



# WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

## **Board Meeting Package**

November 28, 2012  
4:30 p.m.

### **Meeting Location:**

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

**MEMORANDUM**

To: Water Supply Authority Board of Directors and Interested Parties

From: Richard S. Owen, Executive Director

Date: November 15, 2012

Subject: Monthly Meeting of the Withlacoochee Regional Water Supply Authority

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The next meeting of the Withlacoochee Regional Water Supply Authority will be on **Wednesday, November 28, 2012, 4:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

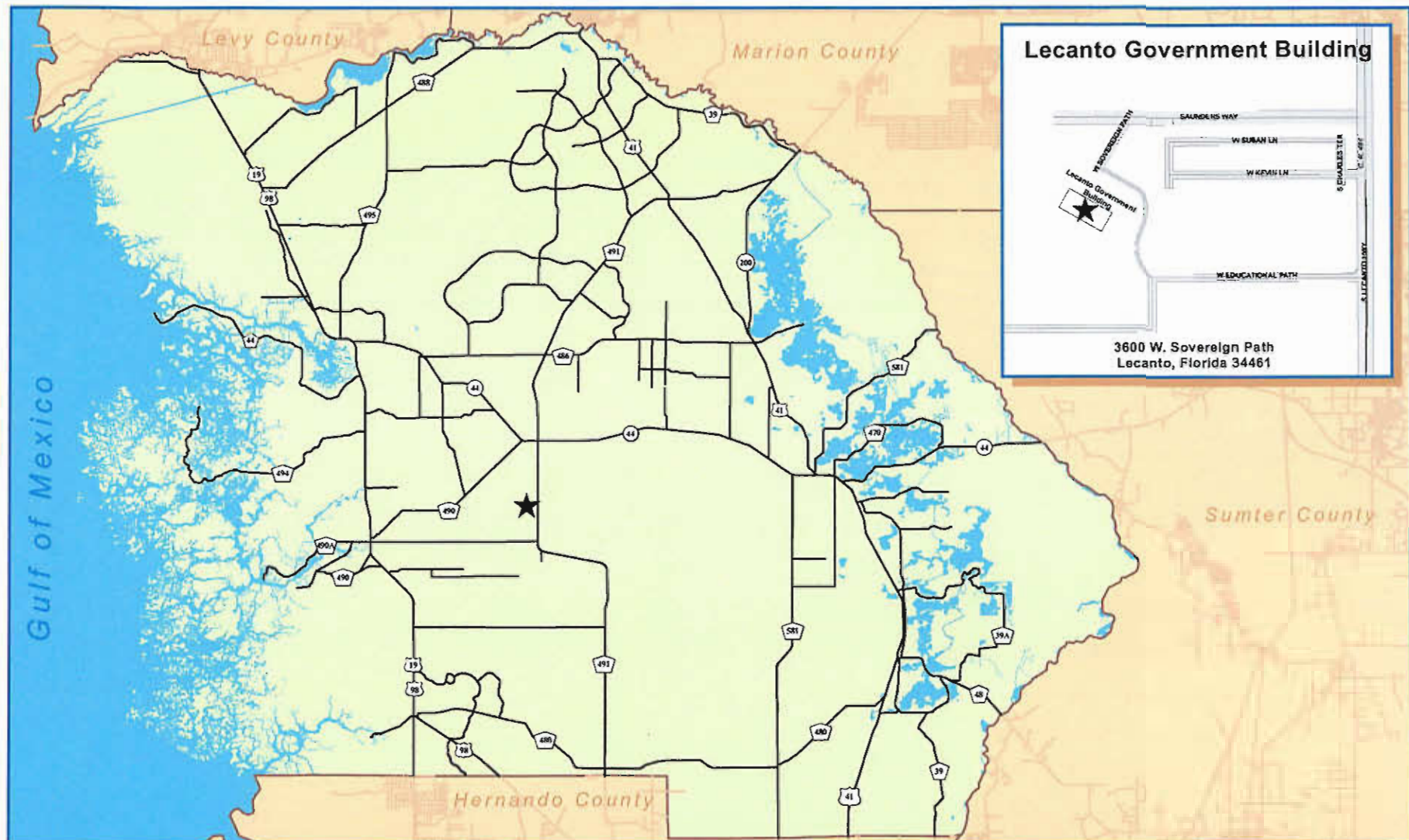
Enclosed for your review are the following items:

- Agenda
- Minutes of the October 17, 2012 meeting
- Board Package\*

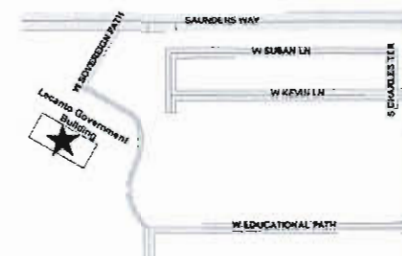
\* Copies of the Board Package are available through the Internet. Log on to [www.wrwsa.org](http://www.wrwsa.org). On the Authority's Home Page go to the left side of the page and click on "Meetings." On the slide out menu is a button for the current Board Package. Click on the Board Package to download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

Please note that if a 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



## Lecanto Government Building



3600 W. Sovereign Path  
Lecanto, Florida 34461

3 1.5 0 3 6 Miles



## Lecanto Government Building Locator Map

## Office of Geographic Information Systems

Prepared By : R.W. Voak

Date: January 4, 2012

Source: Enterprise Geodatabase

Map Number: BV000029

This information is to be used for general purposes only. The Citrus County Office of G.I.S. makes every effort to provide products that are accurate and complete as of the date of production. However, no warranty is made for the accuracy or completeness of the data. Citrus County is not responsible for any errors or omissions in this information. Citrus County is not responsible for any damages or losses resulting from the use of this information. Citrus County is not responsible for any damages or losses resulting from the use of this information. Citrus County is not responsible for any damages or losses resulting from the use of this information.



## **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 1<sup>st</sup> 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.



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

**3600 W. SOVEREIGN PATH, ROOM 166  
LECANTO, FLORIDA 34461  
November 28, 2012 @ 4:30 p.m.**

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

- |             |            |  |
|-------------|------------|--|
| <b>Item</b> | <b>#1</b>  | <b>Call to Order</b>   |
| <b>Item</b> | <b>#2</b>  | <b>Roll Call</b>   |
| <b>Item</b> | <b>#3</b>  | <b>Introductions and Announcements</b>   |
| <b>Item</b> | <b>#4</b>  | <b>Approval of Minutes of October 17, 2012</b>   |
| <b>Item</b> | <b>#5</b>  | <b>General Professional Engineering/Technical Services. . . Richard Owen, WRWSA</b>  |
| <b>Item</b> | <b>#6</b>  | <b>Issuance of First Work Order Under the General Professional Engineering/Technical Services Agreement . . . Richard Owen, WRWSA</b>  |
| <b>Item</b> | <b>#7</b>  | <b>Regional Water Supply Plan Update . . . Richard Owen, WRWSA</b>   |
| <b>Item</b> | <b>#8</b>  | <b>Northern District Model Expansion . . . Richard Owen, WRWSA</b>   |
| <b>Item</b> | <b>#9</b>  | <b>Executive Director's Report . . . Richard Owen, WRWSA</b> <ul style="list-style-type: none"><li><b>a. Bills to be Paid</b></li><li><b>b. Correspondence</b></li><li><b>c. News Articles</b></li><li><b>d. Other</b></li></ul> |
| <b>Item</b> | <b>#10</b> | <b>Legislative Update . . . Diane Salz, Governmental Affairs Consultant</b>  |
| <b>Item</b> | <b>#11</b> | <b>Attorney's Report . . . Larry Haag, WRWSA Attorney</b> <ul style="list-style-type: none"><li><b>a. Compliance Economic Review of Rules and Required Report, Sec. 120.745(5), F.S.</b></li></ul>                               |
| <b>Item</b> | <b>#12</b> | <b>Other Business</b>  |
| <b>Item</b> | <b>#13</b> | <b>Public Comment</b>  |
| <b>Item</b> | <b>#14</b> | <b>Next Meeting Time and Location . . . January 16, 2013, 4:30 p.m., Lecanto Government Building, Room 166, 3600 W. Sovereign Path, Lecanto, Florida 34461</b>   |
| <b>Item</b> | <b>#15</b> | <b>Adjournment</b>   |

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 4. Minutes**  
**October 17, 2012**

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING MINUTES  
OCTOBER 17, 2012**

**TIME:** 4:30 p.m.  
**PLACE:** Lecanto Government Building  
3600 W. Sovereign Path, Room 166  
Lecanto, Florida 34461

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

**1. Call to Order**

Chairman Dennis Damato called the Withlacoochee Regional Water Supply Authority (WRWSA) meeting to order at 4:35 p.m. and asked for a roll call.

**2. Roll Call**

Mr. Richard Owen, Executive Director, called the roll and a quorum was declared present.

**MEMBERS PRESENT**

Dennis Damato, Chairman, Citrus County Commissioner  
Jim Adkins, Hernando County Commissioner  
Rebecca Bays, Citrus County Commissioner  
Gary Ernst, Belleview City Councilor  
Joseph Johnston, Brooksville City Mayor  
Maureen McNiff, Crystal River City Councilor  
Winn Webb, Citrus County Commissioner

**MEMBERS ABSENT**

John Druzbeck, Treasurer, Hernando County Commissioner  
Wayne Dukes, Hernando County Commissioner  
Richard Hoffman, Sumter County Commissioner  
Randy Mask, Sumter County Commissioner  
Stan McClain, Marion County Commissioner  
David Russell, Hernando County Commissioner  
Charlie Stone, Marion County Commissioner  
Dale Swain, Bushnell City Councilor  
Carl Zalak, Marion County Commissioner

**3. Introductions and Announcements**

Members of the audience introduced themselves. There were no announcements.

**STAFF PRESENT**

Richard Owen, WRWSA Executive Director  
Larry Haag, WRWSA Attorney  
Diane Salz, Legislative Consultant  
Nancy Smith, WRWSA Administrative Assistant

**OTHERS PRESENT**

Kim Dinkins, Marion County  
John Ferguson, SWFWMD  
Al Grubman, TOO FAR



David Hornsby, SJRWMD  
Debra Burden, Citrus County Water Resources  
Mike Czerwinski, MGC Environmental

**4. Approval of Minutes of September 19, 2012 Meeting**

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

Following consideration, a motion was made by Mr. Johnston to approve the minutes for the September 19, 2012 meeting. The motion was seconded by Ms. McNiff and carried unanimously.

**5. City of Ocala's Withdrawal from Authority—Potential Rule Revisions, Budget Revisions and Board Changes . . . Richard Owen, WRWSA**

Mr. Owen stated that there are at least three topics to be discussed as a result of the City of Ocala's withdrawal from the Authority. The first topic is possible revisions to the Authority's rules. After discussion, there was general agreement that staff should bring back to the Board options for a Statement of Agency Organization and Operation in lieu of having rules. This will come back to the Board in the January – February 2013 time frame.

The second topic is the need to amend the Authority's budget. Mr. Owen advised the Board that he had spoken to Jeff Halcomb, City of Ocala Utilities Director, regarding the City's decision to withdraw from WRWSA membership. According to Mr. Halcomb, no formal action was taken by the City Council. The Marion County Commission did adjust its final budget to include a per capita contribution for the entire county population, including the City of Ocala. This increases Marion County's per capita assessment by \$10,744 for a new total of \$63,031.56. The staff recommended the Board amend the Authority's budget to reflect this change in revenue.

The final implication from the City's withdrawal is Board composition. Without Ocala's membership, Marion County could have five representatives on the Board. The Board discussed representation of the members on the WRWSA Board and concurred that Mr. Owen should prepare options with recommendations on member representation to be included with the Statement of Agency Organization and Operation to be presented in January or February 2013.

Following consideration, a motion was made by Mr. Johnston to amend the WRWSA budget to show the funds coming from Marion County rather than the City of Ocala and to request staff to forward a letter to the City of Ocala, requesting formal action from the City Council ratifying their withdrawal from the WRWSA. The motion was seconded by Mr. Webb and carried unanimously.

