



**WITHLACOOCHEE  
REGIONAL  
WATER  
SUPPLY  
AUTHORITY**

## **Board Meeting Package**

September 15, 2010  
4:30 p.m.

### **Meeting Location:**

SWFWMD Headquarters  
Governing Board Meeting Room  
2379 Broad Street (US 41 South)  
Brooksville, Florida 34604-6899





# WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

## MEMORANDUM

To: Water Supply Authority Board of Directors and Interested Parties  
From: Jackson E. Sullivan, Executive Director  
Date: July 6, 2010  
  
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, September 15, 2010, 4:30 p.m.**, at the **SWFWMD Headquarters Governing Board Meeting Room, 2379 Broad Street (US 41 South), Brooksville, Florida 34604-6899.**

Enclosed for your review are the following items:

- Agenda
- Minutes of the July 21, 2010 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 top of the page and click on "Minutes&Notices." On the right side of the "Minutes&Notices" page is a button for the current Board Package. Click on the Board Package to download and print the Board Package.

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

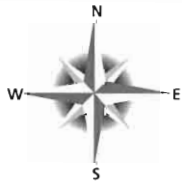
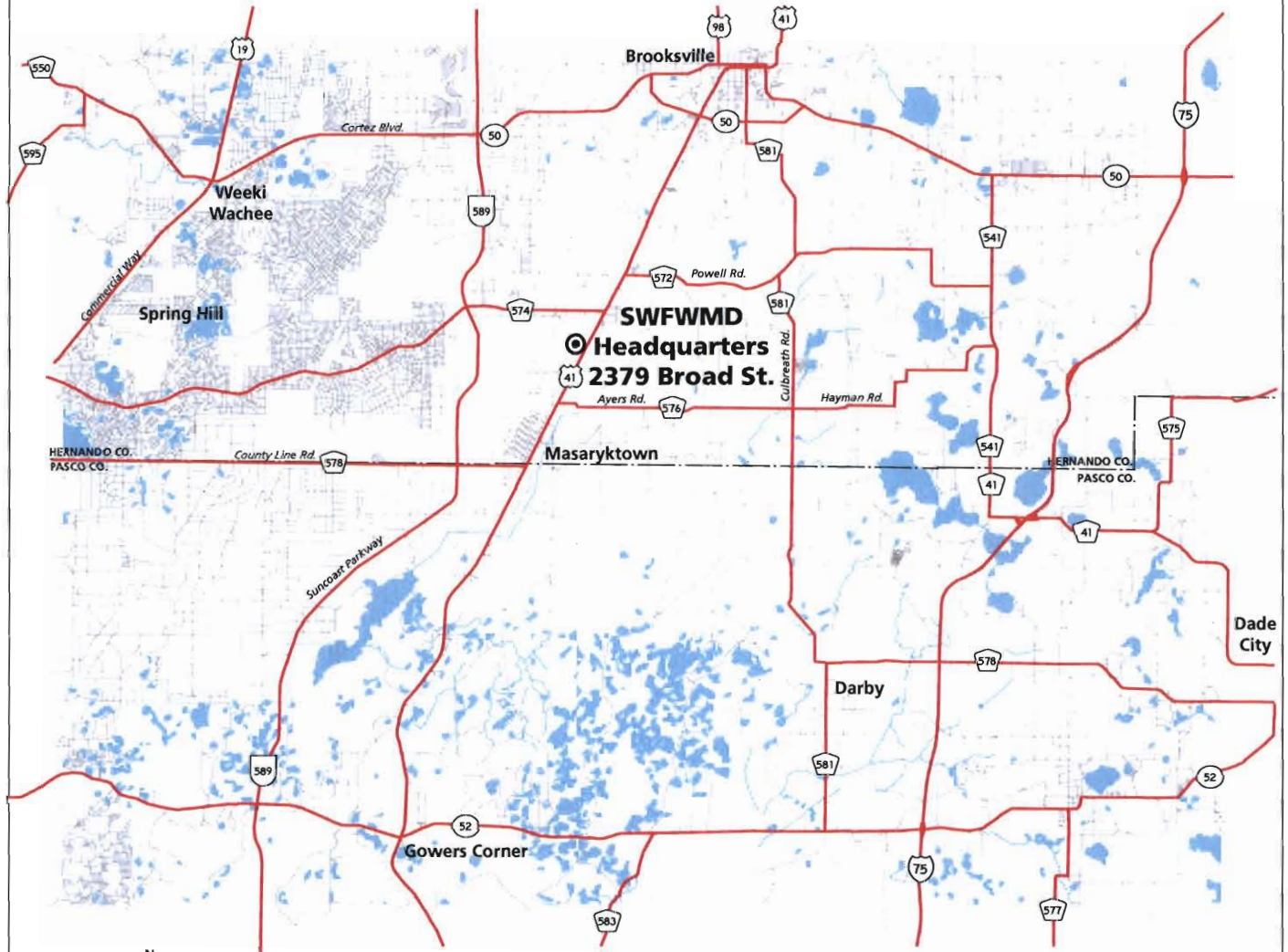
Enclosures

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# Brooksville Service Office

of the Southwest Florida Water Management District



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

**SWFWMD Headquarters Governing Board Meeting Room  
2379 Broad Street (US 41 South)  
Brooksville, Florida 34604-6899**

**September 15, 2010  
4:30 p.m.**

- Item #1 Call to Order**
- Item #2 Roll Call**
- Item #3 Introductions and Announcements**
- Item #4 Presentation of Plaque of Appreciation to Senator Charlie Dean**
- Item #5 Approval of Minutes of July 21, 2010 Meeting**
- Item #6 Report on Progress re: FERC Inglis Hydropower Application ... Pete Hubbell, Water Resource Associates**
- Item #7 Report on Discussions re: Use of CFBC as a Water Supply ... Pete Hubbell, Water Resource Associates**
- Item #8 Executive Director's Report ... Jack Sullivan, WRWSA**
  - a. Bills to be Paid**
  - b. 3<sup>rd</sup> Quarter Financial Report**
  - c. Report on Skyland Utilities PSC Certification**
  - d. Purvis Gray Contract for Quarterly Financial Reports**
  - e. Correspondence**
  - f. News Articles**
- Item #9 Legislative Update ... Diane Salz, Legislative Consultant**
- Item #10 Attorney's Report ... Larry Haag, WRWSA Attorney**
  - a. Local Government Grant Contracts**
  - b. WRA General Service Contract**
  - c. WRA Marion County Conservation/Reclaimed Water Contract**
  - d. Update to Phase VII Contract**
  - e. Resolution re: Policy on Location of Public Records and Copying Costs**
- Item #11 Other Business**
- Item #12 Public Comment**
- Item #13 Next Meeting Time and Location ... October 20, 2010, 4:30 p.m., Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10<sup>th</sup> Street (SR 200), Ocala, Florida 34474-0323**
- Item #14 Adjournment**





***Withlacoochee River Picture***

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***Presented To***

**Senator Charlie Dean**

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**In Appreciation for His Efforts During  
The 2010 Legislative Session**

**September 15, 2010**







**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING MINUTES  
July 21, 2010**

**TIME:** 4:30 p.m.  
**PLACE:** Southwest Florida Water Management District (SWFWMD)  
2379 Broad Street (SR 41)  
Brooksville, Florida 34604

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

**1. Call to Order**

Chairman Richard Hoffman called the Withlacoochee Regional Water Supply Authority (WRWSA) meeting to order at 4:32 p.m. and asked for a roll call.

**2. Roll Call**

Mr. Jack Sullivan, Executive Director, called the roll and a quorum was declared present.

**MEMBERS PRESENT**

Richard Hoffman, Chairman, Sumter County Commissioner  
Barbara Fitos, Vice-Chairman, Marion County Commissioner  
Rose Rocco, Treasurer, Hernando County Commissioner  
Dennis Damato, Citrus County Commissioner  
Christine Dobkowski, Belleview City Commissioner  
John Druzbeck, Hernando County Commissioner  
Stan McClain, Marion County Commissioner  
Dale Swain, Bushnell City Councilman  
Winn Webb, Citrus County Commissioner

**MEMBERS ABSENT**

Jim Adkins, Hernando County Commissioner  
Mike Amsden, Marion County Commissioner  
Gary Bartell, Citrus County Commissioner  
Joe Bernardini, Brooksville City Councilman  
Ken Hinkle, Inverness City Councilman  
Randy Mask, Sumter County Commissioner  
John Priester, Ocala City Councilman  
Mary S. Rich, Ocala City Councilwoman  
David Russell, Hernando County Commissioner

**3. Introductions and Announcements**

Mr. Sullivan introduced others in the audience.

**OTHERS PRESENT**

Jack Sullivan, WRWSA Executive Director  
Larry Haag, WRWSA Attorney  
Diane Salz, WRWSA Legislative Liaison  
John Ferguson, SWFWMD  
Al Grubman, TOO FAR  
Jeff Halcomb, City of Ocala Utilities  
Dan Hilliard, Withlacoochee Area Residents  
Peter Hubbell, Water Resource Associates  
Bob Knight, Citrus County Utilities  
Cara Martin, SWFWMD  
Connie Mullis, Legislative Assistant Senator Evelyn Lynn  
Darryl Muse, City of Ocala  
Todd Petrie, Marion County Utilities  
Joseph Quinn, SWFWMD  
Richard Radacky, City of Brooksville  
Miki Renner, SWFWMD  
Peter Rocco, Hernando County Citizen  
Josh Schmitz, Water Resource Associates  
Jack Schefield, Withlacoochee Area Residents  
Joe Stapf, Hernando County Utilities Director  
Brent White, SWFWMD  
Tahla Paige, Recording Secretary

**4. Approval of Minutes of June 16, 2010 Meeting**

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

Following consideration, **a motion was made by Ms. Rocco to approve the minutes for the June 16, 2010 meeting. The motion was seconded by Mr. Damato and carried unanimously.**

**5. Water Conservation Grants to Local Governments**

Mr. Sullivan stated there were four grant requests received. Three were from Citrus, Hernando and Marion Counties to continue funding the county Water Conservation Coordinator programs. One was from the City of Wildwood to fund a well upgrade and add a second well. Mr. Sullivan stated the budget had enough funds to cover only the Water Conservation Audits. Mr. Sullivan recommended approving the grants for Citrus, Hernando and Marion Counties.

Following consideration, **a motion was made by Ms. Rocco to approve the recommendation to fund Citrus, Hernando and Marion Counties water conservation projects. The motion was seconded by Mr. Damato and carried unanimously.**

**6. Northern District Utility Outreach Program**

Mr. Brent White, Staff Water Conservation Analyst, SWFWMD, stated one of the challenges of the program is to create a sense of teamwork, instead of a sense of competition. He stated the Utility Outreach Program's goals are improving the interaction in the water supply planning and permitting process, to enforce and increase the realization

and incorporation of water conservation initiatives as an overall supply strategy, and to improve relations with all 170 public supply utilities within the SWFWMD. Mr. White stated the key program goals are to reduce per capita water use, improve interaction between the population and demand projections during permitting to help streamline the process, and develop alternative water supply strategies including water conservation and various partnerships. He provided an in-depth presentation on these areas.

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

Mr. Damato asked if the census and population growth affected the Outreach Program. Mr. White stated population growth figures were used to update future use projections. Mr. Damato asked if the Outreach Program was designed to help local counties with writing a landscaping ordinance, and Mr. White replied they definitely were. Mr. Damato told Ms. Cara Martin, Community Affairs Program Manager, SWFWMD, that he would be contacting her on the matter.

**7. Update on Response to Federal Energy Regulatory Commission – Re: Inglis Hydropower Project**

Mr. Peter Hubbell, Water Resource Associates, gave a presentation on the Inglis Hydropower Project, stating most of the information was obtained from the application to the Federal Energy Regulation Commission (FERC). He said this project would be located at the Inglis Bypass Structure and the concerns were the potential impacts on future water supply projects in the Lake Rousseau and the Lower Withlacoochee River areas. He recommended the following items:

- a. Draft a letter to the FERC requesting the WRWSA be added to the list of contact agencies;
- b. Meet with SWFWMD to determine any impacts on future water supply development;
- c. Request a meeting with Hydropower to continue discusses and invite SWFWMD to have a joint meeting to discuss concerns about the project;
- d. Develop a position on the Inglis Hydropower Project for the WRWSA; and
- e. Report back to the WRWSA at the October meeting with a recommendation.

Mr. Webb and Mr. Damato expressed concerns about the amount of water to be used by such a project and the affect on minimum flows and levels.

Following consideration, **a motion was made by Mr. McClain to approve the recommendations for the Inglis Hydropower Project. The motion was seconded by Mr. Damato and carried unanimously.**

A consensus of the WRWSA Board showed concern for the lack of noticing to local government agencies for this project. Mr. Haag stated that not even Citrus County was contacted.

## **8. Executive Director's Report**

### **a. Bills to be Paid**

Mr. Sullivan provided a handout to the Board detailing June 2010 bills which totaled \$31,209.95. Mr. Sullivan requested the Board approve the payment of those bills.

Following consideration, **a motion was made by Ms. Fitos to approve payment of the June 2010 bills totaling \$31,209.95. The motion was seconded by Mr. Bartell and carried unanimously.**

### **b. Mission Statement**

Mr. Sullivan stated several Board members suggested at the June 2010 meeting that the WRWSA needed a mission statement which could be incorporated into its correspondence, web page and other documents. Mr. Damato sent Mr. Sullivan a mission statement which Mr. Sullivan, Mr. Hubbell, and Ms. Salz reviewed and edited. Mr. Sullivan stated a copy had been provided in the Board Package for review. Mr. Damato approved of the changes made to his original document. The mission statement reads as follows:

*The WRWSA is a multi-county special district of the State of Florida charged with planning for and developing cost efficient, high quality water supplies for its member governments. The Authority promotes environmental stewardship through its water conservation programs and in the future will develop alternative water sources to augment groundwater supplies to meet the region's long-term needs.*

Following consideration, **a motion was made by Ms. Rocco to approve the mission statement as presented. The motion was seconded by Mr. Damato and carried unanimously.**

### **c. Memo to Ocala Star Banner – Re: Public Records**

Enclosed in the board packet is a copy of questions received from the reporter, Mr. Bill Thompson, Ocala Star Banner, and the memorandum written in response to his questions.

### **d. Correspondence**

Mr. Sullivan reviewed the following Correspondence:

- (1) He had prepared letters to President Obama and Governor Crist requesting information on plans made to protect our shoreline, rivers, springs and homes from hurricane storm surge and misting of oil from wave and wind action; and he asked about contingency plans for how a desalination plant might operate if oil intrusion occurred.
- (2) He sent letters to Ms. Patricia Koch, Mr. Frank Heath, and Mr. James Bitter to answer their concerns about the intent of the WRWSA to move groundwater from Citrus to Hernando County. Mr. Grubman was copied and replied to the letter by e-mail to Mr. Sullivan; and Mr. Sullivan responded to Mr. Grubman by e-mail.

- (3) Mr. Sullivan included the transmittal letters to the County Administrators and the Ocala City Manager with enclosed copies of the WRWSA adopted budget.
- (4) A letter was sent to John Ferguson, SWFWMD, requesting the WRWSA joint Phase VII program be reoriented toward refining long-range plans for infrastructure development (i.e. the Regional Framework).
- (5) A letter was received on the City of Ocala's Xeriscape Project grant which WRWSA funded this fiscal year. The funding was scheduled to begin September 16, 2009 when the actual contract was signed. However, due to a misunderstanding, the City of Ocala began the project as soon as the grant application was approved at the June 2009 WRWSA meeting. The majority of work was done prior to September 16. The grant was for \$8,000, and the City of Ocala completed the project for \$6,632.49. Mr. Sullivan recommended reimbursement to the City the full amount of \$6,632.49.

Following consideration, **a motion was made by Mr. Damato to approve payment of \$6,632.49 to the City of Ocala. The motion was seconded by Mr. McClain and carried unanimously.**

**e. News Articles**

Mr. Sullivan provided news articles on water supply issues relating to areas both regional and statewide. This item was presented for the Board's information; no action was required.

**9. Legislative Update**

Ms. Dianne Salz reported she would continue to track Senate Bill 550, which covers a broad spectrum of issues and includes legislation on a septic tank inspection program. She stated the purchase of Three Sisters Springs should be completed by the end of July. Ms. Salz stated that Senator Charlie Dean was honored to be recognized by the Authority and will attend the September 2010 meeting to accept an Appreciation Award from the Authority.

Mr. Damato stated he attended the City of Crystal River meeting for the purchase of the Three Sisters Springs, which is the "Gem of the Nature Coast." He felt it was an historical meeting.

**10. Attorney's Report**

Mr. Hagg reviewed his recommendations for record retention and copying. Discussion ensued and the consensus was to follow current Florida State Statutes.

Following consideration, **a motion was made by Ms. Fitos to follow Mr. Hagg's recommendations and have him prepare a policy for approval at the next WRWSA meeting. The motion was seconded by Ms. Rocco and carried unanimously.**

Mr. Hagg reviewed the Florida Statutes, Section 373.1962 (7) which states to add a county or municipality to the board would require a majority vote of its voting members. He stated the WRWSA would require a minimum of 10 votes to add a new county or city to the board.

#### **11. Other Business**

Mr. Richard Radacky, Interim Public Works Director, City of Brooksville, gave an overview on Skyland Utilities, Inc. (Skyland) indicating it wished to develop utilities in southeast Hernando County and northeast Pasco County areas, and had applied for a utility certificate in water and wastewater services with the Florida Public Service Commission. He said Skyland is a subsidiary of Evans Properties, which is mostly citrus and cattle and has large holdings (approximately 43,000 acres) throughout the central portion of the state, and Mr. Evans, the owner of Evans Properties, is also the manager of Skyland Utilities. Mr. Radacky expressed concerns of water being distributed outside Hernando and Pasco Counties to Mr. Evans' properties. He requested that the WRWSA monitor the Skyland application submitted to the Florida Public Service Commission. If Skyland intends to remove water from the area, the WRWSA should object to it and protect the area water supply.

Mr. Joe Stapf, Utilities Director, Hernando County, stated Hernando County had not been contacted by Skyland to request servicing the area and permits had not been applied for from either Hernando and Pasco Counties or SWFWMD. Extensive discussion occurred with consensus reached to monitor the situation and prevent water being transferred outside the counties.

Following consideration, **a motion was made by Ms. Druzbeck to have a letter written to the Florida Public Service Commission (FPSC) strongly opposing Skyland creating a utility to transfer water outside of Hernando and Pasco Counties, and to have Mr. Sullivan testify to the FPSC against this project. The motion was seconded by Ms. Rocco and carried unanimously.**

#### **12. Public Comment**

Mr. Dan Hilliard, Withlacoochee Area Residents, Inc. (WAR) gave handouts to the WRWSA on an alternative water source for the northern planning area capturing water by moving the canal control structure and lock six miles below the Inglis Lock. He stated the era of cheap water was over, cost of alternative water supplies is high, and WAR was concerned about the cumulative impacts on the region.

Mr. Webb asked the information be given to Mr. Hubbell for review and a report be given at the October WRWSA meeting.

#### **13. Next Meeting Time and Location**

Mr. Sullivan recommended keeping with normal summer schedule that the WRWSA not meet in August. He indicated that any business requiring the WRWSA review could wait until the September 15 meeting. By consensus the members agreed.

The next meeting is scheduled for September 15, 2010 at 4:30 p.m., at the Southwest Florida Water Management District Headquarters, Governing Board Room, 2379 Broad Street (US 41 South), Brooksville, FL 34604.



**14. Adjournment**

Chairman Hoffman announced there was no further business or discussion to come before the Board and adjourned the meeting at 6:48 p.m.

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Richard Hoffman, Chairman

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Jackson E. Sullivan, Executive Director





**MEMORANDUM****September 1, 2010****To: Board of Directors, WRWSA****From: Jack Sullivan, WRWSA****RE: Report on Progress re: FERC Inglis Hydropower Application**

As presented at the July Board meeting, Inglis Hydropower, LLC has submitted a license application for the construction and operation of a hydroelectric power plant to the Federal Energy Regulatory Commission. The permit was originally applied for in December 2008. This facility is proposed to be located at the existing Inglis Bypass Spillway located on Lake Rousseau. The plant will be a "run of the river" facility meaning that it will only generate electricity when water is routed down the bypass canal during both normal and high water conditions and when the lower Withlacoochee River is in need of additional fresh water flows.

