

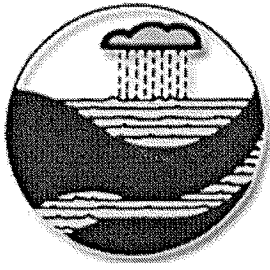
**WITHLACOOCHEE
REGIONAL
WATER
SUPPLY
AUTHORITY**

Board Meeting Package

October 19, 2011
4:30 p.m.

Meeting Location:

Withlacoochee Regional Planning Council
Headquarters Conference Room
1241 SW 10th Street (SR 200)
Ocala, Florida 34474-0323



WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

MEMORANDUM

To: Water Supply Authority Board of Directors and Interested Parties
From: Jackson E. Sullivan, Executive Director
Date: October 7, 2011

Subject: Monthly Meeting of the Withlacoochee Regional
Water Supply Authority

The next meeting of the Withlacoochee Regional Water Supply Authority will be on **Wednesday, October 19, 2010, 4:30 p.m.**, at the **Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323**

Enclosed for your review are the following items:

- Agenda
- Minutes of the September 21, 2011 meeting
- Board Package*

* 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 print the Board Package.

Please note that if a person decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, he will need a record of the proceedings, and for such purpose, he 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

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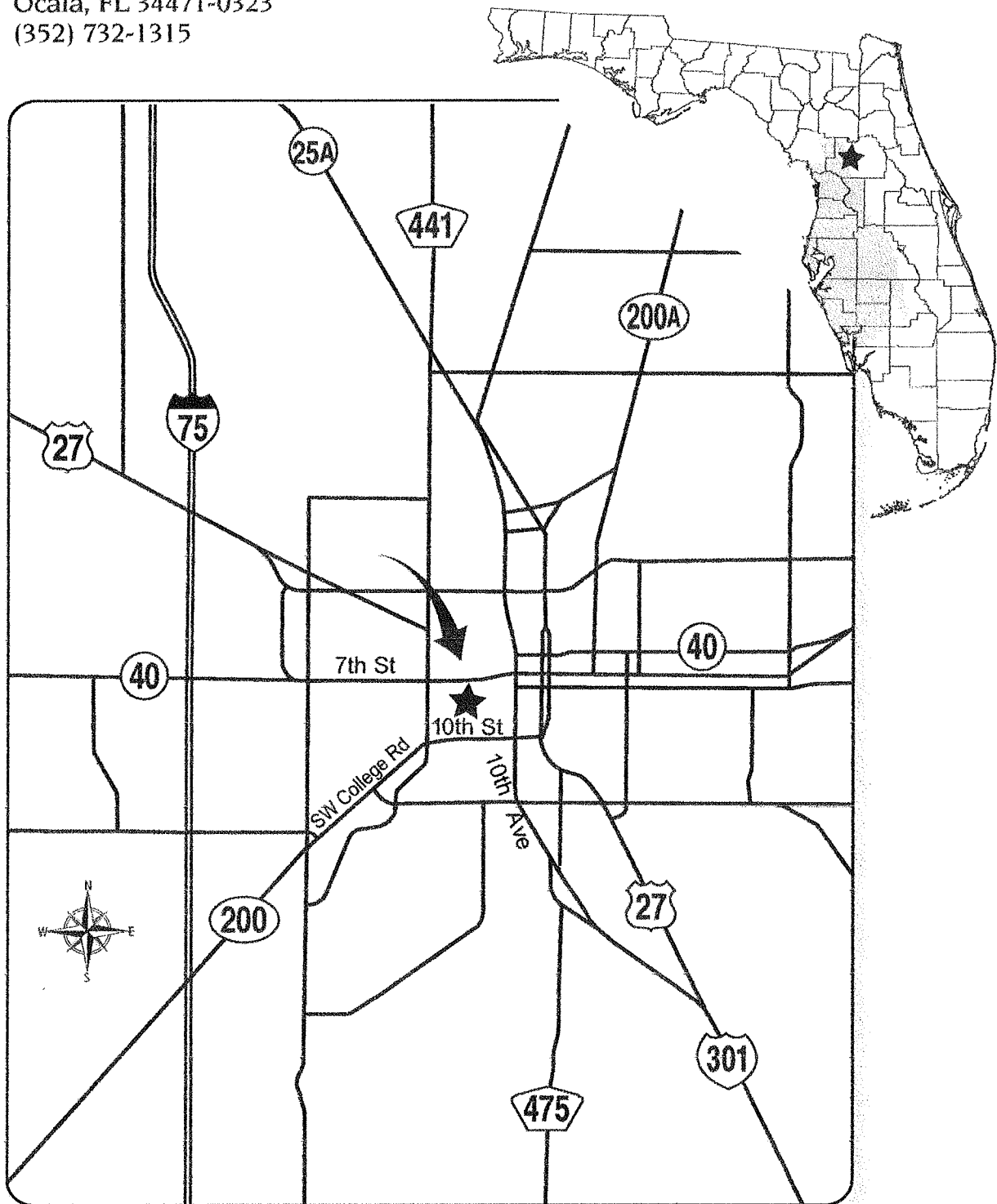
**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA**

**WITHLACOOCHEE REGIONAL PLANNING COUNCIL
HEADQUARTERS CONFERENCE ROOM
1241 SW 10TH STREET (SR 200)
OCALA, FLORIDA 34474-0323**

**October 19, 2011
4:30 p.m.**

- | | | |
|-------------|------------|--|
| Item | #1 | Call to Order |
| Item | #2 | Roll Call |
| Item | #3 | Introductions and Announcements |
| Item | #4 | Approval of Minutes of September 21, 2011 Meeting |
| Item | #5 | Charles A. Black Water Supply Facility – Update on Revision of Rate Structure ...
Jack Sullivan, E.D., WRWSA |
| Item | #6 | Update on Regional Framework Work Program ... Pete Hubbell, WRA |
| Item | #7 | Executive Director's Report ... Jack Sullivan, WRWSA <ul style="list-style-type: none">a. Bills to be Paidb. Contract with Nancy Smith for Administrative Servicesc. Lease Agreement for Office at Citrus County/Lecantod. Report on Regional Irrigation Audit Programe. Meeting Locations for 2012f. Correspondence |
| Item | #8 | Legislative Update ... Diane Salz, Legislative Consultant |
| Item | #9 | Attorney's Report ... Larry Haag, WRWSA Attorney |
| Item | #10 | Other Business |
| Item | #11 | Public Comment |
| Item | #12 | Next Meeting Time and Location ... November 16, 2011, 4:30 p.m., Withlacoochee
Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street
(SR 200), Ocala, Florida 34474-0323 |
| Item | #13 | Adjournment |

Withlacoochee Regional Planning Council
1241 S.W. 10th Street (SR 200)
Ocala, FL 34471-0323
(352) 732-1315



Note:

The Council's office is located approximately 2.6 miles east of Interstate 75 on State Road 200 and approximately .5 miles west of Pine Street, which is also US Highway 27, 301 & 401.

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING MINUTES
SEPTEMBER 21, 2011**

TIME: 4:30 p.m.
PLACE: Withlacoochee Regional Planning Council
1241 SW 10th Street (SR 200)
Ocala, Florida 34471-0323

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

1. Call to Order

Chairman Stan McClain called the Withlacoochee Regional Water Supply Authority (WRWSA) meeting to order at 4:30 p.m. and asked for a roll call.

2. Roll Call

Mr. Jack Sullivan, Executive Director, called the roll and a quorum was declared present. Mr. Sullivan announced that Emory Pierce, Brooksville City Councilman, has taken a position as a city manager and has resigned from the WRWSA Board of Directors.

MEMBERS PRESENT

Stan McClain, Chairman, Marion County Commissioner
Dennis Damato, Vice-Chairman, Citrus County Commissioner
Dale Swain, Bushnell City Councilman
Maureen McNiff, Crystal River City Councilwoman
Gary Ernst, Belleview City Councilman
Mike Amsden, Marion County Commissioner
Richard Hoffman, Sumter County Commissioner
Carl Zalak, Marion County Commissioner
Rebecca Bays, Citrus County Commissioner
Randy Mask, Sumter County Commissioner
Jim Adkins, Hernando County Commissioner

MEMBERS ABSENT

John Druzbeck, Treasurer, Hernando County Commissioner
Wayne Dukes, Hernando County Commissioner
John Priester, Ocala City Councilman
Mary S. Rich, Ocala City Councilwoman
David Russell, Hernando County Commissioner
Winn Webb, Citrus County Commissioner

3. Introductions and Announcements

Mr. Jack Sullivan introduced others in the audience.

OTHERS PRESENT

Jack Sullivan, WRWSA Executive Director
Larry Haag, WRWSA Attorney
Peter Hubbell, Water Resource Associates
Alys Brockway, Hernando County

Kim Dinkins, Marion County
Ken Herd, SWFWMD
John Ferguson, SWFWMD
Cara Martin, SWFWMD
Melissa Musicaro, SWFWMD
Flip Mellinger, Marion County Utilities
Al Grubman, TOO FAR
Joseph Quinn, SWFWMD-Planning
David Hornsby, SJRWMD
W. Darryl Muse, Ocala
Robert Knight, Citrus County Utilities
Nancy Smith, Recording Secretary

4. Approval of Minutes of July 20, 2011 Meeting

A copy of the minutes was provided in the board packet for review.