**6. Marion County/SJRWMD/SWFWMD Joint Funding of Groundwater Model Expansion—WRWSA Participation . . . Richard Owen, WRWSA**

Mr. Owen summarized a groundwater modeling project scheduled to begin later this year in Marion County. Marion County is split between the St. Johns River (SJRWMD) and the Southwest Florida (SWFWMD) Water Management Districts. Each district relies on groundwater modeling to determine the availability of groundwater for a variety of purposes such as water supply planning and permit issuance; however, these models have significant differences that can result in conflicts within Marion County. The Districts and the County have recently agreed to expand the SWFWMD's Northern District groundwater model for use over the entire county, regardless of the District jurisdiction. The project to expand the model is estimated to cost \$150,000, to be split equally among the three parties.



Mr. Owen recommended that the WRWSA participate in the project. This will allow the Authority to participate in the development of one of the most important tools for evaluating the availability of groundwater in the region. The cost would then be split four ways, with the Authority contributing \$37,500. This money could be moved from the Water Supply Development Reserves to a new project entitled 'Northern District Model Extension.'

Following consideration, a motion was made by Ms. McNiff to authorize the transfer of funds from the Water Supply Development Reserves in the amount of \$37,500 for a new project, Northern District Model Extension, and to authorize the Executive Director to enter into a purchase order, or similar instrument, not to exceed \$37,500. The motion was seconded by Mr. Ernst and carried unanimously.

**7. Consumptive Use Permitting Application Noticing Criteria . . . Richard Owen, WRWSA**

Mr. Owen reviewed the processes used by SWFWMD and SJRWMD to request and receive information on applications for certain water use permits. He suggested that the WRWSA ask for notice for any use type, specifying an area around the Charles A. Black wellfield facility to capture permits and changes to permits. The Board discussed other potential areas of impact, including requests that might impact projects in the Regional Water Supply Plan, areas around a wellfield on Cardinal Street in Citrus County, Rainbow Springs, Crystal River and the Silver River, among others.

Mr. Owen stated that he had concerns about the total amount of permits that might be involved and what action would be taken. It might be more practical to use a monitoring approach and to forward permit requests to the affected local governments. He will continue refining the criteria based on the discussion and update the Board in November.

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

**8. Letter of Engagement for Jackson E. Sullivan for As-Needed Management Assistance . . . Richard Owen, WRWSA**

Included in the Board's packet is a Letter of Engagement with Jackson E. Sullivan for a maximum amount of \$5,000. If approved, Mr. Owen would have access to assistance from the previous Executive Director on an as-needed basis. He will keep the Board apprised of the use of this budgeted item, which may include assistance with the Charles A. Black wellfield engineering analysis, the rate study being undertaken by Purvis Gray and Company and other ongoing projects.

Following consideration, a motion was made by Mr. Johnston to approve the Letter of Engagement with Jackson E. Sullivan with a modification that the \$50 per hour fee will be based on billings of a tenth of an hour. The motion was seconded by Mr. Webb and carried unanimously.

**9. Executive Director's Report ... Richard Owen, WRWSA**

**a. Bills to be Paid**

Mr. Owen provided a handout to the WRWSA detailing the bills for October 2012 and requested the WRWSA approve payment of these bills in the amount of \$65,100.69.

Following consideration, a motion was made by Ms. Bays to approve payment of the October 2012 bills totaling \$65,100.69. The motion was seconded by Ms. McNiff and carried unanimously.

**b. 2013 Calendar of Authority Board Meetings**

Mr. Owen presented a proposed calendar of meetings through 2013. The Board discussed finalizing the schedule after new board members are appointed to the WRWSA.

Following consideration, a motion was made by Mr. Johnston to approve meeting at the Lecanto Government Building on January 16, 2013 at 4:30 p.m. with a survey of the membership to be completed regarding potential future meeting locations and times. The motion was seconded by Ms. Bays and carried unanimously.

**c. Correspondence**

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

**d. News Articles**

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

**e. Other**

Mr. Owen presented updates to the Board on the following issues:

- ***Adena Springs Ranch Water Use Permit:*** The applicant is expected to modify their request for total water demand, but have not formally done so to date. The deadline for the applicant to respond to the District's request for additional information is November 24, 2012.
- ***SWFWMD MFLs for the Homosassa and Chassahowitzha Rivers:*** The SWFWMD Governing Board is expected to take action on the MFLs at their October 30, 2012 meeting. Mr. Owen plans to attend that meeting. He expects that a number of citizens and organizations will request that the Governing Board act to restrict the MFLs for these rivers to "no new impacts." If so, Mr. Owen will request that the Governing Board postpone making a decision that is not based on the Staff's recommendation in order to gather data regarding the cost of such a decision. The more restrictive MFLs will have a negative impact on the ability of the WRWSA and local governments to develop wellfields, including within central Citrus County.
- ***Wellfields in Wildwood, Florida.*** The City of Wildwood has two wells in the Lower Aquifer. The City has approached the WRWSA on whether the WRWSA has a possible use of these wells. Mr. Owen will continue to coordinate with Wildwood and will come back to the WRWSA Board if any action needs to be taken.

**10. Legislative Update ... Diane Salz, Legislative Consultant**

Ms. Salz provided an update of legislative activities. Both the SWFWMD and SJRWMD have adopted budgets for the 2013 fiscal year. The Florida League of Cities and the Florida Association of Counties are in the process of adopting their legislative priorities.

**11. Attorney's Report ... Larry Haag, WRWSA Attorney**

There was no business to come before the WRWSA.

**12. Other Business**

Mr. Owen advised the Board that nine Engineering firms responded to the WRWSA Request for Qualifications for As-Needed Engineering and Technical Services. He will bring a list of recommended firms to the Board meeting on November 28, 2012.

**13. Public Comment**

Mr. Grubman, TOO FAR, spoke on the subject of MFLs. He stated that water conservation is a major factor in keeping water supplies available for additional population.

**14. Next Meeting Time and Location**

Next meeting is scheduled for November 28, 2012, 4:30 p.m., at the Lecanto Government Building, Room 166, 3600 W. Sovereign Path, Lecanto, Florida 34461.

**15. Adjournment**

Chairman Damato announced there was no further business or discussion to come before the WRWSA and adjourned the meeting at 6:02 p.m.

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Dennis Damato, Chairman

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Richard S. Owen, Executive Director

**Item 5. General  
Engineering/Technical  
Services**

**Item 5. General Professional Engineering/Technical Services . . . Richard S. Owen, WRWSA**

Statement of Qualifications (SOQ's) were requested by the Authority for General Professional Engineering/Technical Services. Ten (10) SOQ's were received. One SOQ was received after the October 5, 2012 deadline and cannot be considered. Of the nine timely SOQ's, one was disqualified for not meeting the specified page limitations. The eight firms that met the qualifications are listed below in alphabetical order.

<b>Firms (listed alphabetically)</b>	<b>Location</b>
Atkins	Tampa/Lecanto/Bartow/Orlando
C&D Engineering	Tampa/St. Petersburg
Cardno	Clearwater/Brooksville/Riverview
HDR Engineering	Tampa/Sarasota
Hoyle, Tanner & Associates	Hernando/Oviedo
Jones Edmunds	Gainesville/Tampa
Progressive Water Resources	Sarasota/Spring Hill
Water Resource Associates	Tampa

The Agreement for these services is included as an exhibit to this item. There are several changes to the Agreement from the version provided as a part of the Request for Qualifications. These are double underlined in the exhibit and include the following:

Page 7, Section 6. Compensation, paragraph C, change payment to within 60 days (previously 30).

Page 9, Section 8. Documents and Data, paragraphs B, E and F, references should be to "Section 3, Paragraph E", not "D".

Page 15, Section 14. Insurance, paragraphs B2, 3 and 4, change \$2,000,000 to \$1,000,000.

**Staff Recommendation:** Staff recommends the Authority Board of Directors approve the recommended list of firms for award of contracts for 'General Professional Engineering/Technical Services' and authorize the Executive Director to enter into contracts with each of the listed firms.

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

The Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 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-need 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 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 facility 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; 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” (a.k.a 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 a Notice to Proceed 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 10<sup>th</sup> day of the month for work completed the previous month. Payment shall be made within sixty (60) 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 sixty (60) 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 October 5, 2012 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. The Authority and Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) except as provided for in the following paragraphs.
- 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. 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 10. 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 11. 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 12. 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 13. 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 14. 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. DISPUTE RESOLUTION**

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

**SECTION 25. 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.

**SECTION 26. 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: Richard S. Owen, 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 27. 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: \_\_\_\_\_

\_\_\_\_\_  
Richard S. Owen, AICP                      Date  
Executive Director

WITNESSES:

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

PREPARED BY:

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Larry Haag  
General Counsel for  
Withlacoochee Regional Water Supply Authority

**Item 6. First  
Work Order for General  
Engineering/Technical Services**

**Item 6. Issuance of First Work Order Under the General Professional Engineering/Technical Services Agreement . . . Richard Owen, WRWSA**

Contingent upon the Board's action on Agenda Item 5, staff recommends issuance of the first Work Order for As-Needed General Engineering/Technical Services. The purpose of this Work Order is to provide engineering and technical general support services to the Authority Board and Executive Director on an as-needed Basis. A copy of the proposed Work Order is included as an Exhibit to this item.

**Staff Recommendation:** Staff recommends the Board authorize the Executive Director to issue this Work Order to Water Resource Associates in an amount not to exceed \$25,000 and for a period through September 30, 2013.

## **GENERAL ENGINEERING/TECHNICAL SERVICES**

### **WORK ORDER No. 12-01**

#### **General Support Services**

### **INTRODUCTION AND BACKGROUND**

This Work Order No. 12-01 "General Support Services" is approved this \_\_ day of \_\_\_\_\_ 2012 and is incorporated by reference into the Agreement for General Professional Engineering/Technical Services entered into on \_\_\_\_\_, 2012 between the Withlacoochee Regional Water Supply Authority (Authority or WRWSA) and Water Resource Associates, Inc. (Consultant), for General Professional Engineering/Technical Services.

### **SCOPE OF WORK**

The Consultant will assist the Authority Board and Executive Director with the policy, programmatic and technical aspects of the Authority, including the WRWSA Master Water Supply Planning and Implementation Program. This program requires the expertise of a water supply engineering firm to provide the range of disciplines for its successful implementation.

The Consultant responsibilities will include but not be limited to:

1. Assisting the Authority Executive Director with water-related policy, technical and programmatic issues;
2. Providing technical assistance regarding the regional water supply planning and implementation process;
3. Assisting in responding to inquiries and investigations from member governments, the water management districts, the Florida Department of Environmental Protection and other interested parties;
4. Attendance at various board, water management district, county and city meetings;
5. Participation and coordination with Authority member governments;
6. Coordination with the SWFWMD and SJRWMD;
7. Presentations regarding the program to various boards, commissions, councils and other organizations;
8. Development of position papers and providing assistance developing Authority Board meeting material; and
9. Other related activities requested and approved by the Executive Director.

### **COMPENSATION**

The Consultant shall receive compensation and reimbursement for travel and other expenses not to exceed the sum of \$25,000, consistent with the rate schedule attached as Exhibit A to the Agreement.

### **SCHEDULE**

The schedule for Consultant services will commence upon execution of this Work Order by the Authority and will continue through September 30, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the day and year first written above.

WITHLACOOCHEE REGIONAL WATER SUPPLY  
AUTHORITY

\_\_\_\_\_  
Richard S. Owen                      Date  
Executive Director

WATER RESOURCE ASSOCIATES, INC.

\_\_\_\_\_  
Title:                                      Date

APPROVED BY:

\_\_\_\_\_  
Larry Haag  
General Counsel for  
Withlacoochee Regional Water Supply Authority

**Item 7. Regional  
Water Supply Plan  
Update**

## **Item 7. Regional Water Supply Plan Update . . . Richard Owen, WRWSA**

The Withlacoochee Regional Water Supply Authority (WRWSA or Authority) issued a request for “*Statement of Qualifications*” (SOQ) from consultants for the purpose of updating the Authority’s Regional Water Supply Plan on Friday, November 9, 2012. The deadline for consultants to submit a SOQ is December 7, 2012. A short list of the top ranked submittals will be presented to the Board at its January 16, 2013 meeting. This may include presentations by the top ranked firms. The project schedule calls for completion of the project in December 2013. The project will include establishment of a Technical Review Committee comprised of the WRWSA member governments, the Southwest Florida Water Management District (SWFWMD) and the St Johns River Water Management District.