The project has been in the review process for approximately a year and one-half, but the WRWSA has not been included as one of the commenting agencies. The application and its potential implications to the Authority's water supply planning process have only come to light over the past month.

The WRWSA and its consultants are in the process of reviewing the application and determining any potential impacts to future water supply projects that have been identified for the Withlacoochee River, Lake Rousseau or the Crystal River Desalination Project. This will include a review of the project's anticipated regulation schedule and the implications it may have on water withdrawals and water quality. These concerns include:

- Minimum Flows for the lower Withlacoochee River and Lake Rousseau
- Alteration of regulation schedule for the Lake Rousseau pool
- Establishment of prior rights through a SWFWMD WUP allocation
- Does it conflict with water supply plans of SWFWMD and the WRWSA?
- Potential impact to the Authority's ability to develop Rousseau or other Withlacoochee River projects as alternative water supplies

At your July Board meeting, WRA provided a proposed course of action for the Authority to take with respect to this project. It included:

- Develop letter to FERC requesting the WRWSA be added to list of commenting agencies
- Meet with SWFWMD to discuss implications of power project to alternative water supply development options
- Request meeting with Hydropower to discuss project and WRWSA project concerns
- Develop an Authority position regarding power project
- Report back to the WRWSA Board at their October meeting with staff recommendation

The Executive Director and the Authority's consultant will update the Board on progress with regard to the project and the course of action.



**MEMORANDUM****September 1, 2010****To: Board of Directors, WRWSA****From: Jack Sullivan, Executive Director****RE: Report on Discussions re: Use of Cross Florida Barge Canal (CFBC) as a Water Supply**

During the public comment portion of the Board's July meeting, Dan Hilliard from the Withlacoochee Area Residents, Inc. (WAR) addressed the potential of utilizing the CFBC as a potential future water source. WAR's concern is the potential impacts to both groundwater and surface water resources due to their development as potential water supplies in the future to meet water demands within the WRWSA. The WAR concept is to utilize perceived "wasted" fresh water as it flows to tide from Lake Rousseau and springs that discharge into the CFBC.

The WAR concept (attached) is to place a saltwater barrier in the CFBC 6-miles downstream of the Inglis Lock to create a freshwater reservoir. This reservoir would maintain a 2-foot head over average water levels of the existing canal. Their anticipated benefit of this project would be a created reservoir that would store a significant freshwater resource for public water supply development. A secondary benefit would be an improvement of water quality in the Upper Floridan aquifer in the immediate vicinity of the CFBC.

The WRWSA and its consultants are in the process of reviewing the concept to determine if it has merit for consideration in its future water supply planning process. This review process will include a meeting with the SWFWMD to discuss the potential benefits and issues regarding such a project and a follow-up meeting to discuss the concept with WAR representatives.

The Executive Director and the Authority's consultant will update the Board on progress with regard to the concept and a potential course of action.

WRWSA – 21 July 2010 @ SWFWMD HQ, BKV

---Introduction: Dan Hilliard, WAR, Inc (501.C3) PO Box 350 Inglis, FL.

1. Altered water bodies: Unintended consequences and unexpected opportunities.

-Kissimmee River

-CFBC: - CFBC reduced flows to LR ~29% and was never used

2. Era of cheap water is over

3. Cost of alternative water supply is high.

4. We are Pessimists because....

Average system flow - ~1460 CFS of which 40% originates as base flow

-10 CFS = 6.46 MGD

WSA proposals for withdrawal in Withlacoochee River Basin

1. Ground water - 32.5 MGD

2. Surface water - 60 MGD

Total - **92.5 MGD or 143.12 CFS**

Cost - ~ \$800 Million

- 9.8% of total system flow

- 13.8% of contribution to Lower River via Bypass Spillway

-Bypass Spillway - 1037 CFS annual average

- Inglis Dam - 423 CFS annual average (273.4 MGD)

7/24 spring/leak at dam - **70 CFS (45 MGD)**

CFBC (PEF) - **50 CFS (32.3 MGD)**

Total **120 CFS (77.3 MGD)**

PEF Cooling water withdrawal in CFBC - **190 CFS or 122 MGD**

-SWFWMD has directed PEF to examine alternative water supplies for plant use in lieu of ground water.

Cumulative withdrawal from system:

-Daily low water average - 263.12 CFS

-Annual average - 333.12 CFS



System contribution to estuary will be reduced by 18-23%

We are concerned these cumulative impacts may not be consistent with Federal Statute (s) in context of NEPA, CWA among others. We are deeply concerned that the State is missing a golden opportunity to meet its objectives while achieving maximum efficiency in use of this very valuable resource.

Alternatives: Northern Water Plan Submission to SWFWMD 7-15-10

### **Long Pipelines?**

Monroe County population 2004 estimated @ 81,000+

Tourist population surge..... ~2X

FCAA production capacity is..... ~24 MGD: source FCAA

-nominal volume as of July 2010: 17 MGD

130 mile pipeline, begins with 36" diameter

Distance from:

Inglis Dam to Villages (straight line) - approx. 33 miles

Inglis Dam to Ocala (straight line) - approx. 30 miles



## **An Alternative Water Source for the Northern Planning Area**

The 2010 Regional Water Supply Plan for the Northern Region outlines options to address anticipated demand by increasing supplies 92.5 MGD at a cost of \$800M. We believe implementing these projects will result in additional reductions in flow to the lower segment of the Withlacoochee River (I-WR) which currently receives inadequate freshwater inflow from the system's watershed to maintain healthy wetland and estuarine ecosystems in the lower river.

The upper segment of the WR (u-WR) and Barge Canal (BC) currently shunt an annual average of 350 MGD of freshwater directly to the Gulf. If the cooling water intake system (CWIS) proposed by Progress Energy (PEF) for the Levy Co. nuclear facility is implemented as planned, this potential freshwater supply will be converted to steam and permanently lost. PEF has been advised by SWFWMD to seek alternative fresh water sources to replace on-site groundwater consumption at the proposed Levy generating facility.

We propose capturing freshwater inflows to the u-WR and BC that would otherwise be wasted by installing a saltwater barrier in the canal similar to the one evaluated in Option 2 in the 2004 URS Lower River Restoration Alternatives Feasibility Study (fig. 5). Moving the canal control structure and lock six miles below the Inglis Lock will allow an impoundment of 1.5 B gal +, assuming a 2 foot head is maintained above current average water. Option 2 also includes diverting the water volume from the spillway for discharge into the u-WR via the Inglis Dam control structure. Combined with the 350 MGD lost via the canal, an average total freshwater inflow of 1.2 BGD would be available to resupply the impoundment (equivalent to 67% of total capacity). We also note the total 2004 estimated construction costs for Option 2 (dams, control structures and lock) was approximately \$26 M. The \$ 770M+ difference between impoundment related construction costs relative to estimated cost of supply projects proposed in the 2010 "Study Plan" projects appear to be more than sufficient to cover treatment and distribution infrastructure costs necessary for addressing specific regional water demands.

A significant co-benefit of placing a saltwater barrier in the lower reach of the BC is groundwater remediation. Figures 1 and 2, from Faulkner's 1972 assessment of the Canal's impact, show a marked reduction of potential of the unconfined upper Floridan. This is the principal rationale for locating a control structure further west than proposed in the URS evaluation. Maximum drainage from canal construction (red contours on fig.2) is centered west of US19.

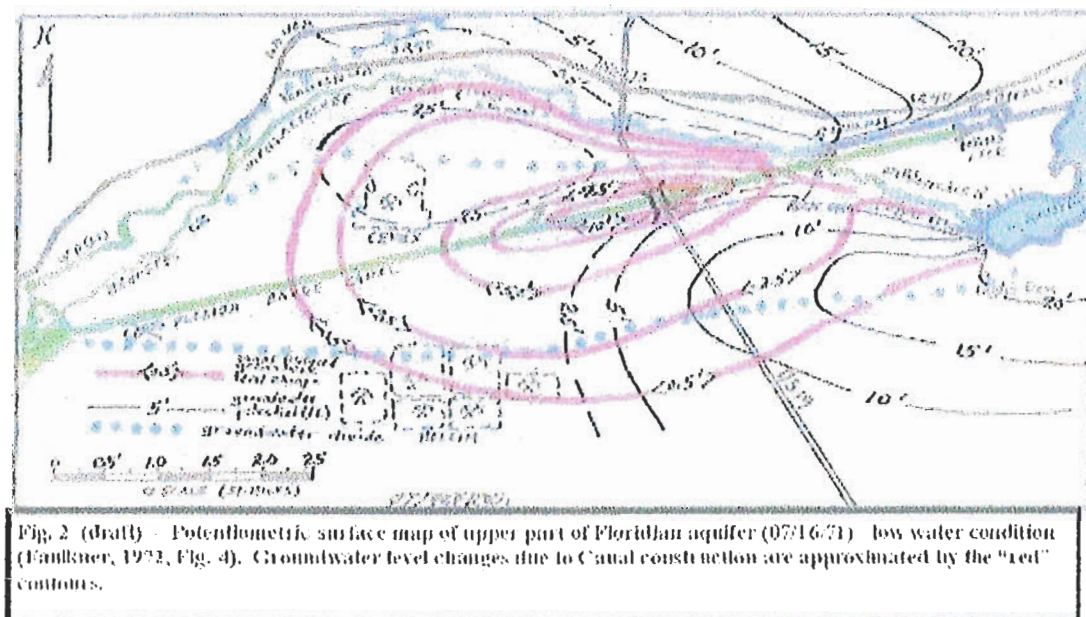
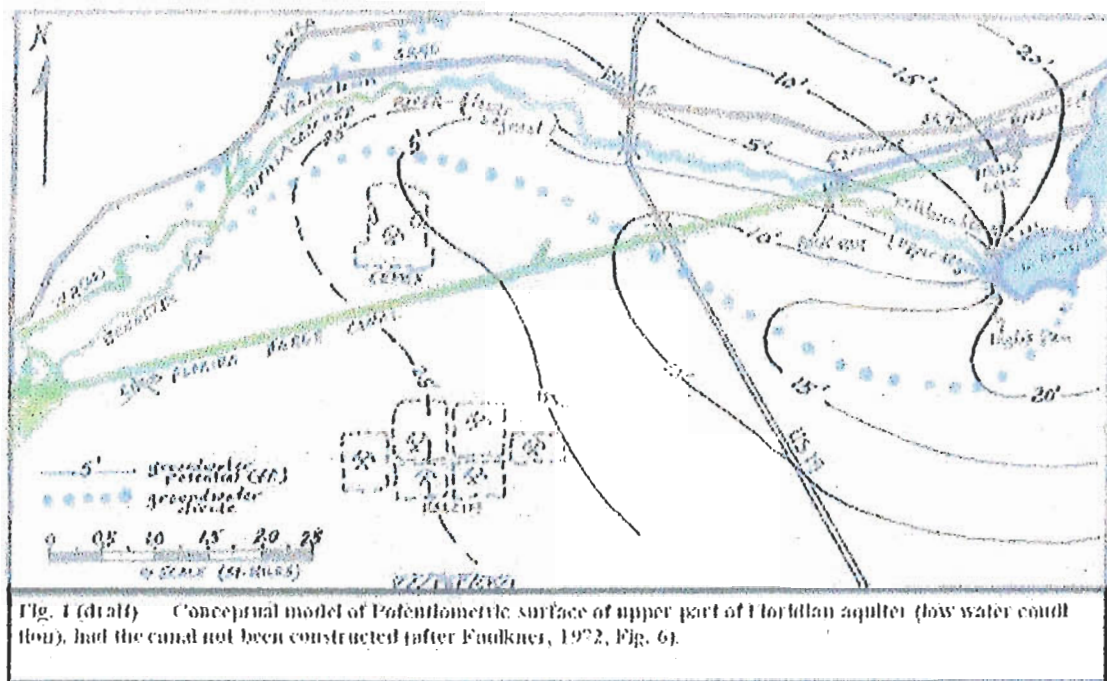
Figure 3 represents the additional drainage of the upper Floridan related to deep, bimerock mining. This has resulted in inland migration of seawater and leakage of S04-rich water from deeper, semiconfined zones. Maintaining a stable higher stage in the impoundment will partially, but significantly, mitigate some of the degradation that has occurred in the last 40 years. A canal impoundment stage 2 to 3 ft. higher than existing tidal stage will flush contaminated shallow groundwater, documented on both sides of the canal, and improve wetlands drained by the canal and deep mining.

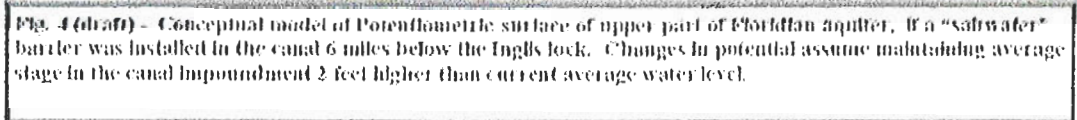
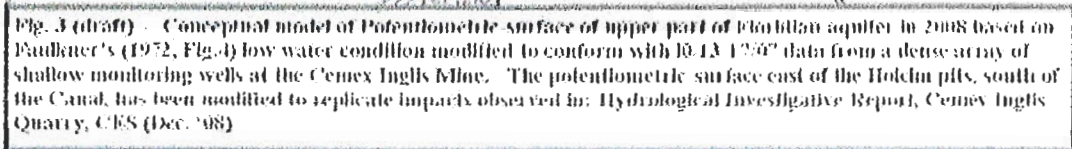
Figure 4 represents a conceptual model that attempts to approximate the degree of expected improvement in potential for the upper Floridan aquifer adjacent to the canal and left bank of the u-WR segment. Flushing seawater and mineralized contaminants from the aquifer would add 70-80 MG of fresh ground water to the system. When combined with increased retention of groundwater further inland on both sides of the canal, the total increase in fresh groundwater would conservatively exceed 200MG. These estimates assume an average 10% "effective" porosity in the upper 45 ft of the aquifer. Restoring 200 + MGD to the "thin" freshwater saturated zone of this coastal, karst aquifer would be a very significant driver for arresting and mitigating some of the widespread damaged to coastal wetlands along this segment of the coast.

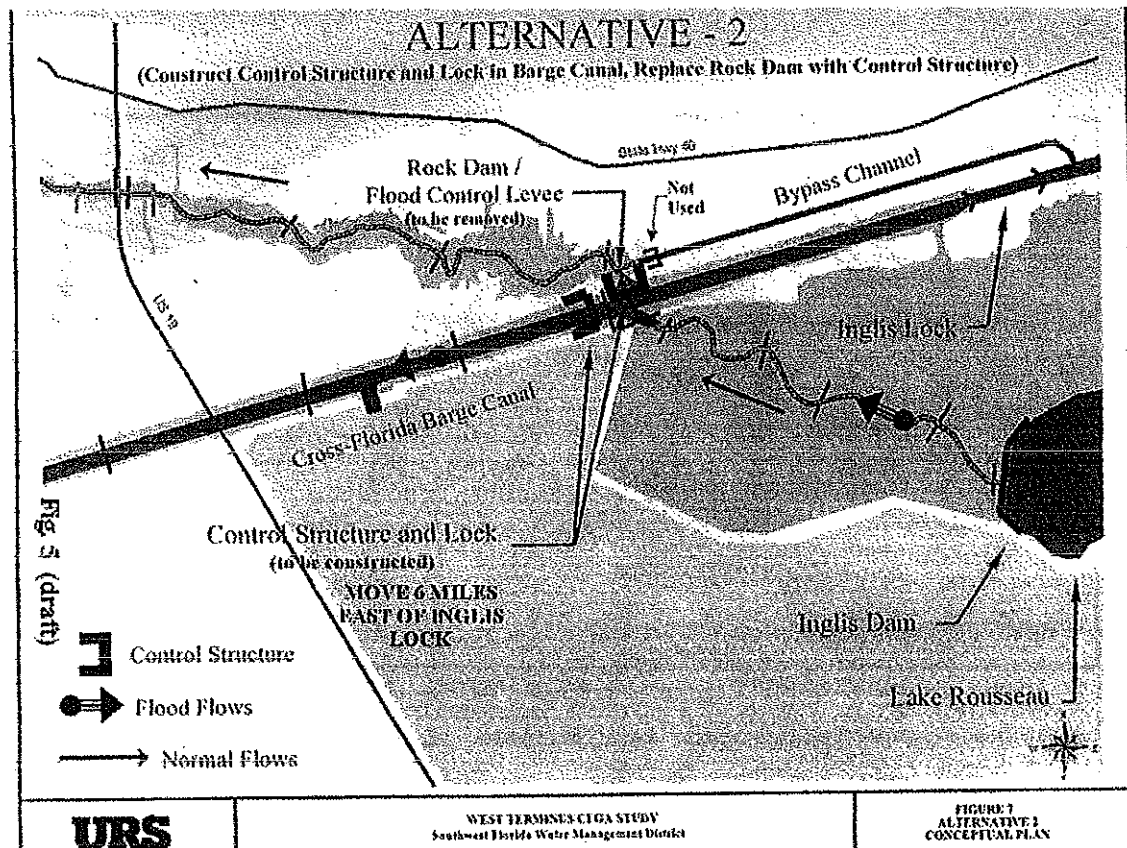
Withlacoochee Area Residents, Inc. (501.C3)  
7/14/2010

Attachments: Figures 1-5















ACCOUNTANTS' COMPILATION REPORT

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

We have compiled the accompanying financial statements of the business-type activities and major fund of Withlacoochee Regional Water Supply Authority, an Independent Special District, as of and for the three months and nine months ended June 30, 2010, which collectively comprise the District's basic financial statements, in accordance with *Statements on Standards for Accounting and Review Services*, issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting, in the form of financial statements and supplementary schedules, information that is the representation of management. We have not audited or reviewed the accompanying financial statements and supplementary information and, accordingly, do not express an opinion or any other form of assurance on them.

The budgetary comparison information, on page 4, is not a required part of the basic financial statements but are supplementary information required by the Governmental Accounting Standards Board. We have compiled the supplementary information from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the supplementary information.