Following consideration, **a motion was made by Mr. Amsden to approve the minutes for the July 20, 2011 meeting. The motion was seconded by Mr. Mask and carried unanimously.**

5. Progress on SWFWMD Utility Outreach Program ... SWFWMD Staff

Ken Herd, Water Supply Program Director, presented the SWFWMD's water conservation outreach program. This outreach program is designed to work with the local governments and utilities, to hear their needs, and to assist them in achieving greater efficiency in the use of local water resources. He believes that water conservation measures, if undertaken now, provide the Northern District an opportunity to protect and maintain its groundwater resources. Based on available data, water consumption per capita shows a significant downward trend between 1995 and 2009. Based on adoption of the SWFWMD water conservation rule in 2008, the goal for each utility is to reach 150 gpcd (gallons per capita per day) by 2019, and to be halfway there by 2014. Mr. Herd said that SWFWMD has worked with all the utilities in each county to develop a water conservation strategy and will continue to work together to reduce per capita water consumption.

A major part of the program is a model that is designed to identify water reduction capabilities, cost savings, and per capita reductions based on specific conservation strategies. Conservation strategies include indoor measures such as toilet rebates or replacements or plumbing retrofit kits and outdoor measures such as the irrigation system evaluations. The modeling effort is in final stages and is anticipated to be complete by December 2011. Mr. Herd plans to meet with local governments and utilities that are over 150 gpcd. Mr. Herd anticipates results showing that it is more cost effective to conserve than it is to develop alternative water supplies. In addition, the SWFWMD Outreach Program has a leak detection program available to each utility. This is a service that may be requested on a site-specific basis at no charge.

Mr. Ernst asked for clarification of the halfway goal by 2014. Mr. Herd responded that this is a five-year average per capita, based on this year and going back five years; for example, 2007-2011. This measure will be calculated per utility. This will be the starting point. The model will be customized for each utility.

This item was presented for the WRWSA's information; no action was required.

6. Executive Director's Report ... Jack Sullivan, WRWSA

a. Bills to be Paid

Mr. Sullivan provided a handout to the WRWSA detailing the bills for August 2011 totaling \$22,961.20. There was no meeting in August; therefore, the August 2011 bills are submitted at this time. Mr. Sullivan requested the WRWSA approve the payment of those bills.

Following consideration, **a motion was made by Ms. Bays to approve payment of the August 2011 bills totaling \$22,961.20. The motion was seconded by Mr. Zalak and carried unanimously.**

Mr. Sullivan provided a handout to the WRWSA detailing the bills for September 2011 in the amount of \$70,473.26. Mr. Sullivan requested the WRWSA approve the payment of those bills.

Following consideration, **a motion was made by Mr. Amsden to approve payment of the September 2011 bills totaling \$70,473.26. The motion was seconded by Ms. McNiff and carried unanimously.**

b. FY 2010-11 3rd Quarter Financial Report

Mr. Sullivan presented the WRWSA's 3rd Quarter Financial Report prepared by Purvis Gray & Company. He reviewed the assets and liabilities and reported a solvency ratio of 9:1 including outstanding contracts. The WRWSA is very solvent. Mr. Sullivan also reviewed the revenues and expenses; he highlighted the items in the budget that are either over or under budget for this quarter as well as the year-to-date. He informed the Board that SWFWMD will no longer be preparing the Board's packet. This additional cost will come out of the WRWSA's budget.

Following consideration, **a motion was made by Mr. Damato to adopt the 3rd Quarter Financial Report. The motion was seconded by Mr. Mask and carried unanimously.**

c. Proposal to Add Contract Support for Authority Administration

Mr. Sullivan presented a proposal to the Board for an administrative assistant, to be established by contract. In August 2011, SWFWMD let go about 32 employees, including Tahla Paige who had provided administrative assistance to the Authority. In order to provide timely support for administration of the Authority and to help transition to a new executive director in fiscal year 2012/2013, he asked that the Board authorize a part-time, on-call administrative assistant. This proposal included a recommendation for a sole-source contract with Nancy Smith in the amount of \$25,000 for the fiscal year beginning October 1, 2011.

In order to stay within the Authority's budget, the \$50,000 General Service contract is reduced to \$25,000.

Following consideration, **a motion was made by Mr. Damato to accept the recommendation to contract with Nancy Smith as the Authority's administrative**

assistant for \$25,000 for a year beginning October 1, 2011. The motion was seconded by Ms. McNiff and carried unanimously.

d. Proposal to Move WRWSA Administrative Offices

Mr. Sullivan explained that SWFWMD would continue to provide an office space for the Authority. The space offered, however, is too small for two people and record storage. In the event that the Board authorized a contract for an administrative assistant, Mr. Sullivan researched other available office space within the region. He provided a handout ranking three options: Citrus County Lecanto Government Center; City of Inverness City Hall; and, WRPC Offices. Each location has sufficient space for two people and storage space, access to conference rooms, and meeting facilities for the Board. Based on the availability of space and equipment, its central location within the region, accessibility of Board meeting room and location convenient to the administrative assistant, Mr. Sullivan recommended that the Board authorize him to negotiate with the City of Inverness to rent office space.

Mr. Sullivan reminded the Board that he uses his own computer equipment, scanners, printers, copiers and recording equipment to conduct the Authority's business. He will bring these to the selected office. Once he is no longer the Executive Director, these items will need to be purchased or leased for the Authority.

The Board discussed the available space, locations and costs.

Following consideration, **a motion was made by Mr. Zalak to authorize Jack Sullivan to negotiate rental of space with Citrus County at the Lecanto Government Building. The motion was seconded by Ms. McNiff and carried unanimously.**

e. WRA Request for Extension of Regional Framework and Marion Conservation Contracts

Mr. Sullivan recommended an extension of two contracts with WRA, originally intended to end on September 30, 2011. Memorandums in the Board's packet outline the need to extend these contract completion dates to December 31, 2011. No additional money is needed in either extension.

Following consideration, **a motion was made by Mr. Damato to approve the extension of the Regional Framework Planning contract (Phase VII) and the Marion County Water Conservation and Reclaimed Water contract with WRA to December 31, 2011. The motion was seconded by Mr. Swain and carried unanimously.**

f. Correspondence

Mr. Sullivan presented two letters enclosed in the packet for review and one in the handout.

In addition, Mr. Sullivan reported on the regional irrigation audit program. It is a pilot program for the evaluation of 250 residential irrigation systems to determine if significant water savings can be achieved. This program is targeted to residential properties using 30,000 gallons of water or more per day. Ms. Smith summarized the application process to date. Following phone contacts to numerous customers, and 414 mailed applications and information, the Authority has received 72 applications for participation in the pilot program. Fifteen reports have been completed following on-site inspections by Eco Land

Design. The 72 applications represent approximately 28 percent of the 250 available audits.

Mr. Sullivan stated that there will be a follow-up survey of the water used in the next year for each of the participating properties to determine if there was water saved and what amount.

This item was presented for the WRWSA's information; no action was required.

g. News Articles

Mr. Sullivan provided news articles on water supply issues relating to areas both regional and statewide.

This item was presented for the WRWSA's information; no action was required.

7. Legislative Update ... Diane Salz, Legislative Consultant

Chairman McClain stated that Ms. Salz is not here today. She did provide a letter to the Authority reviewing the issues going on at the District. The legislative session is beginning early this year and she is attending some of the committee meetings.

8. Attorney's Report ... Larry Haag, WRWSA Attorney

a. Local Government Water Conservation Contracts

Mr. Larry Haag presented the annual local government assistance project agreements for approval by the Authority. Each agreement has already been approved by the affective local governments: these are Marion, Citrus and Hernando Counties and the City of Belleview. Mr. Haag recommended approval of each of the agreements in the following order:

- The agreement with the City of Belleview is for a "Stormwater Augmentation with Automatic Control Valves Project". The Authority proposes to fund \$6,000 to Belleview on a reimbursement basis out of a total project cost of \$22,755.00

Following consideration, **a motion was made by Mr. Swain to approve the contract with the City of Belleview to fund \$6,000 for a "Stormwater Augmentation with Automatic Control Valves Project". The motion was seconded by Mr. Zalak and carried unanimously.**

- The agreement with Citrus County is for "Citrus County Water Conservation Program". The Authority proposes to fund \$41,500 out of a total project cost of \$83,000 on a reimbursement basis.

Following consideration, **a motion was made by Mr. Swain to approve the contract with Citrus County to fund \$41,500 for the "Citrus County Water Conservation Program". The motion was seconded by Mr. Mask and carried unanimously.**

- The agreement with Hernando County is for the "Hernando County Water Conservation and Water Quality Protection Program". The Authority proposes to fund \$43,500 out of a total project cost of \$91,650 on a reimbursement basis.

Following consideration, **a motion was made by Mr. Swain to approve the contract with Hernando County to fund \$43,500 for the “Hernando County Water Conservation and Water Quality Protection Program”.** The motion was seconded by Mr. Damato and carried unanimously.

- The agreement with Marion County is for the “Marion County Water Conservation Program”. The Authority proposes to fund \$39,000 out of a total project cost of \$82,250 on a reimbursement basis.

Following consideration, **a motion was made by Mr. Ernst to approve the agreement with Marion County to fund \$39,000 for the “Marion County Water Conservation Program”.** The motion was seconded by Mr. Swain and carried unanimously.

b. Contract to Renew General Services Contract with WRA

Mr. Haag recommended renewal of an existing contract with WRA for general services to the Authority.

Following consideration, **a motion was made by Mr. Swain to approval renewal of the General Services Contract with WRA in the amount of \$25,000.** The motion was seconded by Mr. Zalak and carried unanimously.

9. Other Business

There was no other business.

10. Public Comment

There was no public comment.

11. Next Meeting Time and Location

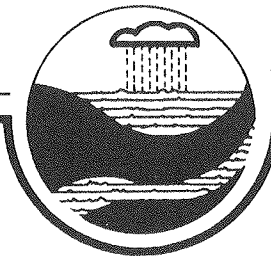
Next meeting is scheduled for October 19, 2011, 4:30 p.m., at the Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323

12. Adjournment

Chairman McClain announced there was no further business or discussion to come before the Board and adjourned the meeting at 5:43 p.m.