The Regional Water Supply Plan (RWSP) is a 20-year assessment of projected water demands and potential sources of water available to meet these demands. The WRWSA and the SWFWMD have identified a need to update their RWSPs to incorporate projected public supply water demands through the year 2035, and identify viable water supply strategies based on available resources, predicted growth patterns, and current regulations facing water suppliers. Through this project the WRWSA will update and publish the Authority’s RWSP Update in 2013, which will assist the District in developing the northern planning volume of the District 2015 RWSP. The Authority and District are currently in the process of entering into an Inter-local Agreement to co-fund this project. It is anticipated the Cooperative Funding Agreement with the SWFWMD will also be presented at the Authority’s January Board meeting.

The WRWSA RWSP Update will identify and quantify the public water supply demands and the water resources available to meet the demands. The objective is to assist public utilities within the WRWSA region by developing implementable water supply options and strategies to meet future demands. The timing and feasibility of supply options may vary among the utilities based on their location, level of need, conservation and reuse potential, economic constraints, or the availability of traditional and alternative water supplies. A comprehensive analysis of options will be completed including permissibility and environmental concerns according to location and potential yield; consideration of utilizing new sources; water quality and treatment requirements; and economic considerations for transmission, pumping, operation and maintenance costs.

The goal of this project is to provide updated information on the following:

- A. Current population and water demand estimates for utilities in the WRWSA region based on District demographic and water use data, WRWSA member planning, and other current studies.
- B. Immediate and near-term projects and strategies which prolong the availability of existing water supplies of utilities, and the timeframe for developing additional sources after maximizing potential water use offsets.
- C. The availability of traditional water resources to meet the projected demands of member utilities.
- D. Identification of new public water supply sources and infrastructure as needed to meet the future potable and non-potable water needs of the public utility systems within the WRWSA region.
- E. Proposed terms of governance, funding sources and mechanisms, cost-sharing and participant structure for projects that involve multiple entities.



The plan will include project definitions, specific actions, facility production quantities, project costs and unit water costs.

**Staff Recommendation:** This is an information only item and no Board action is necessary.

**Item 8. Northern  
District Groundwater Model**

**Item 8. Northern District Groundwater Model Expansion . . . Richard Owen, WRWSA**

At the October 17, 2012 meeting, the Board authorized staff to enter into an appropriate instrument for Authority participation in jointly funding expansion of the Southwest Florida Water Management District's Northern District Groundwater model so as to encompass all of Marion County. The Authority staff issued a purchase order on November 2, 2012 to the St Johns River Water Management District (SJRWMD) to facilitate the Authority's participation and joint funding of the project. The SJRWMD is taking the lead on this project since the model expansion is entirely within the SJRWMD jurisdiction and most of the data necessary for the project will be obtained from the SJRWMD. A copy of the project scope of work is included as an exhibit to this item. The project has two phases, with the Authority's funding contributing only to Phase one, which involves expansion of the model to encompass Marion County. Phase two involves further expansion of the model and is currently being proposed exclusively by the SJRWMD. The SJRWMD is currently in the process of retaining a qualified consultant to undertake the project. It is anticipated phase one of the project will be completed by September 30, 2013.

**Staff Recommendation:** This is an information only item and no Board action is necessary.

## **ATTACHMENT 1 – STATEMENT OF WORK**

### **North Central Florida Ground Water Model Development**

#### **I. INTRODUCTION/BACKGROUND**

Marion County is divided along Interstate 75 between the Southwest Florida Water Management District (SWFWMD) and St Johns River Water Management District (SJRWMD). Regional groundwater models that cover portions of Marion County include the Northern District model (SWFWMD), the North Central Florida model (SJRWMD), and the Lake County/Ocala National Forest model developed by the United States Geological Survey (USGS). Currently, a regional model covering the entire extent of Marion County does not exist. Both Marion County and the Withlacoochee Regional Water Supply Authority have expressed interest in the objective of a single regional model to investigate and characterize the water resources in Marion County and surrounding areas. Since the SWFWMD Northern District model already includes about three-quarters of Marion County, both Districts agreed to extend the active domain of this model to fully cover Marion County and include the entire springshed of Silver Springs. Upon completion of this work, both Districts also agreed to utilize the Northern District model for water resource investigations within Marion County.

The initial version of the Northern District Model was developed by HydroGeoLogic, Inc. in 2008 under a contract with the SWFWMD. The latest model (i.e., version 3.0), which includes a transient calibration for the period of 1996-2006, was completed in late 2011 (Hydrogeologic, 2011). The model domain includes most of the northern area of SWFWMD, and it extends east into portions of Lake and Marion Counties in SJRWMD (Figure 1). However, the active model domain does not fully include the springshed of Silver Spring. SJRWMD, SWFWMD, and Marion County have all expressed interest in additional study of the area surrounding Silver Spring and associated contributing areas.

#### **II. OBJECTIVES**

The objectives of this contract are twofold. The immediate, short-term objective is to expand the active domain of the existing Northern District Model as illustrated (Figure 1) to provide enhanced model simulation capabilities for the area of Marion County and the Silver and Rainbow Spring basins. The second and more long-term objective is to develop a new model for the north-central Florida area that effectively integrates applicable design considerations from existing models and provides an up-to-date tool for the evaluation of the impacts of pumping associated with consumptive use permits and the assessment of applied research issues regarding this ground water system. These objectives will be achieved by the execution of Phases 1 and 2 of the contractual work described herein.

#### **III. SCOPE OF WORK**

Consultant shall develop 1) an expanded version of the Northern District model and 2) a regional model of the north-central Florida area. The model expansion developed for Phase 1 of the project will be seamlessly integrated into the existing model, accounting for all relevant boundary conditions, hydrostratigraphic sequences, and conceptual guidelines that are included in the existing Northern District Model. The regional model developed under Phase 2 will integrate findings and conceptual approaches from existing models and fulfill design objectives determined by in consultation with contract cooperators (i.e., SJRWMD, SWFWMD, Marion County, and the Withlacoochee Regional Water Supply Authority) during Phase 1.

#### **IV. TASK IDENTIFICATION**

##### **Phase 1. NORTHERN DISTRICT MODEL EXPANSION**

The model expansion phase will account for all relevant boundary conditions, hydrostratigraphic sequences, and conceptual guidelines that are included in the existing Northern District Model.

##### **Task 1. Model Extension and Steady-State Calibration**

The current NDM will be extended to include additional areas north of the existing active model area shown in Figure 1. Necessary data for the extended areas, as summarized in Table 1, will be supplied by SWFWMD and SJRWMD. Handling data outliers/anomalies and all modifications to the expanded model will be addressed in cooperation with SWFWMD and SJRWMD.

The existing model will be extended using available hydrogeologic and hydrostratigraphic information and the existing grid spacing. Drains (springs), surface water bodies (lakes, rivers, streams), and pumping wells in the extended areas will be incorporated into the new model. Preliminary recharge estimate based on local water budgets will be incorporated into the model. The extended model will be calibrated in the steady-state mode using the data from 1995 focusing on the extended areas. Calibration targets for the steady-state calibration will include observed groundwater levels, observed spring flow, and estimated river baseflow. Calibration statistics will be computed. After completion of this work, the consultant will provide all pertinent model files to the Districts.

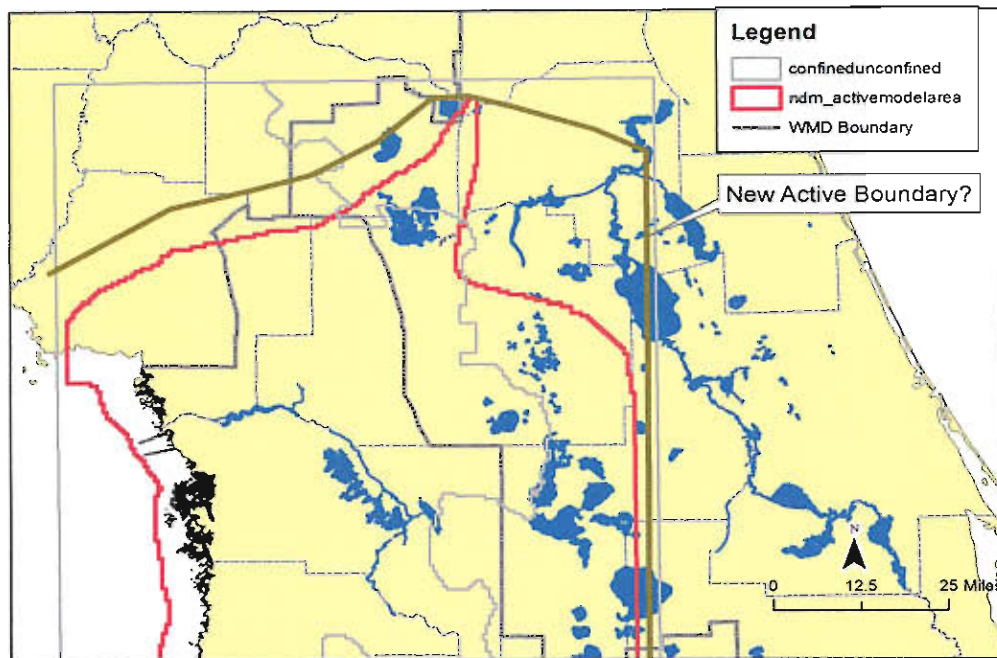


Figure 1. Proposed active areas for inclusion in the expanded Northern District Model

Series/Stage		Formation	Aquifers			Model Layer
			East-central Florida	West- central Florida	Southwest Florida	
Pleistocene to Pliocene		Undifferentiated	Surficial Aquifer			1
Miocene		Hawthorn	Upper Confining Unit			2
		Tampa Limestone (where permeable)	Upper Floridan			3
Oligocene		Suwannee Limestone				
Eocene	Upper	Ocala Limestone				4
	Middle	Avon Park Formation	Middle semiconfining unit	Middle confining unit		5
						6
	Lower	Oldsmar Formation	Lower Floridan			
Paleocene		Cedar Keys Formation	Lower Confining Unit			

Figure 2. Northern District Model hydrostratigraphic interpretation (HGL, 2011)

Table 1. Proposed data needs for Phase 1.

Model Component	Data	Time Period
Model Layering	Hydrostratigraphic elevations of the seven model layers shown in Figure 2*.	N/A
	Hydrogeologic properties (hydraulic conductivity, specific yield, and storage coefficient of the seven layers in Figure 2*.	N/A
Recharge	Monthly precipitation	1995-2006
	Monthly evapotranspiration (ET)	1995-2006
	Landuse	1995-2006
Springs	Locations	N/A
	Depths, conductance values, and pool elevations	N/A
	Monthly discharge rates	1995-2006
Lakes	Geometries and locations	N/A
	Conductance values	N/A
	Monthly stages	1995-2006
	Water budget information	1995-2006
Streams/ Rivers	Geometries and locations (including hydraulic structures)	N/A
	Conductance values	N/A
	Stages	1995-2006
	Monthly baseflow estimates	1995-2006
Pumping Wells	Locations	1995-2006
	Well construction details	N/A
	Monthly pumping rates	1995-2006
Groundwater elevations	Locations	1995-2006
	Well construction details	N/A
	Monthly average observed heads	1995-2006

## Task 2. Transient Calibration

The existing transient model will be calibrated, focusing on the extended areas, using the data from 1996 to 2006. For the new areas, consultant will incorporate median monthly river and major lake stage observations, extraction wells, recharge, and drains (springs) into the transient model. The river stages will be interpolated between USGS gaging stations based on observed monthly median stages. Lake stages and spring pool elevations will be based on observed monthly data where data exist. Calibration targets for the transient calibration will include observed groundwater levels, observed spring flow, and estimated river baseflow. Calibration statistics will be computed. After completion of this work, the consultant will provide the revised model files to the Districts.

## Task 3. Scenario Runs and Sensitivity Analysis

A series of scenario simulations will be performed based upon requests provided by the project cooperators. Results of these simulations will be documented with formats and content approved by the project cooperators. Up to 12 model scenarios will be completed by the consultant.

The consultant will perform a series of sensitivity analysis runs. These sensitivity runs should be identical to those implemented for the existing Northern District Model. The final sensitivity analysis plan will be formulated with concurrence from the project cooperators.

#### **Task 4. Report Preparation**

A draft report will be prepared to document the work performed in Tasks 1 to 3 including: model calibration, scenario runs, and sensitivity analysis. A final report will be submitted 2 weeks after receipt of comments from the project cooperators. All reports will identify the project cooperators (SJRWMD, SWFWMD, Marion County and the WRWSA).

