	\$48,750.00	
Marion County	\$21,847.00	\$21,847.00	
Sumter County	\$22,000.00	\$22,000.00	
Phase 5 Irrigation Program (Q040)	\$145,000.00	\$30,981.27	
Phase 6 Irrigation Program (Q138)	\$121,200.00	\$26,281.40	\$6,872.57 (1)
Total Project Invoices	\$603,047.00		\$6,872.57

Total Bills to be Paid	\$18,839.40
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State Board of Administration	Transfer from SBA2 to SBA1	\$6,872.57
State Board of Administration	Transfer from SBA1 to SunTrust Bank	\$18,839.40

Notes:

(1) Phase 6 (Q138) - Irrigation Audits

Jack Overdorff, ECO Land Design	\$6,222.57	Invoice 490
C. LuAnne Stout, Admin Services	\$650.00	Invoice 03-Mar-Q138-2022
	<u>\$6,872.57</u>	

Item 6.c.

Consent Agenda

First Quarter Financial Report

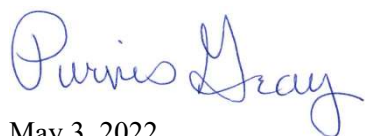
To The Governing Board
Withlacoochee Regional Water Supply Authority
Ocala, Florida

Management is responsible for the accompanying financial statements of the Withlacoochee Regional Water Supply Authority (the Authority), an Independent Special District, as of and for the three (3) months ended December 31, 2021, which collectively comprise the Authority's basic financial statements, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows as required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Supplementary Information

The budgetary comparison information is not a required part of the basic financial statements but is supplementary information. The supplementary information has been compiled from information that is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information, and do not express an opinion, a conclusion, nor provide any assurance on such information.



May 3, 2022
Ocala, Florida

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando

purvisgray.com

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*Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA.*

Withlacoochee Regional Water Supply Authority
STATEMENT OF NET POSITION

As of December 31, 2021

ASSETS

Cash in Bank - SunTrust	\$ 18,731.16
Cash in Bank - SBA1	769,343.62
Cash in Bank - SBA2	1,097,124.89
Accounts Receivable	21,162.04
Accounts Receivable - SWFWMD	5,259.50
Accounts Receivable - County	28,738.26
Prepaid Expense	<u>2,323.91</u>

Total Current Assets	1,942,683.38
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PROPERTY AND EQUIPMENTS

Equipment	3,728.84
Accum Deprec - Equipment	(3,443.97)
Citrus Co. Wellfield	3,105,814.56
Citrus Co. Wellfield 90	1,613,006.01
Citrus Co. Wellfield 88	176,410.64
Accum Deprec - Wellfield	<u>(4,515,853.17)</u>

Total Property and Equipment	<u>379,662.91</u>
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TOTAL ASSETS	<u>\$ 2,322,346.29</u>
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LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Acct Payable - Special Projects	\$ 5,733.35
Acct Payable - General	<u>11,739.04</u>

Total Current Liabilities	17,472.39
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NET POSITION

Beginning Net Position	2,249,726.82
Net Income	<u>55,147.08</u>

Total Net Position	<u>2,304,873.90</u>
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TOTAL LIABILITIES AND NET POSITION	<u>\$ 2,322,346.29</u>
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Withlacoochee Regional Water Supply Authority

STATEMENT OF REVENUES AND EXPENSES

For the Period Ended December 31, 2021

	<u>3 months ended</u> <u>December 31,</u> <u>2021</u>	<u>%</u>
Revenue		
Citrus Co. Assessments	\$ 7,095.75	6.63 %
Hernando Co. Assessments	9,129.00	8.53 %
Sumter Co. Assessments	6,717.75	6.28 %
Marion Co. Assessment	17,486.50	16.34 %
Interest Income - SBA Accounts	512.19	0.48 %
CAB Wflld Project Revenues	58,794.78	54.93 %
CAB Wflld Operating Revenues	4,829.50	4.51 %
Ph5 Irg Audit Prgm SWFWMD Match	949.08	0.89 %
Ph5 Irg Audit Prgm Coop Match	<u>1,523.03</u>	<u>1.42 %</u>
Total Revenue	107,037.58	100.00 %
Operating Expenses		
Administrative Assistant	9,656.25	9.02 %
Advertising	364.90	0.34 %
Audit	-	0.00 %
Bank Charges	-	0.00 %
Bookkeeping Services	-	0.00 %
Depreciation Expense	12,238.00	11.43 %
Executive Director	21,675.00	20.25 %
General Services Contracts	-	0.00 %
Legal - Monthly Meeting	728.50	0.68 %
Legal - Other Services	-	0.00 %
Legislative Consultant	-	0.00 %
Liability Insurance	774.64	0.72 %
Office Supplies	287.10	0.27 %
Ph6 Irg Audit Program	-	0.00 %
Ph6 Irg Audit Program	3,696.06	3.45 %
Postage	151.73	0.14 %
Printing & Reproduction	678.40	0.63 %
Publications/Software	126.92	0.12 %
Registration/Dues	35.00	0.03 %
Rent (Lecanto Gov't Bldg)	511.92	0.48 %
State Fees/Assessments	175.00	0.16 %
Telephone	287.14	0.27 %
Travel (Board Members & Staff)	363.38	0.34 %
Web Page/Computer Maintenance	<u>1,193.87</u>	<u>1.12 %</u>
Total Operating Expenses	<u>52,943.81</u>	<u>49.46 %</u>
Net Income (Loss)	<u>\$ 54,093.77</u>	<u>50.54 %</u>

See Accompanying Independent Accountant's Compilation Report

ACCOMPANYING SUPPLEMENTARY INFORMATION

Withlacoochee Regional Water Supply Authority

BUDGET TO ACTUAL

For the Period Ended December 31, 2021

	<u>3 months ended</u> <u>December 31,</u> <u>2021 Actual</u>	<u>3 months ended</u> <u>December 31,</u> <u>2021 Budget</u>	<u>Variance</u> <u>Over/(Under)</u> <u>Budget</u>	<u>Annual</u> <u>Budget</u>	<u>Variance</u>
Revenue					
Citrus Co. Assessments	\$ 7,095.75	\$ 7,095.75	\$ -	\$ 28,383.00	\$ (21,287.25)
Hernando Co. Assessments	9,129.00	9,129.00	-	36,516.00	(27,387.00)
Sumter Co. Assessments	6,717.75	6,717.75	-	26,871.00	(20,153.25)
Marion Co. Assessment	17,486.50	17,486.50	-	69,946.00	(52,459.50)
Interest Income - SBA Accounts	512.19	-	512.19	-	512.19
CAB Wifld Project Revenues	58,794.78	51,170.50	7,624.28	204,682.00	(145,887.22)
CAB Wifld Operating Revenues	4,829.50	4,829.50	-	19,318.00	(14,488.50)
Ph5 Irg Audit Prgm SWFWMD Match	949.08	7,575.00	(6,625.92)	30,300.00	(29,350.92)
Ph5 Irg Audit Prgm Coop Match	1,523.03	3,787.50	(2,264.47)	15,150.00	(13,626.97)
Total Revenue	107,037.58	107,791.50	(753.92)	431,166.00	(324,128.42)
Operating Expenses					
Administrative Assistant	\$ 9,656.25	\$ 9,656.25	\$ -	\$ 38,625.00	\$ (28,968.75)
Advertising	364.90	200.00	164.90	800.00	(435.10)
Audit	-	2,821.00	(2,821.00)	11,284.00	(11,284.00)
Bank Charges	-	-	-	-	-
Bookkeeping Services	-	500.00	(500.00)	2,000.00	(2,000.00)
Contingencies	0.00	375.50	(375.50)	1,502.00	(1,502.00)
Depreciation Expense	12,238.00	-	12,238.00	-	12,238.00
Executive Director	21,675.00	21,675.00	-	86,700.00	(65,025.00)
FY21 Local Govt Water Cons Pr		35,000.00	(35,000.00)	140,000.00	(140,000.00)
General Services Contracts		12,500.00	(12,500.00)	50,000.00	(50,000.00)
Legal - Monthly Meeting	728.50	1,057.50	(329.00)	4,230.00	(3,501.50)
Legal - Other Services	-	4,230.00	(4,230.00)	16,920.00	(16,920.00)
Liability Insurance	774.64	750.00	24.64	3,000.00	(2,225.36)
Office Supplies	287.10	250.00	37.10	1,000.00	(712.90)
Ph5 Irg Audit Program	0.00	-	-	-	-
Ph6 Irg Audit Program	3,696.06	15,150.00	(11,453.94)	60,600.00	(56,903.94)
Postage	151.73	200.00	(48.27)	800.00	(648.27)
Printing & Reproduction	678.40	400.00	278.40	1,600.00	(921.60)
Publications/Software	126.92	37.50	89.42	150.00	(23.08)
Registration/Dues	35.00	375.00	(340.00)	1,500.00	(1,465.00)
Rent (Lecanto Gov't Bldg)	511.92	512.00	(0.08)	2,048.00	(1,536.08)
State Fees/Assessments	175.00	43.75	131.25	175.00	-
Telephone	287.14	300.00	(12.86)	1,200.00	(912.86)
Travel (Board Members & Staff)	363.38	1,250.00	(886.62)	5,000.00	(4,636.62)
Web Page/Computer Maintenance	1,193.87	625.00	568.87	2,500.00	(1,306.13)
Total Operating Expenses	52,943.81	107,908.50	(54,964.69)	431,634.00	(378,690.19)
Operating Income (Loss)	54,093.77	(117.00)	54,210.77	(468.00)	54,561.77

Item 6.d.

Consent Agenda

Second Quarter Financial Report

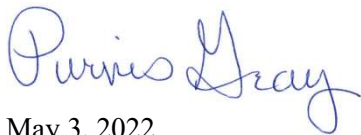
To The Governing Board
Withlacoochee Regional Water Supply Authority
Ocala, Florida

Management is responsible for the accompanying financial statements of the Withlacoochee Regional Water Supply Authority (the Authority), an Independent Special District, as of and for the three (3) months and six (6) months ended March 31, 2022, which collectively comprise the Authority's basic financial statements, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows as required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Supplementary Information

The budgetary comparison information is not a required part of the basic financial statements but is supplementary information. The supplementary information has been compiled from information that is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information, and do not express an opinion, a conclusion, nor provide any assurance on such information.



May 3, 2022
Ocala, Florida

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando

purvisgray.com

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*Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA.*

Withlacoochee Regional Water Supply Authority
STATEMENT OF NET POSITION

As of March 31, 2022

ASSETS

Cash in Bank - SunTrust	\$ 18,731.16
Cash in Bank - SBA1	776,665.56
Cash in Bank - SBA2	1,145,186.95
Accounts Receivable	6,069.98
Accounts Receivable - SWFWMD	34,392.78
Accounts Receivable - County	22,982.32
Prepaid Expense	<u>1,549.27</u>

Total Current Assets	2,005,578.02
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PROPERTY AND EQUIPMENTS

Equipment	3,728.84
Accum Deprec - Equipment	(3,443.97)
Citrus Co. Wellfield	3,105,814.56
Citrus Co. Wellfield 90	1,613,006.01
Citrus Co. Wellfield 88	176,410.64
Accum Deprec - Wellfield	<u>(4,528,091.17)</u>

Total Property and Equipment	<u>367,424.91</u>
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TOTAL ASSETS	<u>\$ 2,373,002.93</u>
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LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Acct Payable - General	\$ <u>18,346.65</u>
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Total Current Liabilities	18,346.65
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NET POSITION

Beginning Net Position	2,250,950.77
Net Income	<u>103,705.51</u>
Total Net Position	<u>2,354,656.28</u>

TOTAL LIABILITIES AND NET POSITION	<u>\$ 2,373,002.93</u>
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Withlacoochee Regional Water Supply Authority