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

*Purvis Gray and Company*

August 27, 2010  
Tallahassee, Florida

**Certified Public Accountants**

443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144 • FAX (850) 224-1762

MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS  
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

**Withlacoochee Regional Water Supply Authority**  
**STATEMENT OF NET ASSETS**  
**As of June 30, 2010**

**ASSETS**

**CURRENT ASSETS**

|                                      |              |
|--------------------------------------|--------------|
| Cash in Bank - SunTrust              | \$ 769.22    |
| Cash in Bank - LGIP                  | 359,298.33   |
| Cash in Bank - Fund B                | 7,786.15     |
| Cash in Bank - LGIP/Citrus Revenue   | 1,142,809.56 |
| Cash in Bank - Fund B/Citrus Revenue | 20,669.60    |
| Accounts Receivable - SWFWMD         | 34,000.00    |

**Total Current Assets** 1,565,332.86

**PROPERTY AND EQUIPMENT**

|                          |                |
|--------------------------|----------------|
| Equipment                | 1,559.85       |
| Accum Deprec - Equipment | (1,559.85)     |
| Citrus Co. Wellfield     | 4,895,231.21   |
| Accum Deprec - Wellfield | (2,773,967.44) |

**Total Property and Equipment** 2,121,263.77

**TOTAL ASSETS** \$ 3,686,596.63

**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES**

|                                     |           |
|-------------------------------------|-----------|
| Accounts Payable - Special Projects | 28,276.50 |
| Accounts Payable - General          | 15,091.85 |
| Accounts Payable - Retainage        | 19,085.00 |

**Total Current Liabilities** 62,453.35

**NET ASSETS**

|                              |              |
|------------------------------|--------------|
| Unrestricted                 | 1,502,879.51 |
| Investment in Capital Assets | 2,121,263.77 |

**Total Net Assets** 3,624,143.28

**TOTAL LIABILITIES AND NET ASSETS** \$ 3,686,596.63

**Withlacoochee Regional Water Supply Authority**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS**  
**For the Period Ended June 30, 2010**

|                                  | 3 months ended<br>June 30, 2010 | %               | 9 months ended<br>June 30, 2010 | %               |
|----------------------------------|---------------------------------|-----------------|---------------------------------|-----------------|
| <b>REVENUE</b>                   |                                 |                 |                                 |                 |
| Citrus Co. Assessments           | \$ 6,747.04                     | 4.50 %          | \$ 20,241.12                    | 5.40 %          |
| Hernando Co. Assessments         | 7,833.08                        | 5.22 %          | 23,499.24                       | 6.27 %          |
| Sumter Co. Assessments           | 4,419.12                        | 2.95 %          | 13,257.36                       | 3.54 %          |
| City of Ocala Assessments        | 2,586.95                        | 1.72 %          | 7,760.85                        | 2.07 %          |
| Marion County Assessment         | 13,060.41                       | 8.70 %          | 39,181.23                       | 10.45 %         |
| Citrus Co Facilities Recovery    | 40,896.75                       | 27.25 %         | 122,690.25                      | 32.73 %         |
| Citrus County Wild Admin Recov   | 14,188.74                       | 9.46 %          | 42,566.22                       | 11.35 %         |
| SWFWMD 07-08 Ph II & VII Fund    | 0.00                            | 0.00 %          | 34,000.00                       | 9.07 %          |
| 08-09 Marion County Reentry      | 60,322.50                       | 40.20 %         | 71,685.00                       | 19.12 %         |
| <b>Total Revenue</b>             | <b>150,054.59</b>               | <b>100.00 %</b> | <b>374,881.27</b>               | <b>100.00 %</b> |
| <b>OPERATING EXPENSES</b>        |                                 |                 |                                 |                 |
| Consulting Executive Director    | 24,999.99                       | 16.66 %         | 74,999.97                       | 20.01 %         |
| Advertising                      | 300.32                          | 0.20 %          | 1,077.09                        | 0.29 %          |
| Bank Charges                     | 96.00                           | 0.06 %          | 243.75                          | 0.07 %          |
| Registration/Dues                | 0.00                            | 0.00 %          | 175.00                          | 0.05 %          |
| Legal - Monthly Meeting          | 1,500.00                        | 1.00 %          | 4,000.00                        | 1.07 %          |
| Legal - Other Services           | 2,386.07                        | 1.59 %          | 4,444.45                        | 1.19 %          |
| Office Supplies                  | 197.95                          | 0.13 %          | 938.69                          | 0.25 %          |
| Printing & Reproduction          | 6.94                            | 0.00 %          | 22.18                           | 0.01 %          |
| Postage                          | 392.86                          | 0.26 %          | 842.04                          | 0.22 %          |
| Audit                            | 0.00                            | 0.00 %          | 7,800.00                        | 2.08 %          |
| Bookkeeping/Financial Asst.      | 450.00                          | 0.30 %          | 900.00                          | 0.24 %          |
| Publications/Software            | 0.00                            | 0.00 %          | 99.98                           | 0.03 %          |
| Web Page/Internet Services       | 749.70                          | 0.50 %          | 2,329.05                        | 0.62 %          |
| Telephone                        | 1,077.76                        | 0.72 %          | 3,076.05                        | 0.82 %          |
| Travel                           | 3,438.29                        | 2.29 %          | 9,629.64                        | 2.57 %          |
| Engineer Maint Rpt CABWSF        | 0.00                            | 0.00 %          | 4,200.00                        | 1.12 %          |
| Legislative Consultant           | 9,999.00                        | 6.66 %          | 29,997.00                       | 8.00 %          |
| 06-07 RWSP Phase II Proj Feas    | 0.00                            | 0.00 %          | 45,900.00                       | 12.24 %         |
| Marion County Integration Proj   | 60,322.50                       | 40.20 %         | 71,685.00                       | 19.12 %         |
| 08-09 Hernando Wtr Conservation  | 0.00                            | 0.00 %          | 15,607.16                       | 4.16 %          |
| 08-09 Marion Wtr Conservation    | 14,020.00                       | 9.34 %          | 14,020.00                       | 3.74 %          |
| FY10 WRA Contr - Eng/Ping Suprt  | 9,709.06                        | 6.47 %          | 18,640.63                       | 4.97 %          |
| FY10 Hernando Water Conserve     | 15,707.55                       | 10.47 %         | 15,707.55                       | 4.19 %          |
| FY10 Crystal Rvr Reuse Study     | 8,000.00                        | 5.33 %          | 8,000.00                        | 2.13 %          |
| <b>Total Operating Expenses</b>  | <b>153,353.99</b>               | <b>102.20 %</b> | <b>334,335.23</b>               | <b>89.18 %</b>  |
| <b>Operating Income (Loss)</b>   | <b>(3,299.40)</b>               | <b>(2.20)%</b>  | <b>40,546.04</b>                | <b>10.82 %</b>  |
| <b>OTHER INCOME</b>              |                                 |                 |                                 |                 |
| Interest Income SBA 1            | 156.08                          | 0.10 %          | 430.00                          | 0.11 %          |
| Interest Income SBA 2            | 896.04                          | 0.60 %          | 2,354.14                        | 0.63 %          |
| Unrealized Gains on SBA Accounts | 9,432.50                        | 6.29 %          | 9,432.50                        | 2.52 %          |
| <b>Total Other Income</b>        | <b>10,484.62</b>                | <b>6.99 %</b>   | <b>12,216.64</b>                | <b>3.26 %</b>   |
| <b>Net Income (Loss)</b>         | <b>\$ 7,185.22</b>              | <b>4.79 %</b>   | <b>\$ 52,762.68</b>             | <b>14.07 %</b>  |

See Accountant's Compilation Report

ACCOMPANYING SUPPLEMENTARY INFORMATION

**Withlacoochee Regional Water Supply Authority**  
**BUDGET TO ACTUAL**  
For the Period Ended June 30, 2010

|                                 | <u>9 months ended</u><br><u>June 30, 2010</u> | <u>9 months ended</u><br><u>June 30, 2010</u> | <u>Variance</u><br><u>Over/(Under)</u> | <u>Annual</u><br><u>Budget</u> | <u>Budget</u><br><u>Remaining</u> |
|---------------------------------|-----------------------------------------------|-----------------------------------------------|----------------------------------------|--------------------------------|-----------------------------------|
|                                 | <u>Actual</u>                                 | <u>Budget</u>                                 | <u>Budget</u>                          |                                |                                   |
| <b>REVENUE</b>                  |                                               |                                               |                                        |                                |                                   |
| Citrus Co. Assessments          | \$ 20,241.12                                  | \$ 20,241.12                                  | \$ 0.00                                | \$ 26,988.16                   | \$ 6,747.04                       |
| Hernando Co. Assessments        | 23,499.24                                     | 23,499.24                                     | 0.00                                   | 31,332.32                      | 7,833.08                          |
| Sumter Co. Assessments          | 13,257.36                                     | 13,257.36                                     | 0.00                                   | 17,676.48                      | 4,419.12                          |
| City of Ocala Assessments       | 7,760.85                                      | 7,760.85                                      | 0.00                                   | 10,347.80                      | 2,586.95                          |
| Marion County Assessment        | 39,181.23                                     | 39,181.23                                     | 0.00                                   | 52,241.64                      | 13,060.41                         |
| Citrus Co Facilities Recovery   | 122,690.25                                    | 122,690.25                                    | 0.00                                   | 163,587.00                     | 40,896.75                         |
| Citrus County Wild Admin Recov  | 42,566.22                                     | 42,566.22                                     | 0.00                                   | 56,754.96                      | 14,188.74                         |
| SWFWMD 07-08 Ph II & VII Fund   | 34,000.00                                     | 49,500.00                                     | (15,500.00)                            | 66,000.00                      | 32,000.00                         |
| 08-09 Marion County Reentry     | 71,885.00                                     | 57,138.75                                     | 14,546.25                              | 76,185.00                      | 4,500.00                          |
| <b>Total Revenue</b>            | <b>374,881.27</b>                             | <b>375,835.02</b>                             | <b>(953.75)</b>                        | <b>501,113.36</b>              | <b>126,232.09</b>                 |
| <b>OPERATING EXPENSES</b>       |                                               |                                               |                                        |                                |                                   |
| Consulting Executive Director   | 74,999.97                                     | 74,999.97                                     | 0.00                                   | 99,999.96                      | 24,999.99                         |
| Advertising                     | 1,077.09                                      | 750.01                                        | 327.08                                 | 1,000.00                       | (77.09)                           |
| Bank Charges                    | 243.75                                        | 300.01                                        | (56.26)                                | 400.00                         | 156.25                            |
| Registration/Dues               | 175.00                                        | 937.52                                        | (762.52)                               | 1,250.00                       | 1,075.00                          |
| Legal - Monthly Meeting         | 4,000.00                                      | 4,500.00                                      | (500.00)                               | 6,000.00                       | 2,000.00                          |
| Legal - Other Services          | 4,444.45                                      | 10,500.02                                     | (6,055.57)                             | 14,000.00                      | 9,555.55                          |
| Office Supplies                 | 938.69                                        | 1,125.00                                      | (186.31)                               | 1,500.00                       | 561.31                            |
| Printing & Reproduction         | 22.18                                         | 750.01                                        | (727.83)                               | 1,000.00                       | 977.82                            |
| Postage                         | 842.04                                        | 1,125.00                                      | (282.96)                               | 1,500.00                       | 657.96                            |
| Audit                           | 7,800.00                                      | 6,450.02                                      | 1,349.98                               | 8,600.00                       | 800.00                            |
| Bookkeeping/Financial Asst.     | 800.00                                        | 1,350.00                                      | (450.00)                               | 1,800.00                       | 900.00                            |
| Publications/Software           | 99.98                                         | 562.50                                        | (462.52)                               | 750.00                         | 650.02                            |
| State Fees/Assessments          | 0.00                                          | 150.02                                        | (150.02)                               | 200.00                         | 200.00                            |
| Web Page/Internet Services      | 2,329.05                                      | 1,125.00                                      | 1,204.05                               | 1,500.00                       | (829.05)                          |
| Telephone                       | 3,076.05                                      | 3,375.00                                      | (298.95)                               | 4,500.00                       | 1,423.95                          |
| Travel                          | 9,629.64                                      | 11,250.00                                     | (1,620.36)                             | 15,000.00                      | 5,370.36                          |
| Engineer Maint Rpt CABWSF       | 4,200.00                                      | 6,000.00                                      | (1,800.00)                             | 6,000.00                       | 1,800.00                          |
| Legislative Consultant          | 29,997.00                                     | 29,997.00                                     | 0.00                                   | 39,996.00                      | 9,999.00                          |
| 06-07 RWSP Phase II Proj Feas   | 45,900.00                                     | 82,000.00                                     | (36,100.00)                            | 82,000.00                      | 36,100.00                         |
| 06-07 RWSP Ph VII MFL Anal      | 0.00                                          | 37,500.02                                     | (37,500.02)                            | 50,000.00                      | 50,000.00                         |
| Marion County Integration Proj  | 71,885.00                                     | 57,138.75                                     | 14,546.25                              | 76,185.00                      | 4,500.00                          |
| 08-09 Hernando Wtr Conservation | 15,607.16                                     | 0.00                                          | 15,607.16                              | 0.00                           | (15,607.16)                       |
| 08-09 Citrus Wtr Conservation   | 0.00                                          | 24,999.75                                     | (24,999.75)                            | 33,333.00                      | 33,333.00                         |
| 08-09 Marion Wtr Conservation   | 14,020.00                                     | 0.00                                          | 14,020.00                              | 0.00                           | (14,020.00)                       |
| 08-09 North Sumter Data Coll.   | 0.00                                          | 18,750.01                                     | (18,750.01)                            | 25,000.00                      | 25,000.00                         |
| FY10 WRA Contr - Eng/Plng Suprt | 18,640.63                                     | 18,750.01                                     | (109.38)                               | 25,000.00                      | 6,359.37                          |
| FY10 Marion Water Conservation  | 0.00                                          | 17,249.99                                     | (17,249.99)                            | 23,000.00                      | 23,000.00                         |
| FY10 Hernando Water Conserve    | 15,707.55                                     | 34,124.99                                     | (18,417.44)                            | 45,500.00                      | 29,792.45                         |
| FY10 Citrus Water Conservation  | 0.00                                          | 28,125.00                                     | (28,125.00)                            | 37,500.00                      | 37,500.00                         |
| FY10 Belleview Strmwtr Reuse    | 0.00                                          | 5,999.99                                      | (5,999.99)                             | 8,000.00                       | 8,000.00                          |
| FY10 Crystal Rvr Reuse Study    | 8,000.00                                      | 5,999.99                                      | 2,000.01                               | 8,000.00                       | 0.00                              |
| FY10 Ocala Xeriscape Demo       | 0.00                                          | 5,999.99                                      | (5,999.99)                             | 8,000.00                       | 8,000.00                          |
| FY10 Dev of Governance Docs     | 0.00                                          | 37,499.99                                     | (37,499.99)                            | 50,000.00                      | 50,000.00                         |
| <b>Total Operating Expenses</b> | <b>334,335.23</b>                             | <b>529,385.56</b>                             | <b>(195,050.33)</b>                    | <b>676,513.96</b>              | <b>342,178.73</b>                 |
| <b>Operating Income (Loss)</b>  | <b>40,546.04</b>                              | <b>(153,550.54)</b>                           | <b>194,096.58</b>                      | <b>(175,400.60)</b>            | <b>(215,946.64)</b>               |
| <b>OTHER INCOME</b>             |                                               |                                               |                                        |                                |                                   |
| Interest Income SBA 1           | 430.00                                        | 0.00                                          | 430.00                                 | 0.00                           | (430.00)                          |
| Interest Income SBA 2           | 2,354.14                                      | 0.00                                          | 2,354.14                               | 0.00                           | (2,354.14)                        |
| Unrealized Gains on SBA Account | 9,432.50                                      | 0.00                                          | 9,432.50                               | 0.00                           | (9,432.50)                        |
| <b>Total Other Income</b>       | <b>12,216.64</b>                              | <b>0.00</b>                                   | <b>12,216.64</b>                       | <b>0.00</b>                    | <b>(12,216.64)</b>                |
| <b>Net Income (Loss)</b>        | <b>52,762.68</b>                              | <b>(153,550.54)</b>                           | <b>206,313.22</b>                      | <b>(175,400.60)</b>            | <b>(228,163.28)</b>               |

See Accountant's Compilation Report





**MEMORANDUM**

August 24, 2010

To: Board of Directors, WRWSA  
From: Jack Sullivan, Executive Director  
Re: Skyland Utilities Certification

As directed by the Board at its July 15, 2010 Board meeting, I contacted the Hernando County Attorney's office and ultimately talked with Geoffrey Kirk, Assistant Hernando County Attorney. Mr. Kirk advised me that the time for taking testimony had lapsed and further that no citizen comment for the record were being taken by the PSC. However, he suggested that I still write to Chairwoman Nancy Argenziano to make any additional arguments that I thought pertinent. He felt that the PSC staff would review my comments and take them into consideration.

I subsequently prepared and sent a letter to Ms. Argenziano on July 29. That letter is attached to this memorandum. Within the week, I received a telephone call from Ms. Karen Kharney (sp?) who provided the following information regarding my letter and the remaining process for processing the Skyland Utilities certification application:

1. The current certification application does not mention any sale of bulk water supplies. This information goes to my argument that sales of water outside Hernando and/or Pasco Counties may cause additional groundwater problems in this area.
2. Ms. Kharney (sp?) indicated that the staff would review and consider any pertinent information that the Authority provides. However, any information we present will not be part of the public record. It may have an impact on the staff when they make their recommendation to the Commission.
3. The application review and hearing process will unfold as follows:
  - a. The final public hearing has been continued to September 20, 2010.
  - b. After the September 20 hearing, the file will be closed and the attorneys for both sides will file briefs.
  - c. On November 16, the PSC staff will file its recommendation.
  - d. On November 30, the Skyland Utilities certification request will be placed on the PSC meeting agenda and voted on by the Commission.





July 29, 2010

Nancy Argenziano, Chairperson  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Re: Skyland Utilities, LLC Utility Certification (Docket No. 090478-WS)

Dear Madam Chair:

The Withlacoochee Regional Water Supply Authority (Authority) serving Hernando, Citrus, Sumter and Marion counties understands that Evans Properties, Inc. (Evans) has created a wholly owned utility company subsidiary (Evans Utility, Inc.) and has filed utility certification applications with the Florida Public Service Commission for three subsidiaries including Skyland Utilities, LLC. The Skyland application includes properties owned by Evans in Hernando and Pasco counties.

The Authority recently completed its Regional Water Supply Master Plan for its four member counties and the cities therein. It is our understanding that Evans through its subsidiary utilities intends to sell bulk water to parties outside its immediate holdings as well as serve customers in the southeastern portion of Hernando and Pasco counties. The Authority is concerned that granting a utility certification that may lead to continued reduction in groundwater in these areas of both Hernando and Pasco counties will exacerbate groundwater depletion problems in the area and may result in problems with minimum flows and levels that have been set by the Southwest Florida Water Management District.

Groundwater modeling prepared for the Authority in its Master Plan indicates a significant lowering of the groundwater table in these areas if future growth depends strictly on groundwater for potable water supply. The population in the Evans properties in Hernando and Pasco counties could best be served by Hernando or Pasco utilities that have water supplies from sources either away from this location or from alternative water supply sources.

Page 2  
Skyland Utilities, LLC

Granting a utility certificate to Evans Utilities, Inc. is not necessary and not in the best interests of the public. Hernando and Pasco county utilities are better positioned to serve the Evans properties. Certifying another utility to serve the area would result in a continuation of the depletion of groundwater in this area, which is in opposition to the long-term health of the water resource in this section of Hernando and Pasco counties.

Thank you for the opportunity to comment on this application. If further information is needed, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Jack Sullivan". The signature is written in a cursive, slightly stylized font.

Jackson E. Sullivan  
Executive Director

cc: Office of the Clerk, Public Service Commission  
WRWSA Board Members  
Larry Haag, WRWSA Attorney  
Joe Stapf, Hernando County Utilities  
Geoff Kirk, Assistant Hernando County Attorney  
Richard Radacky, Brooksville Public Works Director  
David Moore, Executive Director, SWFWMD





August 17, 2010

**DATA PROCESSING COMPILATION ENGAGEMENT LETTER**

Withlacoochee Regional Water Supply Authority  
Attn: Mr. Jackson E. Sullivan, Executive Director  
1107 Shalimar Drive  
Tallahassee, Florida 32312

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

1. We will compile, from information you provide, the quarterly statement of net assets and the related statements of revenues, expenses and changes in net assets of the Withlacoochee Regional Water Supply Authority (the Authority) for the period then ended and issue an accountants' report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles.

The objective of a compilation is to assist you in presenting financial information in the form of financial statements. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

You are responsible for:

- The preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
- Designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.
- Preventing and detecting fraud.
- Identifying and ensuring that the organization complies with the laws and regulations applicable to its activities.
- Making all financial records and related information available to us.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; tests of accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we do not express an opinion or provide any assurance regarding the financial statements being compiled.

**Certified Public Accountants**

Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872 • FAX (352) 732-0542

MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS  
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

Withlacoochee Regional Water Supply Authority  
Attn: Mr. Jackson E. Sullivan, Executive Director  
Tallahassee, Florida

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August 17, 2010

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

If, for any reason, we are unable to complete the compilations of your financial statements, we will not issue reports on such statements as a result of this engagement.

2. We will assist you by proposing standard, adjusting, or correcting journal entries to your financial statements as needed. We will provide you with these journal entries for your review and approval. If, while reviewing the journal entries, you determine that a journal entry is inappropriate, it will be your responsibility to contact us to correct it.
3. We will maintain a depreciation schedule fixed assets.
4. We will discuss such suggestions and recommendations concerning your accounting methods and financial affairs as we consider appropriate with you and/or your selected personnel.