#### **Schedule:**

	<b>Milestone</b>	<b>Months after Authorization</b>
M1*	Steady-state model	1
M2	Transient model	3
M3	Scenario runs and sensitivity analysis	4
D4	Draft Report	5
D5	Final Report	6

Note: M = milestone, D = milestone with deliverables

#### **Phase 1 Deliverables:**

- Groundwater Vistas Files for the Steady State and Transient calibrated models (GWVs files for each cooperator)
- All data and other electronic project files created as part of the project (One set for each cooperator). All written deliverables shall be available in an electronic format consistent with the cooperator's standard software products, including Microsoft® Office Suite 2007 (WORD, EXCEL, ACCESS, and POWERPOINT) and ArcGIS.
- Up to 20 hard copies of the draft and final calibration reports (5 copies each cooperator)
- Adobe files on CD of the draft and final calibration report (One CD per cooperator)
- Four user licenses and MOD-HMS software (One provided to each cooperator)

#### **Meetings:**

The consultant shall budget and plan to attend two meetings at a north Florida location to be determined in consultation with project cooperators. The first meeting shall be a project kickoff meeting. The second meeting will be after completion of the model calibration and before the scenario runs. In addition, bi-weekly conference calls with internet access capability, if needed, shall occur during the model calibration portions of the project.



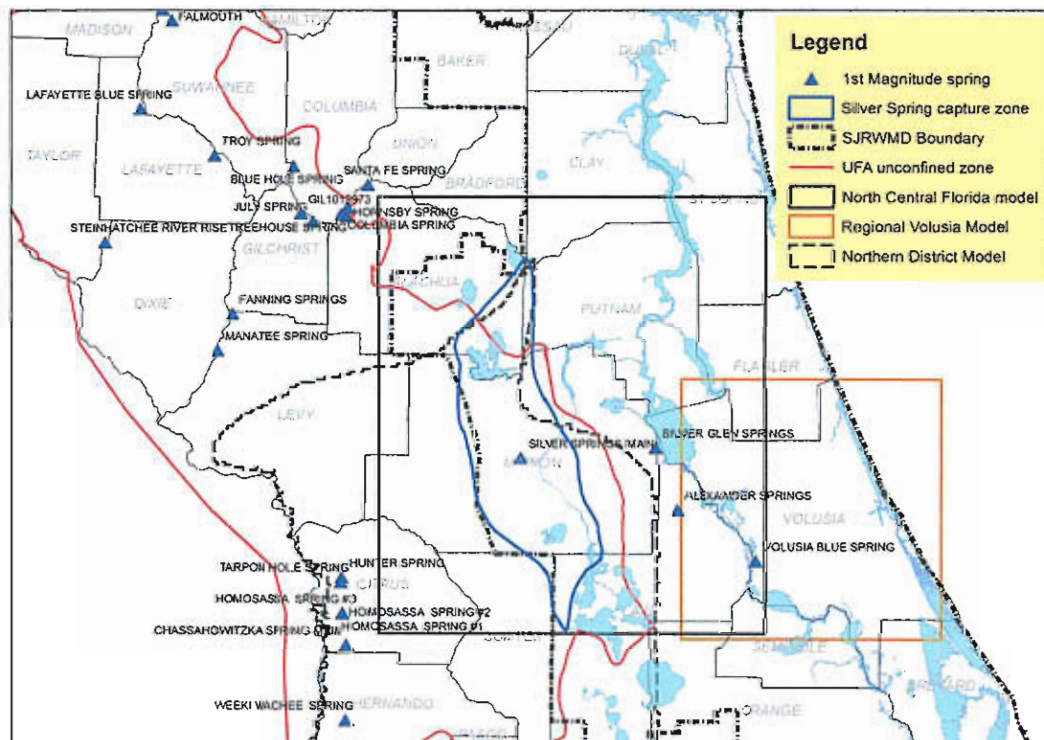
## Phase 2. INTEGRATED NORTH CENTRAL FLORIDA MODEL DEVELOPMENT

The primary objective of Phase 2 is to develop an integrated model for the north-central Florida area that effectively combines applicable design elements from existing models and provides an up-to-date tool for the evaluation of the impacts of pumping associated with consumptive use permits and the assessment of water supply issues regarding this ground water system.

### Task 1. Development of conceptual model design and area of interest

Contractor will work with project cooperators to determine the ideal area of interest and associated model domain. Contractor will also develop an initial model design that considers existing model approaches and the objectives of the current study. The model application will be an implementation of the USGS MODFLOW or similar public domain modeling code. All aspects of model design and development will be reviewed in conjunction with the project cooperators.

Figure 3. Potential study area for Integrated North Central Florida model



### Task 2. Develop model boundary conditions and initial aquifer parameter sets

An initial model will be developed that incorporates relevant boundary conditions and aquifer parameters from existing models. This initial model will follow the design objectives as outlined in Task 1 and as agreed upon by the project cooperators. Boundary conditions will include:

- rainfall and overland runoff
- evapotranspiration
- water use and drainage wells
- spring discharge
- rivers, streams, canals, and lakes
- freshwater / saltwater boundary
- model perimeter boundaries

Initial coverages will also be developed for aquifer and aquitard parameters, specifically hydraulic conductivity or transmissivity and leakance values for confining layers. These geographic distributions may initially be based upon existing model information and will be adjusted during model calibration.

### **Task 3. Steady-state calibration and sensitivity analysis**

The model will be calibrated to two or more steady-state conditions based upon consideration of observed groundwater levels, spring flow, and estimated river baseflow. Calibration will be based upon a combination of manual and automated methods. Calibration criteria will be reviewed with the project cooperators. At the completion of this work, the consultant will provide all pertinent model files to the Districts.

The consultant will perform a series of sensitivity analysis runs to provide a comprehensive assessment of critical aquifer parameters and boundary conditions with respective effects upon the simulated groundwater system.

### **Task 4. Predictive scenario simulations and uncertainty analysis**

A set of scenarios will be provided to the consultant by the project cooperators, based upon effective execution of the project objectives. Consultant will complete these scenario simulations and submit results in format agreed upon with project cooperators.

Consultant will also prepare a predictive uncertainty analysis. Design specifications will be determined in communication with project coordinators and will be consistent with methods used for model calibration and predictive scenarios.

### **Task 5. Report write-up and finalization**

A draft report will be prepared to document the work performed in Tasks 1 through 4 above. A final report will be submitted within 4 weeks after receipt of comments from the project cooperators.

**Schedule:**

	<b>Milestone</b>	<b>Months after Authorization</b>
M1*	Conceptual Design	3
M2	Boundary conditions / initial aquifer parameters	6
M3	Steady State Calibration	12
M4	Scenario runs and sensitivity analysis	15
D5	Draft Report	16
D6	Final Report	18

Note: M = milestone, D = milestone with deliverables

**Phase 2 Deliverables:**

- Final calibrated model data sets.
- All data and other electronic project files created as part of the project (One set for each cooperator). All written deliverables shall be available in an electronic format consistent with the cooperator's standard software products, including Microsoft® Office Suite 2007 (WORD, EXCEL, ACCESS, and POWERPOINT) and ArcGIS.
- Up to 20 hard copies of the draft and final calibration reports (5 copies each cooperator)
- Adobe files on CD of the draft and final calibration report (One CD per cooperator)

**Meetings:**

The consultant shall budget and plan to attend at least two meetings at a north Florida location to be determined in consultation with project cooperators. The first meeting shall be a project kickoff meeting. The second meeting will be after completion of the model calibration and before the scenario runs. In addition, bi-weekly conference calls with internet access capability, if needed, shall occur during the model calibration portions of the project.

**V. TIME FRAMES AND DELIVERABLES**

The timeframe for the entire project is anticipated to be 24 months with 6 months allocated to Phase 1 and 18 months to Phase 2. Specific timeframes for each phase have been outlined in proposed schedule tables above.

All written deliverables shall be available in an electronic format consistent with the District's standard software products, including Microsoft® Office Suite 2007 (WORD, EXCEL, ACCESS, and POWERPOINT) and ArcGIS. Reports and other deliverables shall be clear, concise, thorough and grammatically correct; and shall be in a form agreed upon by the Consultant and District's Project Manager. Final reports and all associated materials shall become property of the project cooperators.

Consultant shall employ an internal quality review process to ensure only high quality, complete, and correct products are provided to the project cooperators. For technical products, Consultant shall present data in a well-organized format and findings should be based on a logical derivation from the facts and data. Upon request by the District's Project Manager, Consultant shall provide written confirmation by a

principal of the firm, that quality assurance procedures were followed prior to release of a given deliverable.

## **VI. OTHER**

Location of work will be in the consultant's primary headquarters. Work may involve travel and participation in meetings with project cooperators in north Florida. Telephone, fax, and other digital exchanges of information shall be maximized to accomplish routine project communication and coordination.

## **References**

- HydroGeoLogic, 2011. Groundwater Flow and Transport Model for the Northern District Water Resources Assessment Project Area version 3.0. Submitted to Southwest Florida Water Management District, Brooksville, Florida, October 2011.
- Knowles, L., Jr., O'Reilly, A.M., and Adamski, J.C., 2002. Hydrogeology and simulated effects of groundwater withdrawals from the Floridan aquifer system in Lake County and in the Ocala National Forest and vicinity, north-central Florida: U.S. Geological Survey Water Resources Investigations Report 02-4207.
- Motz, L.H., and A. Dogan, 2005. North-central Florida active water table regional groundwater flow model (final report). St. Johns River Water Management District, Special Publication SJ2005-SP16.
- Williams, S.A., 2006. Simulation of the effects of groundwater withdrawals from the Floridan aquifer system in Volusia County and vicinity. St. Johns River Water Management District, Technical Publication SJ2006-4.

**Item 9.a. Bills  
To be Paid**

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

Bills For Payment  
11/28/12

<u>Administrative Invoices</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Amount</u>
Richard S. Owen, AICP	2012-04	11/1/12	\$ 7,015.16
James Adkins	Bd. Mtg. Travel	10/17/12	\$ 19.58
Gary Ernst	Bd. Mtg. Travel	10/17/12	\$ 36.49
Joe Johnston	Bd. Mtg. Travel	10/17/12	\$ 19.58
Citrus County BOCC	Lease	10/8/12	\$ 2,047.68
Citrus Chronicle	12730710	10/31/12	\$ 28.58
Daily Commercial	22117458	10/31/12	\$ 27.10
Florida Administrative Register	301568	11/6/12	\$ 23.18
Ocala Star Banner	683013	11/2/12	\$ 44.76
Tampa Tribune	1359699	10/28/12	\$ 15.05
1-Stop Prints of Citrus County	12-01592	11/1/12	\$ 45.00
Karen Allen (Web Master)			
Haag, Haag and Friedrich	27169	10/30/12	\$ 780.24
Purvis Gray & Company	23493	10/15/12	\$ 456.75
Diane Salz - Monthly Contract fee	103112	10/31/12	\$ 3,500.00
Diane Salz, Travel	Bd. Mtg	10/19/12	\$ 286.91
Nancy Smith, Administrative Assistant	2012-10	10/31/12	\$ 3,208.21
<b>Total Administrative Invoices</b>			<b>\$ 17,554.27</b>

<u>Water Supply Studies and Facilities</u>	<u>Total Grant Cost</u>	<u>Balance Remaining</u>	<u>Current Invoice</u>
General Services Contract	\$ 75,000.00	\$ 75,000.00	
FY 12-13 Local Government Water Supply Projects			
FY 13 Citrus Water Conservation Pgm.	\$ 48,300.00	\$ 48,300.00	
FY 13 Hernando Water Conservation Pgm	\$ 46,800.00	\$ 46,800.00	
FY 13 Marion Water Conservation Pgm	\$ 34,900.00	\$ 34,900.00	
FY 2012-14 Irrigation Audit Program	\$ 42,060.00	\$ 42,060.00	
Northern District Model Expansion	\$ 37,500.00	\$ 37,500.00	
Update of Regional Water Supply Plan	\$ 250,000.00	\$ 250,000.00	
<u>Carry-over Projects</u>			
FY12 Cardno TBE CAB Eval & R&R Update	\$ 23,500.00	\$ 2,350.00	\$ 1,410.00
FY12 Hernando Water Conservation Pgm	\$ 43,500.00	\$ 43,500.00	\$ 43,500.00
FY12 Marion Water Conservation Pgm	\$ 39,000.00	\$ 39,000.00	
Purvis Gray Rate Analysis (CAB WSF)	\$ 8,588.00	\$ 8,588.00	
FY 2010-12 Irrigation Audit Pgm Completion	\$ 37,800.00	\$ 37,800.00	
Irrigation Audit Evaluations			\$ 5,220.00
Irrigation Administration			\$ 900.00
FY09 North Sumter Data Collection	\$ 5,000.00	\$ 5,000.00	
<b>Project Invoice Totals</b>	<b>\$ 691,948.00</b>	<b>\$ 670,798.00</b>	<b>\$ 51,030.00</b>

<b>TOTAL BILLS TO BE PAID</b>		<b>\$ 68,584.27</b>
State Board of Administration	Transfer from SBA2 to SBA1	\$ 51,030.00
State Board of Administration	Transfer from SBA1 to SunTrust Bank	\$68,585.00

**Item 9.b.**  
**Correspondence**



**Subject:** Fwd: Governor Appoints Mann to Governing Board

**Date:** Thursday, November 15, 2012 9:34:12 AM Eastern Standard Time

**From:** Richard S. Owen

**To:** Nancy Smith

----- Original Message -----

Subject: Governor Appoints Mann to Governing Board

Date: Tue, 13 Nov 2012 11:45:56 -0500

From: Chris Zajac <[Chris.Zajac@swfwmd.state.fl.us](mailto:Chris.Zajac@swfwmd.state.fl.us)>

To:

Nov. 8, 2012

#### GOVERNOR APPOINTS MANN TO GOVERNING BOARD

Gov. Rick Scott appointed George Mann to the Southwest Florida Water Management District's Governing Board Wednesday.