STATEMENT OF REVENUES AND EXPENSES

For the Period Ended March 31, 2022

	<u>3 months ended</u>		<u>6 months ended</u>	
	<u>March 31, 2022</u>	<u>%</u>	<u>March 31, 2022</u>	<u>%</u>
Revenue				
Citrus Co. Assessments	\$ 7,095.75	6.28 %	\$ 14,191.50	6.45 %
Hernando Co. Assessments	9,129.00	8.08 %	18,258.00	8.30 %
Sumter Co. Assessments	6,717.75	5.94 %	13,435.50	6.11 %
Marion Co. Assessment	17,486.50	15.47 %	34,973.00	15.89 %
Interest Income - SBA Accounts	1,071.28	0.95 %	1,583.47	0.72 %
CAB Wifid Project Revenues	58,210.27	51.50 %	117,005.05	53.17 %
CAB Wifid Operating Revenues	4,829.50	4.27 %	9,659.00	4.39 %
Ph6 Irg Audit Prgm SWFWMD Match	2,827.26	2.50 %	3,776.34	1.72 %
Ph6 Irg Audit Prgm Coop Match	5,654.52	5.00 %	7,177.55	3.26 %
Total Revenue	113,021.83	100.00 %	220,059.41	100.00 %
Operating Expenses				
Administrative Assistant	9,656.25	8.54 %	19,312.50	8.78 %
Advertising	281.02	0.25 %	645.92	0.29 %
Audit	0.00	0.00 %	0.00	0.00 %
Bank Charges	0.00	0.00 %	0.00	0.00 %
Bookkeeping Services	0.00	0.00 %	0.00	0.00 %
CABlack Wellfield & WTF Eval	4,200.00	3.72 %	4,200.00	1.91 %
Depreciation Expense	12,238.00	10.83 %	24,476.00	11.12 %
Executive Director	21,675.00	19.18 %	43,350.00	19.70 %
FY 20 Local Govt Grant Prg	1,509.50	1.34 %	1,509.50	0.69 %
General Services Contracts	0.00	0.00 %	0.00	0.00 %
Legal - Monthly Meeting	352.50	0.31 %	1,081.00	0.49 %
Legal - Other Services	0.00	0.00 %	0.00	0.00 %
Liability Insurance	774.64	0.69 %	1,549.28	0.70 %
Office Supplies	231.48	0.20 %	518.58	0.24 %
Ph5 Irg Audit Program		0.00 %	0.00	0.00 %
Phase 6 Q138 Irrigation Prgm	9,613.09	8.51 %	13,309.15	6.05 %
Postage	176.17	0.16 %	327.90	0.15 %
Printing & Reproduction	485.15	0.43 %	1,163.55	0.53 %
Publications/Software	0.00	0.00 %	126.92	0.06 %
Registration/Dues	500.00	0.44 %	535.00	0.24 %
Rent (Lecanto Gov't Bldg)	511.92	0.45 %	1,023.84	0.47 %
State Fees/Assessments	0.00	0.00 %	175.00	0.08 %
Telephone	286.83	0.25 %	573.97	0.26 %
Travel (Board Members & Staff)	207.39	0.18 %	570.77	0.26 %
Web Page/Computer Maintenance	711.15	0.63 %	1,905.02	0.87 %
Total Operating Expenses	63,410.09	56.10 %	116,353.90	52.87 %
Net Income (Loss)	\$ 49,611.74	43.90 %	\$ 103,705.51	47.13 %

See Accompanying Independent Accountant's Compilation Report

ACCOMPANYING SUPPLEMENTARY INFORMATION

Withlacoochee Regional Water Supply Authority

BUDGET TO ACTUAL

For the Period Ended March 31, 2022

	<u>6 months ended</u> <u>March 31, 2022</u> <u>Actual</u>	<u>6 months ended</u> <u>March 31, 2022</u> <u>Budget</u>	<u>Variance</u> <u>Over/(Under)</u> <u>Budget</u>	<u>Annual</u> <u>Budget</u>	<u>Variance</u>
Revenue					
Citrus Co. Assessments	\$ 14,191.50	\$ 14,191.50	\$ -	\$ 28,383.00	\$ (14,191.50)
Hernando Co. Assessments	18,258.00	18,258.00	-	36,516.00	(18,258.00)
Sumter Co. Assessments	13,435.50	13,435.50	-	26,871.00	(13,435.50)
Marion Co. Assessment	34,973.00	34,973.00	-	69,946.00	(34,973.00)
Interest Income - SBA Accounts	1,583.47	-	1,583.47	-	1,583.47
CAB Wifld Project Revenues	117,005.05	102,341.00	14,664.05	204,682.00	(87,676.95)
CAB Wifld Operating Revenues	9,659.00	9,659.00	-	19,318.00	(9,659.00)
Ph6 Irg Audit Prgm SWFWMD Match	3,776.34	15,150.00	(11,373.66)	30,300.00	(26,523.66)
Ph6 Irg Audit Prgm Coop Match	7,177.55	7,575.00	(397.45)	15,150.00	(7,972.45)
Total Revenue	220,059.41	215,583.00	4,476.41	431,166.00	(211,106.59)
Operating Expenses					
Administrative Assistant	\$ 19,312.50	\$ 19,312.50	\$ 0.00	\$ 38,625.00	\$ (19,312.50)
Advertising	645.92	400.00	245.92	800.00	(154.08)
Audit	-	5,642.00	(5,642.00)	11,284.00	(11,284.00)
Bank Charges	-	-	-	-	-
Bookkeeping Services	-	1,000.00	(1,000.00)	2,000.00	(2,000.00)
Contingencies	-	751.00	(751.00)	1,502.00	(1,502.00)
Depreciation Expense	24,476.00	-	24,476.00	-	24,476.00
Executive Director	43,350.00	43,350.00	-	86,700.00	(43,350.00)
FY 20 Local Govt Grant Prg	1,509.50	70,000.00	(68,490.50)	140,000.00	(138,490.50)
General Services Contracts	4,200.00	25,000.00	(20,800.00)	50,000.00	(45,800.00)
Legal - Monthly Meeting	1,081.00	2,115.00	(1,034.00)	4,230.00	(3,149.00)
Legal - Other Services	-	8,460.00	(8,460.00)	16,920.00	(16,920.00)
Liability Insurance	1,549.28	1,500.00	49.28	3,000.00	(1,450.72)
Office Supplies	518.58	500.00	18.58	1,000.00	(481.42)
Ph5 Irg Audit Program	0.00	-	-	-	-
Phase 6 Q138 Irrigation Prgm	13,309.15	30,300.00	(16,990.85)	60,600.00	(47,290.85)
Postage	327.90	400.00	(72.10)	800.00	(472.10)
Printing & Reproduction	1,163.55	800.00	363.55	1,600.00	(436.45)
Publications/Software	126.92	75.00	51.92	150.00	(23.08)
Registration/Dues	535.00	750.00	(215.00)	1,500.00	(965.00)
Rent (Lecanto Gov't Bldg)	1,023.84	1,024.00	(0.16)	2,048.00	(1,024.16)
State Fees/Assessments	175.00	87.50	87.50	175.00	-
Telephone	573.97	600.00	(26.03)	1,200.00	(626.03)
Travel (Board Members & Staff)	570.77	2,500.00	(1,929.23)	5,000.00	(4,429.23)
Web Page/Computer Maintenance	1,905.02	1,250.00	0.00	2,500.00	(594.98)
Total Operating Expenses	116,353.90	215,817.00	(100,118.12)	431,634.00	(315,280.10)
Increase (Decrease) in Net Position	103,705.51	(234.00)	104,594.53	(468.00)	104,173.51

Item 6.e.

Staff Travel to the Florida Chamber of Commerce Environmental Permitting Summer School, July 19-22, 2022

The Florida Chamber of Commerce holds the annual Environmental Permitting Summer School, which is attended by attorneys, consultants, engineers, state and local government officials, developers, landowners and others with a strong interest in environmental issues in Florida. Program features advanced and current instruction on Florida's environmental, energy and growth management laws, rules and programs. Attendees can also earn continuing education credits.

It is recommended that Suzy Folsom, WRWSA Governmental Executive Director, be authorized to attend this year's event. Estimated costs include only Registration: \$650.00. There are adequate funds budgeted for this purpose.

Staff Recommendation:

Board approval for Suzy Folsom, WRWSA Executive Director, to attend this year's Environmental Permitting Summer School at a cost of \$650.00.

Fiscal Year 2020-21 Financial Audit

Mr. Mark White, Partner with Purvis Gray & Company, LLP, will present this item.

Purvis Gray and Company has prepared the annual audit of the Authority's financial statements for the Fiscal Year ending September 30, 2021.

Included as an exhibit in the Board's meeting materials is the Authority's financial position provided to Purvis Gray & Company.

See the following exhibits which are included as separate documents:

- A. April 11, 2022 letter from Purvis Gray and Company;
- B. Financial Statements and Independent Auditors' Report for Fiscal Year 2020-21.

Staff Recommendation:

Board approval of the Financial Statements and Independent Auditors' Report for Fiscal Year 2020-21, dated April 11, 2022, as presented at the meeting and submittal of this report to the Auditor General and to the Florida Department of Financial Services.

Draft Fiscal Year 2022-23 Budget

Ms. Suzy Folsom, Executive Director, will present this item.

The budget has been prepared in a conservative manner to keep costs in check and enhance efficiencies for member governments.

Included as Exhibit A is the draft budget based on current fund balances and a per capita rate of 19 cents and a grant funding budget of \$140,000.00 as approved March 16, 2022.

Included as Exhibit B is a description of the Authority's FY 2022-23 work program that is supported by the draft budget.

See Exhibits included in the Board's meeting materials:

- A. Draft FY 2022-23 Budget
- B. Draft WRWSA FY 2022-23 Work Program
- C. Draft Resolution 2022-03, Adoption of Final Budget for Fiscal Year 2022-2023

Staff Recommendation:

This item is provided for review and will be presented, incorporating any comments received at the May 18, 2022 Board meeting, for approval at the July 20, 2022 meeting.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

Fiscal Year 2022-23 Budget

Draft May 3, 2022

	4/1/2021 Population Estimate	Comments	Fiscal Year 2022-23	Fiscal Year 2021-22	\$ Change	% Change
Revenues: Administrative						
Assessments:		Official BEBR Population Estimates				
Citrus	155,615	6,232 person increase	\$29,567	\$28,383	\$1,184	4.2%
Hernando	196,540	4,354 person increase	\$37,343	\$36,516	\$827	2.3%
Marion	381,176	13,041 person increase	\$72,424	\$69,946	\$2,478	3.5%
Sumter	134,593	6,829 person decrease	\$25,573	\$26,871	-\$1,298	-4.8%
Total Population/Assessments @ 19¢/Capita	867,924		\$164,907	\$161,716	\$3,191	2.0%
Administrative Revenue from Citrus Contract		Based on Citrus County contract and Board direction	\$18,999	\$19,318	-\$319	-1.7%
Subtotal			\$183,906	\$181,034	\$2,872	1.6%
Carryover Administration Reserve Funds (FYE 21/22 Estimate) (SBA1)		See Attachment 2	\$748,526	\$692,676	\$55,850	8.1%
Total Administrative Revenue Available			\$932,432	\$873,710	\$58,722	6.7%
Revenues: Water Resource Development (WRD) Projects						
RWSP Update Matching Funds		50% of Total Project Budget	\$187,500	0.00	\$187,500	N/A
Phase 6 Irrigation Audit Program SWFWMD Matching Funds		0% of Total Project Budget	\$0	\$30,300	-\$30,300	N/A
Phase 6 Irrigation Audit Program Cooperator Matching Funds		0% of Total Project Budget	\$0	\$15,150	-\$15,150	N/A
Phase 7 Irrigation Audit Program SWFWMD Matching Funds		50% of Total Project Budget	\$51,000	\$0	\$51,000	N/A
Phase 7 Irrigation Audit Program Cooperator Matching Funds		25% of Total Project Budget	\$25,500	\$0	\$25,500	N/A
Annual Citrus WRD Payments (SBA2)		Based on CAB wellfield monthly average revenues of \$20,000 minus funds allocated to administrative revenue above	\$221,001	\$204,682	\$16,319	8.0%
Subtotal			\$297,501	\$250,132	\$47,369	18.9%
Carryover WRD Reserve Funds (FYE 21/22 Estimate) (SBA2)		See Attachment 2	\$1,127,470	\$1,021,768	\$105,702	10.3%
Total Water Resource Development Revenue Available			\$1,424,971	\$1,271,900	\$200,440	15.8%
Total Revenues Available			\$2,357,403	\$2,145,610	\$259,162	12.1%