Stan McClain, Chairman

Jackson E. Sullivan, Executive Director

**MEMORANDUM**

October 7, 2011

To: Board of Directors, WRWSA
From: Jack Sullivan, Executive Director

Re: Engaging Purvis Gray & Company to Assist Authority and Citrus County in
Resolving Contract Issues Re: Charles A. Black WSF Rate Structure

At the April 20, 2011 Board meeting, I provided a background presentation to the Board on the history of the development of the Charles A. Black Water Supply Facility (CABWSF). My presentation included the contractual history between the Authority and Citrus County as well. My concern in this presentation was two-fold. First, the contract with Citrus County provided for a maximum withdrawal from the CABWSF of 2.5 million GPD. If more water were desired by Citrus County, the contract would have to be modified. If the contract were not modified, the amount of water allocated to Citrus County would remain the same – 2.5 MGD. Because of changes in personnel at the County Utility Department over the years, the contract conditions were not noted. In addition, because I did not monitor Citrus County's withdrawal more closely, I was unaware that the County was withdrawing approximately 4.5 to 5.5 MGD for a number of years. The contract was not revised to show the additional gallonage being used by Citrus County.

The second reason I became concerned was the fact that regardless of the amount of water Citrus County was using from the CAB facility, the payment structure was not based on water usage, but merely on the "payback" of the cost to construct the facility. This method of payment was originally set up simply because Citrus County's Utility Department did not have a sufficient customer base at the time to make payments based on water use. The amortization of the CABWSF was provided as a stopgap alternative to payment based on water sales. Both Citrus County and I have been negligent in recognizing the issue and working toward resolving how to change the method of payment to be based on water usage.

I have met with Robert Knight, Citrus Utilities Director, to determine a method of determining a payment schedule for water usage that provides for payment based on usage rather than just amortization of the CABWSF. Both of us felt that it would be best if we could engage an outside expert to help us work through the issues for both sides. After some thought, I proposed that we use Purvis Gray & Company, CPAs who have worked extensively throughout the region for local governments

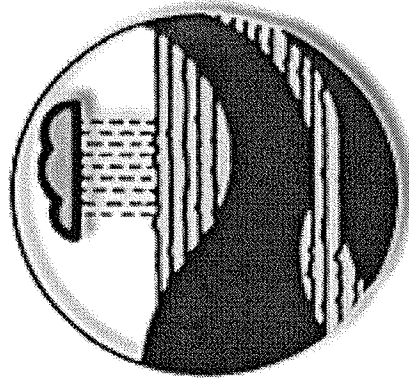
as well as for the Authority. Purvis Gray was also the firm that prepared the original study and amortization schedule for the CABWSF. I e-mailed Bob Knight and asked if he had any issues with engaging Purvis Gray. Bob replied

“They are a well respected firm in my opinion. They do some work already for Citrus County. I don't think there would be a conflict of interest, but via copy to our County Attorney, I'm asking him for his opinion. Will advise. If no conflict, I'm in favor of moving forward with them.”

I discussed the conflict of interest issue with Larry Haag. Larry saw no conflict. He contacted the Citrus County attorney who also indicated he saw no conflict. However, if the Board raised a conflict of interest issue, both Citrus County and the Authority could sign a waiver of a conflict of interest to resolve the issue.

Based on a presumption of no conflict, I talked to Mark White, partner with Purvis Gray. Mark indicated that since a study such as this dealt with wholesale cost of water that the analysis would be much easier than a retail water rate study. He indicated that they had prepared rate analyses for small water systems over the years and felt his firm could help us with this issue. I asked the cost and he felt it would be far below the threshold for a sole source award. Based on my conversation with Mark White, I estimate the cost to be approximately \$18,000 or less.

Based on all of the above, **I recommend that the Board engage Purvis Gray to work with both the Authority and Citrus County Utilities in developing a set of recommendations to revise the WRWSA/Citrus County agreement for payment of water to more accurately reflect water usage from the CABWSF. I further recommend that a maximum budget of \$18,000 be established with Purvis Gray working at an hourly rate.**



**WITHLACOOCHEE
REGIONAL
WATER
SUPPLY
AUTHORITY**

Overview of Presentation

- Why was the CAB WSF built?
- How were the facilities funded and constructed?
- How was the Citrus/Authority Agreement negotiated?
- What does the revenue stream from the CAB WSF mean to the Authority's future?
- Recommendations for future action.

Citrus County's Master Water Plan

- Citrus County prepared a Master Water & Sewer Plan in 1986-87 to create a County water supply system
- County had 2 small water supply facilities donated by DRI developers – Meadowcrest and Hampton Hills
- Both water supply facilities were sized to serve only the DRI developments – not capable of serving large portions of the County
- The County wanted to develop its own utility and serve customers throughout the County

SWFWMD Seed Money

- **SWFWMD** was striving to promote regional water supply authorities to work with the District to handle local water supply problems;
- The **Authority** had been trying to partner with its member counties to establish a water supply facility to make itself more economically self-sufficient;
- **Citrus County** needed a large investment in its water infrastructure in order to expand its customer base.

SEED MONEY AGREEMENTS

- 1987 interlocal agreement between WRWSA/SWFWMD for grant to construct a facility at the existing Hampton Hills site for seed money to help make Authority more self-sufficient;
- 1989 Interlocal Agreement between Citrus/WRWSA for County to purchase bulk water to pay back cost of facility built by Authority;
- 1989 WRWSA/Citrus interlocal agreement also allowed County to operate and maintain the facility and required the County to establish a Renewal & Replacement (R&R) fund for Authority's facilities.

Citrus Wellfield

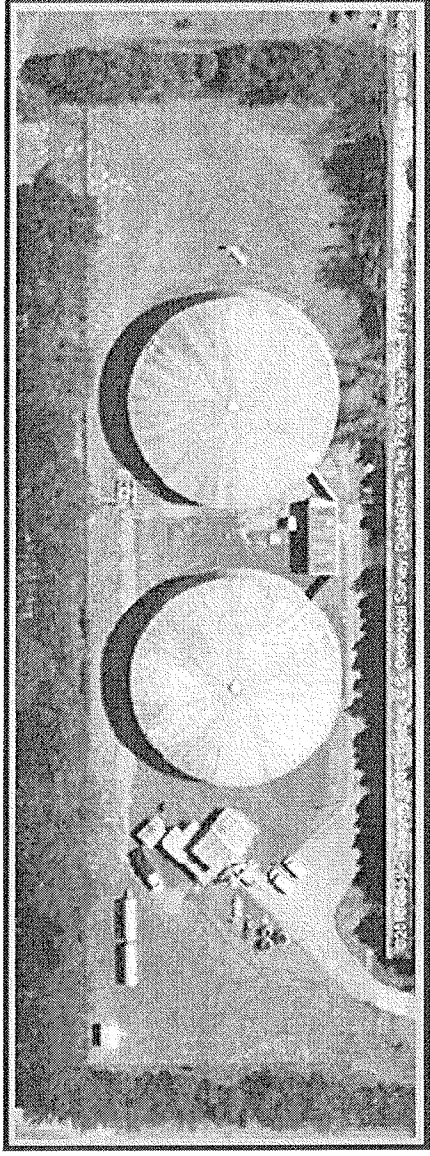
- Citrus Water Supply Facility dedicated and named the Charles A. Black Water Supply Facility
- SWFWMD grant of \$350,000 for design
- Facility built with grant of \$4.7 million from SWFWMD Basin Boards as seed money to the Authority for future projects
- Constructed from 1988 to 1992 in four phases

Citrus Wellfield Facilities

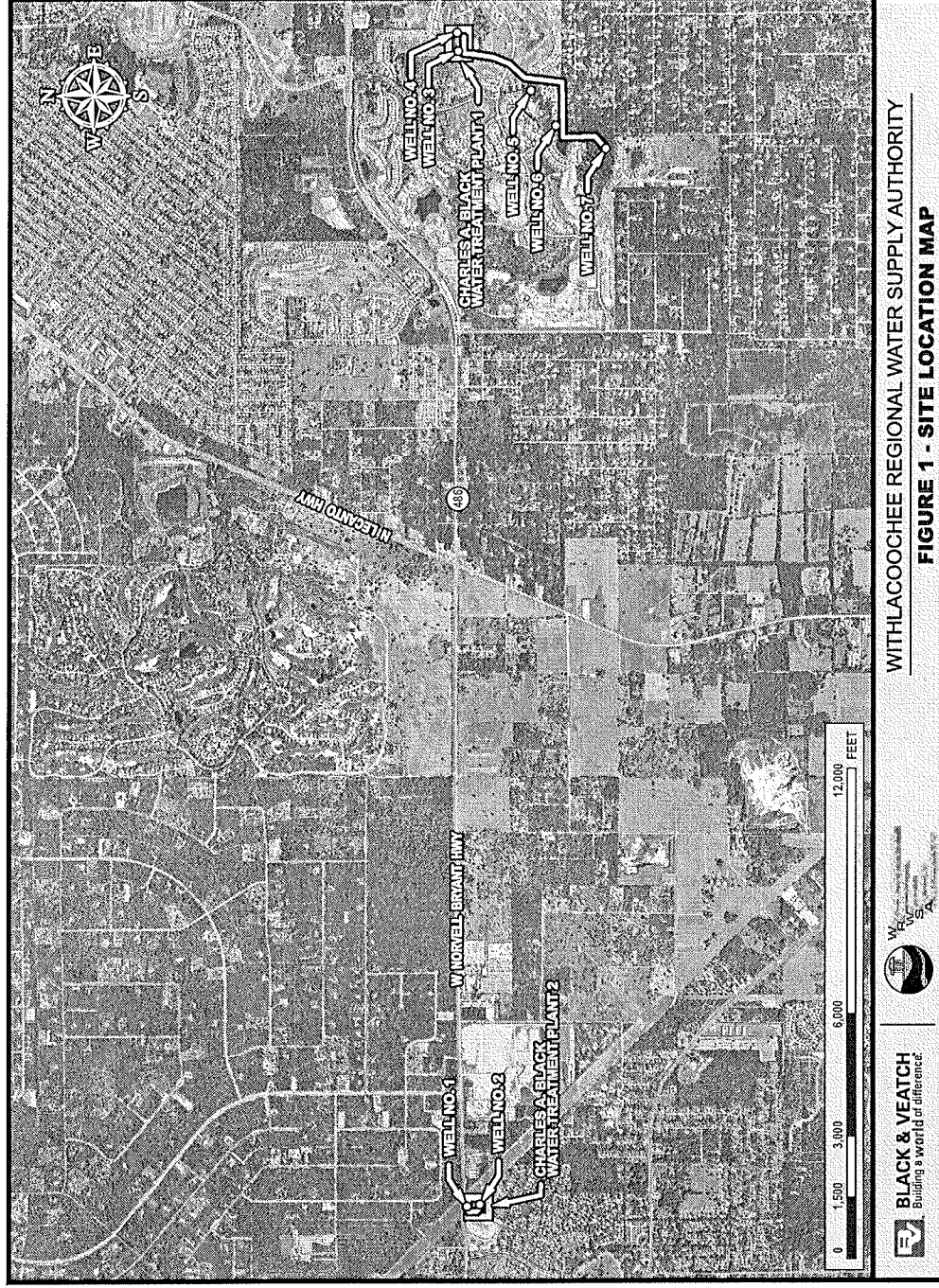
- 3 Wells constructed; capacity of ± 12 mgd
- County transferred 2 existing wells to WSA;
- Constructed two 4mg ground storage tanks;
- Hi-svc pumps;
- Water treatment plant;
- 18" interconnect from Hampton Hills to Meadowcrest