Mann, of Polk City, is a retired business development manager at Treatt USA, which processes citrus products. Mann was appointed to succeed Neil Combee, and his term ends March 1, 2013.

Mann is currently serving as a board member of Anchor House Ministry. Previously, he served on the Florida Citrus Processors Association Committee and the Editorial Advisory Board of the Citrus & Vegetable Magazine.

Mann received a bachelor's degree in Citrus Business from Florida Southern College in Lakeland.

Governing Board members are unpaid, citizen volunteers who are Appointed by the Governor and confirmed by the Florida Senate. The Governing Board sets policy for the District, whose mission is to manage the water and related resources of west central Florida to meet the needs of current and future water users while protecting the environment.

Chris Zajac  
Government Affairs Manager  
Northern Planning Region  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604  
(352) 796-7211 ext. 4413  
Cell # 352-299-5538

[chris.zajac@swfwmd.state.fl.us](mailto:chris.zajac@swfwmd.state.fl.us)

IMPORTANT NOTICE: All E-mail sent to or from this address are public

LAW OFFICES

**HAAG, HAAG & FRIEDRICH, P.A.**

452 PLEASANT GROVE ROAD  
INVERNESS, FLORIDA 34452

JEANNETTE M. HAAG\*\*  
JOHNNYE L. FRIEDRICH\*°  
LARRY M. HAAG°

TELEPHONE: (352) 726-0901  
FACSIMILE: (352) 726-3345

\*CERTIFIED FAMILY LAW MEDIATOR  
\*CERTIFIED CIRCUIT COURT MEDIATOR  
\*BOARD CERTIFIED CITY, COUNTY AND  
LOCAL GOVERNMENTAL LAW  
°ADMITTED TO OKLAHOMA BAR

November 2, 2012

Matthew Brower, City Manager  
City of Ocala  
110 S.E. Watula Ave.  
Ocala, FL 34471

Re: Withdrawal of the City of Ocala from the Withlacoochee Regional  
Water Supply Authority

Dear Mr. Brower:

At the last Board meeting of the Withlacoochee Regional Water Supply Authority (WRWSA), the Board requested our office to write the City of Ocala (City) requesting either a formal resolution or minutes where the City Council, by motion of the Board, made a determination to withdraw from the WRWSA.

In 1994, the City passed a Resolution requesting membership in the Authority, a copy of which is enclosed for your reference. It would appear a document of equal dignity should be passed by City Council in order to effectuate its withdrawal. The only thing the WRWSA has in writing at this time is a letter from Jeff G. Halcomb, your Water Resources Director, stating the City's intention, a copy of which is also attached. The WRWSA would respectfully request that the City provide the WRWSA with its formal action withdrawing from the WRWSA so that the official record may be clear as to the City's withdrawal.

The WRWSA deeply regrets the City's withdrawal from the WRWSA; however, we hope that the City will actively participate in the projects of the WRWSA in order for the citizens of the City to obtain full benefit from Marion County's membership.

If you have any questions with respect to the above, please feel free to contact my office.

Cordially,

HAAG, HAAG & FRIEDRICH, P.A.

By:   
LARRY M. HAAG

LMH/ss

Encl.

cc: Patrick G. Gilligan, Ocala City Attorney  
Jeff G. Halcomb, Ocala Water Resources Director  
Richard Owen, WRWSA Executive Director

# Resolution

No. 94-38

A RESOLUTION TO THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REQUESTING MEMBERSHIP IN THE AUTHORITY FOR THE CITY OF OCALA

WHEREAS, Water is one of the most critically important resources available to the citizens of Ocala, and

WHEREAS, the Floridian Aquafier is one of the richest water reserves in the southeastern part of the United States, and

WHEREAS, it is imperative that we protect this most valuable resource, and

WHEREAS, the Withlacoochee Regional Water Supply Authority has been established to provide water supply studies, hydrological investigations, capital construction of facilities and to act on behalf of its membership in the preservations of the water supply, and

WHEREAS, the Marion County Board of County Commissioners has chosen to suspend its membership in the Withlacoochee Regional Water Supply Authority, and

WHEREAS, the City of Ocala believes membership representation in the Authority is important for the future water supply of the Citizens of Ocala, and

WHEREAS, the City of Ocala has the ability and desire to request membership in the Water Supply Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, that the City of Ocala desires to participate as an official member with the Withlacoochee Regional Water Supply and asks the Authority to amend its current rules to allow separate dues payment from the City.

Dated and adopted this 5th day of April, 1994.

CITY OF OCALA

By:

Lorenzo S. Edwards  
Lorenzo S. Edwards, City Council President

Attest:

Mary Jane Milam  
Mary Jane Milam, City Clerk

Approved as to form and legality:

Patrick G. Gilligan  
Patrick G. Gilligan, City Attorney

This is to certify the foregoing to be a true and accurate copy.

Mary Jane Milam  
City Clerk



Utility Services

September 17, 2012

Withlacoochee Regional Water Supply Authority  
Lecanto Government Building  
3600 W. Sovereign Path  
Suite 228  
Lecanto, FL 34461

Re: WRWSA Membership

*I am writing on behalf of the City of Ocala to respectfully withdraw our active membership status within the Withlacoochee Regional Water Supply Authority.*

Due in part to the economy, the City of Ocala believes that the dues of approximately \$10,000 per year paid to the WRWSA could better serve the citizens of Ocala in water conservation projects and assist in local implementation of water conservation initiatives.

The City of Ocala continues to believe in a strong water policy just as it did back in 1991 when Marion County became an inactive member in the WRWSA. At that time, the City of Ocala petitioned the WRWSA to allow the city to be a member of the WRWSA, and after passing a City of Ocala Council Resolution, and working with the WRWSA, the city began to pay a separate assessment.

We are glad to see that Marion County is once again represented in the WRWSA and since they are within the WRWSA and SWFWMD area, they can get the support that is needed for our area, and give us the opportunity to pull back our resources and spend them more efficiently.

We hope for the continued success of the WRWSA and that they support other city governments within the WRWSA span of authority just as much as they do county governments.

Thank you for your considerations over the many years.

A handwritten signature in black ink that reads "Jeff G. Halcomb".

Jeff G. Halcomb  
Water Resources Director

C Matt Brower, City Manager  
Larry Novak, Assistant City Manager  
File



October 29, 2012

Haag, Haag, & Friedrich, P.A.  
Attn: Larry M. Haag  
452 Pleasant Grove Road  
Inverness, Florida 34452

Dear Larry,

Our auditors, Purvis, Gray and Company, LLP, are conducting an audit of our financial statements at September 30, 2012 and for the year then ended. Please furnish to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of Withlacoochee Regional Water Supply Authority (WRWSA) in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding \$5,000 individually or in the aggregate. The description of each case should include:

- 1) the nature of the litigation;
- 2) the progress of the case to date;
- 3) how management of WRWSA is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- 4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of generally accepted accounting principles [Statement of Financial Accounting Standards No. 5 OR Governmental Accounting Standards Board Statement No. 62] (excerpts of which can be found in the ABA's *Auditor's Letter Handbook*). Please specifically confirm to our auditors that our understanding is correct.

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with generally accepted accounting principles (*Statement of Financial Accounting Standards No. 5*).

Response

Your response should include matters that existed as of September 30, 2012, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

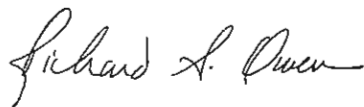
Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors would appreciate receiving your reply by November 21, 2012 with a specified effective date as close as feasible to that date.

Other Matters

Please also indicate the amount we were indebted to you for services and expenses (billed and unbilled) on September 30, 2012.

With Regards,



Richard Owen, Executive Director

WRWSA

**Item 9.c.**  
**News Articles**



Diane Salz <salz.govconsultant@gmail.com>  
Fwd: Weatherford, Gaetz ponder committees  
November 14, 2012 10:43 AM

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----- Forwarded message -----

From: **Diane Salz** <salz.govconsultant@gmail.com>  
Date: Wed, Nov 14, 2012 at 10:42 AM  
Subject: Weatherford, Gaetz ponder committees  
To: Diane Salz <salz.govconsultant@gmail.com>

Campaigns over, Weatherford, Gaetz ponder committees, organization  
Gray Rohrer, 11/09/2012 - 05:30 PM

Incoming presiding officers **Will Weatherford** and **Don Gaetz** are turning their attention to organizing the Legislature after a campaign season that saw Republicans lose a handful of seats in each chamber.

Both Weatherford, slated to become House Speaker on Nov. 20, and Gaetz, the Senate President-designate, sent memos to the members of their respective chambers this week asking for committee assignment preferences. The assignments are expected to be announced by the end of the month.

Weatherford already has announced his leadership team, but will likely have tougher decisions to make than Gaetz. It appears his pick for **House Majority Leader, Chris Dorworth**, next in line to be House Speaker after Weatherford, narrowly lost his re-election bid to Democrat **Mike Clelland**. Clelland held a 123-vote lead after provisional ballots were counted **Thursday**, but the margin is close enough to force an automated recount if Dorworth doesn't concede.

**Rep. Seth McKeel**, R-Lakeland, has been tapped by Weatherford to chair the **House Appropriations Committee** and lead budget talks. **Rep. Rob Schenk**, R-Spring Hill, is chairman of the **Rules Committee**, and **Rep. Marti Coley**, R-Marianna, has been named **speaker pro-tempore**.

**House Minority Leader Perry Thurston** of Plantation said he has spoken with Weatherford about committee assignments and has asked that **Rep. Joe Gibbons**, D-Hallandale Beach, be the ranking Democratic member on the **Appropriations Committee**. **Rep. Janet Cruz**, D-Tampa, has been tapped as the Democrats' leading voice on ethics reform.

Likewise, Gaetz said he has had similar talks with **Senate Minority Leader Chris Smith** of Fort Lauderdale about committee assignments.

Gaetz hasn't yet announced his leadership team or any committee chairs. He will be greeted with a significantly different Senate when the Legislature convenes Nov. 20 for the organizational session, as 15 freshman members will be sworn in to office.

Weatherford has shaken up the committee structure somewhat, moving subcommittees such as **Insurance and Banking** from the full **Economic Affairs Committee** to the **Regulatory Affairs Committee**, and splitting the education subcommittees into **Choice & Innovation, K-12** and **Higher Education & Workforce**.

Gaetz has made no final decisions on switching up the committee structure, but has said he may merge the **Senate K-12** and higher education committees together.