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY					
Fiscal Year 2022-23 Budget					
Draft May 3, 2022					
		Fiscal Year 2022-23	Fiscal Year 2021-22	\$ Change	% Change
Expenditures: General Administration					
Executive Director	3% increase	\$89,280	\$86,700	\$2,580	3.0%
Administrative Assistant	3% increase	\$39,780	\$38,625	\$1,155	3.0%
Legal Services	Based on annual contract:				
Monthly Meetings @ \$235/hr	6 meetings/year, 3 hrs/meeting = 18 hrs	\$4,230	\$4,230	\$0	0.0%
Other Services @ \$235/hr.	6 hrs/month = 72 hrs	\$16,920	\$16,920	\$0	0.0%
Advertising	Based on FY 2020-21 actual	\$800	\$800	\$0	0.0%
Audit	FY 20-21 plus 3% COLA	\$11,623	\$11,284	\$339	3.0%
Bookkeeping Services	\$500/quarter per Engagement Letter	\$2,000	\$2,000	\$0	0.0%
Liability Insurance	FY 20-21 actual plus 5%	\$3,150	\$3,000	\$150	5.0%
Office Supplies	Based on FY 2020-21 actual	\$1,250	\$1,000	\$250	25.0%
Postage	Based on FY 2020-21 actual	\$800	\$800	\$0	0.0%
Printing and Reproduction	Based on FY 2020-21 actual	\$1,600	\$1,600	\$0	0.0%
Publications/Software	Based on FY 2020-21 actual	\$150	\$150	\$0	0.0%
Rent (Lecanto Gov't Bldg)	Based on Lease Agreement	\$2,048	\$2,048	\$0	0.0%
Registrations/Dues	Based on FY 2020-21 actual	\$1,500	\$1,500	\$0	0.0%
State Fees/Assessments	Based on FY 2020-21 actual	\$175	\$175	\$0	0.0%
Telephone	Based on FY 2020-21 actual	\$1,200	\$1,200	\$0	0.0%
Travel (Board Members & Staff)	Based on FY 2020-21 actual	\$3,000	\$5,000	-\$2,000	-40.0%
Web Page / Computer Maintenance	Based on FY 2020-21 actual	\$2,800	\$2,500	\$300	12.0%
Contingencies	@ 5% of non-contract admin costs	\$1,600	\$1,502	\$98	6.5%
Subtotal - General Administration Expenditures		\$183,906	\$181,034	\$2,872	1.6%
Fund Balance for Admin. Reserves FYE 22/23	FYE21/22 Admin Funds Bal + FY22/23 Admin Rev's - FY22/23 Admin Exp's	\$748,526	\$692,676	\$55,850	8.1%
Expenditures: Water Resource Development Projects					
General Services Contracts	As Needed Eng. & Tech. Firms	\$50,000	\$50,000	\$0	0.0%
Local Government Grant Program	Approved 3/16/22	\$140,000	\$140,000	\$0	0.0%
RWSP Update	100% of Project Budget	\$375,000	\$0	\$375,000	N/A
Phase 7 Irrigation Audit Program	100% of Project Budget	\$102,000	\$0	\$102,000	N/A
Phase 6 Irrigation Audit Program	0% of Project Budget	\$0	\$60,600	-\$60,600	N/A
Subtotal - Water Resource Development Projects		\$667,000	\$250,600	\$416,400	166.2%
Fund Balance for Water Resource Development Reserves FYE 22/23	FYE21/22 WRD Funds Bal + FY22/23 WRD Rev's - FY22/23 WRD Exp's	\$757,971	\$1,018,833	-\$260,862	-25.6%
Total Administration and WRD Expenses		\$850,906	\$431,634	\$419,272	97.1%
Total Administration and WRD Fund Balances at F'		\$1,490,497	\$1,756,959	-\$266,462	-15.2%
Combined FYE 22/23 Expenditures and Fund Balances		\$2,341,403	\$2,188,593	\$152,810	7.0%

ATTACHMENT 1

CALCULATION OF REVENUE FOR 2022-23 AND CALCULATION OF AMOUNT OF FUNDS NEEDED FROM RESERVES

Draft May 3, 2022

Revenue	4/1/2021 Population	
LOCAL ASSESSMENTS @ 19¢ PER CAPITA		
Citrus	155,615	\$29,567
Hernando	196,540	\$37,343
Marion	381,176	\$72,424
Sumter	134,593	\$25,573
Subtotal	867,924	\$164,907
CHARLES A. BLACK WATER SUPPLY FACILITY		
Minimum Production Charge		\$224,000
Subtotal		\$224,000
MATCHING CONTRIBUTIONS FOR STUDIES		
SWFWMD Match for RWSP Update		\$187,500
SWFWMD Match for Phase 7 Irrigation Audit Program		\$51,000
Local Cooperator Match for Phase 7 Irrigation Audit Program		\$25,500
SWFWMD Match for Phase 6 Irrigation Audit Program		\$0
Local Cooperator Match for Phase 6 Irrigation Audit Program		\$0
Subtotal		\$76,500
TOTAL REVENUE FOR FY 2022-23		\$465,407
Less: 2022-23 Administration Expense		-\$183,906
Less: 2022-23 WRD Cost		-\$667,000
Funds to WRWSA Reserves (+to, -from)		-\$385,499

ATTACHMENT 2

ANALYSIS OF BEGINNING FUND BALANCES

FY 2022 - 2023

Draft May 3, 2022

ESTIMATE OF WATER RESOURCES DEVELOPMENT FUND BALANCE AT END OF FY 2021-22

03/31/22 WRDF Balance (SBA2)	\$1,173,093
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FY 2021-22 Remaining WRD Fund Revenues

6 Citrus Co. Payments @ \$20,000/month minus administrative component below	\$110,858.00
Phase 5 Irrigation Audit Local Cooperator Revenue	\$0
Phase 5 Irrigation Audit SWFWMD Revenue	\$1,652
Phase 6 Irrigation Audit Local Cooperator Revenue	\$7,972
Phase 6 Irrigation Audit SWFWMD Revenue	\$26,523

Revenues Subtotal	\$147,005
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Less: FY 2021-22 Remaining Contract Expenditures:

2021-22 Citrus Water Conservation Program	\$44,250
2021-22 Hernando Water Conservation Program	\$48,750
2021-22 Marion Water Conservation Program	\$20,337
2021-22 Sumter County Water Conservation Program	\$22,000
2021-22 General Services Contracts	\$10,000
Phase 6 Irrigation Audit Program	\$47,291

Expenditures Subtotal	\$192,628
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Total WRD Funds at end of FY 2021-22	\$1,127,470
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ESTIMATE OF ADMINISTRATIVE FUND BALANCE AT END OF FY 2021-22

03/31/22 Admin Bal (SBA1)	\$748,526
Admin Revenue from CAB WSF	\$9,142
Admin Revenue from Per Capita Contributions	\$80,858
Less remaining FY Admin costs for 6 months	-\$90,000

Total Administrative Funds at end of FY 2021-22	\$748,526
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ESTIMATE OF TOTAL FUND BALANCE AT END OF FY 2021-22

Total WRD Funds at end of FY 2021-22	\$1,127,470
Total Administrative Funds at end of FY 2021-22	\$748,526

Total Fund Balance at end of FY 2021-22	\$1,875,996
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PROJECTED FUND BALANCES AT END OF FY 2022-23

Total Fund Balances beginning of FY 2022-23:	\$1,875,996
Add: 2022-23 Revenues	\$465,407
Deduct 2022-23 Expenses:	-\$850,906

Projected Fund Balances at end of FY 2022-23:	\$1,490,497
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Withlacoochee Regional Water Supply Authority

Fiscal Year 2022-2023 Work Program

1. Joint Funding of Water Conservation Projects with Member Local Governments

The Authority will continue its grant program to assist local governments in improving water supply and conservation within the region in order to extend the use of groundwater as long as possible. Fresh groundwater is the least expensive source available to meet growing demands, however there is a limit to this source due to environmental impacts and impacts on other existing legal users caused by withdrawals. As the limit to fresh groundwater resources is reached, alternative, more expensive water sources will need to be developed. At the present time, water conservation programs are the most appropriate way for the Authority to help local governments extend the use of lower cost groundwater supplies. The 2022-23 proposed budget includes \$140,000 toward local government water supply and conservation projects. Proposals will be considered from local governments and public supply utilities in the Authority's jurisdiction. The grant program guidelines and application package may be found on the Authority's web page at www.wrwsa.org. The water conservation activities co-funded by this grant program help participating utilities meet and surpass the maximum 150 gallons per person per day that is required by the SWFWMD and to meet the SJRWMD conservation requirements.

2. Regional Residential Irrigation Audit Program to Promote Water Conservation within the Region

This ongoing program provides an opportunity for residential water utility customers to obtain site-specific evaluations for optimizing the use of water through landscaping techniques and efficient irrigation systems, and to implement recommendations provided by a professionally certified contractor. Contractors used for the site-specific evaluations are professionals certified by the Florida Irrigation Society (FIS) or another recognized certifying agency in the targeted region. The initiative includes program information, water conservation education, reporting and analysis by a consultant. This continuing project targets existing inefficient landscape and irrigation water use and results in significant water savings and can lead to water quality protection through reduced leaching of fertilizers and lawn chemicals. More than 1300 audits have been conducted as part of Phases 1 to 5. In Phase 4, we began offering enhanced audits that have a more intense implementation of improvements, and have an improved benefit to reduce water usage. An average reduction in total water use of 28% has been achieved for the locations that have been audited. Phase 6 is ongoing, and Phase 7 will start in January 2023. This program is co-funded by the SWFWMD. Participating utilities incur only 25% of their respective portion of the project, leveraging local dollars with regional funds. This water conservation initiative helps participating utilities meet and surpass the maximum 150 gallons per person per day that is required by the SWFWMD.

3. Continued Cooperation with Citrus County in Operation and Management of the Authority's Charles A. Black Water Supply Facilities

The Authority and Citrus County completed negotiations at the end of FY 2015-16 of the new Water Supply Contract governing the operation and maintenance of the CABWSF. The new Contract allows for the continued operation of the facilities by Citrus County in a cost-effective manner ensuring a long-term water supply for the County and its customers while also providing for long-term financial stability for the Authority. In FY2021- 22, WRWSA coordinated with Citrus County as a co-applicant for the Water Use Permit No. 7121 renewal.

4. Participation in Maintenance and Enhancement of the North–Central Florida Groundwater Model

The Authority will continue to participate in discussions with SJRWMD and SWFWMD on the implementation of the North-Central Florida Groundwater model. The project was initiated in fiscal year 2012-13. Phase 1 of the project entailed updating and expanding the SWFWMD's Northern District Groundwater Model to encompass all of Marion County and to incorporate the most recent hydrologic data. Phase 1 of the project was successfully completed. The intent is for both water management districts to utilize this common model for determining the availability of groundwater in the region, particularly in Marion County which is split by the districts' boundaries. The SJRWMD and SWFWMD continue to improve upon the model and seek the engagement of various stakeholders. The model has significant implications for groundwater availability in the region and the Authority's continued participation and coordination with member governments is essential to ensure water supply implications are considered as the model is updated. The Authority also engages with both Districts to ensure continued use and support of the model.

5. Springs Protection and Restoration

The Authority continues to work with the SWFWMD on its springs coast initiative. The Authority staff continue to actively participate in the Springs Coast Management Committee as the public Supply Representative, and monitor activities of the District and the Steering Committee for implications on water supply in the region. WRWSA is also providing a representative on the Technical Advisory Committee via one of our As-Needed Consultants.