The Authority is responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, or experience to oversee any bookkeeping services, tax services, or other services we provide. The Authority is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

I will be the partner in charge of the work described above. I will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it. I will be assisted by other staff in the firm whenever necessary.

Our fees are \$450 per quarter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter please sign the enclosed copy and return it to us.

Sincerely,

PURVIS, GRAY AND COMPANY, LLP



Mark A. White, C.P.A.  
Partner

MAW/cjp  
Enclosures

Withlacoochee Regional Water Supply Authority  
Attn: Mr. Jackson E. Sullivan, Executive Director  
Tallahassee, Florida

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August 17, 2010

**RESPONSE:**

The services and terms described above are acceptable to Withlacoochee Regional Water Supply Authority and are hereby agreed to.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_







U.S. Department of Homeland Security  
500 C Street, SW  
Washington, DC 20472

JAN 26 2010

**FEMA**

Jackson E. Sullivan  
Executive Director  
Withlacoochee Regional  
Water Supply Authority  
1107 Shalimar Drive  
Tallahassee, Florida 32312

Dear Mr. Sullivan:

Thank you for your letter to President Barack Obama dated June 30, 2010, which you also copied to the Department of Homeland Security's Federal Emergency Management Agency (FEMA). You wrote to obtain information on how the Deepwater Horizon (DH) oil spill may affect west-central Florida in the event of a major storm or hurricane.

The Public Assistance (PA) Program allows FEMA to help State and local governments and certain private nonprofit organizations recover from a Presidentially declared disaster. If the President declares an emergency or major disaster, FEMA may provide supplemental PA grants to eligible applicants for emergency work, such as debris removal and emergency protective measures, and permanent work such as the repair, reconstruction, or replacement of public facilities and infrastructure.

Established PA eligibility criteria, policies, and guidance will continue to apply to any Presidentially declared emergencies or disasters during this hurricane season. General debris eligibility guidance under the PA Program is available in the FEMA Debris Management Guide and can be found online at:

<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

For specific studies on how a major storm or hurricane may affect the spread of oil inland, you may want to contact the U.S. Environmental Protection Agency (EPA). The EPA is charged with protecting human health and the environment and is responsible for ensuring that "all parts of society... have access to accurate information sufficient to effectively participate in managing human health and environmental risks." You can contact the EPA at:

Environmental Protection Agency  
Ariel Rios Building  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460  
(202) 272-0167

Mr. Jackson Sullivan


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In addition, you may want to contact the U.S. Department of Energy (DOE). The DOE is charged with advancing the national, economic, and energy security of the United States. Specific to the DH oil spill, the DOE is providing online access to schematics, pressure tests, diagnostic results, and other data at <http://www.energy.gov/open/oilspilldata.htm>. You can contact the DOE at:

U.S. Department of Energy  
1000 Independence Avenue, SW  
Washington, DC 20585  
(202) 586-5000

I trust this information is helpful, and wish you the best.

Sincerely,



Tod Wells  
Acting Director  
Public Assistance Division

**From:** Jackson Sullivan <jesull@comcast.net>

**Subject:** Water Conservation Grants

**Date:** July 22, 2010 3:25:40 PM EDT

**To:** Alys Brockway <abrockway@co.hernando.fl.us>, "Todd Petrie, P.E." <Todd.Petrie@marioncountyfl.org>, Robert Knight <robert.knight@bocc.citrus.fl.us>

---

Congratulations on being awarded a grant to continue your county's water conservation program. As you know, the Authority places the highest priority on water conservation projects within the region. The Authority is counting on your water conservation programs to lead the way in our region toward meeting the 150 gpcpd requirement by 2018 adopted by SWFWMD. We are pleased to continue our working relationship with Citrus, Hernando and Marion Counties in this important component of public water supply within the region. Because water conservation projects are the Authority's highest priority, each of your programs was awarded 100% of its request. As we have in the past, Larry Haag will provide a copy of the grant contract to you to have signed by the appropriate person and sent back to me or Larry Haag for final approval and signature by the Authority Board at its September 15 Board meeting.

If you have questions, please don't hesitate to contact me.

Jack

*Jackson Sullivan  
Executive Director  
Withlacoochee RWSA  
1107 Shalimar Drive  
Tallahassee, FL 32312  
(850) 385-0220  
(850) 385-0223  
jesull@comcast.net*

From: Jackson Sullivan <jesull@comcast.net>  
Subject: **Local Government Grant Program**  
Date: July 22, 2010 3:32:02 PM EDT  
To: "Ron Allen, Water Director" <ronallen@cfl.rr.com>

---

Ron, as I mentioned to you previously, since your grant request was not targeted toward water conservation, I could not recommend it to the Board for funding. The Board accepted my recommendation not to fund your request. As you know, money is tight and the Authority is trying to assist our local governments where ever possible in meeting the new requirement by SWFWMD that all utilities must be at 150 gallons per capita per day by 2018. Consequently, all of our monies for grants are being directed toward water conservation.

Good luck with the Lower Floridan wellfield and keep me in the loop on progress on this well if you can.

Jack

*Jackson Sullivan  
Executive Director  
Withlacoochee RWSA  
1107 Shalimar Drive  
Tallahassee, FL 32312  
(850) 385-0220  
(850) 385-0223  
jesull@comcast.net*



# VFW POST 7991 IN DUNNELLON

scrambled eggs, bacon AND sausage, hash browns, pancakes, biscuit w/sausage gravy, grits, toast, coffee, OJ.\*

**News Advisory > Source:** Tony Hayward expected to step down from BP

## CitrusDaily

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### Withlacoochee Water Authority approves grants to local applicants

by Special | Thu, 07/22/2010 - 4:37pm

**BROOKSVILLE** - Withlacoochee Regional Water Supply Authority representing Citrus, Hernando, Marion and Sumter counties awarded \$130,000 in matching grants for a variety of local water conservation programs in the region.



WRWSA

Citrus, Hernando and Marion counties will oversee local programs for rebates, incentives, irrigation audits, outreach, media campaigns, education and grants for low-flow devices.

Water conservation coordinators representing each applicant county were on hand to discuss their programs. Authority Executive Director Jack Sullivan said he was pleased with the quality of the water conservation program proposals and the ongoing success of the region's water conservation coordinators. "It's gratifying to see the region mark progress toward attaining our goal of meeting the 150 gallons per day per capita rate of use required by SWFWMD's new rule," Sullivan said.

Water management district staff described how the Northern District Utility Outreach Program should further help the region comply with the district's new rule seeking to reduce water demand from an average of 187 to 150 gallons per day per capita by 2018. Among other things, the district provides suggestions for landscape irrigation ordinances as well as practical advice to homeowners on shrubbery and plants.

Consultants and the water management districts agree that sometime in the distant future, 20 to 30 years from now, expensive alternative water sources will need to be collaboratively developed for affordability. When needed, alternatives to groundwater would likely include a proposed desalination plant at the Crystal River power plant and water safely withdrawn from the Withlacoochee River, as approved and permitted by the water management district and the Department of Environmental Protection.

In the future, users of the water will pay for the bonding needed to finance the alternative water system, not the general local governments. At the present time however, water conservation programs are the most appropriate way for the Authority to help local governments extend the use of lower cost groundwater supplies.

### VFW Post 7991

3107 W. Dunnellon Rd. Dunnellon, FL

### Bingo on Fridays

(1:30-4:30pm)

\*Some Restrictions Apply

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#### DEVELOPMENT DISAPPROVED:

BOCC, staff get legal soaking (7-12)

#### VOTERS TO DECIDE

School board gets millage rate on ballot (9-06)

#### TRANSPORTATION IMPACT FEES

Drops to zero for 6 months (6-12)

#### CFCC GETS NEW NAME

College of Central Florida (2-52)

#### STATE CHANGING SEPTIC FUTURE

Inspections every 5 years (1-37)

From: Diane Salz <disalz@yahoo.com>  
Subject: **Hernando Today: WRWSA Approves \$130,000 in Grant Money...**  
Date: July 23, 2010 12:12:53 PM EDT  
To: Jack Sullivan <jesull@comcast.net>

---

## Regional water authority approves \$130,000 grant

By HERNANDO TODAY STAFF

Hernando County will share a portion of the \$130,000 in grant money awarded by a local water authority.

The Withlacoochee Regional Water Supply Authority announced the monetary award Wednesday.

The agency represents Hernando, Citrus, Marion and Sumter counties.

Hernando, along with the other counties, will help oversee local programs for rebates, incentives, irrigation audits, outreach, media campaigns, education and grants for low-flow devices, according to a media release.

Jack Sullivan, the executive director for the authority, said the programs are designed to help the region attain its goal of reducing water demand to an average of 150 gallons per day per capita by 2018.

The current average is 187 gallons per day per capita, according to Withlacoochee Regional.



From: Diane Salz <disalz@yahoo.com>  
Subject: **Fw: SJRWMD approves \$5.7M cost share for reclaimed water**  
Date: August 22, 2010 9:01:37 PM EDT  
To: Jack Sullivan <jesull@comcast.net>

--- On Sun, 8/22/10, Diane Salz <disalz@yahoo.com> wrote:

From: Diane Salz <disalz@yahoo.com>  
Subject: SJRWMD approves \$5.7M cost share for reclaimed water  
To: "Diane Salz" <disalz@yahoo.com>  
Date: Sunday, August 22, 2010, 9:01 PM

St. Johns River Water Management District

News Release

CONTACT:

Teresa Monson: (904) 730-6258 (Office) or (904) 545-5064 (Cellular)  
[tmonson@sjrwmd.com](mailto:tmonson@sjrwmd.com)

#### District Board approves funding to aid the St. Johns River and northeast Florida's water supply

PALATKA, Fla., Aug. 10, 2010 -- The St. Johns River Water Management District's Governing Board today approved \$5.7 million in cost-share funding for St. Johns County Utility Department and Clay County Utility Authority (CCUA) for reclaimed water infrastructure to meet the state's nutrient reduction standards for the St. Johns River and to reduce the use of fresh groundwater.

Reuse and treatment projects provide significant water quality improvements to waterways, and using treated wastewater to meet non-drinking water needs also can extend the fresh groundwater supply.

The Board approved a cost-share contract with St. Johns County Utility Department for \$3 million to construct approximately 6.5 miles of reclaimed water transmission line from the intersection of International Golf Parkway and proposed County Road (CR) 2209 to the Palencia Golf Course.

The county utility will begin construction next year on a new state-of-the-art advanced wastewater treatment plant along CR 2209, about a mile north of International Golf Parkway. The facility is designed to provide 100 percent reclaimed water. The total cost of the treatment and reuse components of the project is \$44 million, and the reuse related project costs are estimated at \$8.3 million.

When completed in 2014, the project will supply 0.75 million gallons a day (mgd) of new reclaimed water. It is expected that the project will produce and reuse an estimated 1 mgd by fall 2020 and 2 mgd by fall 2025.

"Reuse is a critical component of our water supply plans for the future," says District Executive Director Kirby B. Green. "St. Johns County Utilities' project not only will reduce the use of Floridan aquifer groundwater by 0.5 mgd by the end of 2020, it also translates into an estimated reduction of 10,000 pounds per year of excess nitrogen discharged to the St. Johns River."

The proposed project allows St. Johns County to further enhance reclaimed water transmission to new customers and also to limit discharges to the St. Johns River well below the amount called for in the state's Basin Management Action Plan for the Lower St. Johns River Basin.

The Board also approved a cost-share contract amendment with CCUA for \$2.7 million to construct reclaimed water infrastructure to interconnect CCUA's northern reclaimed water service area with its southern service area via the extension of the reclaimed water main between the Ridaught Landing Wastewater Treatment Facility (WWTF) and the Mid-Clay WWTF.

The amendment provides additional co-funding for the construction of the interconnection, which is part of the District's West River Initiative Program.

The project will help to meet the reclaimed water demand of CCUA's southern service area by transferring reclaimed water from existing wastewater treatment plants currently discharging to the lower St. Johns River in Clay and Duval counties to CCUA's southern service area. This project will supply additional reclaimed water to offset the use of groundwater needed to augment the county's reclaimed water supply and will allow for the supply of an estimated 3 mgd of reclaimed water by fall 2012.

The project, along with CCUA's plant upgrades, will reduce the amount of excess nitrogen discharged to the St. Johns River by an estimated 76,750 pounds per year. At build-out, this project, as part of CCUA's overall wastewater and reclaimed water system, is expected to be able to reduce excess nitrogen discharges by 107,396 pounds per year.

Both projects are among more than \$59 million in District-funded projects that are currently being implemented by local governments, utilities, industry and agriculture to reduce excess nitrogen and phosphorus from entering the lower St. Johns River, as part of the District's reuse and treatment initiative.

The Florida Department of Environmental Protection has adopted total maximum daily loads (TMDLs) and the District has established goals to reduce the amount of pollutants going into the lower St. Johns River. Cooperative projects such as these are targeted to meet or exceed the

water quality standards called for by the lower basin TMDL.

- END -



# THE FLORIDA SENATE

## SENATE DEMOCRATIC OFFICE

### *Location*

228 Senate Office Building

### *Mailing Address*

404 South Monroe Street  
Tallahassee, Florida 32399-1100  
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*Professional Staff:* Renai Farmer, *Staff Director*

Senate's Website: [www.flsenate.gov](http://www.flsenate.gov)

ALFRED "AL" LAWSON, JR.  
*Democratic Leader*

CHARLIE JUSTICE  
*Democratic Leader Pro Tempore*

FOR IMMEDIATE RELEASE  
AUGUST 18, 2010

CONTACT: MICHELLE DeMARCO  
850-487-5833

### SENATE DEMOCRATIC LEADER AL LAWSON CALLS ON GOVERNOR TO SHIELD UNSUSPECTING FLORIDIANS FROM LATEST STEALTH FEE

*Decries gift to industry at expense of Florida's springs*

**TALLAHASSEE** – Warning that over 2.3 million Florida property owners, along with anyone else attempting to sell their homes with septic systems could be in for a sticker shock of up to \$14,000, Senate Democratic Leader Al Lawson (D-Tallahassee) on Wednesday renewed his call on the governor to halt his agency's implementation of the Legislature's latest stealth fee.

He also called for an examination of the role of the septic tank industry and its lobbyists in the passage of the fees, chiding the lack of "transparency" promised by Republican leaders in the legislative vetting process.

"What began as an earnest attempt to protect our springs morphed into a heavy handed and potentially very expensive mandate aimed at the wallets of every Floridian who has a septic tank, regardless if the septic tank poses a threat to our springs," the Senator said. "This wasn't about protecting the environment as much as it was to protect the septic tank industry. I urge the governor to stay these forced fees that never should have been levied in the first place."

At issue is Senate Bill 550, which was originally intended to affect those property owners with septic tanks in close proximity to Florida's springs, but was quietly changed by a massive amendment in the last minutes of the bill's final committee hearing. The amendment not only broadened the legislation to include all 2.3 million septic tank owners, regardless of location, but makes mandatory an inspection by a private contractor every five years at a cost averaging \$500. Homeowners failing to comply could face fines up to \$500. There is also nothing to protect homeowners from unscrupulous contractors. Typically, the same individuals performing the inspections are the ones carrying out the repair or replacement work. The inspections could lead to forced septic system replacements, which, by some estimates, can run as high as \$14,000.

Finally, the legislation, which the governor signed and the Department of Health is readying to implement starting in January, requires similar inspection of any home for sale with a septic system, potentially triggering a costly replacement prior to closing.

Senator Lawson Renews Calls to Stop New Septic Tax on Homeowners  
August 18, 2010

Since discovering how far reaching and potentially devastating the financial impacts from these forced inspections will be, Senator Lawson has attempted to meet with the Governor to halt the impending statewide mandate. He also called on the Republican leadership to include in any upcoming special session a repeal of the legislation, or, at the very least a scaling back of those who would be impacted, similar to what lawmakers did in reversing or scaling back the whopping \$2 billion in DMV and other new "fees" passed last year. Imposing a burden on homeowners already strapped is not only wrong, he argued, but diverts critical resources from those septic tanks that truly are a threat to the springs.

Thus far, however, the silence has been deafening.

"This legislation is like killing the dog to get rid of some fleas and it's not passing the smell test. None of this expensive fine print was disclosed despite my questions and the sponsor's assurances," Senator Lawson said. "Equally galling is less than one week after the legislature adjourned, the Florida Onsite Wastewater Association (FOWA) published a letter bragging about its industry's conquest, with absolutely no mention of any benefits to the environment. We shouldn't be passing laws forcing property owners into unnecessary pricey inspections or repairs they may not need. We shouldn't be adding yet another impediment to a housing market barely registering a pulse. And we shouldn't be remembered as the patron saints of the septic tank industry."

The letter, published in the May edition of FOWA's trade magazine, "The Voice," was signed by FOWA member and former FOWA head Ellen Vause, president of Florida Septic, Inc.

"There are very few times in our life that we can witness a monumental change in the way our industry functions," Vause boasted. "This is one of the those moments. With the passage of Bill 550...we are witnessing change for the better for Onsite Industry.

"...When contractors ask WHAT HAS FOWA DONE FOR ME? Look no farther. This is what FOWA has done:

"...Every time FOWA asks for a contribution to a political campaign, we are building relationships...your dues and contributions help hire the best lobbying firm in Tallahassee to build relationships and educate our Legislators on the issues for Onsite Systems and Contractors..."

###

*A copy of the FOWA letter in its entirety appears below.*

Senator Lawson Renews Calls to Stop New Septic Tax on Homeowners  
August 18, 2010

May 3, 2010

Dear FOWA Members,

*There are very few times in our life that we can witness a monumental change in the way our industry functions. This is one of those moments. With the passing of Bill 550 "Mandatory Maintenance Bill," we are witnessing change for the better for Onsite Industry.*

*This has been a long hard journey by everyone involved. FOWA embraced the Mandatory Maintenance for all Onsite Systems many years ago and has worked towards this goal. When contractors ask WHAT HAS FOWA DONE FOR ME? Look no farther. This is what FOWA has done:*

*Our board and committee members, dedicated Executive Director and staff have worked for many years educating and building relationships with our Legislators, Florida Home Builders Association, and Florida Realtor Association, along with many more supporters to accomplish this goal.*

*Every time FOWA asks for a contribution to a political campaign we are building relationships, every time you ask us to represent us at a local meeting, health department meeting, or town hall meeting we are building relationships.*

*Your dues and contributions help hire the best lobbying firm in Tallahassee to build relationships and educate our Legislators on the issues for Onsite Systems and Contractors.*

*Your membership and support has helped build relationships and foster an unprecedented understanding by the Florida Legislators of the importance of the Onsite Systems throughout Florida. The Passive Nitrogen Study was again funded in this year's budget during the worse economic times for the State.*

*A great big THANK YOU needs to be conveyed by each and everyone of us to our supporters in the Legislature, our Lobbyist, our Executive Director, and FOWA committee members that have worked so hard to have this opportunity to improve and understand the Onsite System here in the State of Florida.*

THANK YOU!

*Ellen Vause*

President  
Florida Septic, Inc.

May 2010

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## Get the facts here

# Planning for future water needs in northeast Florida

Updated on 03/24/2010.

The St. Johns River Water Management District has a public process under way to develop the District Water Supply Plan 2010, which looks 20 years into the future to project how much water we will need and where the water may come from to meet those needs.

## Background

In 1997, the Florida Legislature began requiring the development of water supply assessments and water supply plans on five-year recurring schedules. Since 1998, the District has performed districtwide water supply assessments and developed water supply plans every five years.

The current **draft Water Supply Assessment 2008 (WSA 2008)** is based on a planning period that extends through 2030 and is the second five-year update to WSA 1998.

## Status

The draft WSA 2008 is currently being revised due to **lower population growth estimates** for 2030 resulting from the current economic downturn, and will remain in draft form until the water supply planning process is completed, which allows greater opportunity for additional evaluations and local input.

The District Water Supply Plan 2010 (DWSP 2010), which is under development, will focus on identifying strategies to assure that adequate and sustainable water supplies are available to meet projected demands through 2030 without causing unacceptable impacts to natural resources.

The planning process in northeast Florida includes Nassau, Duval, Clay, St. Johns, and Putnam counties in the St. Johns River Water Management District, and Columbia and Union counties in the Suwannee River Water Management District. The process also includes Alachua, Baker and Bradford counties, which span both districts.