CAB WATER FACILITY IN HAMPTON HILLS



CAB #1 Facility



CAB FACILITIES – CAB #1 – CAB #2 AND 18” INTERCONNECT

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
COST OF DESIGN AND FACILITIES BY YEAR - FY1988-1992

	FY 88	FY 89 & FY90	FY 91	FY 92	TOTALS
DESIGN GRANT	\$350,000				\$350,000
WELLS		\$75,280	\$214,000	\$362,916	\$652,196
PLANT		\$451,349	\$431,651	\$46,860	\$929,860
PIPING		\$869,508	\$54,176	\$76,520	\$1,000,204
GROUND STORAGE		\$597,943	\$0	\$585,361	\$1,183,304
ENGINEERING/ CONSTRUCTION		\$74,615	\$105,190	\$25,000	\$204,805
OTHER		\$433,663	\$144,983	\$178,343	\$731,610
TOTALS	\$350,000	\$2,502,358	\$950,000	\$1,275,000	\$5,051,979
LESS \$350,000 AS A GRANT FROM SWFWMD FOR DESIGN					<u>-\$350,000</u>
TOTAL TO BE REPAID BY CITRUS COUNTY					\$4,701,979

Combined Capacity CAB #1 and CAB#2

- Total pumping capacity is 19.2 mgd from 7 wells at CAB #1 & #2
- Interconnect from Hampton Hills to Meadowcrest has been upgraded by Citrus County from an 18" to a 24" line.
- Location of CAB#1 on highest point in Citrus County (200 ft.), and with 8 mg of ground storage, plant can provide County's water needs for 30 hours with total loss of electric power through gravity feed.

Negotiations

- SWFWMD would provide seed money, but facilities must belong to the Authority, including existing CAB wells 3 & 4;
- The cost of the facility would be paid back to the Authority, but at 0% interest over 30 years;
- An additional 5 years was added to payback to accommodate a 2nd 4 mg ground storage tank;
- Citrus wanted a break on payback on the front end to allow County to build its customer base;
- The County wanted to operate the facility since the Authority had no staff and to avoid County layoffs;

Negotiations (con't)

- County wanted first “dibs” on water coming from the well and to serve other governmental entities in the County;
- Payment was to be based on sale of water, but County did not have a large enough customer base to develop a cost per 1000 gal without raising water rates;
- Interim payment stream was developed based on amortization of capital cost of plant plus an additional administrative charge for the Authority.

Citrus County's Entitlement

- The County's water entitlement for the first year was the amount of the initial consumptive use permit – 2 mgd average and 6 mgd maximum
- An increase in its entitlement was subject to amendment of the contract. If no amendment occurred, the 1st year entitlement would remain in place;

Payback Accommodation

- First 5 years (92-97) Authority reduced payments by 50% with 10% increase each year to help Citrus achieve customer base;
- Since 1997 Citrus has paid Authority \$163,587/year in plant cost amortization and a small annual administrative fee.
- Cost for CAB facility on open bond market would have been >\$8 million and greatly increased water rates.

CITRUS WELLFIELD AMORTIZATION

Year	Year 1-3 Cost Recov	System Util Adjustment	Tot. Amort Cost	Gen+Admin Expense	Yr. Cost R
1992	\$114,233	(\$57,116)	\$57,116	\$25,400	
1993	\$114,233	(\$45,693)	\$68,540	\$26,670	
1994	\$114,233	(\$34,270)	\$79,963	\$28,004	
1995	\$114,233	(\$22,847)	\$91,386	\$29,403	
1996	\$114,233	(\$11,423)	\$102,809	\$30,874	
1997	\$114,233	\$6,854	\$121,087	\$32,416	\$42
1998	\$114,233	\$6,854	\$121,087	\$34,037	\$42
1999	\$114,233	\$6,854	\$121,087	\$35,739	\$42
2000	\$114,233	\$6,854	\$121,087	\$37,526	\$42
2001	\$114,233	\$6,854	\$121,087	\$39,403	\$42
2002	\$114,233	\$6,854	\$121,087	\$41,372	\$42
2003	\$114,233	\$6,854	\$121,087	\$43,441	\$42
2004	\$114,233	\$6,854	\$121,087	\$45,613	\$42
2005	\$114,233	\$6,854	\$121,087	\$47,893	\$42
2006	\$114,233	\$6,854	\$121,087	\$50,289	\$42
2007	\$114,233	\$6,854	\$121,087	\$52,409	\$42

Developments Over Time

- County has received and used all of the water production from the wellfield to expand its customer base
- County has contracted with additional governmental entities to provide service or to provide standby capacity (e.g. Ozello Water Association and City of Crystal River).
- As development in Citrus County proceeds, additional capacity from CAB may be required.

CAB Facility Critical to Future Revenue Needs

- Authority will receive \$223,587 annually from CAB amortization through 2021. Current member annual assessment fees are \$139,350.
- Total funding for Authority is approximately \$363,000 annually.
- Currently, ±\$130,000 annually is allocated for local grants for water conservation, leaving \$232,000 to administer the Authority
- Reserves are ±\$1.5 million and have remained static for 10 years.
- In 10 years, the CAB amortization will be essentially complete, removing the Authority's main source of funds.

CITRUS WELLFIELD AMORTIZATION COST

Year	Year 1-3 Cost Recov	System Util Adjustment	Tot. Amort Cost	Gen+Admin Expense	Yr. 4 Cost Recov	Total Annual Cost	Cumulative Capital Recapture	Declining Capital Balance
1992	\$114,233	(\$57,116)	\$57,116	\$25,400		\$82,516	\$57,116	\$4,701,979
1993	\$114,233	(\$45,693)	\$68,540	\$26,670		\$95,210	\$125,656	\$4,644,863
1994	\$114,233	(\$34,270)	\$79,963	\$28,004		\$107,967	\$205,619	\$4,576,323
1995	\$114,233	(\$22,847)	\$91,386	\$29,403		\$120,789	\$297,005	\$4,496,360
1996	\$114,233	(\$11,423)	\$102,809	\$30,874		\$133,683	\$399,814	\$4,404,974
1997	\$114,233	\$6,854	\$121,087	\$32,416	\$42,500	\$196,003	\$563,401	\$4,302,165
1998	\$114,233	\$6,854	\$121,087	\$34,037	\$42,500	\$197,624	\$726,987	\$4,138,578
1999	\$114,233	\$6,854	\$121,087	\$35,739	\$42,500	\$199,326	\$890,574	\$3,974,992
2000	\$114,233	\$6,854	\$121,087	\$37,526	\$42,500	\$201,113	\$1,054,161	\$3,811,405
2001	\$114,233	\$6,854	\$121,087	\$39,403	\$42,500	\$202,990	\$1,217,747	\$3,647,818
2002	\$114,233	\$6,854	\$121,087	\$41,372	\$42,500	\$204,959	\$1,381,334	\$3,484,232
2003	\$114,233	\$6,854	\$121,087	\$43,441	\$42,500	\$207,028	\$1,544,921	\$3,320,645
2004	\$114,233	\$6,854	\$121,087	\$45,613	\$42,500	\$209,200	\$1,708,507	\$3,157,058
2005	\$114,233	\$6,854	\$121,087	\$47,893	\$42,500	\$211,480	\$1,872,094	\$2,993,472
2006	\$114,233	\$6,854	\$121,087	\$50,289	\$42,500	\$213,876	\$2,035,681	\$2,829,885
2007	\$114,233	\$6,854	\$121,087	\$52,408	\$42,500	\$215,995	\$2,199,267	\$2,666,299
2008	\$114,233	\$6,854	\$121,087	\$54,528	\$42,500	\$218,115	\$2,362,854	\$2,502,712
2009	\$114,233	\$6,854	\$121,087	\$56,755	\$42,500	\$220,342	\$2,526,440	\$2,339,125
2010	\$114,233	\$6,854	\$121,087	\$59,093	\$42,500	\$222,680	\$2,690,027	\$2,175,539
2011	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$2,853,614	\$2,011,952
2012	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$3,017,200	\$1,848,365
2013	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$3,180,787	\$1,684,779
2014	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$3,344,374	\$1,521,192
2015	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$3,507,960	\$1,357,605
2016	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$3,671,547	\$1,194,019
2017	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$3,835,133	\$1,030,432
2018	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$3,998,720	\$866,846
2019	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$4,162,307	\$703,259
2020	\$114,233	\$6,854	\$121,087	\$60,000	\$42,500	\$223,587	\$4,325,893	\$539,672
2021	\$114,233	\$6,853	\$121,086	\$60,000	\$42,500	\$223,586	\$4,489,479	\$376,086
2022					\$42,500	\$42,500	\$4,531,979	\$212,500
2023					\$42,500	\$42,500	\$4,574,479	\$170,000
2024					\$42,500	\$42,500	\$4,616,979	\$127,500
2025					\$42,500	\$42,500	\$4,659,479	\$85,000
2026					\$42,500	\$42,500	\$4,701,979	\$42,500
								\$0

TOTALS	\$3,426,979	\$0	\$3,426,979	\$1,430,864	\$1,275,000	\$6,132,843
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Future Program Funding Needs

- Updating Master Plan population and water demands;
- Continue to monitor groundwater availability and funding for hydro-geologic studies;
- Work with local governments to develop and fund water conservation programs;
- Continue to develop long-range programs to develop and utilize traditional as well as alternative water supply sources.