6. Program Development and Technical Assistance

- a) Support efforts to further define the hydrogeology of the region. Continue cooperation with the water management districts on the collection of hydrologic data to further refine the Districts' planning and regulatory models. Coordinate on efforts to better define the lower Floridan aquifer and the extent of fresh and brackish groundwater within the aquifer.
- b) Promote the WRWSA Regional Framework through coordination with WRWSA member governments to facilitate regional and sub-regional cooperation on water supply development and reclaimed water projects. Work with the WMDs in defining strategic priorities for the region and how these priorities may influence the ranking criteria for the Districts' Cooperative Funding Initiatives, including potential District funding for regional and sub-regional traditional and non-traditional water supply development that is consistent with the WRWSA Regional Framework.
- c) Participate in the SWFWMD and SJRWMD minimum flows and levels (MFLs) programs representing the interests of member governments. Provide technical assistance to WRWSA member governments in determining the potential impact to both the environment and potential water supply development based on proposed MFLs.
- d) Coordinate with FDEP, SJRWMD, SWFWMD and the Florida Department of Agriculture and Consumer Services on policy and rule development. Provide assistance to WRWSA member governments on FDEP and District rule development that may include Water Use Permitting, Environmental Resource Permitting, water conservation and future water supply development, including the statewide consistency initiatives. Monitor water management programs and rule development in other parts of the state, including the Central Florida Water Initiative, for implications to the WRWSA and its member governments.

- e) Monitor and coordinate with the water supply planning and development activities in adjacent communities and regions, including but not limited to Tampa Bay Water, the Central Florida Water Initiative, the Polk Water Cooperative, and Lake and Levy counties for possible implications on water resource availability within the WRWSA region. Provide input to such activities when appropriate.
- f) Monitor applications for significant water use permits and permit modifications within the region for potential impacts on WRWSA and member government existing and planned water supply facilities and engage in the permitting process where appropriate.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

DRAFT RESOLUTION 2022-03

**ADOPTION OF FINAL BUDGET
FOR FISCAL YEAR 2022-23**

WHEREAS, pursuant to the requirements of Section 189.016(4), Florida Statutes, the Board of Directors of the Withlacoochee Regional Water Supply Authority held a public meeting on May 18, 2022, on the final budget and assessment rate for general administrative, operating and project expenses for the fiscal year beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, the Board has complied with all requirements of said section and desires to adopt its final budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY:

Section 1. The Board of the Withlacoochee Regional Water Supply Authority hereby adopts its final budget, for general administrative, operating and project expenses for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023, as shown on the attached Exhibit, attached hereto and made a part hereof as Exhibit A.

Section 2. This Resolution and a copy of the final budget as adopted shall be forwarded to the Board of County Commissioners of each member County.

Section 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED in regular session this eighteenth day of May 2022.

**WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY**

BY: Kathy Bryant, Chair

Attest:

Suzannah J. Folsom, Executive Director

Legislative Report

Mrs. Suzannah Folsom, Executive Director, will present this item.

The 2022 Legislative Regular Session began in January 11 and ended in March 11. Staff has gathered information on relevant bills that are related to conservation and water supply from SWFWMD, 1000 Friends of Florida, and the Florida Engineering Society's Conservation and Environmental Quality Committee, and the House and Senate websites. The attached exhibit is a more detailed summary of the bills WRWSA has been tracking that passed in the session, and their status.

See Exhibit

Staff Recommendation:

This item is for information only and no action is required.

Summary of Bills that passed in the 2022 Session

May 3, 2022

Bill Title	Significance	Bill	Sponsors	Status
Private Provider Inspection of Onsite Sewage Treatment and Disposal Systems	<p>Authorizes the owner of an Onsite Sewage Treatment and Disposal System (OSTDS) to hire a private provider to inspect the OSTDS (cannot be the installer). Inspector must be either; certified environmental health professional, registered master septic tank contractor, licensed professional engineer who has passed all parts of the Onsite Sewage Treatment Disposal System (OSTDS) Accelerated Certification Training, or person working under a licensed and OSTDS certified engineer.</p> <p>Department of Environmental Protection (DEP) must be notified prior to initial inspection. DEP may audit up to 25% of private providers to ensure adequate inspections and investigate complaints regarding OSTDS inspections. DEP is required to report to the Senate and House of Representatives on the use of private providers for OSTDS inspections by October 1, 2023. DEP,</p> <p>Department of Health, and county health departments may experience fiscal impacts due to less influx of OSTDS inspection fees.</p>	SB 856 HB 309	Sen Brodeur, Rep Fetterhoff, Rep Giallombardo	<p>Passed in Senate 3/1/22</p> <p>Passed in House 3/8/22</p>
Inventories of Critical Wetlands	<p>Requires water management districts and local governments, to develop a list of critical wetlands to be acquired through the Land Acquisition Trust Fund. Qualifications include the ecological value as determined by the physical and biological components of the environmental system, the effect on water quality and flood mitigation, the ecosystem restoration value, vulnerability to development, and the ability to develop due to its geographic location or natural aesthetics.</p> <p>Water management districts are required to include a list of critical wetlands in their annual strategic plan. Water management districts must notify property owners if their property is included. Owners can request that their property be moved from the list. The governing board can approve the removal from the critical wetlands list if requirements are met.</p>	SB 882 HB 761	Sen Brodeur Rep Truenow	<p>Passed in Senate 2/23/22</p> <p>Passed in House 3/7/22</p> <p>Approved by Governor 4/27/22</p>

Nutrient Application Rates	<p>Authorizes citrus producers tailor their nutrient application rates based on recommendations from certified professionals, which may differ from published nutrient application rates. Citrus producers are required to enroll in and implement best management practices (BMPs) adopted by the Department of Agriculture and Consumer Services (DACS).</p> <p>The University of Florida Institute of Food and Agriculture Sciences is required to; analyze the use of site-specific nutrient management for crops other than citrus and crop rotations, develop a research plan and temporary recommendations for implementation of site-specific nutrient management, and submit a report to the Governor and Legislature by December 31, 2022. This legislature intends to accommodate continued agricultural production without interruption as research to revise nutrient application rates is completed.</p>	SB 1000 HB 1291	Sen Albritton Rep McClure	<p>Passed in Senate 2/17/22</p> <p>Passed in House 3/8/22</p>
Floating Solar Facilities	<p>Requires floating solar facilities (FSF) to be a permitted use in land use categories of each local government's comprehensive plan. Each local government must amend its development regulations to promote the expanded use of FSFs. FSFs are defined as a solar facilities located on a wastewater treatment ponds, abandoned lime rock mine areas, or other manmade water storage reservoirs.</p> <p>FSFs can be effective tools in harnessing energy while the bodies of water can cool the solar panels- in turn boosting power production, they also help decrease water loss to evaporation and the formation of harmful algae blooms.</p> <p>The bill requires the Office of Energy (OOE) within the Department of Agriculture and Consumer Services (DACS) to develop and submit recommendations to the Legislature by December 31, 2022, providing a framework to regulate private and public sector entities that implement FSFs.</p>	SB 1338 HB 1411	Sen Diaz Rep Avila	<p>Passed in Senate 3/2/22</p> <p>Passed in House 2/24/22</p> <p>Approved by Governor 4/27/22</p>

<p>Water Quality Enhancement Areas</p>	<p>Authorizes the construction, operation, management, and maintenance of a water quality enhancement area (WQEA) as approved through the environmental resource permitting (ERP) process as the basis for a water quality credit program and authorizes the Department of Environmental Protection (DEP) to develop rules to implement the program, in consultation with the water management districts, by June 30, 2023..</p> <p>Water quality enhancement credits may be sold only to governmental entities. The bill makes clarifications regarding incentives for the use of graywater technologies. DEP would incur costs from operating the WQEA program including eight additional staff members and associated travel.</p> <p>A government entity can use a WQEA for its own water quality needs. However, it may not act as a sponsor to construct, operate, manage, maintain, or market credits to third parties. WQEA permits provide for the assessment, valuation, and award of credits based on units of pollutant removed.</p> <p>WQEA permit applications must use existing basin management action plan's (BMAP) If a BMAP does not exist for this for the watershed the applicant may use an existing model parameters and results used by the DEP to develop a BMAP for a watershed with similar characteristics and pollutants. The DEP determines if the model used is sufficient.</p>	<p>SB 1426 HB 965</p>	<p>Sen Burgess Rep Truenow</p>	<p>Passed in Senate 3/4/2022</p> <p>Passed in House 3/4/2022</p>
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Flooding and Sea Level Rise	<p>Establishes the Statewide Office of Resilience within the office of the governor, which is headed by the Chief Resilience Officer.</p> <p>The bill also requires the Department of Transportation (DOT) to develop a resilience action plan for the State Highway System to address vulnerabilities associated with flooding and sea-level rise. The DOT must also provide technical assistance to local agencies and modal partners on resilience issues related to the State Highway System and the deployment of local and regional solutions. The DOT is required to submit the action plan to the Governor and the Legislature by June 20, 2023, and a status report every third year on June 30 thereafter.</p> <p>The bill revises the annual \$100 million cap on funding to a minimum threshold of \$100 million.</p> <p>The Florida Flood Hub for Applied Research and Innovation is required to provide certain data to counties and municipalities for vulnerability assessments. Beginning January 1, 2023, the bill also directs surveyors and mappers to submit digital copies of the elevation certificates they complete to the Division of Emergency Management (DEM) as outlined on the DEM's website.</p>	SB 1940 HB 7053		<p>Passed in senate 3/2/22</p> <p>Passed in house 3/9/22</p> <p>Presented to the Governor 5/3/22</p>
PFAS	<ul style="list-style-type: none"> • Creating the task force within the Department of Environmental Protection • Providing the membership, organization, and duties of the task force • Requiring the department to provide staffing to assist the task force in the performance of its duties • Requiring the task force to convene by a specified date • Requiring the task force to submit an annual report to the Governor and the Legislature by a specified date 	SB 7012 HB 1475	Sen Albritton Rep McClure	<p>Passed in Senate 3/4/22</p> <p>Passed in House 3/4/22</p>

Item 10

As-Needed General Professional Engineering/Technical Services Request for Statements of Qualifications

Mrs. Suzannah Folsom, WRWSA Executive Director, will present this item.

At its September 20, 2017 meeting, the Authority Board approved entering into contracts with six firms for the purposes of as-needed General Professional Engineering/Technical Services. Four of those firms are presently under contract:

INTERA Incorporated
Water Resource associates, LLC
CHA Consulting, Inc.
RESPEC Company, LLC

Work under each contract has been authorized through the issuance of a work order, with each work order being approved by the Board. These agreements were for an initial term of three years, ending in November 2020, with the ability to extend each agreement twice by a period of one year. The Board has previously approved these contract extensions are now due to expire September 30, 2022.

The purpose of this item is to obtain Board authorization to issue a Request for Statements of Qualifications for General professional Engineering/Technical Services. If approved, staff will return to the Board at its September 2022 meeting with recommendations for entering into contract(s) with responsive, qualified firms. The Tentative schedule or the procurement is:

<u>Task</u>	<u>Date</u>
Advertise the Request for SOQs	May 20, 2022
Deadline for Questions	June 15, 2022
Submittals Due	July 15, 2022
SOQ Evaluation and Ranking	July 18 – August 29, 2022
Board Approval of Top Ranked Firm(s)	September 21, 2022
Contract Term	October 1, 2022 – September 30, 2025
Two optional 1-year contract extensions	October 1, 2025 – September 30, 2027

As an exhibit to this item is the proposed Request for Statements of Qualifications which is included in the Board's meeting materials.

Staff Recommendation:

Approval for staff to issue the Request for Qualifications for as-needed General Professional Engineering/Technical Services in substantially the same form.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR CONSULTANT STATEMENT OF QUALIFICATIONS
For
GENERAL PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES

The Withlacoochee Regional Water Supply Authority (Authority) is requesting Statements of Qualifications (SOQ) for consultants for the purpose of providing general professional engineering, and related technical services. Work will be assigned on a project specific basis through the issuance of work orders.

The as-needed services may include but are not limited to: planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply and conservation planning technical assistance and implementation of the Authority's water supply plans; feasibility studies; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water quality analysis, water facility and transmission main design, permitting and permit compliance; construction inspection/management services and system evaluations.

An information packet containing details of the contracts and the SOQ submittal requirements is available on Demand Star and upon request from LuAnne Stout at:

Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
352-527-5795

Consultant selection will be in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. Firms desiring to provide these professional services to the Authority must submit four (4) paper copies, and four (4) electronic PDF copies of their SOQ in accordance with the requirements contained in the information packet to the attention of Suzannah Folsom, Executive Director at the address listed above no later than 2:00 pm local time, July 15, 2022

Suzannah Folsom, Executive Director
Withlacoochee Regional Water Supply Authority

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
INFORMATION PACKAGE
for
GENERAL PROFESSIONAL ENGINEERING/TECHNICAL SERVICES
STATEMENT OF QUALIFICATIONS

The Withlacoochee Regional Water Supply Authority (WRWSA or Authority) is requesting 'Statement of Qualifications' (SOQ) from engineering/technical consultants (Consultant) for the purpose of providing General Professional Engineering/Technical Services.