Widespread water level declines are projected for northeast Florida as a result of projected increases in groundwater withdrawals in the area. The projected impacts would affect areas in both the St. Johns and Suwannee districts.

Since early 2009, three regional work groups — northern, central and southern — have been holding regular meetings to involve utilities, consultants, local governments, the public and other interested parties in the planning process.

In the northern region, subgroups also have been meeting to discuss specific components of the upcoming plan, addressing enhanced water conservation, alternative water supply sources, groundwater modeling and minimum flows and levels. To keep participants of the full work group informed, the subgroups present overviews of their discussions to the regional work group. All **planning meetings** are open to the public. Written meeting summaries also are distributed by e-mail to meeting participants.

### Why northeast Florida utilities and local governments are discussing alternative water supplies

The District designates priority water resource caution areas (PWRCA) when projected water uses cannot be sustained by current and proposed water sources without causing unacceptable future impacts to water resources and related natural systems.

When an area is designated as a PWRCA, the related local government is statutorily required to identify alternative water supply sources and strategies in a water supply work plan. Local governments will be able to choose among alternative water supply options that will be listed in the District Water Supply Plan (DWSP) 2010 or they may submit additional projects for consideration. The DWSP will include more projects than are necessary to meet water needs so local governments have options.

The northeast Florida area is identified as a **potential PWRCA** in the draft Water Supply Assessment (WSA) 2008. This means that northeast Florida may be unable to meet all future water demands by 2030 using current and proposed water supply sources without causing unacceptable environmental impacts. This is the first time northeast Florida has been identified as a potential PWRCA as an entire region.

Central Florida was identified as a PWRCA in the WSA 1998, and much progress has been made in cooperatively developing and implementing sustainable water supplies, including water conservation, groundwater use, and alternative water supply projects where appropriate. Some east-central Florida utilities have completed numerous reclaimed water projects, funded in part by the District, that both reduce demand and have important surface water quality improvements.

## Alternative water supply

The northern area alternative water supply (AWS) subgroup of the northern region work group is developing a list of potential water supply concepts for discussion. Some of the concepts suggested by subgroup participants included ocean desalination projects, river and other surface water body withdrawals, including Black Creek, Crescent Lake, the lower Ocklawaha River and the St. Marys River. Other potential alternative water supply sources may include vastly increased use of reclaimed water, and participants also suggested further investigation of the Crescent Beach Submarine Spring.

As a starting point for each idea, a maximum amount of available water was estimated for further discussion. The numbers that were calculated are rough estimates and were developed to allow for further discussion of subgroup members' concepts.

Increased water conservation and use of reclaimed water are the first steps toward meeting water supply needs in the St. Johns District. Any new concepts for potential river water projects in the final water supply plan would be implemented after these other strategies are maximized. Alternative sources would be included in the plan as additional measures as needed.

Local governments and utilities are responsible for choosing how to meet future demands in their service areas. Such demands may be met through combinations of strategies (such as water conservation) and alternative sources (such as reclaimed water, seawater, brackish groundwater or surface water from rivers, lakes, etc.).

Also, if any additional river water projects were to be implemented in the future, all estimates of water yields would need to be extensively evaluated and modeled before implementation.

The District is currently not proposing, recommending or implementing any of the concepts presented by the AWS subgroup. The District continues to urge the active participation of local governments, utilities and members of the public in the legislatively mandated planning process to ensure a sustainable water supply for northeast Florida.

The AWS subgroup continues to discuss all ideas and will decide which ideas warrant further discussion or consideration. The outcome of all workgroups will be vetted through District staff, the Governing Board and the public before any new projects are included in an updated District Water Supply Plan.

## Water conservation

The District has been committed to **water conservation** for many years.

The District currently has active and ongoing water conservation programs, and is leading initiatives that will provide meaningful input to the water supply plan. The District believes there is significant potential for water conservation to reduce the need for alternative water supply projects by 2030 in northeast Florida.

However, new strategies and technologies will be needed to meet future water supply needs.

The water conservation subgroup is examining water conservation strategies for the DWSP 2010, including parcel-based estimations of potential water savings from conservation and greater water use efficiency goals.

## Groundwater modeling

The groundwater modeling subgroup's purpose is to assess the Northeast Florida Groundwater Flow Model used in support of the St. Johns and Suwannee districts' planning process for northeast Florida.

The University of Florida Water Institute is facilitating the subgroup, which considers modeling methodologies, discusses modeling issues and makes recommendations for additional analyses and improvements.

The group has identified issues for further analysis, offered revisions to the model, and proposed several scenarios to determine changes to 2030 surficial and Upper Floridan aquifer water levels and spring flows.

## Minimum flows and levels

Florida law (Chapter 373, *Florida Statutes* [F.S.]) requires Florida's water management districts to establish **minimum flows and levels** (MFLs) for water courses, water bodies and aquifers that represent the limit at which further withdrawals would be significantly harmful to the water

resources or ecology of an area. Establishing MFLs is an important step in the District's work of planning for adequate water supplies.

The MFLs subgroup's goal is to identify and describe MFLs recovery and prevention strategies for consideration by the St. Johns and Suwannee districts for incorporation into their 2010 water supply plans. The subgroup is reviewing statutory requirements and the status of MFLs, examining optional strategies and identifying preferred strategies.

Forty-nine water bodies in northeast Florida have established MFLs, and seven are currently undergoing re-evaluation analysis for MFLs determination in 2010–2011.

If flow or level is projected to fall below an established MFL within 20 years, a prevention strategy must be expeditiously implemented. If flow or level is currently below the MFL, a strategy must be expeditiously implemented to achieve recovery to an established MFL as soon as practicable.

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St. Johns River Water Management District  
4049 Reid Street, Palatka, FL 32177  
(800) 451-7106

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From: Diane Salz <disalz@yahoo.com>  
Subject: **Fw: DEP Interim Secretary Mimi Drew**  
Date: August 2, 2010 3:35:26 PM EDT  
To: Jack Sullivan <jesull@comcast.net>

---

--- On Mon, 8/2/10, Diane Salz <disalz@yahoo.com> wrote:

From: Diane Salz <disalz@yahoo.com>  
Subject: DEP Interim Secretary Mimi Drew  
To: "Diane Salz" <disalz@yahoo.com>  
Date: Monday, August 2, 2010, 3:34 PM

TALLAHASSEE – Governor Charlie Crist today appointed Mimi A. Drew as Interim Secretary of the Florida Department of Environmental Protection, effective September 10, 2010. She has served as the agency's deputy secretary of regulatory programs since 2007, and previously as director of the division of water resource management since January 1995. With more than 30 years of technical, supervisory, and administrative experience with Florida environmental issues, she received a bachelor's degree from the University of Florida, as well as a master's degree in environmental engineering and sciences.

The Department of Environmental Protection is the lead agency in state government for environmental management and stewardship and is one of the more diverse agencies in state government, protecting our air, water, and land. The Department is divided into three primary areas: Regulatory Programs, Land and Recreation and Planning and Management. Florida's environmental priorities include restoring America's Everglades, improving air quality, restoring and protecting the water quality in our springs, lakes, rivers and coastal waters, conserving environmentally-sensitive lands and providing citizens and visitors with recreational opportunities, now and in the future.





## ANALYSIS

### Sound the alarm: Edict from EPA poses severe threat to Florida

By Richard Griswold  
Online Journal Guest Writer

Aug 23, 2010, 00:25

Over the past several years, Floridians have seen more than their share of disasters. Hurricanes, recession and an ecological disaster of monumental proportions have dealt severe blows -- but the economic devastation of these events pale in comparison to the manmade disaster looming on our horizon. As we struggle to recover from losses measured in millions and billions, bureaucrats in Washington are preparing to up the ante with new regulations that only Floridians will have to meet -- and it will cost us more than a trillion.

It is a complicated issue, but if Floridians don't take the time to understand the threat and speak up, the bottom line is fairly simple. Your monthly water bills will increase by 100 percent or perhaps even more -- and your property taxes will go through the roof.

The increase stems from a new rule being imposed by the US Environmental Protection Agency (EPA) requiring any discharge to a water body to meet strict numeric limits on nitrogen and phosphorus levels. No one disagrees that limits on nutrients are important to the health of a water body -- but despite years of research in Florida and across the nation, scientists have not figured out what those limits should be. The relationship between nutrients and water bodies is too complex for a precise determination of a concentration that fits all water bodies.

Unfortunately, the lack of any scientific basis isn't stopping the EPA from imposing costly restrictions on the State of Florida. Stymied by the use of science, they have decided to use a statistical approach. They analyzed the water of streams appearing to be healthy, determined the average value of nitrogen and phosphorus for those reference streams, and set those levels as the new standard everyone in the state must meet.

It would be nice to think the money spent to meet the standard would pay off in improved water quality. But the rules, as currently crafted, could very well do more harm than good. Nutrients cannot be treated like any other pollutant. Nutrients are food and they have to be dosed properly. Overfeeding is bad and underfeeding is bad. Since the limits being set by EPA are a statistical mean, it stands to reason that all water bodies will be either overfed or underfed.

Based on the proposed rule that EPA will enact in October of this year, the only method of extracting nutrients from discharges will be reverse osmosis. Wastewater treatment facilities will be required to first make sure their facilities all meet advanced wastewater treatment (AWT) standards and then they will be required to install a new reverse osmosis plant to treat the discharge from their AWT plant. Storm sewers and drainage ditches will need to have their flows redirected to a reverse osmosis plant for treatment.

The costs of this effort for the entire State of Florida will be well over a trillion dollars. For some reason EPA does not understand this. To bring this number into perspective, monthly utility bills will likely double. But more far reaching, property taxes will have to quadruple. All these costs are verifiable -- and only result in treatment of point sources that account for a fraction of the nutrient load entering our water bodies. The major sources of nutrient discharge into our water -- runoff from yards, discharge from wetlands, atmospheric deposition, septic tank discharge and water flowing into Florida from other states -- will not be reduced in any way under the new rule.

Even more troubling is that EPA is abandoning a proven method for addressing nutrient loads. For years, the State of Florida has followed the EPA mandate to methodically examine water bodies to determine specific characteristics and needs, and then establish programs to improve water quality. It works, people have faith in it, and it represents a point of community pride wherever it has been used. Now EPA wants to abandon it all for a prescriptive and draconian move that will not and cannot improve the water quality of all water bodies in Florida.

When all is said and done, Florida, and only Florida, will be required to spend upwards of a trillion dollars to comply with the new rule and for this amount may receive nothing -- while residents of every other state get a free pass.

Good luck to us all.

*Richard F. Griswold, a registered professional engineer, serves as general manager of Destin Water Users Inc., a member-owned water and wastewater utility in Destin, Florida.*

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[Email Online Journal Editor](#)

**Tuesday, August 24, 2010**

Florida DEP moving forward on waterways nutrient limits



Florida is moving ahead with adopting its own rules to measure the health of estuaries despite its opposition to a federal proposal to do the same for lakes and rivers, Department of Environmental Protection officials said Tuesday.

Department officials on Tuesday held a hearing in Tallahassee on proposed numeric nutrient criteria, which are specific limits for nitrogen, phosphorus and chlorophyll-a, in estuaries. They replace a narrative criteria in state rules that some environmentalists said were too vague. A representative of one statewide environmental network sharply criticized DEP's proposals for estuaries along the Florida Panhandle.

DEP and the U.S. Environmental Protection Agency in January 2009 agreed that numeric criteria were needed and the state proposed them for lakes and streams, but then the federal agency later that year agreed with environmental groups to set its own standards. DEP along with utilities, agriculture and industry groups have waged an opposition campaign this year against the federal proposals.

At the Tuesday hearing, Daryll Joyner, DEP's chief of the Bureau of Assessment and Restoration Support, said the department hopes EPA will adopt the criteria for estuaries that the state approves or signal its support to Florida ahead of time.

"Our goal is to reach agreement with EPA on the criteria," Joyner said. "I do want to acknowledge that was our goal [in 2009] on the freshwater criteria, too."


He told the Florida Tribune during a break that DEP can work more closely with affected stakeholders in Florida than the federal agency.

Rod Reardon, of Carollo Engineers, said the state should use a "rational basis" to approach the issue and develop criteria that are "scientifically defensible." His firm produced a report for the Florida Water Environment Association Utility Council last year saying that the proposed freshwater nutrient criteria would cost \$700 per household, an estimate that environmentalists dispute.

Linda Young, director of the Clean Water Network of Florida, accused the department during the hearing of painting a false picture of the health of Pensacola Bay and Perdido Bay by saying that existing nitrogen and phosphorus levels protect those waterways. Although DEP scientists said those bays have suffered from fish kills, loss of sea grasses and are lacking other key aquatic life, they said industrial pollution has been reduced and the remaining problems are not caused by nutrient pollution.

"They [DEP officials] will see me in court," Young said during a break in the hearing. "And they're going to hear from the people of Pensacola about it because I'm going to spend the next 10 years of my life going around explaining to people why we are suing the crap out of them and why they need to be pissed off."

Jerry Brooks, director of DEP's Division of Environmental Assessment and Restoration, told the Florida Tribune that the purpose of the hearing was to receive comments such as those from Young. The department also holds hearings in West Palm Beach on Thursday, and in Bunnell and Pinellas Park next week. For the schedule, [click here](#).

*(Story provided by the Florida Tribune. Story and photo copyrighted by Bruce Ritchie and FloridaEnvironments.com. Do not copy or redistribute without permission, which can be obtained by contacting [brucebritchie@gmail.com](mailto:brucebritchie@gmail.com).)*  
*Posted by Bruce Ritchie at 7:07 PM *

Inside EPA

August 16, 2010

## **EPA Faces New Hurdles In Bid To Craft Landmark Florida Nutrient Criteria**

**Vol. 19, No. 17 — August 16, 2010**

EPA is facing new hurdles as it seeks to craft its landmark numeric water quality criteria for Florida, delaying several planned criteria so they can be reviewed by agency science advisors while also facing new calls to submit criteria for rivers and lakes, which are due later this year, for scientific review.

At the same time, the agency is seeking comment on several options intended to provide flexibility to its proposed criteria for rivers and lakes in a move that is drawing surprise from both industry and environmentalist sources who say it is being issued close to the scheduled deadline for the final rule's promulgation.

But those sources say the agency's decision to move forward with publishing additional data less than three months before they are required to have finalized the highly controversial numeric nutrient criteria is very unusual, since the agency will be required to receive comment on the notice and then make any necessary revisions before publishing the final numeric criteria before Oct. 15. The comment period for EPA's notice of data availability (NODA) ends on September 2.

"It's not common to be sending a NODA at this late stage," one industry source says. "You have to consider that if you have a 30-day comment period, you're talking about the end of August to get the comments back at the earliest."

EPA is crafting the first-time numeric nutrient criteria for Florida under the terms of settlement with environmentalists who charged the agency with shirking its duty to protect Florida's waters by accepting the state's narrative water quality criteria for nitrogen and phosphorus.

Under the Clean Water Act (CWA), states draft and EPA approves water quality criteria — risk-based limits that regulators use, along with waterbodies' designated uses and antidegradation policy — to set enforceable water quality standards and permit limits. But most states have long opted for a "narrative standard," which allows discharges to continue so long as there is no discernible effect on the waterbody, rather than a stricter numeric standard.



In the suit, the plaintiffs sought a revocation of Florida's delegated authority and for EPA to issue its own numeric nutrient criteria for the state, which EPA ultimately agreed to do in their consent decree. EPA subsequently reached a settlement in 2009 with Florida and environmentalists setting a deadline for issuing criteria.

The move alarmed the water utility and agriculture industries, because the circumstances that allowed the activists to prevail in their suit can be emulated in most states that have excessive nutrient pollution. Since then, activists have sued EPA over the failure of several additional states, including Kansas and Wisconsin, to craft numeric criteria while regulators in others states, including Wisconsin, Minnesota and Michigan, are taking their own steps to craft criteria.

But the agency's precedent-setting effort in Florida has faced hurdles. Earlier this year, the agency opted to delay until 2011 plans to promulgate criteria to protect downstream estuarine and coastal waters from nutrients that come from upstream rivers so that it could submit them for peer review.

Now the agency has opted to delay that even further, agreeing in a joint June 7 court filing with environmentalists to propose the criteria by November 2011 and promulgate them by August 2012.

In the filing, which was approved by the U.S. District Court for the Northern District of Florida, the agency and environmentalists also agreed to extend until Aug. 15, 2012, a court-ordered deadline for the agency issuing the criteria for lakes and flowing waters in the South Florida region — a unique area where all flowing waters are either canals or wetlands, many of which are classified as "Class III," meaning they are reserved for recreational uses — a major industry in South Florida, which includes the Florida Everglades and Miami.

But the existing Oct. 15 consent decree deadline continues to apply for EPA issuing final criteria for flowing waters and lakes in the remaining Florida regions, though a bipartisan group of 21 Florida lawmakers sent an Aug. 2 letter to EPA Administrator Lisa Jackson asking her to subject all of their numeric nutrient criteria to Science Advisory Board (SAB) review, not just those for estuaries, coastal waters and south Florida's canals.

In the letter, lawmakers do not ask for a specific date for EPA to have completed the review, but argue that if SAB review is necessary for those waters and it is necessary to take extra time to get those criteria right, then the same should be true of those criteria the agency is slated to publish later this year. The letter also urges EPA to make adjustments to its proposed criteria to account for suggestions SAB may ultimately make.

“We believe that the SAB peer review process is important, and it should apply to all of the criteria to be imposed in Florida, not just criteria for canals, coastal waters, and estuaries,” the letter reads. “We strongly urge that EPA delay requirements to implement its proposed streams and lakes criteria until the peer review concludes, and EPA should adjust its rulemaking in accordance with the peer review analysis and recommendations.”

The letter urges EPA to conduct an economic analysis of the impacts of the numeric criteria on the state and neighboring states, with consideration given to data provided by relevant state agencies and the public and the costs associated with making necessary retrofits to existing infrastructure to meet the demands of the new numeric criteria.

**EPA acknowledges scientific and other concerns in its June 7 court filing**, noting that it received public comments on its proposed version of the numeric nutrient criteria that raised issues with the “underlying methodologies, analyses and data” behind the proposed criteria for flowing waters with so-called Class III designated uses in the South Florida region.

The filing says EPA and activists agree on the need for SAB to peer review the data to ensure the “best available science” is used in setting criteria for South Florida’s flowing waters, many of which are designed for Class III uses.

Meanwhile, EPA is seeking additional comment on options for its criteria for lakes and streams in a supplemental NODA published Aug. 3 in the *Federal Register*. According to the NODA, EPA is proposing to redraw some of the boundaries in the state’s remaining watersheds in order to better reflect hydrology and soil composition data. The NODA also is taking comment on whether it should consider alternative modeling procedures for certain downstream lakes and under which circumstances alternative models should be used.

The Aug. 3 NODA proposes to split the Panhandle Region into two separate regions, the West Panhandle and East Panhandle, based on suggestions from the Florida Department of Environmental Protection (FDEP). The western panhandle has relatively normal baseline levels of phosphorous in its soil, whereas there are naturally occurring phosphorus rich geological formations in the eastern portion of the panhandle that could skew the levels of phosphorus in the region’s waters.

The NODA also proposes to shift the Sarasota Bay and Charlotte Harbor watersheds from the West Central (or Bone valley) region to the Peninsula Region as a result of closer analysis of watershed delineations suggested by FDEP and others.

And EPA says in the NODA that it is taking additional comment on using alternative water quality models — specifically the so-called BATHTUB model — for downstream

lakes rather than the Vollenweider model, which the agency had previously applied throughout the state.

Environmentalists and other stakeholders tracking the development of the criteria expressed surprise that EPA was issuing a NODA so close to the date of final publication. Both environmentalist and industry sources, speaking prior to the NODA's publication, say they were not contacted by EPA about the NODA and the agency has not briefed them on what data may be made available through it.