Diane Salz <salz.govconsultant@gmail.com>  
Fwd: Panel OKs estuary nutrient limits  
November 14, 2012 10:38 AM

---

----- Forwarded message -----

From: **Diane Salz** <salz.govconsultant@gmail.com>  
Date: Wed, Nov 14, 2012 at 10:37 AM  
Subject: Panel OKs estuary nutrient limits  
To: Diane Salz <salz.govconsultant@gmail.com>

Panel OKs estuary nutrient limits as environmental groups mount new challenge  
Bruce Ritchie, 11/13/2012 - 02:02 PM

A state panel on Tuesday approved phosphorus and nitrogen limits recommended by the **Florida Department of Environmental Protection** for Panhandle estuaries.

Environmental groups have been battling DEP and industry groups over setting nutrient limits to prevent waterways from becoming choked with weeds and algae. Industry groups opposed pollution limits set by the **U.S. Environmental Protection Agency** as too expensive while environmental groups supported them.

The Legislature this year waived ratification of DEP rules establishing limits for lakes, streams and rivers. DEP is awaiting approval by the federal EPA, but environmental groups have filed a new challenge to the state rules.

Department officials said the "rigorous" nutrient limits for Panhandle estuaries were established using "cutting-edge" science.

"We believe it is important to show EPA that Florida can protect our waters without their help," **Jeff Littlejohn**, DEP's deputy secretary for regulatory programs, told the state **Environmental Regulation Commission** on Tuesday.

He said Florida is continuing to "push hard" for EPA to approve its petition to lift the federal rules in Florida and approve state rules.

But **Josh Smith**, an attorney with the **Earthjustice** law firm, said the environmental groups filed an amended petition last week with the federal EPA challenging the legality of a DEP implementation plan issued in September.

"We disagree vigorously with that assessment (by DEP) of how things are going," Smith said. "I think as we've made clear the Florida standards don't help; they don't do what EPA has found necessary to protect Florida's waters."

Although EPA officials have said they hope to issue a decision by Nov. 30, the federal agency may now take longer because of the challenge filed to Florida's implementation plan, Smith said. The amended petition was filed by the **Florida Wildlife Federation**, the **Environmental Confederation of Southwest Florida**, **St. Johns Riverkeeper** and the **Sierra Club**.

During the **Environmental Regulation Commission** meeting Tuesday, no one spoke against the proposed nutrient limits recommended by the Florida Department of Environmental Protection.

With the approval, nutrient limits have been set for three-fourths of Florida's estuaries, DEP officials said. Limits for the remaining estuaries, located in the Big Bend, will be established by June 30, 2015.

**Terry Cole**, an attorney representing agricultural groups, praised DEP officials at the commission hearing for their work.

**David Childs**, representing wastewater utilities, said afterward that Florida's water quality experts are "second to none."

"Florida should be in control of its own waters and water quality standards," Childs said, in reference to the state awaiting the EPA's approval. He represents the **Florida Water Environment Association Utility Council**.

**Linda Young**, who in 2010 strongly criticized DEP's analysis of estuaries, said she did not attend because it would have been pointless because the commission is a "rubber-stamp" for the department. She is director of the **Clean Water Network of Florida**.

Diane Salz <salz.govconsultant@gmail.com>  
Fwd: DEP job vacancies  
November 14, 2012 10:28 AM

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----- Forwarded message -----

From: **Diane Salz** <salz.govconsultant@gmail.com>  
Date: Wed, Nov 14, 2012 at 10:27 AM  
Subject: DEP job vacancies  
To: Diane Salz <salz.govconsultant@gmail.com>

Only "mission critical" job vacancies at DEP can be filled, deputy secretary says in memo amid layoffs  
Bruce Ritchie, 11/13/2012 - 04:09 PM

A **Florida Department of Environmental Protection** deputy secretary last month told managers they may only to fill "mission critical" job vacancies and that a cost-benefit analysis must be performed before filling them.

**Public Employees for Environmental Responsibility**, which released the department memo on Tuesday, said in a news release that working at DEP has become the "absolute pits" after layoffs last month and other such "callous" managerial tactics. A department spokesman said the PEER news release contained inaccurate allegations.

In an Oct. 11 memo to regulatory division directors and directors of district offices, **Deputy Secretary for Regulatory Affairs Jeff Littlejohn** said advance approval is required when filling a vacant position or reclassifying and filling a vacant position.

Prior to requesting approval, directors must determine whether the job duties are critical to DEP's mission, according to criteria attached to his memo. If a vacancy is critical, then a cost-benefit analysis must be done to determine whether the duties can be performed at a lower cost by outside entities including water management districts, universities, county departments or the private sector.

Directors also must say whether the duties and workload can be "equitably" transferred to other staff and whether filling the position will result in cost savings.

Also last month, DEP laid off 24 employees in its **Division of Water Resources**, including 15 in Tallahassee. In September, the Tampa district office laid off 25 employees.

Public Employees for Environmental Responsibility said one DEP manager was fired for refusing to terminate an employee who was ill. In Tampa, all employees were told to pack their personal belongings in their cars because 25 were being laid off -- and then they were told to unpack and return to work, the group said.

"These callous and needlessly cruel tactics suggest a staggering level of managerial incompetence," said **Florida PEER Director Jerry Phillips**, a former DEP enforcement attorney.

He said department documents requires employees who survive the layoffs to show they have achieved "job creation" and cost savings for regulated industries.

"DEP has been through some tough times before but employees are saying that this is the absolute pits," Phillips said.

Department spokesman **Patrick Gillespie** said employees in Tampa were not told to pack their cars and no water manager was fired for refusing to terminate an ill employee. And he said no supervisors were required to fire staff to earn raises, as PEER asserts.

The memo, Gillespie said, "was simply guidance for managers to make sound hiring and pay raise decisions to allow management to make those decisions without approval by Deputy Secretary Littlejohn."

Gillespie also said the department is continuing assessments of its district offices and divisions in Tallahassee to determine how "to best protect the environment and human health while being good stewards of taxpayer dollars."

Diane Salz <disalz@yahoo.com>  
Fwd: St. Johns River Water Management District Water News  
November 13, 2012 4:47 PM

Sent from my iPhone

Begin forwarded message:

**From:** Water News <waternews@sjrwmd.com>  
**Date:** November 13, 2012, 4:43:50 PM EST  
**To:** <disalz@yahoo.com>  
**Subject:** St. Johns River Water Management District Water News

Email not displaying correctly? Click to view online.

## St. Johns River Water Management District Water News

News, meetings  
and notices

November 13, 2012

### District Governing Board elects 2012–2013 officers

The St. Johns River Water Management District's Governing Board on Nov. 13 unanimously **re-elected** Lad Daniels of Jacksonville to serve as Board chairman for a second year.

The Board also re-elected John A. Miklos of Orlando to serve as vice chairman and Douglas C. Bournique of Vero Beach as secretary. Maryam H. Ghyabi of Ormond Beach was re-elected as treasurer.

### One-day-a-week landscape irrigation resumes

With the return to Eastern Standard Time on Nov. 3, landscape irrigation has returned to no more than one day a week for fall and winter when lawns need less water.

The **watering restrictions** are designed to allow enough water to maintain healthy landscapes year-round and to ensure the efficient use of water. The restrictions apply to water withdrawn from ground or surface water, from a private well or pump, or from a public or private water utility.

### Upcoming meetings

- **Nov. 27, 9a.m.** — Clay-Putnam Minimum Flows and Levels Prevention/Recovery Strategies Implementation Team meeting; District headquarters, Governing Board room, 4049 Reid St., Palatka.
- **Dec. 12, 1 p.m.** — North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting; Florida Gateway College, Wilson S. River Library and Media Center, 149 S.E. College Place, Building 200, Room 102, Lake City.

### Connect with us



### Upcoming meetings

For a listing of upcoming meeting dates, times and locations, visit our [meetings calendar page](#).

### Contacts

District staff contacts for:

- [Local governments](#)
- [Public and media](#)

[How to contact your local government](#)

### About us

The St. Johns River Water Management District is a regional agency of the state of Florida whose mission is to protect and ensure the sustainable use of water resources. The District is responsible for managing groundwater and surface water resources in all or part of 18 counties in northeast and east-central Florida.

[floridaswater.com](http://floridaswater.com)



Complaint of public records violation filed against school board member

## Environmentalists criticize new Florida development rules

Published: November 12, 2012



An aerial view of a housing development in East Manatee. A Florida bill that has amended growth management may soon help Manatee and other state-wide developers improve the country's slow moving economy. HERALD FILE PHOTO

Grant Jefferies

By NICK WILLIAMS — [nwilliams@bradenton.com](mailto:nwilliams@bradenton.com)

MANATEE -- A Florida bill that amended growth management rules to eliminate duplicative regulations and expedite the permitting process is receiving mixed reviews.

Signed into law in May by Gov. Rick Scott and implemented July 1, House Bill 503, also known as the Environmental Regulation Bill, streamlines the permitting process, helps move projects along, including hiring subcontractors and putting more people to work, say supporters.

"In some instances, the developers have benefited from the state taking corrective action," said Alan Anderson, executive vice president of Manatee-Sarasota Home builders Association. "It really saves time, steps and energy. Some projects, the new projects since it was just passed, it will bring them to the market faster."

Among the state-wide revisions the expansions made by the bill, it reduces approval of wetland and environmental resource permits from 90 to 60 days, enlarges state methodology for general permits, provides incentives and allows developers to extend permits set to expire between Jan. 1 of 2012 and 2014 for two more years.

Some say the bill lacks oversights for environmental protection.

"The last couple of years we've seen bad bills passed," said Glenn Compton, director of ManaSota-88, a local nonprofit group dedicated to protecting Florida's environment. "This is just another example."

Compton said the bill does not prioritize environmental protection and urged citizens to realize the environment can't recover as quickly as the economy.

"Once you do degradation to environment, that's a permanent impact all citizens of Florida should be concerned with."

Before his term expired this year, former state senator Mike Bennett,

R-Bradenton, sponsored the senate version of the bill. Senate Bill 716 provides a reduction in fees and waivers for permits regarding projects that serve the public and prohibits a county or city from requiring an applicant to obtain a state or federal permit under certain conditions.

"What we wanted to do was cut out the duplication of services," said Bennett, the newly elected Manatee Supervisor of Elections. "It was costing time and money. You had government-paid engineers reviewing government-paid engineers."

Former state senator Pat Neal, owner of Neal Communities, a Manatee-based home builder, helped pass legislation in the 1980s involving planning and land development. He said the new bill will help strengthen the home-building business.

"It gets the state out of the land use business and helps with local control and local decision-making," Neal said. "Over the long term, it will enhance jobs and economic environmental stability and allow projects to go forward that have been stuck at state level for years."

Some environmental-ists, however, say scaling back on government per-mitting lessens the regulations and analysis needed to protect the environment.

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**Weather alert: A sunny Tuesday expected in Bradenton**

[Next Story >](#)



**Complaint of public records violation filed against school board member Julie Aranibar**

[Email Newsletters >](#)

## Florida's Water Supply Is Limited, Conservation Is Essential

It has been a big year for water issues in Florida – particularly North Florida.

Folks in every corner of the state have likely heard about the Adena Springs Ranch permit application in Marion County, originally for 13.2 million gallons per day (mgd) from the Floridan aquifer, now for 5.3 mgd.

A North Florida Regional Water Supply Partnership has been convened to solve boundary water issues between the lesser developed Suwannee River Water Management District and the ever-thirsty St. Johns River Water Management District.

In Crystal River, residents and local government are outraged over a water bottling permit issued by the Southwest Florida Water Management District (SWFWMD) to allow between 76,700 gallons and 153,400 gallons to be withdrawn daily from the Floridan aquifer.

Granting this permit came after residents and the environmental community worked arduously to purchase and protect local springs, only to have a well permitted in the city limits so water can be pumped, shipped, bottled, and sold by a private water bottling company.

Meanwhile, no minimum flows and levels (MFLs) have been set for Crystal River and Kings Bay, where anyone who lives on or recreates on the water will tell you that the bay is saltier and the spring flows have been reduced.

Just to the south, stakeholders have been fighting proposals from the SWFWMD for the Chassahowitzka and Homosassa Rivers that would allow reduced flows. All of these issues are integral to the future of our state's water supply and the vitality of our aquatic ecosystems and the species that depend on them, including manatees.

While these permit applications and the continued mindset of the water management districts to find "more" water are disconcerting, there is one positive result: people are angry.

People are tired of business as usual while they watch the waters they love continue to decline. They are angry that Florida's leadership lacks vision and a sustainable long-term plan for water use.