AUTHORITY BACKGROUND

The Authority is an independent special district of the state of Florida, created and existing pursuant to Section 373.713 and 163.01, Florida Statutes. The Authority Board is comprised of Citrus, Hernando, Marion and Sumter counties, and one municipality within each county, presently The Cities of Belleview, Bushnell, Inverness and Brooksville; which comprise the Authority's member governments. The Authority is a multi-county special district of the State of Florida charged with planning for and developing cost efficient, high quality water supplies for its member governments. The Authority promotes environmental stewardship through its water conservation programs and, in the future, will develop alternative water sources to augment groundwater supplies to meet the region's long-term needs.

The Authority currently owns the Charles A. Black wellfield in Citrus County, with a permitted average annual capacity of approximately 4.6 million gallons per day (mgd) by the Southwest Florida Water Management District and is in the process of a 20-year permit renewal at an annual average capacity of approximately 7.2 mgd. The system includes seven production wells, two water treatment facilities, one 1-million gallon and two 4-million gallon storage tanks and associated wellfield transmission system pipelines.

SCOPE OF SERVICES

General Professional Engineering/Technical Services may include, but not be limited to:

- Population and demand projections
- Implementation of the regional water supply plan initiatives
- Water supply and conservation feasibility studies
- Review and analysis of existing and proposed minimum flows and levels
- Coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection
- Board Meeting attendance and presentations on water supply/conservation related topics
- Wellfield hydrology and hydrogeology
- Water quality analysis

- Water treatment facility and transmission main design
- Permitting and permit compliance assistance
- Engineering evaluation for facility renewal and replacement needs
- Construction inspection/management services
- State and Federal funding assistance

SCHEDULE

<u>Task</u>	<u>Date</u>
Advertise the Request for SOQs	May 20, 2022
Deadline for questions	June 15, 2022
Submittals Due	July 15, 2022, 2:00 p.m.
SOQ Evaluation and Ranking	July 18 – August 29, 2022
Board Approval of top ranked Consultant(s)	September 21, 2022
Contract term	October 1, 2022 - September 30, 2025
Two optional 1-year contract extensions	October 1, 2025 – September 30, 2027

CONSULTANT SELECTION PROCESS

Consultants must demonstrate knowledge and understanding of the Authority and its programs, and compliance with the rules other agencies as may be applicable for specific projects. The Authority reserves the right to select one or more consultants that can best provide the services as needed by the Authority.

After issuance of an invitation for bids, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective offerors/bidders or their agents, representatives or persons acting at the request of such offerors/bidders are prohibited from contacting members of the Authority's Board of Directors and Executive Director or any member of a selection or negotiation committee until after the final recommendation is presented to the Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning a solicitation shall be directed only to LuAnne Stout (lstout@WRWSA.org, 352-527-5795). Failure to adhere to this requirement may make the Consultant or team ineligible for selection at the discretion of the Authority.

STATEMENT OF QUALIFICATION REQUIREMENTS

The SOQ's must also include the following Sections:

1. Consultant Information

- Legal name, address, phone number and email of Consultant.
- Principal location(s) of Consultant offices.
- Legal form of company, i.e., partnership, corporation, joint venture. (if joint venture, identify the members and provide all information required under this section)

2. Contract Manager

- Identification and outline of qualifications and professional experience of Consultant's Contract Manager to serve as point of contact for any and all General Professional Engineering/Technical Services work assigned by the Authority.
3. Support Staff
 - Qualifications and professional experience of other key personnel who will be assigned to conduct project services listed above, and the location of the office to which they will be assigned for this project.
 - Organizational Chart of Project Team/Key Personnel. Note the office location of the staff listed.
 4. Example Projects
 - Examples of up to five (5) similar projects or Contracts completed by Consultant in the last 5 years relating to the scope of services listed above.
 5. Other Contracts in WRWSA Service Area
 - Indicate if Consultant presently represents any of the Authority's member governments in any way.
 - List any open Contracts that the Consultant has with all municipalities within Citrus, Hernando, Marion and Sumter counties.
 - List any open Contracts that the Consultant has with the Southwest Florida Water Management District or the St. John's River Water Management District.
 6. Litigation
 - Indicate if Consultant is currently involved in any litigation against any of the Authority member governments, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Members.
 7. References
 - List of at least three (3) references for recent similar contracts that the Authority can contact with respect to Consultant's work performance.
 8. Documentation
 - Signed Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes.

The SOQ shall be limited to no more than thirty (30) pages for all requested information described in this section including the required form listed in Item 8 above. Front and back covers, transmittal letter, and section dividers are excluded from the total of 30 pages. All pages shall be single sided standard 8 ½ x 11 inches in size, margins not less than 1-inch and minimum 12 font size for text.

Consultants desiring to provide these services to the Authority must submit four (4) paper copies and four (4) USB flash drives with electronic PDF of their SOQ in

accordance with the requirements contained in the information package to:

Suzannah J. Folsom, Executive Director
Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
(352) 527-5795

SOQ's must be received by **2:00 p.m. on July 15, 2022**. Late submittals will not be opened or considered. Email submittal of SOQs is not acceptable. In addition, proposals not containing all required information or not in the format specified may, at the option of the Authority, be rejected.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY by

(Print individual's name and title)

for

(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

_____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; OR
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**
- ____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing

Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2022.
Personally known _____ OR produced identification _____.
(Type of Identification)

Notary Public

Name (Printed)_____

My commission expires _____.

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS --
GENERAL PROFESSIONAL ENGINEERING/TECHNICAL SERVICES**

Recommended Action – Approve recommended list of firms and authorize the Executive Director to execute Agreement for General Professional Engineering/Technical Services with each respective firm contingent on review by legal counsel.

Statement of Qualifications were requested and received on or before July 15, 2022 at 2:00 pm.

Staff recommends the Authority Board of Directors approve the recommended list of firms for award of contracts for 'General Professional Engineering/Technical Services' at the Authority Board meeting on September 21, 2022.

Firms (listed alphabetically)	Location

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Posted: September XX, 2022

**AGREEMENT FOR GENERAL PROFESSIONAL
ENGINEERING/TECHNICAL SERVICES
BETWEEN THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND _____**

The Agreement is made this _____ day of _____, 2022 between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, hereinafter referred to as the “Authority” whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461, and _____, hereinafter referred to as “Consultant” whose address is _____.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, plans for and develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities; and

WHEREAS, the Authority desires to retain a consultant to provide as-needed General Professional Engineering/Technical Services which may include but are not limited to: planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply and conservation planning technical assistance and implementation of the Authority’s water supply plans; feasibility studies; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water quality analysis, water facility and transmission main design, permitting and permit compliance; construction inspection/management services and system evaluations; and

WHEREAS, the Authority has selected Consultant in accordance with the provisions of the Florida Consultant’s Competitive Negotiation Act; and

WHEREAS, Consultant desires to render as-needed General Professional Engineering/Technical Services to the Authority, and has the experience, staff and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- A. “Agreement” – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.
- B. “As-Needed General Professional Engineering/Technical Services” – Professional engineering/technical services to be provided by Consultant to the Authority from time-to-time, generally consisting of (but not limited to): planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply planning technical assistance and implementation of the Authority’s water supply plans; feasibility studies; review and analysis of water management district minimum flows and levels and other resource management programs; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water facility design, permitting and permit compliance; construction inspection/management services and system evaluations.
- C. “Fee Schedule” – Schedule showing billing rates for Consultant’s various personnel classifications which serves as a basis for budget development on tasks within the Scope of Services, and which is included as “Exhibit A” in the Agreement.

- D. “Scope of Services” – Specific tasks and duties to be conducted by Consultant within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order (a.k.a. Project).
- E. “System” – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. “Submittal” – Drawings, tests, samples, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement Documents.
- G. “Work Order” (aka Project) – An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee.

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform As-Needed General Professional Engineering/Technical Services as directed by the Authority. Key personnel and sub-consultants shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONSULTANT’S RESPONSIBILITY

For each Work Order assigned to Consultant, the Authority and Consultant shall develop a Scope of Services that will include the project objective, project tasks, staffing, completion timeframe

and estimated costs required to complete the Work Order. Consultant shall proceed and furnish these services upon authorization by the Authority. In addition to the services set forth in individual Work Orders, Consultant shall perform the following:

- A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.
- B. Consultant shall maintain an adequate and competent staff licensed and operating within the State of Florida.
- C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant's policies, opinions and decisions related to each assigned Work Order.
- D. Consultant shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of the Work Order.
- E. Consultant shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and/or its authorized representative shall have the right to visit the site and/or the office of Consultant at any reasonable time for purposes of inspection. The documents and drawings obtained or generated under the Agreement shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. In addition to the documents and reports set forth in Work Orders, Consultant shall

deliver to the Authority, at cost, copies of such documents or reports the Authority may request from time to time.

- F. Consultant shall cooperate with other engineers, consultants, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with services of Consultant under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Orders, transmit instructions, receive information, approve invoices and authorize payments thereon, interpret and define the Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Consultant's services.
- B. To provide, within a reasonable time from request of Consultant existing data, plans, reports and other information in the Authority's possession or under the Authority's control which are necessary or may be helpful to Consultant in their performance of their

duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

- C. To give prompt written notice to Consultant if the Authority observes or otherwise becomes aware of any fault or defect in any Scope of Services or non-conformance with the Agreement Documents.
- D. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services.

SECTION 5. TIME OF PERFORMANCE

Consultant shall commence work on a Work Order immediately upon receipt of the Work Order and shall satisfactorily complete all work in the Scope of Services for the Work Order within the established project schedule.

SECTION 6. COMPENSATION

Compensation for individual Work Orders performed by the Consultant shall be payable as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedule in Exhibit "A" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority. The Fee Schedule in Exhibit "A" may be adjusted on an annual basis upon written approval by the Executive Director.
- B. The fair and reasonable expenses of Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall

also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Work Order activities, and agreed to by the Executive Director. Expenses, which may be incurred by Consultant for travel or hotels, must be pre-approved by the Executive Director and, if pre-approved, will be reimbursed in accordance with section 112.061, Florida Statutes (per diem and travel expenses of public officers, employees, and authorized persons). This paragraph supersedes any conflicts that may occur with Exhibit "A".

- C. Consultant shall prepare and submit to the Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 10th day of the month for work completed the previous month. Payment shall be made expeditiously within a maximum of ninety (90) days after the date on which the monthly invoice is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within ninety (90) days from receipt thereof by the Authority. Consultant's right to suspend

services does not become effective if the Authority has withheld payment of an invoice for cause.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to section 218.76(2), Florida Statutes, as may be amended.

SECTION 7. AGREEMENT DOCUMENTS

The documents, which comprise the Agreement between the Authority and Consultant, consist of the Agreement and the following documents, which are attached hereto and incorporated by reference;

- A. Consultant's DATE, 2022 Statement of Qualifications
- B. Fee Schedule, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B",
- D. Any written amendments, modifications, work orders or addenda to the Agreement.

SECTION 8. DOCUMENTS AND DATA

- A. All original documents prepared by Consultant are instruments of service and shall become property of the Authority. However, the use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the Scope of Services will be considered the

property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and/or completion of each work order.

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph E.
- C. All tracings, plans, specifications, maps, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within the Scope of Services of Consultant pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.
- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Consultant shall make any patentable product or result of the Scope of Services and all information, design, specifications, data, and findings available to the Authority in accordance with Section 3, Paragraph E. No material prepared in connection with the Project will be subject to copyright by Consultant. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Consultant

pursuant to assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within the Scope of Services of Consultant pursuant to the Agreement shall be at the risk of the Authority. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Project are released by the Authority for publicity, proper credit for engineering shall be given to Consultant, provided the giving of such credit is without cost to the Authority.

- F. For a period of five (5) years after the completion of the work orders, Consultant agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement in accordance with Section 3, Paragraph E, at cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.
- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to any assigned Work Order without first obtaining the Authority's written consent.