Renegotiation of Project Facility Charge?

- 8/22/89 Citrus County & WRWSA Interlocal provides for a renegotiation of the PFC, based upon
- Reflection of an accurate consumption level of the County's customer base, if an increase does not substantially affect the County's rates, or
- Whether the AUTHORITY may need an increase in its general administrative cost as associated with the Citrus County Well Field Project.

Contract vs. Current Use

- 1989 Interlocal Agreement provides a 2 mgd average and 6 mgd maximum daily use entitlement for the County.
- Consumption has been well above that entitlement for many years without being renegotiated – approximately at ±4.5 – 5 mgd average daily use.
- WRWSA/County currently applying for a ±6 mgd permit.

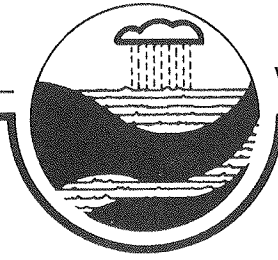
Recommended Future Directions

- Direct staff to review CAB Project Facility Charge Agreement with Citrus County and recommend future modifications that may need to be made.
(Done at the April 20, 2011 Board Meeting)
- Staff recommends placing Purvis Gray & Co. under contract to help staff and Citrus County develop recommendations on modifying current Project Facility Charge Agreement.

Cost & Timing

- Purvis Gray prepared the first amortization agreement.
- Purvis Gray has provided financial services to all of our member counties.
- Estimated time would be approximately two weeks with a Partner level CPA @ \$150 hr.
- Cost estimate ranges between \$12,000 and \$18,000.

Questions and Comments

**MEMORANDUM**

October 7, 2011

To: WRWSA Board of Directors
From: Jack Sullivan, Executive Director

Re: Progress on Regional Framework Planning Program

As you are aware, the regional framework concept has been embraced by the WRWSA Board as the planning tool for the development of remaining traditional groundwater supplies in a manner that will allow the efficient introduction of regionally developed alternative water supplies. Water Resource Associates (WRA) has been developing the next steps of the framework.

The initial workshop regarding this effort was held with the WRWSA Technical Review Committee (TRC) on March 16. The workshop was an opportunity for member utilities to share information regarding their existing water supply systems, research being done on alternative water supplies and any expansion plans that they are contemplating. This information is being used to guide the development of the Regional Framework Initiatives. A May 18 TRC meeting was held to discuss an outline for Regional Framework Initiative Conceptual Plan; adjusted member demand numbers considering compliance per capita rates; and to continue discussions with member utilities on the Framework. An October 19, 2011 TRC meeting is scheduled to discuss potential AWS routes, collaborative efforts on water supply development between members and other progress made on the Framework Planning Program.

WRA will be updating the Board on the results of the October TRC meeting and on the Framework process.

Recommendation:

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

**AGREEMENT BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND
NANCY SMITH**

Agreement for Administrative Assistant Services

THIS AGREEMENT, entered into as of the 1st day of October, 2011, by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, (hereinafter referred to as the "Authority"), and NANCY SMITH, (hereinafter referred to as "Administrative Assistant").

WHEREAS, the Authority desires and needs an administrative assistant to assist the Executive Director in the daily management of the Authority; and,

WHEREAS, Nancy Smith has previously assisted the Executive Director and provided administrative services to the Authority; and,

WHEREAS, Nancy Smith is found to be well qualified in the area of planning and management and has the ability to assist the Authority with respect to its needs and goals; and,

WHEREAS, the Authority desires to retain Nancy Smith as its Administrative Assistant to the Executive Director

NOW THEREFORE, the parties hereto agree as follows:

1. **Scope of Services:**

- A. The Administrative Assistant shall be responsible for assisting the Executive Director all administrative and management duties associated with the operation of the Authority, including, but not limited to, providing financial management, budgeting and secretarial services to the Authority and such other tasks as may be assigned by the Executive Director from time to time.
- B. The Administrative Assistant shall attend all meetings of the Authority and insure that the minutes of same are taken and prepared.
- C. The Administrative Assistant shall insure that all official minutes as well as contracts and other official documents are maintained as public records of the Authority with a public agency approved by the Authority.

2. Compensation:

- A. The Authority herein agrees to pay the Administrative Assistant a sum of \$25,000.00 for the 2011-2012 fiscal year, payable in twelve (12) monthly installments of \$2,083.33 for eleven (11) months and \$2,083.37 for the twelfth (12th) month and final payment. The Administrative Assistant shall submit a monthly billing for the above amount to the Authority for payment. It is understood and agreed that said above monthly amount shall

be considered approved each month by virtue and operation of this Agreement and that the Authority is authorized to pay said monthly amounts without independent approval of same at each Board meeting. Said monthly amounts shall continue for twelve (12) consecutive months through September 30, 2012.

- B. All travel associated with the administration of the Authority's monthly meetings, technical programs and research shall be an additional expense and charged in accordance with Chapter 112.061, Florida Statutes. Administrative travel will be calculated from Lecanto, Florida, as the headquarters of the Authority. The Authority shall approve all such reimbursable expenses at its monthly meetings.

3. Termination:

Unless otherwise renewed, this contract shall terminate on September 30, 2012. Provided, however, that the Authority or the Administrative Assistant may terminate this Agreement upon sixty (60) days written notice to the other part.

4. Commencement Date of the Agreement:

The parties herein agree that this Agreement shall commence on the 1st day of October, 2011.

5. Entirety of Agreement:

This Agreement embodies the entire agreement and understanding between the parties and is subject to change, alteration and modification only upon written agreement of the parties.

IN WITNESS WHEREOF, the Authority and Nancy Smith have executed this Agreement, in duplicate, this _____ day of October, 2011.

**WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY**

By: _____
STAN McCLAIN
Chairperson

ATTEST:

By: _____
JACKSON E. SULLIVAN
Executive Director

By: _____
NANCY SMITH
Administrative Assistant

ATTEST:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM AND
CORRECTNESS

LARRY M. HAAG, Esq.
Haag, Haag & Friedrich, P.A.
452 Pleasant Grove Rd.
Inverness, FL 34452
(352) 726-0901 - Phone
Attorney for WRWSA

LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Agreement"), is made and entered into this _____ day of October, 2011, by and between **CITRUS COUNTY**, a political subdivision of the State of Florida, hereinafter called "LESSOR", whose mailing address is 110 N. Apopka Ave., Inverness, FL 34450 and the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, a political subdivision of the State of Florida, whose mailing address is 2379 Broad St., Brooksville, FL 34604, hereinafter called "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR, for and in consideration of Ten Dollars (\$10.00) from the LESSEE to the LESSOR, together with other good and valuable consideration, the receipt of which is hereby acknowledged, has demised and lease to the LESSEE for its exclusive use that certain real property located in Citrus County, Florida, described in Exhibit "A", attached hereto and made a part hereof by reference, which shall constitute an aggregate area of 289.73 square feet of rentable office space, together with the use of parking spaces, conference rooms, board/public meeting room and equipment, employee lounges and other common areas on the property owned by the LESSOR for the use of the LESSEE, hereinafter referred to as the "leased premises", at the rate of Seven and 07/100 Dollars (\$7.07) per square foot, per year, subject to the following terms and conditions:

I. TERM

The leased premises shall be leased to the LESSEE for a term beginning on Tuesday, November 1, 2011, to and including October 31, 2016. The LESSOR shall deliver possession of the leased premises to the LESSEE on November 1, 2011, and allow occupancy of the lease premises by the LESSEE on November 1, 2011.

II. RENT

The LESSEE shall pay the LESSOR One Hundred Seventy and 64/100 Dollars (\$170.64) rent per month for the term described in paragraph I. The first month's rent shall be payable on or before the date of occupancy and by the tenth (10th) day of each month thereafter in accordance with Section 215.422, Florida Statutes. The LESSOR shall submit invoices for rent in triplicate each month to the LESSEE, Withlacoochee Regional Water Supply Authority, at 2379 Broad St., Brooksville, FL 34604. The rent shall be paid to the LESSOR, Citrus County, at Accounts Receivable, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461.

III. HEATING, AIR CONDITIONING AND COMMUNICATIONS

1. The LESSOR, at its expense, shall furnish, clean and maintain in satisfactory operating condition heating and air conditioning equipment adequate for the lease premises at all times during the term thereof.
2. The LESSOR shall provide six (6) CAT 3 – 4 pair cables terminated on two (2) RJ11 jacks (outlets) at each location, run back to a central communications room. The service company will demark outside lines in communications room. The LESSEE shall approve the location of all duplex telephone jacks prior to installation. Service lines shall consist of: one (1) local number, one (1) fax line, one (1) local number for data access, and one (1) SUNCOM circuit. The LESSOR shall be responsible for all required repairs and maintenance costs associated with the telephone lines, data cables and jacks provided.