Folks are right to be angry, and if we are going to create positive change in the way we provide, use, and value water, we all need to channel that anger into action – to contact our water management districts and local governments, to show up at the public meetings where these issues are being discussed, and to let our leaders know that we want a more sustainable future for Florida's water resources.

What we need are safeguards that will curb our wasteful water use and move us toward water neutrality where we find creative ways to use what we already have.

We need to stop giving our limited and precious water away to corporations that will turn around and use our public resources for private profit.

New developments can find water from the existing permitted water supplies. They can install cisterns in those new developments; pay to install low-flow fixtures in every home near and within those developments; and plant Florida-friendly landscapes that do not need intensive

irrigation. Our existing developments also must do more to curb water use.

Our water management districts are tasked with providing us water. As long as they see a demand, they will make it happen, but at what cost?

Whether that means setting a lower MFL for state water bodies, drawing surface waters off our rivers like the St. Johns, or building a seawater desalination facility, they will “find” the water.

Meanwhile, people and the environment will pay the price. By 2030, the districts have estimated that Floridians will “need” 1.9 billion gallons more per day than they did in 2005, as our population is expected to grow by 48 percent. The price tag to build the alternative water supply projects to meet this demand: \$3.6 billion.

Our state is at a crossroads, or perhaps more appropriately, a fork in the river. If we want to steer the ship down a path of sustainability, we must get and stay engaged. We must be vigilant in defending our natural resources and our water supply, and we must support laws and leaders that are committed to these principles.

Ultimately, we must realize the true costs associated with the water that seems to flow so freely from our faucets.

*Katie Tripp has been Save the Manatee Club's Director of Science and Conservation ([savethemanatee.org](http://savethemanatee.org)) since May, 2008. She received her Ph.D. in Veterinary Medical Sciences from the University of Florida, where she conducted research on manatee physiology.*



## IN OUR OPINION

### Editorial: Analyze the aquifer

*Published: Saturday, November 3, 2012 at 6:30 a.m.*

For White Springs Mayor Helen B. Miller, Florida's water problems hit home more than two decades ago, when White Sulphur Springs dried up. It was a stunning natural phenomenon, considering White Sulphur Springs used to spew out of the banks of the Suwannee River.

"Hydrologists and other experts tell us excessive consumptive water withdrawals and compromised recharge zones are the cause," Miller wrote in a recent letter to water advocates. "However, our situation is not unique."

Indeed it is not. We here in Marion County know all about declining spring flows and other signs our springs are deteriorating, maybe even disappearing as White Sulphur Springs did. And as Florida springs expert Jim Peterson famously noted, our springs are merely windows into the aquifer.

Simply, Florida's vast underground aquifer is under siege as a result of overpumping, nutrient pollution, salt-water intrusion and other negative impacts.

And although the topic of water has been much discussed in recent years, what we don't know about the true condition of our aquifers may be more important than what we do know.

That's why Miller and representatives of 27 other North Florida counties and 70 area cities and towns are asking the Florida Legislature to mandate a more comprehensive mining of the data regarding Florida's aquifers.

A resolution adopted by the Northwest Florida League of Cities and the Suwannee River League of Cities implores the Legislature to fund "an unbiased scientific study of the Floridan Aquifer due to its critical implications to statewide water supply."

In other words, what we don't know about the water under our feet — the water that provides life support for nearly all Floridians — may be more than enough to hurt us.

The proposed The Floridan Aquifer System Sustainability Act of 2013 would direct the state's Department of Environmental Protection and its water management districts to amass and analyze the existing and new data necessary to protect the aquifer against over-pumping and pollution.

Lawmakers should do exactly that.

"Springs from central Georgia to southern Florida are experiencing reduced or intermittent flows. And, wells throughout the State are drying up every day," Mayor Miller wrote. "... (A) piecemeal approach cannot restore sustainability to the Floridan Aquifer System or provide for future growth. A system-wide approach is needed."



It's true. What we don't know about the water beneath our feet could hurt us, and we would urge Marion County and our county's three municipalities to seek to join in this sensible and needed scientific undertaking.

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# Maintaining utility ownership is right move for Hernando County

In Print: Thursday, November 1, 2012

The Hernando Commission correctly pulled the plug on the misguided and shortsighted scheme of selling one its most valuable assets — the county water and sewer system.

With no public comment, commissioners last week declined to research further the notion of divesting itself of the utility. That suggestion originally came in June from Commissioner David Russell and was one of two utility-related schemes the county considered to ease future budget crunches. Neither came to fruition as the commission quickly retreated from the other proposal as well — balancing its general fund budget with a newly created, but ill-defined "return on investment surcharge" in its utility department.

Russell, however, eyed the water and sewer system because its balance sheet showed \$212 million in assets with a \$63 million debt. A sale could have allowed the commission an infusion of cash that he wanted to use to subsidize customers' rates to sidestep increases planned for 2014 and beyond; and supplement the county's general fund that is facing a nearly \$10 million projected shortfall next year.

The long-term solvency of the system came into question after commissioners decided three years ago to keep rates artificially low. That maneuver came as the county embarked on a \$150 million renovation including consolidating smaller sewage treatment sites into bigger, regional plants. The commission's lack of political will was just one of the problems. A federal grant also failed to materialize and few new customers joined the system because of the dismal construction activity in the county.

The investment community responded five months ago by lowering the county's bond rating, which could translate to higher future costs to the public via higher interest rates for county borrowing.

But, selling the utility smacked of desperation and the commission finally recognized it. A county truly interested in the long-term solvency of a prized asset should simply charge market rates for the water and sewer service and allow the customers to properly finance its operations.

Give Russell credit for at least floating an unorthodox idea. Some of his fellow commissioners, Jim Adkins, in particular, simply call for spending and tax cuts and let others worry about the details.

These continued budget gimmicks that have included raiding land-buying trusts, dipping into reserve accounts and hanging for-sale signs on public assets are indicative of failing leadership that does not recognize the need for a balanced budget. County revenue should match its expenses.

[Last modified: Oct 31, 2012 05:34 PM]

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News

## Water partnership gets in sync with state

Print Page

*Stakeholders group gathers in Lake City to finalize plans.*

By [TONY BRITT](#)

Published: Wednesday, October 31, 2012 10:09 AM EDT

[tbritt@lakecityreporter.com](mailto:tbritt@lakecityreporter.com)

The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee now has a plan with its key components in line with the plans of the state water authority boards.

The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee met Monday at the Wilson S. Rivers Library and Media Center at Florida Gateway College for its regularly scheduled monthly meeting with close to 20 people in attendance. During the meeting the realigned components listing for the regional water supply plan were presented. The regional water supply plan is designed for the protection of water resources in North Florida for adequate water supplies for the future.

Jeff Blair, facilitator for the stakeholder advisory committee, said there are 15 key components that make up the development of the regional water supply plan.

The realignment will allow the advisory committee to determine what issues they need to engage and discuss, and what recommendations they need to make to the water management districts as the districts develop the regional water supply plan.

"This is a tool to help them stay abreast of what the districts are doing and provide feedback at the proper input points," Blair said.

The Suwannee River Water Management District and the St. Johns River Water Management District staffs have compiled a work plan for the regional water supply plan. The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee has its own workplan and the advisory committee's work plan has been realigned so that it will correlate with the plan for the water management districts.

"We've correlated the two plans, so they (advisory committees) can follow along with the key tasks, issues, schedules and milestones and committee can be working and plotting recommendations in a timely manner on each of the 15 components as we go through this process over the next three years," Blair said.

The workplan was initially given to advisory committee members weeks ago, but during the group's Sept. 24 meeting, committee members asked that the work plan be revised so it would follow and mirror in the same order, the work plans of the water management districts.

Carlos Herd, SRWMD director of water supply, also gave a presentation in which he unveiled a proposed boundary map showing for the potentially impacted areas within the two districts.

The map, which is designed to encompass areas common to both water management districts, goes west



A man swims in the Ichetucknee Springs head in early October. JASON MATTHEW WALKER/Lake City Reporter

to Suwannee County, south to Gilchrist County and east to Duval, Flagler, St. Johns County and north to Nassau County.

"We revised the map because some stakeholders have requested a larger map to make sure we encompass the entire region of concern," Herd said. "The purpose of the map is to make sure we include all of the water resource caution areas that the SRWMD has declared and include all the northern, nine counties of the St. Johns Water Management District that will be included in the planning region."

The North Florida Regional Water Supply Partnership was established by the Suwannee River Water Management District, the St. Johns River Water Management District, and the Florida Department of Environmental Protection as an initiative to protect natural resources and ensure cost-effective and sustainable water supplies in North Florida.

The NFRWSP formed a stakeholder advisory committee to serve in an advisory capacity to the districts and DEP on water supply issues. The committee includes representatives of groups and entities from throughout the region.

The St. Johns River and the Suwannee River Water Management districts, have each appointed six members representing six stakeholder groups which is how the advisory committee was compiled.

The stakeholder advisory committee's role and function is to provide the water management districts with recommendations on the development of the regional water supply plan going forward.

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Diane Salz <salz.govconsultant@gmail.com>  
Fwd: DEP lay offs in Tallahassee  
October 31, 2012 9:59 AM

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----- Forwarded message -----  
From: **Diane Salz** <salz.govconsultant@gmail.com>  
Date: Wed, Oct 31, 2012 at 9:58 AM  
Subject: DEP lay offs in Tallahassee  
To: Diane Salz <salz.govconsultant@gmail.com>

DEP lays off 15 in Tallahassee as part of ongoing evaluation of positions  
Bruce Ritchie, 10/30/2012 - 04:51 PM

The **Florida Department of Environmental Protection** this week laid off 15 employees in Tallahassee and nine in other offices across the state and eliminated another 24 vacant positions.

The move at the **Division of Water Resources** follows a reduction of 25 employees on Oct. 18 at the DEP district office in Tampa.

A DEP spokeswoman said Tuesday there is an ongoing evaluation and assessment of positions to ensure the department is being fiscally responsible. The process will continue through the new year at district offices across the state.

"These assessments and evaluations are being conducted throughout all divisions, districts and programs within the department and is a critical component of being able to improve the effectiveness of the way we do business," spokeswoman **Dee Ann Miller** wrote in an email.

She added that the assessment does not necessarily mean layoffs. At the Fort Myers district office, she said, eight new positions are being created as a result of the assessment.

A presentation on the restructuring was shown to department employees during a meeting Tuesday at DEP's Bob Martinez Center in Tallahassee.

One laid-off employee who did not want to be identified told *The Florida Current* that employees with seniority appeared to be the target of layoffs.

**Doug Martin**, legislative director with the **American Federation of State, County and Municipal Employees (AFSCME) Council 79**, said the layoffs in Tallahassee appeared unnecessary because many DEP positions are paid for with federal funds.

"There was not a financial reason for these layoffs," he said. "And the business community often complains about the time, etc., involved in the permitting process. So they are laying off some of their most experienced people in areas where the staff is needed."

"It's hard to think of a more important duty of the state than to ensure the cleanliness of drinking water," Martin said.

Asked whether environmental protection will be reduced, DEP's Miller responded, "No programs or core functions have been eliminated and our level of service will not be compromised."

And in response to Martin's comments, she said fiscal responsibility does not depend upon the funding source.

"Whether it is state or federal funds, they are both taxpayer dollars and it is our responsibility to be careful stewards," she said.

Diane Salz <salz.govconsultant@gmail.com>  
Fwd: springs protection legislation  
October 30, 2012 11:22 AM

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----- Forwarded message -----

From: **Diane Salz** <salz.govconsultant@gmail.com>  
Date: Tue, Oct 30, 2012 at 11:18 AM  
Subject: springs protection legislation  
To: Diane Salz <salz.govconsultant@gmail.com>

White Springs mayor leads support for water legislation that seeks to protect springs  
Bruce Ritchie, 10/29/2012 - 05:50 PM

The mayor of White Springs, a north Central Florida town whose namesake springs quit flowing more than two decades ago, is leading an effort behind proposed legislation to restore the Floridan Aquifer to levels before development occurred in Florida.

**Helen Miller**, mayor of White Springs and vice chair of [Florida Leaders Organized for Water](#) (FLOW), says the draft **Floridan Aquifer Sustainability Act of 2013** arose from the drought that gripped Florida in 2011 and early 2012 and concerns about water-use permitting in the Panhandle and North Central Florida.

The proposed legislation directs the **Florida Department of Environmental Protection** to proceed with studies to develop a uniform model of the Floridan Aquifer, which provides drinking water for much of the state. The model would use 1980 as a pre-development baseline or earlier if data is available.