SECTION 9. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 527-5795, sfolsom@wrwsa.org, LECANTO GOVERNMENT BUILDING, 3600 W. SOVEREIGN PATH, SUITE 228, LECANTO FL 34461

The Contractor must comply with Florida's public records laws, including but not limited to the following:

- A. Keep and maintain public records required by the public agency in order to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 10. STANDARD OF PERFORMANCE

Consultant shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced engineering organization rendering the same services, and in accordance with sound engineering principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound engineering principles and practices.

SECTION 11. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Consultant agrees to comply with any applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
- C. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, order and decisions, that may affect Consultant's performance of the Agreement.
- D. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered

in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.

- E. Consultant shall obtain and review all information and data which relates to assigned Work Orders or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement Documents or related to work under separate contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.
- F. Consultant recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 12. SUSPENSION OF PROJECT – EXTRA WORK

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Scope of Services upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order, and amendments to any Scope of Services by the Authority shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services for a Work Order ("Extra Work"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Work. If the Authority determines such service does

constitute Extra Work, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.

- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Project, Consultant shall resume its services until the Scope of Services is completed in accordance with the Agreement, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.
- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount which is necessary to meet the project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under this Agreement, Consultant shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under the Agreement.

- F. If Authority requires Consultant to assist with an audit of the Project costs, such assistance shall not be considered Extra Work.

SECTION 13. SUBCONTRACTORS

Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein.

SECTION 14. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its contractual staff shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a

wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement.

SECTION 15. INSURANCE

- A. The Consultant shall purchase and maintain such workers compensation, commercial (occurrence form) or comprehensive general liability, professional liability and other insurance as are appropriate for the services being performed hereunder by Consultant, its employees or agents.
- B. The amounts and types of insurance shall conform to the following minimum requirements:
1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. The Authority is to be specifically included as additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

4. Professional Liability. Coverage must include:

- a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
- b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other

insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.

- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Consultant shall require each of its subcontractors, suppliers and other persons or organizations working for Consultant to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Consultant in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Consultant, unless such party is a licensed professional. The preceding sentence does not preclude Consultant for requiring such insurance. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with the Project

comply with all of the insurance requirements contained herein relative to each such party.

SECTION 16. INDEMNIFICATION OF THE AUTHORITY

Consultant shall indemnify and hold harmless the Authority, and its directors, officers and contractual staff from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of Consultant and other persons employed or utilized by the Consultant in performance of the Agreement. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 17. TERM OF AGREEMENT

- A. The term of this Agreement is for three (3) years and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

SECTION 18. TERMINATION OF AGREEMENT BY THE AUTHORITY

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice. If the Agreement is so terminated, Consultant shall be paid for all services performed, pursuant to the terms and conditions of the Agreement, through the date of Consultant's receipt of notice of termination. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.

B. In the event the Agreement should be terminated by Authority or Consultant, or the term of the agreement expires, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Project Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance; and
4. Section 15, regarding Indemnification

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure the Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. Consultant represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

SECTION 22. SUCCESSORS AND ASSIGNS

Neither Authority nor Consultant shall assign, sublet or transfer any interest in the Agreement without the written consent of the other. The Authority and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the Agreement and to the partners, successors, permitted assigns and legal representatives of such other party with respect to all covenants of the Agreement.

SECTION 23. FORCE MAJEURE

Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Consultant. In any such event, Consultant's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

This Agreement gives no rights or benefits to anyone other than the Authority and Consultant and has no third-party beneficiaries.

SECTION 25. DISPUTE RESOLUTION

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

SECTION 26. CONTROLLING LAW

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Citrus County, Florida.
- B. In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including witness fees, court costs and attorneys' fees at both the trial and appellate level.

SECTION 27. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
Attention: Suzannah Folsom, PE, PMP, Executive Director

If to the Consultant: _____

Attention: _____, _____

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 28. EXTENT OF AGREEMENT

- A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY**

BY: _____

Date

Suzannah J. Folsom, PE, PMP

Executive Director

WITNESSES:

Date

BY: _____

Print Name

Title

PREPARED BY:

Robert W. Batsel, JR., Attorney
General Counsel for

Item 11

Attorney's Report

To be provided at meeting

Item 12

Executive Director's Report

Item 12.a.

Charles A Black Wellfield Water Use Permit Renewal

Ms. Suzannah Folsom, Executive Director will present this item.

The Charles A. Black Wellfield Water Use Permit number 7121.006 expired on March 13, 2022. Withlacoochee Regional Water Supply Authority is a co-applicant with Citrus County. The wellfield consists of seven public supply drinking water wells. The current permit has an average supply of 4,597,000 gallons per day (GPD) and a peak flow of 6,574,000 GPD.

Citrus County hired Jones Edmunds and Associates to assist in preparing the permit renewal application. WRWSA staff reviewed the permit application and provided comments prior to submittal. The application was submitting to the Southwest Florida Water Management District (SWFWMD) on January 31, 2022. SWFWMD sent a request for additional information on March 1, 2022.

The requested term is 20 years, with an average permitted supply of 7,181,900 GPD and a peak supply of 9,121,013 GPD. This increase in capacity is based on population projections. The population served is expected to increase 39,630 by 2042. This includes the existing service area, service area expansion, and new proposed developments. The following table is included in the application report:

Table 3-2 2042 WUSA Projected Population

Area	Start of Service Date	Adjusted Total Functional Population 2020	Adjusted Total Functional Population 2025	Adjusted Total Functional Population 2030	Adjusted Total Functional Population 2035	Adjusted Total Functional Population 2040	Adjusted Total Functional Population 2042	Adjusted Total Functional Population 2045
WUSA Adjusted Growth ¹	Current	25,862	27,060	28,006	28,780	29,446	29,680	30,032
Foxwood	Current	152	152	153	153	153	153	153
Unincorporated	Current	762	774	779	782	785	786	787
Existing Service Area Subtotal		26,776	26,776	27,986	28,937	29,715	30,384	30,619
MC_450602_16_B	2024	162	172	178	183	187	189	191
BW_450800_16_PP	2024	658	662	666	669	672	673	675
BW_450800_17	2024	89	91	93	95	97	98	98
MC_450602_16_C_7_River	2028	381	385	389	392	395	396	398
BW_450101_6	2033	254	263	270	276	282	284	286
BW_450102_14_B	2033	157	159	160	161	162	163	163
BW_450102_14_A	2033	240	241	242	243	244	244	244
BW_450102_11	2033	330	331	331	332	332	333	333
BW_450102_9	2033	463	466	469	471	474	475	476
CS_450304_16	2038	11	12	13	14	15	15	15
NW_450500_4	2038	10	11	14	15	17	17	18
BW_450702	2038	1,919	2,056	2,133	2,187	2,232	2,247	2,270
Service Area Expansion Subtotal²		0	925	1,326	2,823	5,109	5,133	5,168
Crystal Ridge Development	2021	7	323	861	1,400	1,938	2,153	2,153
Crystal Glen Development	2022	3	40	107	174	241	267	267
Sterling Hills Development	2022	5	219	583	948	1,312	1,458	1,458
Planned Development Subtotal		14	14	582	1,551	2,521	3,491	3,879
Total		26,790	29,493	31,815	35,059	38,983	39,630	40,019

Notes: ¹ Projected population for the current WUSA from SWFWMD GIS model parcel database adjusted to remove the Arsenic impacted area to the north not projected to be served during the permit period.

² Projected population for the from SWFWMD GIS model parcel database shown for septic-to-sewer project areas. Projected start of water service is within 4 years of projected sewer project completion. Subtotal only includes areas after the start of service date is reached.

Staff Recommendation:

This item is for information and no action is required.

Item 12.b.

Executive Director's Report

Water Use Permit Demand Summary

Summary of Major Water Use Permits in WRWSA Service Area

Updated 4/24/22

Water Use Permit #	Applicant/Permittee Name	Permit Expiration Date	Permitted Average GPD	Actual 12-Month Rolling Average GPD*	Actual 5-Year Rolling Average GPD**	Actual Use / Permit Capacity	WRWSA RWSP Projection for 2020 GPD	RWSP Accuracy for 2020 +/- %
Citrus County								
<u>207.007</u>	City of Crystal River	3/27/2032	919,000	716,238	747,501	77.9%	740,000	3.3%
<u>419.013</u>	City of Inverness	5/18/1931	1,535,000	1,070,652	1,053,824	69.7%	1,120,000	4.6%
<u>1118.008</u>	Floral City Water Association, Inc.	2/28/2038	395,000	324,225	338,619	82.1%	300,000	-7.5%
<u>2842.011</u>	Citrus County	8/25/2035	4,780,000	2,660,781	2,540,803	55.7%	2,540,000	-4.5%
<u>4153.014</u>	Rolling Oaks Utilities, Inc.	8/20/2038	1,573,000	1,571,011	1,573,327	99.9%	1,510,000	-3.9%
<u>4406.008</u>	Homosassa Special Water District	2/13/2022	960,000	827,696	818,599	86.2%	760,000	-8.2%
<u>7121.006</u>	Citrus County - Charles A Black	3/13/2022	4,597,000	4,861,532	4,659,462	105.8%	3,710,000	-23.7%
<u>9791.011</u>	Citrus County - Sugarmill Woods	11/17/2025	2,435,300	2,184,278	2,114,681	89.7%	2,290,000	4.8%
	GCP Walden Wds. One & Two, LLC, c/o Sun Communities, Inc.	4/23/2039	187,900	86,605	141,222	46.1%	140,000	61.7%
<u>20230.000</u>	Ozello Water Association, Inc.	1/12/2022	509,000	N/A**	N/A	N/A	450,000	N/A
Hernando County								
	Hernando Co. BOCC, Wiscon Maintenance							
<u>5789.013</u>	Compound/Attn: Landis Legg	8/26/2035	23,299,000	20,374,414	18,211,599	87.4%	18,850,000	-7.5%
<u>7627.005</u>	City of Brooksville	2/25/2024	2,448,000	1,376,431	1,335,961	56.2%	1,120,000	-18.6%
Marion County - SWFWMD								
<u>1156.013</u>	Bay Laurel Community Development District	2/23/2041	7,560,900	3,649,523	3,347,581	48.3%	2,650,000	-27.4%
<u>2999.005</u>	Marion Utilities, Inc. Rainbow Lakes Estates	2/27/2035	126,000	96,205	96,170	76.4%	100,000	3.9%
<u>5643.008</u>	Utilities, Inc. of Florida - Golden Hills	2/23/2036	188,400	128,951	141,776	68.4%	160,000	24.1%
<u>6151.013</u>	Marion County Utilities Consolidated WUP	9/7/2021	6,661,000	5,893,488	4,838,963	88.5%	5,130,000	-13.0%
<u>7849.005</u>	Marion Utilities, Inc.- Woods & Meadows	4/20/2037	149,000	77,748	114,181	52.2%	140,000	80.1%
<u>8020.008</u>	Association of Marion Landing Owners, Inc.	9/9/2040	179,400	128,851	130,372	71.8%	160,000	24.2%
	Florida Governmental Utility Authority-							
<u>8339.008</u>	Dunellon	3/21/2035	1,117,100	1,305,560	1,170,978	116.9%	910,000	-30.3%
<u>8481.006</u>	Marion Utilities, Inc.- Spruce Creek	6/24/2039	834,400	905,082	745,058	108.5%	690,000	-23.8%
Marion County - SJRWMD								
	Sunshine Utilities of Central Fla Inc - South							
<u>2993-10</u>	Marion Regional Water System	12/17/2021	151,000	176,135	164,314	116.6%	230,000	30.6%
<u>2995-6</u>	Tradewinds Utilities Inc	2/27/2035	132,000	98,367	91,273	74.5%	100,000	1.7%
<u>3016-3</u>	Ocala East Villas Inc	9/4/2021	126,491	83,263	92,610	65.8%	100,000	20.1%
<u>3021-5</u>	Rolling Greens Communities	9/13/2025	610,000	486,251	358,131	79.7%	350,000	-28.0%
	Florida Governmental Utility Authority - Ocala							
<u>3043-7</u>	Oaks	1/6/2040	194,000	139,202	132,133	71.8%	170,000	22.1%
<u>3094-4</u>	Marion Utilities Inc - Fore Acres	3/1/2021	145,000	106,137	102,308	73.2%	110,000	3.6%
<u>3101-5</u>	Marion Utilities Inc - Greenfields/Indian Pines	8/13/2021	194,000	128,057	127,325	66.0%	130,000	1.5%
<u>3130-3</u>	Sunshine Utilities - Sunray Estates	8/17/2040	229,000	180,992	145,258	79.0%	150,000	-17.1%
<u>3137-5</u>	City of Belleview	10/11/2036	1,022,000	1,008,093	933,991	98.6%	860,000	-14.7%
<u>4578-7</u>	Marion County Utilities Consolidated CUP	9/10/2023	6,440,000	5,821,562	5,629,498	90.4%	6,620,000	13.7%
<u>50324-9</u>	City of Ocala	8/7/2027	15,260,000	12,086,114	11,643,623	79.2%	11,460,000	-5.2%
Sumter County								
<u>1368.008</u>	Lake Panasoffkee Water Assoc Inc	8/22/2024	410,000	256,304	266,148	62.5%	290,000	13.1%
<u>6519.01</u>	City of Bushnell	3/29/2031	1,366,800	437,499	461,930	32.0%	555,000	26.9%
<u>7185.006</u>	City of Webster	8/29/2022	102,900	97,991	86,765	95.2%	160,000	63.3%
<u>8135.013</u>	City of Wildwood	3/31/2035	4,344,800	1,539,507	2,060,451	35.4%	3,950,000	156.6%
<u>8193.005</u>	City of Center Hill	9/10/2022	170,500	69,142	69,156	40.6%	150,000	116.9%
	Village Center Community Development							
<u>13005.011</u>	District	1/23/2038	19,345,900	12,698,210	12,386,772	65.6%	24,400,000	92.2%
<u>20597.000</u>	City of Wildwood-Continental Country Club	6/17/2026	238,400	134,047	134,197	56.2%	210,000	56.7%
<i>*12-month Rolling Average for most recent available data</i>								
<i>** 5-year Rolling Average for most recent available data</i>								
<i>***No flow data was available for Ozello Water Association</i>								