One industry source welcomes the delays but says that all of EPA's proposed criteria for flowing streams and lakes should undergo SAB peer review — not solely the criteria for south Florida's waters and for the state's estuaries and coastal waters. EPA's decision to issue the criteria for the three other regions by Oct. 15 "raises some real issues," the source says. "I couldn't see any logic to that. If SAB is good for the [South Florida and estuarine and coastal] criteria, why is it not for the [others]?" — *John Heltman*

From: Diane Salz <disalz@yahoo.com>  
Subject: **Fw: Mason-Dixon Poll shows Floridians do not approve of EPA's proposed regs**  
Date: August 22, 2010 8:55:52 PM EDT  
To: Jack Sullivan <jesull@comcast.net>

--- On Sun, 8/22/10, Diane Salz <disalz@yahoo.com> wrote:

From: Diane Salz <disalz@yahoo.com>  
Subject: Mason-Dixon Poll shows Floridians do not approve of EPA's proposed regs  
To: "Diane Salz" <disalz@yahoo.com>  
Date: Sunday, August 22, 2010, 8:55 PM

**~New Mason-Dixon poll shows Floridians do not approve of the EPA's proposed costly new water regulations or politicians who support them~**

**TALLAHASSEE**— Driven by concerns over paying higher bills, Florida voters are overwhelmingly opposed to new federal water regulations for the state that would cost the average household an additional \$700 per year and resoundingly reject candidates who support the rate-increasing mandates. A new poll conducted by Mason-Dixon Polling & Research of 625 likely Florida voters shows that 61 percent of Floridians are against the water regulations if the regulations were to result in a \$700 increase in their water bills.

"Floridians are deeply concerned about the economy and the impact it is having on their personal incomes," said Brad Coker, managing director of Mason-Dixon Polling & Research. "It's clear candidates who support these new water regulations risk the ire of 60 percent of Florida voters. The poll shows supporting these regulations is a loser for anyone trying to get elected or reelected."

An economic study conducted by Carollo Engineers for the Florida Water Environment Association Utility Council shows wastewater utility rates in Florida would increase by an average of around \$700 per household under proposed new federal water regulations.

"For most families, a \$700 increase in their water bill is a lot of money," said State Sen. Chris Smith, D-Oakland Park. "My fear is that, without programs in place to ensure our most vulnerable citizens can afford these utility bills, these costs could function as a regressive tax on water whose burden would fall most heavily on black, Hispanic and elderly households surviving on low and fixed incomes."

The Mason-Dixon poll shows that the economic impact of the new stringent EPA regulations could shape voters' approval of candidates who support these regulations. When considering the projected cost increase on consumers, nearly 60 percent of Floridians polled said they would be less likely to vote for a candidate who supports the new federal water mandates. Only 9 percent of Floridians would be more likely to vote a candidate who supports the mandates.

A lawsuit settlement between an environmental group and the federal government triggered the proposed new federal water mandates set to take effect in October — just days before the 2010 election.

In spite of the fact that Florida is a national leader in aggressively enforcing water quality standards to protect our streams, lakes, rivers and estuaries, Florida is currently the only state in the nation to face these strict federal water mandates.

"I have seen firsthand the struggles families and small businesses are facing," said State Rep. Trudi Williams, R-Fort Myers. "With a million Floridians out of work, homes sitting in foreclosure and employers struggling to get back on their feet, I'm concerned these increased costs will choke our state's economic recovery."

#### **Mason-Dixon Poll Questions and Results:**

**QUESTION: Would you support or oppose enacting stricter EPA water quality regulations in Florida if it resulted in a \$700 increase in your annual water bill?**

#### **STATE MEN WOMEN DEM REP IND**

SUPPORT 23% 21% 24% 30% 14% 28%

OPPOSE 61% 64% 59% 51% 74% 55%

UNDECIDED 16% 15% 17% 19% 12% 17%

By Region STATE NO CT IB SW SE

SUPPORT 23% 19% 24% 22% 21% 26%

OPPOSE 61% 67% 59% 62% 64 57%

UNDECIDED 16% 14% 17% 16% 15% 17%

**QUESTION: If a candidate supported enacting new water quality regulations that increased your annual water bill by \$700, would that make you:**

Much more likely to vote for them 3%

Somewhat more likely to vote for them 6%

Somewhat less likely to vote for them 19%

Much less likely to vote for them 40%

Or, would it have no effect on your vote 27%

Not Sure (NOT READ) 5%

Mason-Dixon Polling & Research, Inc. of Washington, D.C. conducted the poll from August 9 through August 11, 2010 on behalf of a broad coalition of concerned Floridians who oppose the unfair and unscientific federal numerical nutrient criteria. A total of 625 registered voters were interviewed statewide by telephone. All stated they vote regularly in state elections. The poll has a margin for error of plus or minus 4 percent.

###

Mason-Dixon Poll Attached:

FL water manate cost Poll 0810

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**

**RESOLUTION NO. 2010-1**

**A RESOLUTION OF THE BOARD OF THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY (AUTHORITY) COMPRISED OF CITRUS, HERNANDO, MARION AND SUMTER COUNTIES, IN OPPOSITION OF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S (EPA) PROPOSED NUMERIC NUTRIENT CRITERIA FOR FLORIDA AS SET FORTH IN THE "WATER QUALITY STANDARD FOR THE STATE OF FLORIDA'S LAKES AND FLOWING WATERS" RULING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the EPA is proposing numeric nutrient water quality standards that in some cases are unrealistic; and

**WHEREAS**, the State of Florida already has nutrient water quality standards that were previously approved by the EPA and are currently monitored by the Department of Environmental Protection (DEP); and

**WHEREAS**, the proposed numeric standards do not consider the existing nutrient balance and the proposed changes in nutrient concentration of a water body may cause an imbalance in Florida's aquatic ecosystem; and

**WHEREAS**, Florida's agriculture production, as we know it today, requires aggressive and expensive modifications to all programs as necessary to achieve the elevated nutrient discharge criteria; and

**WHEREAS**, that the EPA's water quality goals have not provided insight as to how cities and counties would handle the issue of wastewater disposal systems and stormwater systems, and the likely cost to meet these goals may cause rate increases; and

**WHEREAS**, the Authority finds adoption of this Resolution is in the best interest of the residents of the region comprised of Citrus, Hernando, Marion and Sumter counties in Florida.

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

**Section 1.** That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

**Section 2.** That the Board of the Withlacoochee Regional Water Supply Authority is opposed to the EPA's Proposed Numeric Nutrient Water Quality Criteria for Florida as set forth in the "Water Quality Standards for the State of Florida's Lakes and Flowing Waters" ruling published in the Federal Register on January 26th, 2010.

**Section 3.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of September 2010

ATTEST:

BOARD OF THE WITHLACOOCHEE REGIONAL  
WATER SUPPLY AUTHORITY

\_\_\_\_\_

Jackson Sullivan, Executive Director

By: \_\_\_\_\_

Richard Hoffman, Chairman  
Sumter County Commissioner

Approved as to form and legal sufficiency:

\_\_\_\_\_

Larry Haag, Esq.

**FOR IMMEDIATE RELEASE**

**Contact: Jack Sullivan**

**850.591.7422**

**WITHLACOOCHEE WATER AUTHORITY APPROVES GRANTS TO LOCAL APPLICANTS**

*Water conservation emphasis is Authority's primary goal.*

BROOKSVILLE, FL, July 21, 2010 -- Withlacoochee Regional Water Supply Authority representing Citrus, Hernando, Marion and Sumter counties awarded \$130,000 in matching grants for a variety of local water conservation programs in the region. Citrus, Hernando and Marion counties will oversee local programs for rebates, incentives, irrigation audits, outreach, media campaigns, education, and grants for low-flow devices. Water conservation coordinators representing each applicant county were on hand to discuss their programs. Authority Executive Director Jack Sullivan was very pleased with the quality of the water conservation program proposals and the on-going success of the region's water conservation coordinators. "It's gratifying to see the region mark progress toward attaining our goal of meeting the 150 gallons per day per capita rate of use required by SWFWMD's new rule," Jack Sullivan explained. Water management district staff described how the Northern District Utility Outreach Program should further help the region comply with the district's new rule seeking to reduce water demand from an average of 187 to 150 gallons per day per capita by 2018. Among other things, the district provides suggestions for landscape irrigation ordinances as well as practical advice to homeowners on shrubbery and plants. Consultants and the water management districts agree that sometime in the distant future, 20 to 30 years from now, expensive alternative water sources will need to be collaboratively developed for affordability. When needed, alternatives to groundwater would likely include a proposed desalination plant at the Crystal River power plant and water safely withdrawn from the Withlacoochee River, as approved and permitted by the water management district and the Department of Environmental Protection. In the future, users of the water will pay for the bonding needed to finance the alternative water system, not the general local governments. At the present time however, water conservation programs are the most appropriate way for the Authority to help local governments extend the use of lower cost groundwater supplies.

###

*The WRWSA is a multi-county special district of the state of Florida charged with planning for and developing cost efficient, high quality water supplies for its member governments. The Authority promotes environmental stewardship through its water conservation programs and in the future will develop alternative water sources to augment groundwater supplies to meet the region's long-term needs.*



## **Withlacoochee Regional Water Supply Authority**

### **DRAFT WEBSITE ADDITION**

**Water Conservation** is the top priority of the Withlacoochee Regional Water Supply Authority (Authority) since it's a key link between balancing current and future water needs by:

- ensuring a sufficient water supply without compromising the region's ability to meet future generations' needs;
- increasing the efficient use of water by extending existing water supplies for new customers and by deferring increases in demand;
- providing efficient use of potable water supplies to reduce the risk of supply deficits during a water shortage or drought; and
- reducing energy requirements and greenhouse gas emissions, protecting air, water resources and the sustainability of environmentally sensitive lands and water resources.

The Authority's 2010 Regional Water Supply Master Plan Update identifies water conservation as the most cost-efficient means to increase the availability of existing water in the region. Beginning in 2002, water conservation matching grants have been awarded to member governments by the Authority primarily to build a team of coordinators that oversee local programs for rebates, incentives, irrigation audits, outreach, media campaigns, education, and subsidies for installing low-flow devices. The goal has been to help the region comply with the Southwest Florida Water Management District's (SWFWMD) rule seeking to reduce water demand from an average of 187 in 2008 to 150 gallons per day per capita by 2018. Cooperative Funding from the SWFWMD has been sought by the Authority to further off-set the local costs for specialized technical staff training for conducting landscape irrigation inspections services.

Eventually, expensive alternative water sources will need to be collaboratively developed for affordability purposes sometime in the future (possibly 20 to 30 years from now). When needed, alternatives to groundwater would likely include a proposed desalination plant at the Crystal River power plant and water safely withdrawn from the Withlacoochee River, as approved and permitted by the water management district and the Department of Environmental Protection. In the future, users of the water will pay for the bonding needed to finance these alternative water systems, not the general local governments. At the present time however, water conservation programs are the most appropriate way for the Authority to help local governments extend the use of lower cost groundwater supplies.



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

August 13, 2010

Ms. Diana Ferguson  
Legislative Staff Attorney  
Florida Association of Counties  
100 S. Monroe St., Tallahassee, FL 32301

Dear Ms. Ferguson:

In December 2006, the "Committee on Landscape Irrigation and Florida-Friendly Design Standards" (established pursuant to section 373.228, Florida Statutes) published a set of recommendations to be used by local governments when enacting landscape irrigation and Florida-Friendly landscape ordinances. Your organization participated on the Committee. The recommendations are available at the DEP website at: [http://www.dep.state.fl.us/water/waterpolicy/land\\_irr.htm](http://www.dep.state.fl.us/water/waterpolicy/land_irr.htm). The Committee was a very successful effort among a wide range of stakeholders to reach consensus on irrigation and landscape design measures to conserve water and protect natural resources.

The 2010 legislature amended Section 373.228, F.S. to add the Florida Native Plant Society to the original list of fifteen members. The amendment also changed the deadline for review of the Committee's recommendations from "every 5 years" to a calendar date of January 1, 2011. By that date, the Committee is to review the standards and guidelines "to determine whether new research findings require a change or modification of the standards or guidelines."

This is being sent to you as either a member of the original Committee or a key member of an organization represented on the Committee. We are not aware of any new research findings that would warrant a revision of the original December 2006 recommendations and do not propose to amend them unless other Committee members indicate they are inconsistent with new research that we are unaware of.

I request that each Committee member review the December 2006 Landscape Irrigation and Florida-Friendly Design Standards and, by September 3, either advise the

Ms. Diana Ferguson

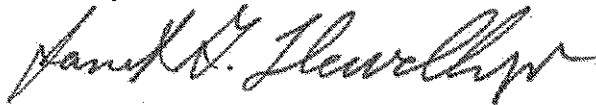
Page Two

August 13, 2010

Department that you concur with our conclusion, or provide us with any recommended amendments and a link to the supporting research. If we do not hear from you by September 3, we will assume you have no proposed amendments. At that point we will determine the best way to proceed. Please e-mail any proposed amendments to David Trimble at: [david.trimble@dep.state.fl.us](mailto:david.trimble@dep.state.fl.us). If you are not the correct contact person, please forward this e-mail to them and copy David Trimble with their contact information.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Janet G. Llewellyn".

Janet G. Llewellyn, Director  
Division of Water Resource Management

JGL/dt



**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
LOCAL GOVERNMENT WATER SUPPLY FUNDING  
ASSISTANCE PROGRAM**

**PROJECT GRANT AGREEMENT – DEVELOPMENT**

This Agreement is made and entered into this \_\_\_\_ day of September, 2010, by and between the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, (hereinafter called the "AUTHORITY"), and **CITRUS COUNTY, FLORIDA**, (hereinafter called the "GRANTEE"), in furtherance of funding assistance in the development of the "CITRUS COUNTY WATER CONSERVATION PROGRAM". In consideration of the mutual covenants contained herein and pursuant to Chapter 163, Laws of Florida, Florida Interlocal Cooperation Act of 1969, as subsequently amended, and Section 373.1962(2)(i), Florida Statutes, the parties hereto agree as follows:

1. The AUTHORITY has found that the implementation of water conservation programs by a member government is the primary purpose of the project known as the "CITRUS COUNTY WATER CONSERVATION PROGRAM" (hereinafter called the "PROJECT"), and enters into this Agreement with the GRANTEE for assisting in the funding of water conservation programs more particularly described in its Application. The PROJECT application is attached hereto marked Exhibit "A" and made a part hereof.

2. The GRANTEE shall provide the AUTHORITY with a copy of the GRANTEE's contract documents executed for the PROJECT and the third

party vendor providing said services in order to confirm the total project costs.

3. PROJECT FUNDING:

A. The AUTHORITY agrees to pay, on a reimbursement basis, to the GRANTEE, the sum of \$45,000.00 of the proposed \$90,000.00 total budget cost for the PROJECT.

B. The GRANTEE shall assume the first one-half (1/2) of said PROJECT costs before the AUTHORITY's reimbursement begins.

C. The GRANTEE shall provide the AUTHORITY with a schedule and description of "tasks" for the PROJECT with the cost associated with each task set forth. Additionally, GRANTEE shall provide in a form acceptable to the AUTHORITY an overall time and task chart as it relates to the overall PROJECT.

D. All PROJECT reimbursement requests shall include all documentation required by the AUTHORITY for proper audit review. The GRANTEE shall certify that each request for payment is appropriate and that said task or portion thereof has been completed.

E. The AUTHORITY shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date under this Agreement and, if the work and payment request are in accordance with all applicable requirements, approve the request for payment.

4. GRANTEE shall ensure that all services procured and all purchases of goods obtained for the accomplishment of the PROJECT shall be secured in accordance with applicable State and Federal laws and in accordance with the GRANTEE's adopted procurement procedures.

5. To the extent AUTHORITY funds are used for well development, such shall only be upon sites upon which the GRANTEE has permanent easements or within GRANTEE's public lands.

6. GRANTEE shall follow all State and Federal laws relating to its established audit and accounting procedures and as they relate to said PROJECT and cost reimbursements.

7. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the AUTHORITY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The AUTHORITY, State Auditor General, State Comptroller, and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT within the retention period.

8. This Agreement shall become effective upon execution and the GRANTEE shall complete preparation and/or construction of all PROJECT elements on or before September 30, 2011. The completion date may be

extended by the AUTHORITY for good cause at the written request of the GRANTEE and must be made prior to PROJECT completion date.

9. The AUTHORITY's Executive Director for the purposes of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall be responsible for recommending approval of all reimbursement requests to the AUTHORITY prior to payment. The GRANTEE's Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement.

10. The AUTHORITY, or Executive Director, shall have the authority to approve budget changes within individual tasks up to a total amount, not to exceed TEN PERCENT (10%) of total project costs without Board approval.

11. All monies expended by the GRANTEE for the purpose contained herein at the option of the AUTHORITY shall be subject to audit review.

12. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

13. The GRANTEE shall comply with all federal, state, and local rules and regulations in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state, and local health and safety rules and regulations. The GRANTEE further agrees to



ensure that the GRANTEE's contract will include this provision in all subcontracts issued as a result of this Agreement.

14. The AUTHORITY reserves the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

15. This Agreement may be unilaterally canceled by the AUTHORITY in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement pursuant to Chapter 119, Florida Statutes.

16. The AUTHORITY shall also have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE for non-compliance with the terms of this Agreement if not cured within thirty (30) days of written notice thereof from the AUTHORITY. The GRANTEE, upon notification from the AUTHORITY, agrees to refund and will forthwith pay to the AUTHORITY, the amount of money demanded by the AUTHORITY. Such refund shall include interest calculated at two percent (2%) over the prevailing prime rate as reported by the Federal Reserve on the date the AUTHORITY calculates the amount of refund due. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the AUTHORITY.

17. The employment of unauthorized aliens by a GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the GRANTEE knowingly employs unauthorized aliens, such violation

shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

18. No person on the grounds of race, creed, color, national origin, age, sex, marital status or ability level shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

19. This Agreement strictly prohibits expenditure of these funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

20. The GRANTEE shall have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to §11.45, Florida Statutes, and have a statement prepared by an independent certified public accountant which attests that the GRANTEE has complied with the provisions of this Agreement and whether the audit results in an unqualified opinion.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, or Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. A copy of the audit and attestation as required in Paragraph 20 shall be submitted to the AUTHORITY within one (1) year from the PROJECT completion date as set forth in Paragraph 8 or as extended by the AUTHORITY.

23. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modification or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be duly executed on the date and year first above written.

WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY

By: \_\_\_\_\_  
RICHARD HOFFMAN  
Chairperson

ATTEST:

By: \_\_\_\_\_  
JACKSON E. SULLIVAN  
Executive Director

CITRUS COUNTY, a political  
Subdivision of the State of Florida

By: \_\_\_\_\_  
GARY BARTELL  
Chairperson

ATTEST:

By: \_\_\_\_\_  
BETTY STRIFLER  
Clerk of Court

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
RICHARD WESCH  
County Attorney

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
LARRY M. HAAG  
Attorney for Authority

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
LOCAL GOVERNMENT WATER SUPPLY FUNDING  
ASSISTANCE PROGRAM**

**PROJECT GRANT AGREEMENT – DEVELOPMENT**

This Agreement is made and entered into this \_\_\_\_ day of September, 2010, by and between the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, (hereinafter called the "AUTHORITY"), and **HERNANDO COUNTY, FLORIDA**, (hereinafter called the "GRANTEE"), in furtherance of funding assistance in the development of the "HERNANDO COUNTY WATER CONSERVATION & WATER QUALITY PROTECTION PROGRAM". In consideration of the mutual covenants contained herein and pursuant to Chapter 163, Laws of Florida, Florida Interlocal Cooperation Act of 1969, as subsequently amended, and Section 373.1962(2)(i), Florida Statutes, the parties hereto agree as follows:

1. The AUTHORITY has found that the implementation of water conservation programs by a member government is the primary purpose of the project known as the "HERNANDO COUNTY WATER CONSERVATION & WATER QUALITY PROTECTION PROGRAM" (hereinafter called the "PROJECT"), and enters into this Agreement with the GRANTEE for assisting in the funding of water conservation programs more particularly described in its Application. The PROJECT application is attached hereto marked Exhibit "A" and made a part hereof.