IV. LIGHT FIXTURES

1. The LESSOR, at its own expense, shall install and maintain in the leased premises adequate electric light fixtures and lights for the use of LESSEE. LESSEE has inspected existing facility and found lighting to be adequate.
2. The LESSOR, at its own expense, shall replace promptly all defective or inoperable bulbs, lamps, starters and/or tubes used in such fixtures for the purpose of furnishing light.
3. The LESSOR shall maintain adequate lighting within the leased premises.

V. SIGNS

The LESSOR, at its expense, shall install for the LESSEE, Withlacoochee Regional Water Supply Authority, a sign at the entrance of the Lecanto Government Complex and in the lobby of the Lecanto Government Building. The sign must be acceptable by both parties and comply with all applicable statutes, laws, ordinances, rules and regulations.

VI. MAINTENANCE AND REPAIRS

1. The LESSOR, at its own expense, shall provide interior maintenance and repairs in accordance with generally-accepted good practices, including repainting, replacement of worn or damaged floor covering, and repair and replacement of interior equipment as may be necessary due to normal usage. The LESSEE shall keep the interior of the leased premises in as good a state of repair as at the time of the beginning of this Agreement, reasonable wear and tear and unavoidable casualties excepted.
2. The LESSOR, at its own expense, shall maintain and keep in good repair the exterior of the leased premises, including parking and roads, and shall be responsible for the replacement of all windows broken or damaged in the

leased premises, except such breakage or damage caused by the LESSEE and its agents, employees and officers.

3. The LESSOR, at its expense, shall maintain the interior and exterior of the leased premises so as to conform to the Americans with Disabilities Act and all applicable public law, health and safety requirements presently in effect and which may be enacted during their term hereof.
4. The LESSOR, at its expense, shall furnish regular pest control services for the leased premises.

VII. UTILITIES

The LESSOR shall promptly pay all charges, rates or fees which may become payable during the term of this lease agreement for electricity, garbage, sewer and water used by the LESSEE on the leased premises. The LESSEE shall be responsible for the payment of all telephone rates or charges.

VIII. HANDICAPPED STANDARDS AND ALTERATIONS

1. The LESSOR agrees that the leased premises now conform, or that the LESSOR, at its expense, shall bring the leased premises immediately into conformance with the Americans with Disabilities Act requirements of Sections 255.211, Florida Statutes, and Chapter 13D-1, Florida Administrative Code, providing Standards for Special Facilities for the Physically Disabled.
2. The LESSEE shall have the right to make any alterations in and to the leased premises during the term of the lease agreement after obtaining the written consent thereto of the LESSOR. The LESSOR shall not arbitrarily or unreasonably withhold consent to any such alterations.

IX. INJURY OR DAMAGE TO PERSONAL PROPERTY ON PREMISES

All personal property of any kind that may be in or on the leased premises during the term of this Agreement shall be at the risk of the LESSEE and, except for any negligence of the LESSOR, the LESSOR shall not be liable to the LESSEE or to any other person for any damages, injury or loss to any person or personal property on the leased premises.

X. FIRE, SECURITY AND OTHER HAZARDS

1. In the event that the leased premises, or the major part thereof, is damaged or destroyed by fire, lightning, storm, or other casualty, the LESSOR, at its option and expense, shall immediately repair or restore the leased premises. The rent thereon shall cease until the completion of such repairs or restoration and the LESSOR shall immediately refund the pro rata part of any rent paid in advance by the LESSEE prior to the damage or destruction to the extent that the damaged or destroyed part bears to the whole of the leased premises. Upon the completion of such repairs or restoration, the full rent shall resume and continue for the balance of the term hereof.
2. The LESSOR, at its expense, shall provide for fire protection during the term of the lease agreement in accordance with the fire safety standards of the State Fire Marshal, and the LESSOR shall maintain and repair all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The leased premises shall be available for inspection by the State Fire Marshal after delivery of possession to the LESSEE and at any reasonable time thereafter.

3. The LESSOR, at its expense, shall provide a 24-hour, seven-day-a-week, commercial alarm, security service and monitoring system acceptable to the LESSEE. The LESSOR shall provide the LESSEE with a security access code to the alarm system for entering the leased premises at any time after normal working hours, holidays or weekends and a key-locked door to the office area for the private use of the LESSEE. The LESSOR shall promptly pay all charges and fees for the maintenance and operation of the 24-hour monitoring system, 24-hour test signal for the operation of the alarm system, and security service.
4. The LESSOR certifies that no asbestos was used in the construction of the leased premises and the leased premises are free of or from hazardous materials or unlawful amounts of formaldehyde or radon gas or that, if the leased premises are not free therefrom, the LESSOR shall correct such hazardous or unlawful condition or conditions.

XI. EXPIRATION OF TERM

At the expiration of the term hereof, the LESSEE shall peaceably yield up to the LESSOR the leased premises in good and tenantable repair. The LESSEE shall have the right to remove from the premises all personal property of the LESSEE and all appliances, appurtenances, equipment, fixtures and machinery placed or installed on the leased premises by it, provided the LESSEE restores the leased premises to as good a state of repair as prior to the replacement or installation.

XII. NOT CONSENT TO SUE

The terms and conditions of this Agreement shall not be construed as a waiver of sovereign immunity or as consent of the LESSEE to be sued because of said leasehold.

XIII. WAIVER OF BREACH

The waiver by the LESSOR of any breach of this Agreement by the LESSEE shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

XIV. RIGHT OF LESSOR TO INSPECT

The LESSOR, at all reasonable times during normal business hours, may enter into and upon the leased premises for the purposes of inspecting the same and making any repairs required under the terms of this Agreement.

XV. BREACH OF COVENANT

Except as provided otherwise in this Agreement, if the LESSEE shall neglect or fail to perform or observe any duty or covenant contained herein, which on the LESSEE's part is to be performed and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the LESSOR to the LESSEE, then the LESSOR lawfully may, immediately or at any time thereafter, and without further notice or demand, enter into and upon the leased premises, or any part thereof, and repossess the same as its former estate and expel the LESSEE and remove its effect, if necessary, without being taken or deemed to be guilty of trespass, whereupon, this Agreement shall terminate without prejudice to any remedy available to the LESSOR for arrears of rent or for breach of any of the duties or covenants contained herein.

XVI. TAXES, INSURANCE AND COMMISSIONS

1. The LESSOR shall pay all real estate taxes or assessments, if any, and fire insurance premiums on the leased premises. The LESSOR shall not be required to carry fire insurance on the LESSEE or any other person or property which may now or hereinafter be placed in the premises.

2. The LESSOR certifies to the LESSEE that no portion of the rent payable pursuant to paragraph II. of this Agreement includes, represents, is based on, or is attributable to any commission or fee paid or payable by the LESSOR as the result of the LESSOR having utilized or contracted for the services of any real estate broker, salesperson, agent, or firm in any aspect of the LESSOR's dealings or any dealing involving the leasing of the leased premises to the LESSEE, nor shall the LESSEE be liable therefor.

XVII. AVAILABILITY OF FUNDS

The obligations of the LESSEE under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Governing Board of the LESSEE and/or the availability of funds through applicable contract or grant programs.

XVIII. USE OF PREMISES

The LESSEE shall not make or allow any unlawful, improper, or offensive use of the leased premises, or any use or occupancy thereof, contrary to the laws of the State of Florida or such ordinances of the county in which the leased premises are located applicable during the term hereof to the LESSEE.

XIX. JANITORIAL SERVICES

The LESSOR shall provide the following minimum janitorial services and supplies in accordance with this schedule:

1. Daily, except non-working days: Remove and legally dispose of trash; clean and sanitize drinking fountains; clean, damp-mop non-carpeted floors and maintain all restrooms in a sanitary condition; replenish soap, paper towels, toilet tissue and other toilet supplies when receptacles are empty;

dust tops of desks, tables, cabinets, telephones and furniture as needed; and, vacuum high traffic areas.

2. Twice weekly: Vacuum all carpeted areas; dust furniture, ledges, shelving, restroom fixtures, and office equipment.
3. Weekly: Damp-mop and buff non-carpeted areas of traffic, i.e. hallways, lobbies, etc. Clean and sanitize telephones weekly; provide extra paper towels, disinfectant room deodorant spray and toilet tissue in a covered container mounted in an accessible location in each lavatory.
4. Twice yearly: Strip, wax and buff non-carpeted floors.
5. Continually: Keep air vents and air handlers clean of dust and mold; replace HVAC filters regularly; and keep parking areas free of accumulation of trash.
6. As required: Clean exterior entrances to office complex; dust baseboards, walls, woodwork; provide all necessary cleaning supplies, materials and equipment; furnish toilet supplies such as hand soap, toilet tissue, sanitizing supplies, ladies napkins, paper towels of satisfactory quality and absorbency; and perform such other services as necessary to keep the leased premises in clean, sanitary and healthy condition.

XX. RIGHT TO TERMINATE

The LESSEE shall have the right to terminate this Agreement, without consent of the LESSOR and without penalty, upon giving ninety (90) days prior written notice to the LESSOR.

XXI. NOTICES AND INVOICES

All notices to the LESSOR shall be hand-delivered or sent by certified mail, return receipt requested, to the Board of County Commissioners, Citrus County Courthouse, 110 N. Apopka Ave., Inverness, FL 34450, and all notices to the LESSEE shall be hand-delivered or sent by certified mail, return receipt requested to 2379 Broad St., Brooksville, FL 34604.