Item 12.c.

Executive Director's Report

WMIS WUP Notifications

Summary of Recent Water Use Permit Activity in WRWSA Service Area

Updated May 2022

Water Use Permit #	Applicant/Permittee Name	Activity Type	Date	Avg GPD	Peak GPD	Use Type	Status
Citrus County							
7121.007	Citrus County Board of County Commissioners/Attn: Ken Cheek	Renewal	1/31/2022	7,181,900	9,121,013	Public Supply	In Review
10404.005	Cabot SW OpCo LLC / Attn: Rick Kelso	Renewal	1/19/2022	262,410	639,210	Landscape/ Recreation	In Review
4406.009	Homosassa Special Water District / Attn: Rick Sandvick	Renewal	1/18/2022	960,000	1,180,000	Public Supply	In Review
21028.000	Inverness Village Condominium Association / Attn: Conrad Soucie	New	3/23/2022	36,500	30,000	Residential	Withdrawn: 3/28/2022
872.005	Inverness Village Condominium Assoc. / Attn: Bob Lanier	Renewal	3/28/2022	36,500	59,500	Public Supply	In Review
Hernando County							
12841.004	Anthony J Murchio Life Estate, Trustee	Modification	9/13/2021	36,300	129,900	Agricultural	Issued: 4/27/2022
21015.000	Creative Environmental Solutions, Inc.	New	1/25/2022	37,800	77,500	Industrial/ Commercial	Withdrawn: 2/4/2022
3726.005	High Point Golf Club Inc/Attn: Wayne Burgess	Renewal	3/24/2022	149,000	351,000	Landscape/ Recreation	In Review
21026.000	High Point Golf Club/Attn: Rich Herber	New	3/16/2022	149,000	351,000	Landscape/ Recreation	In Review
4893.009	FDEP and SWFWMD / Attn: Marcia Karcher	Renewal	4/15/2022	135,500	229,900	Landscape/ Recreation	In Review
12233.003	Heartwood 91-3, LLC / Attn: Bruce Parker	Renewal	4/11/2022	307,000	821,000	Landscape/ Recreation	In Review
Marion County - SWFWMD							
10923.002	Spruce Creek Golf, LLC/Attn: Kenneth Kirkpatrick*	Modification	7/26/2021	163,600	388,700	Landscape/ Recreation	In Review
6151.014	Marion County Utilities / Jody Kirkman	Renewal	9/7/2021	16,552,300	24,693,400	Public Supply	In Review
10419.002	Jajolo Limited Partnership / Attn: Eric Abel	Renewal	11/2/2021	16,800	39,500	Landscape/ Recreation/ Industrial/ Commercial	Completed: 3/10/2022
20174.001	On Top of the World Comm., LLC/Kenneth D. Colen	Renewal	10/28/2021	663,640	2,094,980	Agricultural	Issued: 3/18/2022
9558.002	Drake Ranch Partnership / Attn: Holland Drake	Renewal	1/25/2022	184,900	266,400	Agricultural	Issued: 4/22/2022
Sumter County							
10923.002	Spruce Creek Golf, LLC/Attn: Kenneth Kirkpatrick*	Modification	7/26/2021	163,600	388,700	Landscape/ Recreation	In Review
8135.014	City of Wildwood	Letter Modification	9/24/2021	4,344,800	6,345,900	Public Supply	In Review
6151.014	Marion County Utilities / Jody Kirkman	Renewal	9/7/2021	16,552,300	24,693,400	Public Supply	In Review
1926.004	Donald and Wilma Jones	New (Expired)	10/21/2021	71,700	310,200	Agricultural	Issued: 3/21/2022
20250.001	Dorothy and Norman LaPerle	Renewal	12/1/2021	107,000	370,000	Agricultural	In Review
7180.004	Clyde Bexley	Renewal	12/8/2021	188,000	660,200	Agricultural	Issued: 3/3/2022
213.017	Cemex Construction Materials Florida LLC/Attn: James P. Morris	Renewal	12/6/2021	227,050	340,160	Mining/ Dewatering	In Review
20158.001	Girl Scouts of West Central Florida / Attn: Mary Pat King	Renewal	12/6/2021	3,320	6,640	Mining/ Dewatering	Issued: 3/11/2022
8891.014	Cemex Construction Materials Florida LLC/Attn: James P. Morris	Renewal	1/19/2022	205,500	301,400	Mining/ Dewatering	In Review
20281.002	CUP Properties LLC/ Attn: Ted Gelov	Letter Modification	1/11/2022	508,900	1,399,900	Agricultural	In Review
21031.000	Blue Goose Utility Company, LLC	New	4/4/2022	6,000,000	8,600,000	Public Supply	In Review
11622.007	Klinger Brothers Enterprises/Attn: Daniel Klinger	Letter Modification	3/31/2022	316,400	688,000	Agricultural	Issued: 4/15/2022
3534.010	Florida Fish & Wildlife Conserv Commission / Attn: Rick Stout	Renewal	3/4/2022	1,428,924	2,239,712	Agricultural	In Review
21036.000	Bigham - Lake Panasoffkee	New	4/4/2022	81,900	241,600	Agricultural	In Review
*WUP #10923.002 is located within Marion and Sumter Counties							

Item 12.d.

Executive Director's Report

Correspondence



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

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

WaterMatters.org

Bartow Office

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

Sarasota Office

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

Tampa Office

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

Kelly S. Rice

Chair, Citrus, Lake, Levy, Sumter

Joel Schleicher

Vice Chair, Charlotte, Sarasota

Michelle Williamson

Secretary, Hillsborough

Ed Armstrong

Treasurer, Pinellas

Ashley Bell Barnett

Polk

Jack Bispham

Manatee

John Hall

Polk

William Hogarth

Pinellas

John Mitten

Hernando, Marion

Seth Weightman

Pasco

Brian J. Armstrong, P.G.

Executive Director

March 3, 2022

RECEIVED MAR 09 2022

Ms. Suzannah Folsom
3600 W. Sovereign Path, Ste #228
Lecanto, Florida 34461

Dear Ms. Folsom:

Subject: Letter of Appreciation

The Southwest Florida Water Management District (District) would like to thank you for your participation and feedback as a member of the Public Supply Advisory Committee.

As you know, the District has a challenging mission of protecting water resources, minimizing flood risks and ensuring the public's water needs are met. Since they were established in 1995, the District's five advisory committees have provided invaluable input on District programs, projects and related issues. The advisory committees have helped to ensure the District meets its responsibilities in an effective, efficient and inclusive manner by listening and recognizing the interests of all our key stakeholders.

Your efforts have furthered the collaboration between the District and the constituencies you represent. These partnerships serve as an educational extension by helping to disseminate information and by advising and assisting the District in its outreach efforts.

On behalf of the District, I would like to thank you for your commitment, thoughtful participation, and feedback to help protect our region's water resources.

Sincerely,

Brian J. Armstrong, P.G.
Executive Director
Southwest Florida Water Management District



March 22, 2022

Mr. Josh Madden
Environmental Scientist
Water Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Dear Mr. Madden:

Included with this correspondence are an electronic file and a hard copy of the Regional Irrigation System Evaluation Program Phase V (Q040) Final Report. This Final Report was approved by the Withlacoochee Regional Water Supply Authority Board of Directors at its March 16, 2022 meeting. This cooperatively funded project was undertaken pursuant to Agreement No. 19CF0001832 and this Final Report constitutes the final product for the project.

The Authority and its cooperating partners greatly appreciate the District's continued support in the implementation of water conservation activities within our region. We look forward to continuing our partnership in ongoing cooperative efforts.

Sincerely,

Suzannah J. Folsom, PE, PMP
Executive Director

Enclosure

cc w/enc: Joe Quinn, SWFWMD
Debra Burden, Citrus County
Alys Brockway, Hernando County
Tracy Straub, Marion County
Rachel Novak, Marion County
Jamie Padgett, Arnett Engineering
Jack Overdorff, ECO Land Design

Item 12.e.

Executive Director's Report

News Articles

Wildwood commissioners assessing profit and price of development

Villages News
Marv Balousek
April 4, 2022

The profit and price of development was a theme for Wildwood commissioners at Monday's workshop meeting on the city's mid-year financial status.

The rapid pace of home-building, especially in the Villages of Southern Oaks, has boosted tax revenue, but the city faces higher expenditures, especially for wastewater treatment.

With a population of about 21,000 a year ago, Wildwood is projected to grow to more than 130,000 people by 2050.

The city is expected to finish the current fiscal year on Sept. 30 with more than \$7 million in cash reserves and about \$4 million in its capital improvement fund before a recommended transfer of \$3.5 million from reserves to capital.

Utility fund revenue, which includes water and sewer, is about \$1.9 million higher than budgeted. But an expensive upgrade and expansion of the wastewater treatment plant looms on the horizon.

Upgrading the current plant to its capacity is expected to cost about \$5.3 million, with most of the expenses in fiscal years 2023 and 2024. A second phase in fiscal years 2024 and 2025 has a possible price tag of \$50.7 million.

"We are going to have to go after a loan for that particular project," said City Manager Jason McHugh.

Other capital projects over the next five years include a \$3.7-million youth center, \$1.2 million in downtown master plan projects, and several Millennium Park upgrades.

Like other cities, Wildwood must cope with current economic uncertainty regarding inflation, gas prices and the availability of contractors, according to Assistant City Manager Cassandra Smith. She said the city is lucky to get a single bid on some contracts.

Smith said the goal is not to increase taxes or service fees for residents and businesses.

But Commissioner Joe Elliott said the city must manage its revenue carefully and not be afraid to increase taxes if needed.

"These are horrible times and we're not facing them alone," he said.

Report reclassifies Rodman/Kirkpatrick Dam as 'high hazard,' estimates \$1.6 million repair

Ocala Star-Banner

Danielle Johnson

March 21, 2022

The Florida Department of Environmental Protection's most recent report on the Kirkpatrick Dam, located in Palatka just north of Marion County, did not find any immediate safety concerns but considered it a "high hazard."

It also estimated around \$1.6 million in repair and maintenance costs for the Kirkpatrick Dam on the Ocklawaha River, as well as the Buckman Lock further down the Cross Florida Barge Canal. The dam, which creates the Rodman Reservoir, has been a subject of debate since its construction in 1968.