2. The GRANTEE shall provide the AUTHORITY with a copy of the GRANTEE's contract documents executed for the PROJECT and the third party vendor providing said services in order to confirm the total project costs.

3. PROJECT FUNDING:

A. The AUTHORITY agrees to pay, on a reimbursement basis, to the GRANTEE, the sum of \$47,400.00 of the proposed \$94,800.00 total budget cost for the PROJECT.

B. The GRANTEE shall assume the first one-half (1/2) of said PROJECT costs before the AUTHORITY's reimbursement begins.

C. The GRANTEE shall provide the AUTHORITY with a schedule and description of "tasks" for the PROJECT with the cost associated with each task set forth. Additionally, GRANTEE shall provide in a form acceptable to the AUTHORITY an overall time and task chart as it relates to the overall PROJECT.

D. All PROJECT reimbursement requests shall include all documentation required by the AUTHORITY for proper audit review. The GRANTEE shall certify that each request for payment is appropriate and that said task or portion thereof has been completed.

E. The AUTHORITY shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date under this Agreement and, if the work and payment request are in accordance with all applicable requirements, approve the request for payment.

4. GRANTEE shall ensure that all services procured and all purchases of goods obtained for the accomplishment of the PROJECT shall be secured in accordance with applicable State and Federal laws and in accordance with the GRANTEE's adopted procurement procedures.

*Needed?* 5. To the extent AUTHORITY funds are used for well development, such shall only be upon sites upon which the GRANTEE has permanent easements or within GRANTEE's public lands.

6. GRANTEE shall follow all State and Federal laws relating to its established audit and accounting procedures and as they relate to said PROJECT and cost reimbursements.

7. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the AUTHORITY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The AUTHORITY, State Auditor General, State Comptroller, and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT within the retention period.

8. This Agreement shall become effective upon execution and the GRANTEE shall complete preparation and/or construction of all PROJECT elements on or before September 30, 2011. The completion date may be extended by the AUTHORITY for good cause at the written request of the GRANTEE and must be made prior to PROJECT completion date.

9. The AUTHORITY's Executive Director for the purposes of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall be responsible for recommending approval of all reimbursement requests to the AUTHORITY prior to payment. The GRANTEE's Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement.

10. The AUTHORITY or Executive Director, shall have the authority to approve budget changes within individual tasks up to a total amount, not to exceed TEN PERCENT (10%) of total project costs without Board approval.

11. All monies expended by the GRANTEE for the purpose contained herein at the option of the AUTHORITY shall be subject to audit review.

12. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

13. The GRANTEE shall comply with all federal, state, and local rules and regulations in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state, and local health and safety rules and regulations. The GRANTEE further agrees to ensure that the GRANTEE's contract will include this provision in all subcontracts issued as a result of this Agreement.



14. The AUTHORITY reserves the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

15. This Agreement may be unilaterally canceled by the AUTHORITY in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement pursuant to Chapter 119, Florida Statutes.

16. The AUTHORITY shall also have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE for non-compliance with the terms of this Agreement if not cured within thirty (30) days of written notice thereof from the AUTHORITY. The GRANTEE, upon notification from the AUTHORITY, agrees to refund and will forthwith pay to the AUTHORITY, the amount of money demanded by the AUTHORITY. Such refund shall include interest calculated at two percent (2%) over the prevailing prime rate as reported by the Federal Reserve on the date the AUTHORITY calculates the amount of refund due. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the AUTHORITY.

17. The employment of unauthorized aliens by a GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the GRANTEE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

18. No person on the grounds of race, creed, color, national origin, age, sex, marital status or ability level shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

19. This Agreement strictly prohibits expenditure of these funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

20. The GRANTEE shall have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to §11.45, Florida Statutes, and have a statement prepared by an independent certified public accountant which attests that the GRANTEE has complied with the provisions of this Agreement and whether the audit results in an unqualified opinion.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, or Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. A copy of the audit and attestation as required in Paragraph 20 shall be submitted to the AUTHORITY within one (1) year from the PROJECT completion date as set forth in Paragraph 8 or as extended by the AUTHORITY.

23. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modification or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be duly executed on the date and year first above written.

WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY

By: \_\_\_\_\_  
RICHARD HOFFMAN  
Chairperson

ATTEST:

By: \_\_\_\_\_  
JACKSON E. SULLIVAN  
Executive Director

HERNANDO COUNTY, a political  
Subdivision of the State of Florida

By: \_\_\_\_\_  
JOHN DRUZBICK  
Chairperson

ATTEST:

By: \_\_\_\_\_  
KAREN NICOLAI  
Clerk of Court

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
GARTH C. COLLIER  
County Attorney

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
LARRY M. HAAG  
Attorney for Authority

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
LOCAL GOVERNMENT WATER SUPPLY FUNDING  
ASSISTANCE PROGRAM**

**PROJECT GRANT AGREEMENT – DEVELOPMENT**

This Agreement is made and entered into this \_\_\_\_ day of September, 2010, by and between the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, (hereinafter called the "AUTHORITY"), and **MARION COUNTY, FLORIDA**, (hereinafter called the "GRANTEE"), in furtherance of funding assistance in the development of the "MARION COUNTY WATER CONSERVATION PROGRAM". In consideration of the mutual covenants contained herein and pursuant to Chapter 163, Laws of Florida, Florida Interlocal Cooperation Act of 1969, as subsequently amended, and Section 373.1962(2)(i), Florida Statutes, the parties hereto agree as follows:

1. The AUTHORITY has found that the implementation of water conservation programs by a member government is the primary purpose of the project known as the "MARION COUNTY WATER CONSERVATION PROGRAM" (hereinafter called the "PROJECT"), and enters into this Agreement with the GRANTEE for assisting in the funding of water conservation programs more particularly described in its Application. The PROJECT application is attached hereto marked Exhibit "A" and made a part hereof.

2. The GRANTEE shall provide the AUTHORITY with a copy of the GRANTEE's contract documents executed for the PROJECT and the third

party vendor providing said services in order to confirm the total project costs.

3. PROJECT FUNDING:

A. The AUTHORITY agrees to pay, on a reimbursement basis, to the GRANTEE, the sum of \$37,500.00 of the proposed \$78,587.50 total budget cost for the PROJECT.

B. The GRANTEE shall assume the first one-half (1/2) of said PROJECT costs before the AUTHORITY's reimbursement begins.

C. The GRANTEE shall provide the AUTHORITY with a schedule and description of "tasks" for the PROJECT with the cost associated with each task set forth. Additionally, GRANTEE shall provide in a form acceptable to the AUTHORITY an overall time and task chart as it relates to the overall PROJECT.

D. All PROJECT reimbursement requests shall include all documentation required by the AUTHORITY for proper audit review. The GRANTEE shall certify that each request for payment is appropriate and that said task or portion thereof has been completed.

E. The AUTHORITY shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date under this Agreement and, if the work and payment request are in accordance with all applicable requirements, approve the request for payment.

4. GRANTEE shall ensure that all services procured and all purchases of goods obtained for the accomplishment of the PROJECT shall be secured in accordance with applicable State and Federal laws and in accordance with the GRANTEE's adopted procurement procedures.

*needed?* 5. To the extent AUTHORITY funds are used for well development, such shall only be upon sites upon which the GRANTEE has permanent easements or within GRANTEE's public lands.

6. GRANTEE shall follow all State and Federal laws relating to its established audit and accounting procedures and as they relate to said PROJECT and cost reimbursements.

7. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the AUTHORITY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The AUTHORITY, State Auditor General, State Comptroller, and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT within the retention period.

8. This Agreement shall become effective upon execution and the GRANTEE shall complete preparation and/or construction of all PROJECT elements on or before September 30, 2011. The completion date may be

extended by the AUTHORITY for good cause at the written request of the GRANTEE and must be made prior to PROJECT completion date.

9. The AUTHORITY's Executive Director for the purposes of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall be responsible for recommending approval of all reimbursement requests to the AUTHORITY prior to payment. The GRANTEE's Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement.

10. The AUTHORITY, or Executive Director, shall have the authority to approve budget changes within individual tasks up to a total amount, not to exceed TEN PERCENT (10%) of total project costs without Board approval.

11. All monies expended by the GRANTEE for the purpose contained herein at the option of the AUTHORITY shall be subject to audit review.

12. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

13. The GRANTEE shall comply with all federal, state, and local rules and regulations in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state, and local health and safety rules and regulations. The GRANTEE further agrees to



ensure that the GRANTEE's contract will include this provision in all subcontracts issued as a result of this Agreement.

14. The AUTHORITY reserves the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

15. This Agreement may be unilaterally canceled by the AUTHORITY in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement pursuant to Chapter 119, Florida Statutes.

16. The AUTHORITY shall also have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE for non-compliance with the terms of this Agreement if not cured within thirty (30) days of written notice thereof from the AUTHORITY. The GRANTEE, upon notification from the AUTHORITY, agrees to refund and will forthwith pay to the AUTHORITY, the amount of money demanded by the AUTHORITY. Such refund shall include interest calculated at two percent (2%) over the prevailing prime rate as reported by the Federal Reserve on the date the AUTHORITY calculates the amount of refund due. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the AUTHORITY.

17. The employment of unauthorized aliens by a GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the GRANTEE knowingly employs unauthorized aliens, such violation

shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

18. No person on the grounds of race, creed, color, national origin, age, sex, marital status or ability level shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

19. This Agreement strictly prohibits expenditure of these funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

20. The GRANTEE shall have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to §11.45, Florida Statutes, and have a statement prepared by an independent certified public accountant which attests that the GRANTEE has complied with the provisions of this Agreement and whether the audit results in an unqualified opinion.

21. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, or Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. A copy of the audit and attestation as required in Paragraph 20 shall be submitted to the AUTHORITY within one (1) year from the PROJECT completion date as set forth in Paragraph 8 or as extended by the AUTHORITY.

23. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.

24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modification or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be duly executed on the date and year first above written.

WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY

By: \_\_\_\_\_  
RICHARD HOFFMAN  
Chairperson

ATTEST:

By: \_\_\_\_\_  
JACKSON E. SULLIVAN  
Executive Director

MARION COUNTY, a political  
Subdivision of the State of Florida

By: \_\_\_\_\_  
BARBARA FITOS  
Chairman

ATTEST:

By: \_\_\_\_\_  
DAVID R. ELLSPERMANN  
Clerk of Court

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ROBERT J. (JEFF) FOWLER  
Acting County Attorney

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
LARRY M. HAAG  
Attorney for Authority



## **GENERAL SERVICES CONTRACT**

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of October, 2010, by and between WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose offices are at 2379 Broad St., Brooksville, FL 34604, (hereinafter referred to as "AUTHORITY"), and WATER RESOURCE ASSOCIATES, INC., with offices at 4260 W. Linebaugh Ave., Tampa, Florida 33624, (hereinafter referred to as "CONSULTANT").

### **WITNESSETH:**

**WHEREAS**, the AUTHORITY has determined a need exists to engage the CONSULTANT to perform certain general engineering, hydrogeologic and other services; and,

**WHEREAS**, the AUTHORITY and the CONSULTANT have reviewed the request for professional services and the Scope of Services requested by the AUTHORITY.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and for the mutual consideration of the benefits of each, receipt of which is hereby given and accepted, the parties hereto accept to be bound by the terms and conditions set forth below.

### **I. SCOPE OF WORK AND SERVICES**

A. That the scope of work and services shall be that as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

B. CONSULTANT shall commence work on this contract immediately upon being given a notice to proceed by the AUTHORITY'S Executive Director. Work shall be scheduled to be completed by September 30, 2011. Should work not be completed within the time frame specified in the notice to proceed, CONSULTANT shall request a

specific extension of time in writing from the AUTHORITY. Extension of this timeframe shall be at the sole discretion of the AUTHORITY. If the request is made for good cause, an equitable extension shall not be unreasonably withheld.

## **II. USE AND OWNERSHIP**

A. Copies of all materials, reports, documents, drawings, specifications, computations, sketches, test data, photographs, and renderings related to the services and work performed hereunder shall be the property of the AUTHORITY. All originals shall be and remain the property of the CONSULTANT.

B. The CONSULTANT agrees that the AUTHORITY is not required in its development activities, to use any plan, report, drawing, advice, map, document, or study prepared by CONSULTANT and CONSULTANT waives all right to redress against the AUTHORITY if the AUTHORITY does not utilize same. Further, CONSULTANT agrees that the AUTHORITY, in its sole discretion, may utilize the aforesaid, or any part thereof, in any manner or in any modified or amended form and CONSULTANT waives any rights of redress against AUTHORITY arising out of such use. Any modifications or amendments to any of the CONSULTANTS work by the AUTHORITY shall release CONSULTANT from any and all liability in connection with such work thereafter and the AUTHORITY shall not use CONSULTANTS name thereon to the extent of such modification or amendments.

## **III. IDENTIFICATION OF PARTIES**

All references to CONSULTANT shall mean WATER RESOURCE ASSOCIATES, INC. All references to the AUTHORITY or client, as used herein, shall refer to the WITHLACOOCHIE REGIONAL WATER SUPPLY AUTHORITY.

#### **IV. INDEMNIFICATION**

A. The CONSULTANT shall promptly notify the AUTHORITY of all damage to property of the AUTHORITY and/or any and all damage to others or injuries sustained by any person, including employees of the CONSULTANT in any manner relating directly or indirectly to the work within the scope of this Agreement.

B. The CONSULTANT agrees to and does hereby indemnify and save the AUTHORITY harmless from and against any and all losses, damages, claims, actions, liability, attorneys' fees and expenses in contract or in tort, in connection with loss of life, bodily injury and/or property damage occurring on or about or arising out of these portions of the work under CONSULTANT'S control or wherever arising by any action or negligence of CONSULTANT or by it or its agents, servants, subconsultants, employees or materialman, should the same arise during the progress of the work.

#### **V. INSURANCE**

A. The CONSULTANTS shall secure and maintain in effect at all times, at its expense, insurance of the following kinds and limits to cover all locations of the CONSULTANT'S operations in connection with work on the project;

1. Worker's Compensation and Employer's Liability covering employees of the CONSULTANT.
  - a. Worker's Compensation with statutory limits of liability;
  - b. Employer's liability with the limit of liability of at least \$10,000.00 per accident or disease.
2. Public Liability Insurance covering the CONSULTANT'S legal liability for bodily injury in limits of not less than \$500,000.00 per person and



\$1,000,000.00 per occurrence and for property damage of not less than \$100,000.00 per accident and \$200,000.00 aggregate.

3. Automobile Liability Insurance for bodily injury in limits of not less than \$500,000.00 per person and \$1,000,000.00 per accident and for property damages of not less than \$200,000.00 per accident, providing coverage for any accident arising out of or resulting from the operation, maintenance or use by CONSULTANT, of any owned, non-owned or hired automobiles, trailers or other equipment required to be licensed.
4. Professional Liability Insurance for all facets of CONSULTANT'S operations and work, including errors, omissions, negligent acts covering this agreement with minimum limits of \$250,000.00 liability per occurrence and \$250,000.00 aggregate error or omissions.

#### **VI. COMPLIANCE WITH GOVERNMENTAL REGULATIONS**

The CONSULTANT shall keep, observe and perform all requirements of applicable federal, state and local laws, rules, regulations or ordinances.

#### **VII. WARRANTS AND CONFLICTS OF INTEREST**

The CONSULTANT represents and warrants that it has every legal right to enter into this Agreement and the CONSULTANT will not be restricted in providing the performances hereunder by any prior commitments. CONSULTANT hereby warrants that there is no conflict of interest in CONSULTANT'S present employment, if any, with the activities to be performed hereunder and shall advise the AUTHORITY if a conflict of interest arises in the future.

### **VIII. PERMITS AND LICENSES**

As to all licenses required by any governmental agencies, the CONSULTANT herein warrants that it possesses, as well as its employees, agents, and subconsultants, all applicable licenses as it relates to its profession and all permits and licenses required by any governmental agency in the performance of its duties under this Agreement and shall, concurrent with the execution hereof, provide adequate proof of such professional licenses.

### **IX. ASSIGNMENT**

This Agreement and the services hereunder are non-assignable by CONSULTANT unless the AUTHORITY has given written consent. Any attempted assignment without written consent shall be void.

### **X. INDEPENDENT CONTRACTOR**

In all matters relating to this Agreement, the CONSULTANT will be acting as an independent contractor. Neither the CONSULTANT nor the employees of the CONSULTANT, if any, are employees of the AUTHORITY under the meaning of the application of any federal or state unemployment insurance or obligations imposed by any one or more of such laws with respect to the employees of CONSULTANT, if any, in the performance of this Agreement. The CONSULTANT shall not have any authority to assume or create any obligation expressed or implied, on behalf of the AUTHORITY and the CONSULTANT shall have no authority to represent it as agent, employee or any other capacity than as herein set forth.

### **XI. PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person than a bona fide employee working solely for CONSULTANT to solicit or secure

this Agreement and that it 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 other consideration contingent upon or resulting from the award or making of this Agreement from breach or violation of this warranty, the AUTHORITY shall have the right to annul this agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **XII. SUBCONTRACTORS AND SUBSIDIARIES**

It is understood that the CONSULTANT shall notify the AUTHORITY, in writing, of its intent to utilize the support services of any sub-contractors, subsidiaries or "outside" technical services not otherwise expressly set forth in its response for professional services. The CONSULTANT shall be solely responsible for all payments to such firms or individuals employed by the CONSULTANT for any such services set forth in the scope of work.

## **XIII. EXPERTISE AND RESPONSIBILITIES OF CONSULTANT**

CONSULTANT represents that it possesses the expertise, skills and abilities to perform such services as is set forth in this Agreement and that they have reviewed, researched and understand the professional requirements of this Agreement. The CONSULTANT shall be responsible for the level of competence presently maintained by other practicing professional engineering organizations engaged in the same type of professional services at the time and place such services are rendered for the professional services, technical adequacy and accuracy of designs, drawings, specifications, documents and other work products furnished under this Agreement.

#### **XIV. NOTICES**

All notices or other official correspondence relating to the contractual matters between the AUTHORITY and the CONSULTANT shall be made by the United States Postal Service, First Class, Postage-Paid Mail addressed as follows:

AUTHORITY- Withlacoochee Regional Water Supply Authority  
Attn.: Jackson Sullivan, Executive Director  
2379 Broad St.  
Brooksville, FL 34604

CONSULTANT- Water Resource Associates, Inc.  
4260 W. Linebaugh Ave.  
Tampa, FL 33624

or such other address as either party may designate hereafter, in writing, delivered to the other party.

#### **XV. DEFAULT**

A. The occurrence of any of the following by either party shall constitute an event or default:

1. The filing of a petition by or against for adjudication as a bankrupt or insolvent or for reorganization, for the appointment of a receiver or trustee of the property;
2. An assignment for the benefit of creditor;
3. The taking of possession of the parties' property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the business;
4. Non-payment of compensation for CONSULTANT'S services;
5. Non-performance of the CONSULTANT under this Agreement.
6. Non-performance of the AUTHORITY under this Agreement.

B. Upon the occurrence of either of the foregoing or if either party shall fail to discharge and perform the obligations under this Agreement after having received five (5) days written notice from the non-defaulting party of its failure to perform, the non-defaulting party shall have the right, without prejudice, to any right or remedy afforded by law or equity, to terminate this Agreement.

C. If the defaulting party is the CONSULTANT and the AUTHORITY elects to terminate this Agreement, the CONSULTANT shall turn over to the AUTHORITY as the AUTHORITY'S property, copies of all materials, digital and non-digital maps, reports, documents, plans and other written documents, prepared by the CONSULTANT incident to its work under this Agreement. If the default shall occur for non-payment of consulting services wherein the CONSULTANT is not in breach of any terms and conditions of this Agreement, the CONSULTANT shall retain the right to hold in possession all work products performed under this Agreement until the default in payment is corrected.

#### **XVI. TERMINATION OF CONTRACT**

This contract shall only be terminated by the CONSULTANT by completion of the contract and all terms and conditions thereof. This contract may be terminated by the AUTHORITY upon thirty (30) days written notice, certified mail return receipt requested to the CONSULTANT for any reason. Upon such notification of cancellation, except in cases where there is a default by the CONSULTANT, the CONSULTANT agrees to terminate all work and that the AUTHORITY shall pay the CONSULTANT based on services rendered through the date of the receipt of the notice of termination.