XXII. DEFINITION OF TERMS

1. The terms "agreement", "lease", or "lease agreement" shall be inclusive of each other and shall also include any renewals, option terms, extensions, or modifications of this Agreement.
2. The Terms "LESSOR" and "LESSEE" shall include the successors and assigns of the parties hereto.
3. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIII. APPLICABLE LAW

This Agreement shall be interpreted according to the laws of the State of Florida.

XXIV. ENTIRE AGREEMENT AND ADDITIONAL TERMS

This Agreement contains the entire understanding between the parties and may be amended only in writing and incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of Citrus County by its Chairman of the board of County Commissioners and the seal of Citrus County affixed hereto and attested by the Clerk of the Board of County Commissioners, and the Withlacoochee Regional Water Supply Authority has caused this

Agreement to be executed by its Chairperson and its corporate seal to be affixed hereto
as of the _____ day of October, 2011.

**CITRUS COUNTY, a Political
Subdivision of the State of Florida**

By: _____
DENNIS DAMATO
Chairperson

ATTEST:

By: _____
BETTY STRIFLER
Clerk of Court

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
RICHARD WESCH
County Attorney

**STATE OF FLORIDA
COUNTY OF CITRUS**

I HEREBY CERTIFY that on this _____ day of October, 2011, before me, an officer
duly authorized in the State and County aforesaid to take acknowledgments, personally
appeared **DENNIS DAMATO**, Chairperson, Citrus County Board of County Commissioners,
who _____ is personally known to me or _____ produced
_____ as identification.

NOTARY PUBLIC
Seal:

WITNESSES:

**WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY**

Printed Name: _____

By: _____
JACKSON E. SULLIVAN,
Executive Director

Printed Name: _____

WITNESSES:

APPROVED AS TO FORM AND
CORRECTNESS

Printed Name: _____

LARRY M. HAAG, Esq.
Haag, Haag & Friedrich, P.A.
452 Pleasant Grove Rd.
Inverness, FL 34452
(352) 726-0901 - Phone
Attorney for WRWSA

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF CITRUS**

I HEREBY CERTIFY that on this _____ day of October, 2011, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **JACKSON E. SULLIVAN**, Executive Director, Withlacoochee Regional Water Supply Authority, who _____ is personally known to me or _____ produced _____ as identification.

NOTARY PUBLIC
Seal:

Irrigation System Evaluation Summary

<i>Utility</i>	<i>Mailed</i>	<i>Applicants</i>	<i>Reports</i>	<i>Target</i>
Citrus	168	18	6	62-63
Hernando	31	23	8	62-63
Marion	104	10	4	62-63
Villages	113	24	3	62-63
<i>Total</i>	<i>416</i>	<i>75</i>	<i>21</i>	<i>250</i>

September 30, 2011

The above table summarizes the initial contact and mailing to targeted customers during August and September 2011. Targeted customers are those using more than 30,000 gallons of potable water per month.

September 16, 2011 postmark was the first deadline.

WRWSA Regional Irrigation Evaluation Program (N278) September 2011

County	DATE PERFORMED	NAME	STREET ADDRESS	City or Utility	Zip Code
Marion	8/26/2011	Thodore Weisse	11746 SW 72nd Circle	Ocala	34476
Marion	8/26/2011	Lloyd Cooper Jr	7052 SW 118th Loop	Ocala	34476
Marion	9/7/2011	Donald Wiley	8284 SW 114th Lane	Ocala	34476
Marion	9/7/2011	Lenard Outzs	1654 158th Lane	Ocala	34473
Hernando	9/1/2011	Elwin Lindke	363 Keltner Court	Spring Hill	34609
Hernando	9/1/2011	Betty wilson	2339 Grandfather Mountain	Spring Hill	34609
Hernando	9/2/2011	William Zaleski	2347 Summercrest Lane	Spring Hill	34609
Hernando	9/2/2011	Daniel Horn	3300 Morven Drive	Spring Hill	34609
Hernando	9/21/2011	Charles Haig	13157 Lola Drive	Spring Hill	34609
Hernando	9/21/2011	Robert Schuler	354 Keltner Court	Spring Hill	34609
Hernando	9/26/2011	Andrew Sitar	13145 Arkendale Street	Spring Hill	34609
Hernando	9/26/2011	John Cunningham	6153 Kinlock Avenue	Spring Hill	34609
Citrus	8/30/2011	Robert Simpson	9 Village Center Drive	Homosassa	34446
Citrus	8/30/2011	Mark Barker	2 Scabiosa Court	Homosassa	34446
Citrus	9/13/2011	Carl Petrii	28 Speckberry Circle	Homosassa	34446
Citrus	9/13/2011	James Grasso	9 Pagoda Drive	Homosassa	34446
Citrus	9/23/2011	Edgar Bailey	25 Plum Court	Homosassa	34446
Citrus	9/23/2011	Ernest Hanlon	7 Heuchera Circle	Homosassa	34446
Sumpter	9/12/2011	Ervine Aubry Williams	2294 Gatsby Lane	NSCUDD	32162
Sumpter	9/12/2011	Mark Margiotta	2500 Alder Court	NSCUDD	32162
Sumpter	9/12/2011	Donald Garvey	472 Timmonsville Way	VCDD Utilities	32162

The Withlacoochee Regional Water Supply Authority is required to publish a listing of its regularly scheduled meetings. The following list identifies the Board meetings scheduled for calendar year 2012.

2012 WRWSA Meeting Schedule

January 18, 2012, 4:30 p.m., SWFWMD Headquarters Governing Board Meeting Room, 2379 Broad Street (US 41 South), Brooksville, Florida 34604-6899

February 15, 2012, 4:30 p.m., Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323

March 21, 2012, 4:30 p.m., SWFWMD Headquarters Governing Board Meeting Room, 2379 Broad Street (US 41 South), Brooksville, Florida 34604-6899

April 18, 2012, 4:30 p.m., Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323

May 16, 2012, 4:30 p.m., SWFWMD Headquarters Governing Board Meeting Room, 2379 Broad Street (US 41 South), Brooksville, Florida 34604-6899

June 20, 2012, 4:30 p.m., Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323

July 18, 2012, 4:30 p.m., SWFWMD Headquarters Governing Board Meeting Room, 2379 Broad Street (US 41 South), Brooksville, Florida 34604-6899

August 15, 2012, 4:30 p.m., Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323

September 19, 2012, 4:30 p.m., SWFWMD Headquarters Governing Board Meeting Room, 2379 Broad Street (US 41 South), Brooksville, Florida 34604-6899

October 17, 2012, 4:30 p.m., Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323

November 21, 2012, 4:30 p.m., SWFWMD Headquarters Governing Board Meeting Room, 2379 Broad Street (US 41 South), Brooksville, Florida 34604-6899

December 19, 2012, 4:30 p.m., Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323



An Equal
Opportunity
Employer

Southwest Florida Water Management District

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

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899

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

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

September 26, 2011

Citrus County Board of County Commissioners
3600 W Sovereign Path
Lecanto, FL 34461

Subject: **Time Extension Request Approval**
Water Use Permit Application No.:
Project Name:
County:

20007121.006
CHARLES A BLACK WATER
SUPPLY SYSTEM
CITRUS

Reference: Rule 40D-1.1020, Florida Administrative Code

Dear Citrus County Board of County Commissioners:

Your request for a time extension has been approved. The information requested in the District's letter dated November 2, 2010, is due by **December 21, 2011**. If your response is not received by this date, the permit application will be processed for denial.

If you have questions concerning this matter, please contact Angel Martin, at the Brooksville Regulation, extension 4324.

Sincerely,

Angel Martin
Brooksville Regulation Department

AM:mef
cc: File of Record 20007121
✓ Withlacoochee Regional Water Supply Authority
C & D Engineering, Inc.

From: disalz@yahoo.com
Subject: Fw: WRWSA 10.2.11 Bill Tracking Report
Date: October 2, 2011 12:37:10 PM EDT
To: "Jack Sullivan" <jesull@comcast.net>
Reply-To: disalz@yahoo.com

FYI

Sent from my Verizon Wireless BlackBerry

From: Diane Salz <noreply@lobbytools.com>
Date: Sun, 2 Oct 2011 12:36:07 -0400 (EDT)
To: <disalz@yahoo.com>
ReplyTo: disalz@yahoo.com
Subject: WRWSA 10.2.11 Bill Tracking Report