Proponents of keeping the dam were pleased with the relatively low-cost estimate, while others, who favor breaching it to create a free-flowing Ocklawaha, question incomplete parts of the report and still estimate a greater return on investment from the partial restoration.

Many recommendations but no immediate safety concerns

FDEP hired engineering consultant Mead & Hunt to assess the dam in early August. The group found "no significant areas of deterioration" that require immediate repairs, though there was some undermining and erosion of the dam.

Regarding the spillway, the group found no immediate safety concerns, though the barrier system that prevents debris buildup is in disrepair, and "heavy woody debris exists immediately upstream of the spillway," reducing the discharge capacity. Divers were unable to inspect some portions as a result.

The consultant noted a heavy rain event could cause water to overtop the embankments, and the logs may prevent gates from working. They recommended the removal of debris by July and revising the upstream debris barrier design and repair barrier to prevent log accumulation.

Other areas of the dam show some undermining, leaking, hairline cracking, rusting and corroding. No sinkholes or signs of slope instability were observed at the embankments, the report said.

The FDEP owns, operates and maintains the Kirkpatrick Dam, which was originally designed by the U.S. Army Corps of Engineers as part of the Cross Florida Barge Canal system but never served its purpose when the project was canceled.

Estimated repair and maintenance around \$1.6 million

The estimated cost for maintenance and repair items on the dam totaled over \$1.3 million. That includes \$280,000 for removing logs, vegetation and debris and \$635,000 for the debris barrier. Other costs included hydraulic cylinder cleaning and recoating, other debris and vegetation removal and ongoing surveys.

The Buckman Lock, which is located east of the reservoir down the canal, was also assessed with no immediate safety concerns. The consultant did, however, recommend repairing the grease lines for proper lubrication by December, conducting a more detailed inspection of the gates by December 2023 and removing heavy vegetation along with the lock by this July.

Repair costs of the Buckman Lock add another \$253,000, including \$215,000 for the grease lines and \$38,000 for the detailed gate inspection by a hydraulic steel structural engineer.

"I'm glad to see that the DEP sees the value in performing the maintenance that's been required," said Steve Miller, president of Save Rodman Reservoir, Inc. "It's a win for the state of Florida, and the money that they're spending for a structure as old as it is a relatively modest amount."

The FDEP had previously estimated repair costs at \$14 million and \$4 million before the latest number, Margaret Spontak, chairperson of the Free the Ocklawaha Coalition, said.

She questioned whether the \$1.6 million is a "Band-Aid" on the more immediate repairs rather than longer-term needs.

"They do rank it satisfactory, but then throughout it in some areas that we think are some of the most critical areas they say they weren't able to get to certain things," Spontak said, referring to the debris buildup that kept divers from assessing all parts of the dam.

Dam failure analysis shows "high hazard"

She's concerned about more severe undermining where the divers couldn't get to, as well as incomplete assessment of the gates that control the flow of water during a storm, which could cause overtopping, another form of dam failure.

The consultant did perform a dam failure analysis and found that the Kirkpatrick Dam should be reclassified as a "high hazard" dam based on Federal Emergency Management Agency (FEMA) guidelines, which consider the probable loss of life and impacts on economic and environmental interests. It was previously listed as "low hazard" potential in the National Inventory of Dams.

Dams with high hazard potential are “those where failure or misoperation will probably cause loss of human life.” Economic losses and “significant environmental damage to the ecosystem” are also expected on nearby lands in the event of a breach.

The report listed over 540 parcels of land in the area that would be affected in the event of a failure.

This is one of Spontak’s reasons for supporting a breaching and partial restoration of the dam, which would bring the Rodman Reservoir back down to the natural Ocklawaha River level. Free the Ocklawaha advocates also say the breach would provide better fish and manatee migration routes and a healthier river, and filling in part of the canal would allow for better terrestrial wildlife corridors.

Maintaining recreation and fishing is a concern for many dam proponents, but Miller’s coalition also argues the reservoir already supports a healthy environment and keeps high nutrient loads from entering the other side of the Ocklawaha and St. John’s River, which it feeds into.

Partial recreation has a much higher price tag of nearly \$26 million. But a study by Alan Hodges, an emeritus economics faculty member at the University of Florida, found that over 10 years there would be a \$1.76 return on investment for every \$1 spent, Spontak says.

She is disappointed the results came after the state legislative session ended but is still optimistic because there are funds in the budget that could be allocated to restoration still.

“We think we’re closer than we’ve been in decades in getting people behind us. We’re not discouraged,” she said, noting they hope the “high hazard” designation will help.

Miller is less concerned about the designation and potential for failure, as the hazard level does not reflect the current condition and safety of the dam.

“I think there’s an artificial concern that there’s a problem,” he said. “That’s a worst case scenario that those things would be flooded ... which is prudent for the study, but is that actual reality of what will happen? Hard to tell, and hopefully we’ll never see it.”

Win-win move relocates Homosassa River Restoration Project; removes derelict trailers

Citrus County Chronicle
Buster Thompson
March 17, 2022

A win-win strategy is in motion to give the rehabilitation of the Homosassa River better footing, and also rid a former riverfront RV park of its derelict trailers.

Sea & Shoreline, LLC crews contracted by the nonprofit Homosassa River Restoration Project Inc. (HRRP) recently demolished roughly a dozen unlivable mobile homes at Sportsman Cove off of Fishbowl Drive, near the Homosassa water tower.

Workers tore down the last trailer Monday, March 14, and hope to clear the 10-acre site of remaining debris within the next two weeks, depending on their hauler's availability.

In exchange for the demolition, the property owner agreed to let the HRRP on their land so the organization can set up its final base of operations and finish restoring 46.19 acres of the river by 2025, from its headspring to south of the Halls River Road bridge.

"He had heard about our project," HRRP Board President Steve Minguy said of the landowner's representative, "and thought this would be a great fit for us to have a new worksite to help the river, and to help the owner with some of the trailers he was having an issue with with Citrus County."

"He's happy, we're happy, and this is going to be the future of the project, this site," added Mark Mekelburg, a Sea & Shoreline superintendent. "It was effort and teamwork to get stuff done, and this is the ticket for the future of the project."

Sea & Shoreline barges and divers are slated to go in the river April 1 to start vacuuming out layers of accumulated muck and detrital materials from its depths, which will then be planted with lush and sustainable eelgrass to help bolster marine habitats.

Whatever's removed from the river is piped back to Sea & Shoreline's on-land filtration site before clean water is pumped back into the river.

HRRP has used Sea & Shoreline's method since 2020, when it launched the first phase of cleanup in canals and coves between Fishbowl Drive and Spring Cove Road.

Sea & Shoreline rented private land behind the Bella Oasis Hotel off of U.S. 19 to house its filtration devices, including large and porous Geotube bags river water seeps through after it's treated for microscopic contaminants.

During 2020 and 2021 from the site along the highway, the HRRP has restored a total 13.56 acres of the river, planted almost 74,500 eelgrasses, and reopened 21 spring vents.

However, Sea & Shoreline's access to the water from upriver has been limited, requiring its workers to rely on a long network of pipes running down Pepper Creek and into the Homosassa River.

Entering the river closer to its headsprings, where many boaters gather, also put Sea & Shoreline's in-water crews in close and sometimes dangerous contact with vessels.

"We've had some pretty close calls here," Mekelburg said, "boaters traveling over divers in six feet of water. We don't want anyone to get hurt."

Being at Sportsman Cove gives Sea & Shoreline direct and safer access to the water, keeping costs down for the HRRP.

"Moving downstream, this was great," Minguy said. "The less distance Sea & Shoreline has to pump, then the cheaper it is per square foot for us to get things done so it works for us."

According to prior reports, power to the Sportsman Cove RV park was shut off in October 2015 after Citrus County's building department cited several instances of illegal wiring between its mobile homes, along with electrical repairs being done by unlicensed electricians or without permits.

Florida Department of Health officials also refused to renew the park's license to operate because of septic issues.

County spokeswoman Veronica Kampschroer told the Chronicle on Thursday the building department's open code cases for the property "are all pertaining to the existing unsafe structures."

"If those structures were to be demolished," Kampschroer said, "that would satisfy the open code cases as of today."

From its new location, Sea & Shoreline is hoping to complete the HRRP's remaining 10.13 acres of its first cleanup phase by November.

Mekelburg said Sea & Shoreline and the property owner have an agreement in place to last until January 2025, and are working to extend it to 2027 "just in case."

Sea & Shoreline also has other uses in mind for its Bella Oasis site but if those plans don't happen, the company will revert the land to manage stormwater, per its owner's wishes.

HRRP officials also look like they secured funding to finish the last 22.5 acres of their project's remaining two phases, which the nonprofit hopes to have permitted by April to start work as soon as possible.

"We have the money," Minguy said, "it's just a matter of Sea & Shoreline having the crews, and the weather cooperating."

Florida lawmakers in their March 14 pass of the 2022 state budget allocated \$10 million toward the Homosassa River Restoration Project, but Gov. Ron DeSantis could still veto the line item.

Minguy said he "can't stop smiling" about how the HRRP has grown from a grassroots campaign started in 2016.

"It's very exciting for us," he said. "It seemed like it took forever, and the fact that we're here now is amazing."

Community support is crucial to the success of the HRRP, especially when it's board is asking legislators for money.

"Without that support, we can afford to get those permits," Minguy said. "When the community's behind you, then the state's more willing to fund your project."

Contributions to the HRRP go toward the nonprofit's administrative, permitting and operating costs, while state funding is dedicated to the river's restoration.

For more information about the HRRP and how to donate, visit homosassariverrestorationproject.com.

Have a question about the project itself? Call either Mekelburg at 352-231-1077 or Minguy at 407-832-1598. Project updates are also posted on HRRP's Facebook page, [tinyurl.com/4bv5atxs](https://www.facebook.com/HRRP/).

Mekelburg and Minguy asked the public to stay informed about the project and its latest status so they know either where not to boat or what not to disturb, like Sea & Shoreline's underwater pipes and cages protecting young eelgrasses.

"Be aware of our barges and divers in the waters," Mekelburg said. "We're here because we care about the water, we care about the quality of the water, and, in turn, we care about the people going out on the water."

Item 12.f.

Schedule for Upcoming Procurements

Ms. Suzannah Folsom, Executive Director will present this item.

The following is a table of tentative dates for the upcoming procurements for As Needed Professions Services, Phase VII Irrigation Contractors, and the 2024 Regional Water Supply Plan Update Consultant. Timeframes for Board approval of the requests, advertisement, submittal due dates, submittal review, and Board approvals.

Schedule for Upcoming Procurements		
As Needed Professional Services <i>(Item 10 May 2022 Board Mtg)</i>	Board Approval of Request for Qualifications	Wednesday, May 18, 2022
	RFQ Advertised	Wednesday, May 25, 2022
	SOQs Due	Friday, July 15, 2022
	Evaluation	Monday, July 18, 2022 – Friday, August 10, 2022
	Board Approval of As Needed Professional Services Consultants	Wednesday, September 21, 2022
Phase VII Irrigation Evaluation Contractors <i>(July 2022 Board Mtg)</i>	Board Approval of Request for Quotes	Wednesday, July 20, 2022
	Request for Quotes Advertised	Thursday, July 21 - Friday
	Quotes Due	August 19, 2022
	Evaluation	Monday, August 22, 2022 – Friday, August 26, 2022
	Board Approval of Irrigation Evaluation Contracts	Wednesday, September 21, 2022
	Begin Phase VII Irrigation Evaluations	December 2022
2024 Regional Water Supply Plan (RWSP) Update Consultant <i>(Sept 2022 Board Mtg)</i>	Board Approval of Request for Qualifications for RWSP Update	Wednesday, September 21, 2022
	Request for Qualifications Advertised	Thursday, September 22, 2022
	Statements of Qualifications Due	Wednesday, October 19, 2022
	Evaluation	Thursday, October 20, 2022 – Monday, October 31, 2022
	Board Approval of Consultant Shortlist for Negotiation	November 2022 Board Meeting (TBD)
	Agreement Negotiation	Late November 2022 – December 2022
	Board Approval of RWSP Update Consulting Services Agreement	January 2023 Board Meeting (TBD)

Staff Recommendation:

This item is for information only and no action is required.