DEP and the state's five water management districts would be required to review water permits of 100,000 gallons or more per day to determine whether they were causing adverse effects to the aquifer or "significant harm" to springs, lakes and rivers. The harm would be mitigated immediately and eliminated within five years.

"We have to balance that (importance of water utilities) with what is in the best interest of water sustainability in the state," Miller said. She said she also has asked the **Florida League of Cities** to support the legislation

**Tropical Storm Debby** in June eased the drought's grip on the region but environmental groups across the state have continued to raise concerns about permitting.

A DEP spokesman said it wasn't appropriate to comment on the legislation because it hasn't been presented to the department.

**Patrick Lehman**, executive director of the **Peace River Manasota Regional Water Supply Authority**, said he'd have to see how the legislation fit in with ongoing state programs to know whether it was a duplication or an expansion.

DEP spokesman **Patrick Gillespie** said the department is working to improve its Floridan Aquifer modeling. Lehman said he supports developing a consistent model as is being done now in Central Florida with DEP and three water districts in the region.

"It is always great to have consistency between districts," Lehman said.

DEP also is leading an initiative that it says will reward conservation and establish water-use permitting consistency across the state's five water management districts. The water management districts also are conducting minimum flow studies as part of permitting as required in state law beginning in 1972.

Miller said the proposed legislation arose from resolutions adopted earlier this year by the **Northwest Florida League of Cities** and **Suwannee River League of Cities** calling for reviews of permits that affect springs flows in the region. Florida Leaders Organized for Water voted this month to support the draft legislation.

She has introduced the legislation to the Florida League of Cities energy and environmental quality committee, which she serves on, and she hopes the League will take up the issue at its [legislative conference](#) in Orlando on Feb. 15-16.

"No easy answers," she said. "But it is crucial that each municipality understands being on the side of history on this one in terms of water sustainability for future generations."





Environment

4:25 PM THU OCTOBER 18, 2012

## Florida Expects Federal Approval Of New Water Quality Standards

 By [TRIMMEL GOMES](#) ([PEOPLE/TRIMMEL-GOMES](#))

[Listen](#)

00:47

Despite pending legal challenges, Florida officials are expecting the U.S. Environmental Protection Agency to sign off on new water quality standards for the state's lakes and streams.

The federal Environmental Protection Agency is still reviewing Florida's revamped criteria for measuring water quality, called [Numeric Nutrient Standards](#) (<http://www.npr.org/2011/01/17/132994237/EPA-Florida-Face-Off-Over-Water-Standards>). It was adopted last December and was quickly challenged by some environmental groups that claimed it wasn't strict enough. Director of the Florida Division of Environmental Assessment and Restoration Support, Drew Bartlett, says that's not the case:

"What you have to understand is we used the same science EPA used when adopting our rules and so we put the same numbers on the books, we added some additional provisions to look at biology and look at other important measures."

Environmental groups like EarthJustice want the agency to impose quantifiable and enforceable limits for nutrient contaminants in the state. It's not clear when the federal agency will rule.

For more news updates, follow **Trimmel Gomes** on Twitter [@TrimmelG](#) (<https://twitter.com/TrimmelG>)

**TAGS:** [Numeric Nutrient Standards \(/term/numeric-nutrient-standards\)](#) [Drew Bartlett \(/term/drew-bartlett\)](#) [DEAR \(/term/dear\)](#) [water \(/term/water\)](#) [EarthJustice \(/term/earthjustice\)](#)

**Item 10.**  
**Legislative Update**

## MEMORANDUM

**TO:** Board of Directors,  
Withlacoochee Regional Water Supply Authority

**FROM:** Diane Salz, Governmental & Legislative Affairs Consultant

**SUBJECT:** Tracking Activities

**DATE:** November 28, 2012

Please let me know if you have any questions regarding the updated summary of most current tracking activities listed below in alphabetical order.

Each noted activity provides an opportunity for exchanging ideas with key policy makers related to emerging issues potentially impacting the Authority, water policy direction, and funding for developing water resources and supplies.

Staff will continue to monitor and report when appropriate on the following activities (in alphabetical order):

- **Agriculture Commissioner's Water Policy Advisory Council Meeting:** Scheduled for December 7, 2012 in Gainesville.
- **American Water Works Association (Florida Section):** Annual Conference in Orlando on November 25-28, 2012.
- **Central Florida Water Initiative:** Steering committee met in Kissimmee on November 9, 2012 & subcommittee meetings are on-going--collaborative process for uniform groundwater model, consistent MFL & regional water supply planning--see <http://cfwiwater.com/> for details.
- **Consumptive Use Permitting/Consistency (CUPcon):** This is an important agency rule in that all water management district rules and programs must be consistent with the rule and could ultimately affect how water use management and regulation occurs within the region. On-going DEP and water management district rule-making is intended to bring permitting consistency among the state's five water management districts for minimizing confusion without losing environmental protection, providing equitable treatment, predictability, and for "incentivizing" water conservation. DEP rule development workshops for revisions to Chapter 62-40, F.A.C., the Water Resource Implementation Rule, are scheduled for November 14, 15 & 16 in West Palm Beach, Orlando & Tallahassee; comments on the draft rule are due by December 3, 2012--see <http://www.dep.state.fl.us/water/waterpolicy/cupcon.htm> for details. **Note:** SWFWMD is currently amending its water use permitting rule in compliance with a DEP guidance memo which identifies rule provisions that are contrary to statute.

- **Florida Association of Counties (FAC):** Legislative priorities for the 2013 Legislative Session to be adopted at legislative conference November 28-30, 2012 in Sarasota.
- **Florida League of Cities (FLC):** Legislative priorities for the 2013 Legislative Session to be adopted at the FLC legislative conference on November 15-16, 2012 in Orlando.
- **Florida Legislative Organizational Session:** Scheduled for November 20, 2012 in Tallahassee; Interim Committee Meetings are scheduled for the weeks of: December 3rd; January 14th; January 21st; February 4th; February 11th; and February 18th. Regular Session will convene on March 5, 2013.
- **Florida Water Advocates:** Met in Orlando on November 13, 2012--stakeholder group designing a succession (to SB 444) strategy for water project funding.
- **Key Executive Agencies, Water Management Districts, and Legislative Policy and Staffing Changes:** On-going monitoring and reporting.
- **Nature Coast Regional Water Authority:** Met in the City of Fanning Springs on November 5, 2012.
- **North Florida Regional Water Supply Partnership:** Met in Lake City on October 29, 2012--collaborative effort for SRWMD and SJRWMD to provide the water management districts with recommendations on the development of the regional water supply plan that addresses cross-district impacts--see <http://www.northfloridawater.com/> for details.
- **Numeric Nutrient Criteria (NNC):** A conference call of coalition members is scheduled for 10:30 am on each Monday--continue to await EPA approval of Florida's water quality rule anticipated by November 30, 2012 (date of consent decree); more legal challenges will likely follow.
- **Study Committee on Investor-owned Water/Wastewater Utility Systems (HB 1389):** Met in Tallahassee on October 18, and November 1, 2012--monitoring closely since this legislation initially prohibited water conservation rates--see <http://www.floridawaterstudy.com/> for details.
- **Water Management Districts (SJRWMD & SWFWMD):** Attend or monitor televised governing board meetings.

Diane Salz <salz.govconsultant@gmail.com>  
Fwd: Memo: Interim Legislative Committee Meeting Schedule  
November 7, 2012 11:30 AM

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----- Forwarded message -----

From: **Diane Salz** <[salz.govconsultant@gmail.com](mailto:salz.govconsultant@gmail.com)>  
Date: Wed, Nov 7, 2012 at 11:30 AM  
Subject: Memo: Interim Legislative Committee Meeting Schedule  
To: Diane Salz <[salz.govconsultant@gmail.com](mailto:salz.govconsultant@gmail.com)>

MEMORANDUM

TO: Members of the Florida Legislature  
FROM: Don Gaetz, President-designate and Will Weatherford, Speaker-designate  
DATE: Wednesday, November 7, 2012  
RE: 2012-2013 Interim Committee Meeting Schedule

In addition to previously scheduled work, please be advised that the schedule for interim committee meetings is as follows:

- The week of December 3
- The week of January 14
- The week of January 21
- The week of February 4
- The week of February 11
- The week of February 18

Please note the Regular Session convenes on Tuesday, March 5, 2013.

If you have additional questions, please contact the President's Office at [\(850\) 487-5229](tel:(850)487-5229) or the Speaker's Office at [\(850\) 717-5000](tel:(850)717-5000).

**Item 11.**  
**Attorney's Report**

**Item 11. Final Report: Compliance Economic Review of Rules and Required Report, Sec. 120.745(5), *Florida Statutes* . . . Larry Haag, WRWSA Attorney**

Included as an exhibit to this item is the Final Report for the Compliance Economic Review of the WRWSA Rules. This report must be submitted to the Joint Administrative Procedures Committee by December 1, 2012. The Final Report includes the following exhibits:

Exhibit A: Rule 49C -1.001 through 1.014, F.A.C., organizational rules for the WRWSA

Exhibit B: Letter and Enhanced Biennial Review and Report, submitted April 12, 2012

Exhibit C: Letter of Compliance Economic Review of Rules and Required Report, Sec. 120.745(5)(a), *Florida Statutes*, submitted April 12, 2012

Exhibit D: Letter of Compliance with Economic Review of Rules and Required Report/Public Comment Certification, Sec. 120.745(4)(g)

As you have seen each of these items before, they are not included in this Board package. The Enhanced Biennial Review and Report and Letter of Compliance Economic Review are posted on the WRWSA website [wrwsa.org] under "Notices" on the opening page.

If approved as submitted, this report will be posted on the WRWSA website as required by law.

**Staff Recommendation:** Staff recommends the Authority Board of Directors approve the Final Report of Compliance Economic Review of Rules and Required Report, Section 120.745(5), *Florida Statutes*, and authorize the Chairperson to sign the report and letter of submittal on behalf of the Authority.



November 28, 2012

Kenneth J. Plante, Coordinator  
Joint Administrative Procedures Committee  
Room 680, Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1400

Re: Withlacoochee Regional Water Supply Authority, Final Report

Dear Mr. Plante:

Enclosed you will find the Final Report required pursuant to Section 120.745(5), Florida Statutes. This report will be placed on the Withlacoochee Regional Water Supply Authority's website. If you have any questions with regard to this submittal, please contact Larry M. Haag, Esq., legal counsel to the Authority, at (352) 726-0901.

Thanking you in advance for your assistance in this matter.

Cordially,

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DENNIS DAMATO, Chairman

Encl.

cc: Rule Ombudsman



**FINAL REPORT  
COMPLIANCE ECONOMIC REVIEW OF RULES AND REQUIRED REPORT  
SECTION 120.745(5), FLORIDA STATUTES**

The Withlacoochee Regional Water Supply Authority, hereinafter referred to as "WRWSA", does hereby present its Final Report required by Section 120.745(5), Florida Statutes, and attaches hereto the following as required by said law:

1. A text of all Rules of the WRWSA, a copy of which is attached hereto as Exhibit A.
2. The Compliance Economic Review for each of the Rules attached in Exhibit A is the same as that presented by the WRWSA in its Enhanced Biennial Review and Report, a copy of which is attached hereto as Exhibit B.
3. Letter dated April 12, 2012, Re: Compliance Economic Review of Rules and Required Report, Section 120.745(5)(a), Florida Statutes, a copy of which is attached hereto as Exhibit C.
4. Letter dated July 1, 2012, Re: Compliance with Economic Review of Rules and Required Report/PUBLIC Comment Certification, Section 120.745(4)(g), a copy of which is attached hereto as Exhibit D.

The WRWSA did not receive any comments from the public with respect to lower regulatory cost alternatives as a result of publication of the Compliance Economic Review Rules or the Enhanced Biennial Review and Report.

At the current time, the WRWSA is not determined to amend or repeal any of the Rules that it currently has due to the fact that all Rules adopted by the WRWSA are purely organizational in nature and have no economic impact whatsoever, except as to the dues paid by its member counties.

By copy of this report, executed by the Chairman of the WRWSA, the WRWSA does hereby certify completion of the reviews and reporting required by the above referenced section for the year 2012.

This Final Report and Certification shall be published on the WRWSA website as required by law.

Respectfully Submitted,

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DENNIS DAMATO, Chairman