2012 Bills (20)			
Num	Title	Sponsor	
HB 0079	Relating to Onsite Sewage Treatment and Disposal Systems	Coley	09/15/11
(S: 0114) (I: 0178)	Onsite Sewage Treatment and Disposal Systems: Revises legislative intent; eliminates provisions directing DOH to create & administer statewide septic tank evaluation program; eliminates procedures & criteria for evaluation program; terminates grant program for repair of onsite sewage treatment disposal systems identified pursuant to evaluation program, to conform; eliminates provisions authorizing DOH to collect evaluation report fee & provisions relating to disposition of fee proceeds & revenue-neutral fee schedule. Effective Date: upon becoming a law 08/08/11 HOUSE Filed 09/15/11 HOUSE Referred to Agriculture & Natural Resources Subcommittee; Health Care Appropriations Subcommittee; State Affairs Committee 09/15/11 HOUSE Now in Agriculture & Natural Resources Subcommittee		
HB 0107	Relating to Special Districts	Caldwell	09/15/11
(S: 0192)	Special Districts: Revises provisions relating to merger & dissolution procedures for special districts; provides for certain merger & dissolution procedures to include referenda; provides that such provisions preempt certain special acts; provides for local governments to assume indebtedness of, & receive title to property owned by, special districts under certain circumstances; deletes provision relating to conditions under which merger of independent special districts or dependent fire control districts with other special districts is effective & conditions under which merged district is authorized to increase ad valorem taxes; revises criteria by which special districts are declared inactive by governing body. Effective Date: July 1, 2012 08/26/11 HOUSE Filed 09/15/11 HOUSE Referred to Community & Military Affairs Subcommittee; Finance & Tax Committee; Economic Affairs Committee 09/15/11 HOUSE Now in Community & Military Affairs Subcommittee		
SB 0114	Relating to Onsite Sewage Treatment And Disposal Systems	Evers	09/08/11
(C: 0115) (S: 0079 0178)	Onsite Sewage Treatment and Disposal Systems; Deleting legislative intent relating to onsite sewage treatment and disposal systems; conforming a cross-reference; eliminating provisions directing the Department of Health to create and administer a statewide septic tank evaluation program; eliminating procedures and criteria for the evaluation program; deleting an obsolete reporting requirement; eliminating provisions authorizing the department to collect an evaluation report fee; eliminating provisions relating to disposition of fee proceeds and a revenue-neutral fee schedule; relating to the grant program for the repair of onsite sewage treatment disposal systems identified pursuant to the evaluation program, to conform. EFFECTIVE DATE: upon becoming a law 08/29/11 SENATE Filed 09/08/11 SENATE Referred to Health Regulation; Environmental Preservation and Conservation; Budget		
HB 0115	Relating to Land Application of Septage	Drake	09/15/11
(C: 0114)	Land Application of Septage: Terminates future imposition of prohibition of land application of septage from onsite sewage treatment & disposal systems. Effective Date: July 1, 2012 08/31/11 HOUSE Filed 09/15/11 HOUSE Referred to Agriculture & Natural Resources Subcommittee; State Affairs Committee 09/15/11 HOUSE Now in Agriculture & Natural Resources Subcommittee		
SB 0118	Relating to An Environmental Surcharge On Bottled Water	Lynn	09/08/11
	An Environmental Surcharge on Bottled Water; Establishing a surcharge on bottled water sold at retail in this state; providing an exception; requiring that moneys collected from the surcharge be deposited into the Ecosystem Management and Restoration Trust Fund. EFFECTIVE DATE: October 1, 2012 08/29/11 SENATE Filed 09/08/11 SENATE Referred to Environmental Preservation and Conservation; Commerce and Tourism; Budget		

HB 0127 (I: 0194)	Relating to Assault or Battery on a Utility Worker Assault or Battery on a Utility Worker: Defines term "utility worker"; provides for reclassification of certain offenses against utility workers. Effective Date: July 1, 2012 09/07/11 HOUSE Filed	Weinstein	09/07/11
HB 0155 (S: 246)	Relating to Procurement of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services Procurement of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services: Revises definition of "continuing contract" & defines "best value selection"; clarifies provisions with respect to selection of firms by agency under competitive selection process; provides that agency has right to reject any or all submissions received in response to public announcement under competitive selection process; authorizes agency to award contracts to multiple firms under competitive negotiation process; provides for best value selection process; requires agencies to adopt rules governing use of such process; provides minimum requirements with respect to best value selection procedures. Effective Date: July 1, 2012 09/19/11 HOUSE Filed	Costello	09/19/11
HB 0157	Relating to Water Management Districts Water Management Districts: Authorizes water management districts to enter into interagency agreements for resource management activities under specified conditions; requires water management districts to apply specified water reservations & minimum flows & levels in determining certain effects of proposed consumptive uses of water; prohibits water management districts from authorizing certain consumptive uses of water; provides requirements for challenge of specified rules. Effective Date: July 1, 2012 09/19/11 HOUSE Filed	Porter	09/19/11
SB 0178 (S: 0114) (I: 0079)	Relating to Onsite Sewage Treatment and Disposal Systems Onsite Sewage Treatment and Disposal Systems; Eliminating provisions directing the Department of Health to create and administer a statewide septic tank evaluation program; eliminating procedures and criteria for the evaluation program; repealing a provision to terminate the grant program for repair of onsite sewage treatment disposal systems identified pursuant to the evaluation program, to conform; eliminating provisions authorizing the department to collect an evaluation report fee; eliminating provisions relating to disposition of fee proceeds and a revenue-neutral fee schedule, etc. EFFECTIVE DATE: upon becoming a law 08/29/11 SENATE Filed 09/08/11 SENATE Referred to Health Regulation; Environmental Preservation and Conservation; Budget	Lynn	09/08/11
SB 0188 (I: 4003)	Relating to Growth Policy Growth Policy; Repealing provisions relating to the Urban Infill and Redevelopment Assistance Grant Program, to terminate the program; conforming cross-references to changes made by the act, etc. EFFECTIVE DATE: July 1, 2012 08/31/11 SENATE Filed 09/21/11 SENATE Referred to Community Affairs; Environmental Preservation and Conservation; Budget	Flores	09/21/11
SB 0192 (S: 0107)	Relating to Special Districts Special Districts; Revising provisions relating to merger and dissolution procedures for special districts; requiring the merger or dissolution of dependent special districts created by a special act to be effectuated by the Legislature; providing for the merger or dissolution of inactive special districts by special act without referendum; requiring involuntary dissolution procedures for independent special districts to include referendum; providing for the merger of certain independent special districts by the Legislature; providing procedures and requirements for the voluntary merger of contiguous independent special districts; revising criteria by which special districts are declared inactive by a governing body, etc. EFFECTIVE DATE: July 1, 2012 09/01/11 SENATE Filed 09/21/11 SENATE Referred to Community Affairs; Budget	Bennett	09/21/11
SB 0206	Relating to Public Meetings Public Meetings; Requiring that members of the public be given a reasonable opportunity to be heard before a board or commission takes official action on an item of significant interest to the public under certain circumstances; providing exceptions; requiring that a board or commission adopt rules, etc. EFFECTIVE DATE: July 1, 2012 09/14/11 SENATE Filed 09/21/11 SENATE Referred to Rules Subcommittee on Ethics and Elections; Rules; Governmental Oversight and Accountability	Negron	09/21/11
SB 0216	Relating to Moratorium on Permits/Consumptive Use of Water for Commercial Profit Moratorium on Permits/Consumptive Use of Water for Commercial Profit; Prohibiting until July 1, 2022, the governing board of a water management district or the Department of Environmental Protection from approving an application for a required permit if the applicant intends to resell the water for a commercial profit, etc. EFFECTIVE DATE: July 1, 2012 09/14/11 SENATE Filed 09/21/11 SENATE Referred to Environmental Preservation and Conservation; Commerce and Tourism; Budget	Lynn	09/21/11
HB 0231	Relating to Intergovernmental Cooperation Intergovernmental Cooperation: Authorizes certain parties to interlocal agreement to conduct public meetings & workshops by means of communications media technology; provides notice requirements; provides definition. Effective Date: July 1, 2012 09/28/11 HOUSE Filed	Horner	09/28/11
SB 0246	Relating to Procurement of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services Procurement of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services; Revising the definition of "continuing contract" and defining "best value selection"; clarifying provisions with respect to selection of firms by an agency under the competitive selection process; providing that an agency has the right to reject any or all submissions received in response to a	Bennett	09/21/11

public announcement under the competitive selection process; authorizing an agency to award contracts to multiple firms under the competitive negotiation process; providing for a best value selection process; requiring agencies to adopt rules governing the use of the process; providing minimum requirements with respect to best value selection procedures, etc. EFFECTIVE DATE: July 1, 2012
 09/14/11 SENATE Filed
 09/21/11 SENATE Referred to Regulated Industries; Governmental Oversight and Accountability; Budget

SB 0292	Relating to Effective Public Notices by Governmental Entities	Bennett	09/20/11
	Effective Public Notices by Governmental Entities; Authorizing a local government to use its publicly accessible website for legally required advertisements and public notices; providing requirements for advertisements and public notices published on a publicly accessible website; providing that advertisements directed by law or order or decree of court to be made in a county in which no newspaper is published may be made by publication on a publicly accessible website; providing for advertisement on a publicly accessible website of a taxing authority's intent to adopt a millage rate and budget; prescribing procedures for fulfilling public disclosure system requirements with respect to the duty of a municipality to disclose costs for solid waste management, etc. EFFECTIVE DATE: October 1, 2012 09/20/11 SENATE Filed		
SB 0374	Relating to Public Records	Detert	09/29/11
	Public Records; Exempting from public record requirements all identifying information of a donor or prospective donor to the direct-support organization of the Florida Historic Capitol and the Legislative Research Center and Museum; providing for future repeal and legislative review of the exemption under the Open Government Sunset Review Act; providing a statement of public necessity, etc. EFFECTIVE DATE: July 1, 2012 09/29/11 SENATE Filed		
HB 4001	Relating to Florida Climate Protection Act	Plakon	09/15/11
	Florida Climate Protection Act: Repeals provisions for cap & trade regulatory program to reduce greenhouse gas emissions from electric utilities. Effective Date: July 1, 2012 06/15/11 HOUSE Filed 09/15/11 HOUSE Referred to Agriculture & Natural Resources Subcommittee; State Affairs Committee 09/15/11 HOUSE Now in Agriculture & Natural Resources Subcommittee		
HB 4003 (I: 0188)	Relating to Growth Policy	Diaz	09/15/11
	Growth Policy: Terminates Urban Infill & Redevelopment Assistance Grant Program. Effective Date: July 1, 2012 07/11/11 HOUSE Filed 09/15/11 HOUSE Referred to Community & Military Affairs Subcommittee; Economic Affairs Committee 09/15/11 HOUSE Now in Community & Military Affairs Subcommittee		
HB 4009	Relating to Repealing Budget Provisions	Brodeur	09/15/11
	Repealing Budget Provisions: Deletes certain budget summary requirements. Effective Date: July 1, 2012 08/03/11 HOUSE Filed 09/15/11 HOUSE Referred to Appropriations Committee 09/15/11 HOUSE Now in Appropriations Committee		