## **XVII. BILLINGS AND COMPENSATION**

The CONSULTANT shall receive compensation and reimbursement for travel not to exceed the sum of \$25,000.00, and "CONSULTANT" shall invoice monthly as set forth below.

The AUTHORITY will be invoiced monthly for services rendered. Invoices shall be tied to the amounts and percent completion of tasks as outlined under "Fee Summary" in Exhibit "A". Invoices are due and payable by the AUTHORITY upon receipt. All design and/or permitting activities may stop if an invoice is not paid within forty-five (45) days of receipt by the AUTHORITY. The CONSULTANT shall not be held responsible for project delays caused from non-payment of invoices.

CONSULTANT shall be reimbursed for travel expenses contemplated by the tasks outlined in Exhibit "A" and reimbursement will be paid in accordance with Section 112.061 Florida Statutes, as may be amended from time to time.

## **XVIII. HEADINGS**

The headings used in this Agreement are for reference only and should not be relied upon nor used in the interpretation of same.

## **XIX. INTERPRETATION**

A. If the CONSULTANT is a partnership or corporation or a combination of two (2) engineering firms, all works in this Agreement, referring to the CONSULTANT, shall be read as though written in the plural or in the neutral gender as the case may be.

B. Venue in any dispute involving the parties to this contract shall be in Citrus County, Florida and jurisdiction shall be heard in the Circuit Court of Citrus County.

C. This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Florida. Should any clause, paragraph,

or other part of this Agreement be held or declared to be void or illegal, for any reason, by any Court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

## **XX. ENTIRE UNDERSTANDING**

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed, in writing, by the parties hereto.

## **XXI. MISCELLANEOUS PROVISIONS**

1. Diversity in Contracting and Subcontracting: The CONSULTANT agrees to provide to the AUTHORITY, upon final completion of the PROJECT, a report indicating all contractors and sub-contractors who performed work in association with the PROJECT, the amount spent with each contractor or sub-contractor, and whether each contractor or sub-contractor was a minority- or women-owned business enterprise. If no minority- or women-owned business enterprises were used in the performance of this Agreement, then the report shall so indicate.

2. Public Entity Crimes. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. CONSULTANT agrees to include this provision in all subcontracts issued as a result of this Agreement.

3. Discrimination. Pursuant to Subsection 267.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. CONSULTANT agrees to include this provision in all subcontracts issued as a result of this Agreement.

#### **XXII. BINDING EFFECT**

This Agreement shall not be binding until executed by all parties on the date so indicated below.

IN WITNESS WHEREOF have executed this Agreement by their duly authorized representatives on the date first above written.

WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY

By: \_\_\_\_\_  
RICHARD HOFFMAN  
Chairperson

ATTEST:

By: \_\_\_\_\_  
JACKSON E. SULLIVAN  
Executive Director



WATER RESOURCE ASSOCIATES INC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS

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

Continuing Professional Services – Withlacoochee Regional Water Supply Authority

Engineering and Water Resources General Services

Scope of Services

The Consultant will assist the WRWSA Board and Executive Director with the policy, administrative and technical aspects of the WRWSA Master Water Supply Planning and Implementation Program (MWSP&IP) and other activities that require outside support for the agency. The Consultants responsibilities will include but not be limited to:

1. Assisting the WRWSA Executive Director with water related policy issues;
2. Providing technical assistance regarding the regional water supply planning and implementation process;
3. Attendance at various board, water management district, county and city meetings;
4. Participation and coordination with WRWSA member governments;
5. Coordination with the SWFWMD and the SJRWMD;
6. Presentations regarding the MWSP&IP and other related activities to various boards, commissions, councils and other organizations;
7. Development of position papers and providing assistance developing WRWSA Board material; and
8. Other related activities requested and approved by the Executive Director.

## WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

### PROFESSIONAL SERVICES RATES (per hour)\*

|                                      |          |
|--------------------------------------|----------|
| Principal .....                      | \$195.00 |
| Senior Facilitator .....             | \$160.00 |
| Senior Professional Engineer .....   | \$160.00 |
| Senior Professional Geologist .....  | \$160.00 |
| Senior Hydrologist .....             | \$160.00 |
| Project Manager .....                | \$150.00 |
| Professional Engineer .....          | \$140.00 |
| Senior Environmental Scientist ..... | \$130.00 |
| Senior Planner .....                 | \$130.00 |
| Engineer .....                       | \$125.00 |
| Geologist .....                      | \$125.00 |
| Planner .....                        | \$100.00 |
| Environmental Scientist .....        | \$100.00 |
| CADD Designer .....                  | \$85.00  |
| Technician .....                     | \$70.00  |
| Administrative Assistant .....       | \$55.00  |

### OTHER DIRECT CHARGES

|                                       |                     |
|---------------------------------------|---------------------|
| Copying (B/W Prints) .....            | \$0.20 per page     |
| Copying (Color Prints) .....          | \$0.45 per page     |
| Drawings (B/W Prints) .....           | \$2.00 per sheet    |
| Drawings (Color Prints) .....         | \$15.00 per sheet   |
| Mylars .....                          | \$25.00 per sheet   |
| Mileage .....                         | \$0.55 per mile     |
| Postage/Courier and Overnight         |                     |
| Delivery Charges/Subcontractors ..... | (Actual cost + 15%) |

\*Plus a 15 percent service fee for handling and administration





**AGREEMENT**  
**(Marion County Water Conservation and Reclaimed Water Project)**

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of October, 2010, by and between WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose offices are at 2379 Broad St., Brooksville, FL 34604, (hereinafter referred to as "AUTHORITY"), and WATER RESOURCE ASSOCIATES, INC., with offices at 4260 W. Linebaugh Ave., Tampa, Florida 33624, (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, the AUTHORITY has determined it needs to engage the CONSULTANT to perform certain general engineering, hydrogeologic and other services related to the Marion County Water Conservation and Reclaimed Water Project; and,

**WHEREAS**, the AUTHORITY and the CONSULTANT have reviewed the request for professional services and the Scope of Services requested by the AUTHORITY.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and for the mutual consideration of the benefits of each, receipt of which is hereby given and accepted, the parties hereto accept to be bound by the terms and conditions set forth below.

**I. SCOPE OF WORK AND SERVICES**

A. That the scope of work and services shall be that as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

B. CONSULTANT shall commence work on this contract immediately upon being given a notice to proceed by the AUTHORITY'S Executive Director. Work shall be scheduled to be completed by September 30, 2011. Should work not be completed

within the time frame specified in the notice to proceed, CONSULTANT shall request a specific extension of time in writing from the AUTHORITY. Extension of this timeframe shall be at the sole discretion of the AUTHORITY. If the request is made for good cause, an equitable extension shall not be unreasonably withheld.

## **II. USE AND OWNERSHIP**

A. Copies of all materials, reports, documents, drawings, specifications, computations, sketches, test data, photographs, and renderings related to the services and work performed hereunder shall be the property of the AUTHORITY. All originals shall be and remain the property of the CONSULTANT.

B. The CONSULTANT agrees that the AUTHORITY is not required in its development activities, to use any plan, report, drawing, advice, map, document, or study prepared by CONSULTANT and CONSULTANT waives all right to redress against the AUTHORITY if the AUTHORITY does not utilize same. Further, CONSULTANT agrees that the AUTHORITY, in its sole discretion, may utilize the aforesaid, or any part thereof, in any manner or in any modified or amended form and CONSULTANT waives any rights of redress against AUTHORITY arising out of such use. Any modifications or amendments to any of the CONSULTANTS work by the AUTHORITY shall release CONSULTANT from any and all liability in connection with such work thereafter and the AUTHORITY shall not use CONSULTANTS name thereon to the extent of such modification or amendments.

## **III. IDENTIFICATION OF PARTIES**

All references to CONSULTANT shall mean WATER RESOURCE ASSOCIATES, INC. All references to the AUTHORITY or client, as used herein, shall refer to the WITHLACOOCHIEE REGIONAL WATER SUPPLY AUTHORITY.

#### **IV. INDEMNIFICATION**

A. The CONSULTANT shall promptly notify the AUTHORITY of all damage to property of the AUTHORITY and/or any and all damage to others or injuries sustained by any person, including employees of the CONSULTANT in any manner relating directly or indirectly to the work within the scope of this Agreement.

B. The CONSULTANT agrees to and does hereby indemnify and save the AUTHORITY harmless from and against any and all losses, damages, claims, actions, liability, attorneys' fees and expenses in contract or in tort, in connection with loss of life, bodily injury and/or property damage occurring on or about or arising out of these portions of the work under CONSULTANT'S control or wherever arising by any action or negligence of CONSULTANT or by it or its agents, servants, subconsultants, employees or materialman, should the same arise during the progress of the work.

#### **V. INSURANCE**

A. The CONSULTANTS shall secure and maintain in effect at all times, at its expense, insurance of the following kinds and limits to cover all locations of the CONSULTANT'S operations in connection with work on the project;

1. Worker's Compensation and Employer's Liability covering employees of the CONSULTANT.
  - a. Worker's Compensation with statutory limits of liability;
  - b. Employer's liability with the limit of liability of at least \$10,000.00 per accident or disease.
2. Public Liability Insurance covering the CONSULTANT'S legal liability for bodily injury in limits of not less than \$500,000.00 per person and

\$1,000,000.00 per occurrence and for property damage of not less than \$100,000.00 per accident and \$200,000.00 aggregate.

3. Automobile Liability Insurance for bodily injury in limits of not less than \$500,000.00 per person and \$1,000,000.00 per accident and for property damages of not less than \$200,000.00 per accident, providing coverage for any accident arising out of or resulting from the operation, maintenance or use by CONSULTANT, of any owned, non-owned or hired automobiles, trailers or other equipment required to be licensed.
4. Professional Liability Insurance for all facets of CONSULTANT'S operations and work, including errors, omissions, negligent acts covering this agreement with minimum limits of \$250,000.00 liability per occurrence and \$250,000.00 aggregate error or omissions.

#### **VI. COMPLIANCE WITH GOVERNMENTAL REGULATIONS**

The CONSULTANT shall keep, observe and perform all requirements of applicable federal, state and local laws, rules, regulations or ordinances.

#### **VII. WARRANTS AND CONFLICTS OF INTEREST**

The CONSULTANT represents and warrants that it has every legal right to enter into this Agreement and the CONSULTANT will not be restricted in providing the performances hereunder by any prior commitments. CONSULTANT hereby warrants that there is no conflict of interest in CONSULTANT'S present employment, if any, with the activities to be performed hereunder and shall advise the AUTHORITY if a conflict of interest arises in the future.



### **VIII. PERMITS AND LICENSES**

As to all licenses required by any governmental agencies, the CONSULTANT herein warrants that it possesses, as well as its employees, agents, and subconsultants, all applicable licenses as it relates to its profession and all permits and licenses required by any governmental agency in the performance of its duties under this Agreement and shall, concurrent with the execution hereof, provide adequate proof of such professional licenses.

### **IX. ASSIGNMENT**

This Agreement and the services hereunder are non-assignable by CONSULTANT unless the AUTHORITY has given written consent. Any attempted assignment without written consent shall be void.

### **X. INDEPENDENT CONTRACTOR**

In all matters relating to this Agreement, the CONSULTANT will be acting as an independent contractor. Neither the CONSULTANT nor the employees of the CONSULTANT, if any, are employees of the AUTHORITY under the meaning of the application of any federal or state unemployment insurance or obligations imposed by any one or more of such laws with respect to the employees of CONSULTANT, if any, in the performance of this Agreement. The CONSULTANT shall not have any authority to assume or create any obligation expressed or implied, on behalf of the AUTHORITY and the CONSULTANT shall have no authority to represent it as agent, employee or any other capacity than as herein set forth.

### **XI. PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person than a bona fide employee working solely for CONSULTANT to solicit or secure

this Agreement and that it 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 other consideration contingent upon or resulting from the award or making of this Agreement from breach or violation of this warranty, the AUTHORITY shall have the right to annul this agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **XII. SUBCONTRACTORS AND SUBSIDIARIES**

It is understood that the CONSULTANT shall notify the AUTHORITY, in writing, of its intent to utilize the support services of any sub-contractors, subsidiaries or "outside" technical services not otherwise expressly set forth in its response for professional services. The CONSULTANT shall be solely responsible for all payments to such firms or individuals employed by the CONSULTANT for any such services set forth in the scope of work.

## **XIII. EXPERTISE AND RESPONSIBILITIES OF CONSULTANT**

CONSULTANT represents that it possesses the expertise, skills and abilities to perform such services as is set forth in this Agreement and that they have reviewed, researched and understand the professional requirements of this Agreement. The CONSULTANT shall be responsible for the level of competence presently maintained by other practicing professional engineering organizations engaged in the same type of professional services at the time and place such services are rendered for the professional services, technical adequacy and accuracy of designs, drawings, specifications, documents and other work products furnished under this Agreement.

#### **XIV. NOTICES**

All notices or other official correspondence relating to the contractual matters between the AUTHORITY and the CONSULTANT shall be made by the United States Postal Service, First Class, Postage- Paid Mail addressed as follows:

AUTHORITY- Withlacoochee Regional Water Supply Authority  
Attn.: Jackson Sullivan, Executive Director  
2379 Broad St.  
Brooksville, FL 34604

CONSULTANT- Water Resource Associates, Inc.  
4260 W. Linebaugh Ave.  
Tampa, FL 33624

or such other address as either party may designate hereafter, in writing, delivered to the other party.

#### **XV. DEFAULT**

A. The occurrence of any of the following by either party shall constitute an event or default:

1. The filing of a petition by or against for adjudication as a bankrupt or insolvent or for reorganization, for the appointment of a receiver or trustee of the property;
2. An assignment for the benefit of creditor;
3. The taking of possession of the parties' property by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the business;
4. Non-payment of compensation for CONSULTANT'S services;
5. Non-performance of the CONSULTANT under this Agreement.
6. Non-performance of the AUTHORITY under this Agreement.

B. Upon the occurrence of either of the foregoing or if either party shall fail to discharge and perform the obligations under this Agreement after having received five (5) days written notice from the non-defaulting party of its failure to perform, the non-defaulting party shall have the right, without prejudice, to any right or remedy afforded by law or equity, to terminate this Agreement.

C. If the defaulting party is the CONSULTANT and the AUTHORITY elects to terminate this Agreement, the CONSULTANT shall turn over to the AUTHORITY as the AUTHORITY'S property, copies of all materials, digital and non-digital maps, reports, documents, plans and other written documents, prepared by the CONSULTANT incident to its work under this Agreement. If the default shall occur for non-payment of consulting services wherein the CONSULTANT is not in breach of any terms and conditions of this Agreement, the CONSULTANT shall retain the right to hold in possession all work products performed under this Agreement until the default in payment is corrected.

#### **XVI. TERMINATION OF CONTRACT**

This contract shall only be terminated by the CONSULTANT by completion of the contract and all terms and conditions thereof. This contract may be terminated by the AUTHORITY upon thirty (30) days written notice, certified mail return receipt requested to the CONSULTANT for any reason. Upon such notification of cancellation, except in cases where there is a default by the CONSULTANT, the CONSULTANT agrees to terminate all work and that the AUTHORITY shall pay the CONSULTANT based on services rendered through the date of the receipt of the notice of termination.

## **XVII. BILLINGS AND COMPENSATION**

The CONSULTANT shall receive compensation and reimbursement for travel not to exceed the sum of \$20,000.00, and "CONSULTANT" shall invoice monthly as set forth below.

The AUTHORITY will be invoiced monthly for services rendered. Invoices shall be tied to the amounts and percent completion of tasks as outlined under "Fee Summary" in Exhibit "A". Invoices are due and payable by the AUTHORITY upon receipt. All design and/or permitting activities may stop if an invoice is not paid within forty-five (45) days of receipt by the AUTHORITY. The CONSULTANT shall not be held responsible for project delays caused from non-payment of invoices.

CONSULTANT shall be reimbursed for travel expenses contemplated by the tasks outlined in Exhibit "A" and reimbursement will be paid in accordance with Section 112.061 Florida Statutes, as may be amended from time to time.

## **XVIII. HEADINGS**

The headings used in this Agreement are for reference only and should not be relied upon nor used in the interpretation of same.

## **XIX. INTERPRETATION**

A. If the CONSULTANT is a partnership or corporation or a combination of two (2) engineering firms, all works in this Agreement, referring to the CONSULTANT, shall be read as though written in the plural or in the neutral gender as the case may be.

B. Venue in any dispute involving the parties to this contract shall be in Citrus County, Florida and jurisdiction shall be heard in the Circuit Court of Citrus County.

C. This Agreement and all the terms and provisions shall be interpreted and construed according to the laws of the State of Florida. Should any clause, paragraph,

or other part of this Agreement be held or declared to be void or illegal, for any reason, by any Court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

## **XX. ENTIRE UNDERSTANDING**

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed, in writing, by the parties hereto.

## **XXI. MISCELLANEOUS PROVISIONS**

1. Diversity in Contracting and Subcontracting: The CONSULTANT agrees to provide to the AUTHORITY, upon final completion of the PROJECT, a report indicating all contractors and sub-contractors who performed work in association with the PROJECT, the amount spent with each contractor or sub-contractor, and whether each contractor or sub-contractor was a minority- or women-owned business enterprise. If no minority- or women-owned business enterprises were used in the performance of this Agreement, then the report shall so indicate.

2. Public Entity Crimes. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided

in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. CONSULTANT agrees to include this provision in all subcontracts issued as a result of this Agreement.

3. Discrimination. Pursuant to Subsection 267.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. CONSULTANT agrees to include this provision in all subcontracts issued as a result of this Agreement.

#### **XXII. BINDING EFFECT**

This Agreement shall not be binding until executed by all parties on the date so indicated below.

IN WITNESS WHEREOF have executed this Agreement by their duly authorized representatives on the date first above written.

WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY

By: \_\_\_\_\_  
RICHARD HOFFMAN  
Chairperson

ATTEST:

By: \_\_\_\_\_  
JACKSON E. SULLIVAN  
Executive Director

WATER RESOURCE ASSOCIATES INC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS

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



## **EXHIBIT "A"**

### **WRWSA Water Conservation and Reclaimed Water Initiative**

Objective: The objective of the WRWSA Water Conservation and Reclaimed Water Initiative (Initiative) is to assist WRWSA members within the St. Johns River Water Management District (SJRWMD) in developing efficient and cost-effective water conservation and reclaimed water programs that lower existing and future water demands. This demand reduction will lessen the need for future water supply development and support local governments in their efforts to manage and lessen per capita rates.

#### **Tasks:**

- Identify members within the SJRWMD with water usage;
- Determine per capita rates for these members;
- Prioritize communities based on Consumptive Use Permit (CUP) renewal dates;
- Determine if utilization of the SWFWMD "Non-Agricultural Water Conservation Model" and qualitative water conservation information (contained in Phase II Report) is applicable in the SJRWMD to review potential water conservation initiatives. If so, make recommendations to the WRWSA on its use;
- Meet with SJRWMD to discuss member per capita rate trends, conservation programs already instituted, conservation model results for individual members, cost-effective options for members and budgetary opportunities/constraints;
- Determine and prioritize proposed reclaimed water projects that potentially will effectuate the greatest impacts to potable water supply usage;
- Schedule and facilitate meetings with member governments and SJRWMD including local officials, utility staff and conservation staff.
- Develop a three (3) year capital budget for member governments that would include conservation and reclaimed water projects that would be eligible for cooperative funding from SJRWMD and WRWSA;
- Advocate on behalf of member governments for funding for water conservation and reclaimed water projects utilizing the initiative report and capital budget; and
- Screen requests by member governments for WRWSA funding utilizing the initiative report and capital budget.

## WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

### PROFESSIONAL SERVICES RATES (per hour)\*

|                                      |          |
|--------------------------------------|----------|
| Principal .....                      | \$195.00 |
| Senior Facilitator .....             | \$160.00 |
| Senior Professional Engineer .....   | \$160.00 |
| Senior Professional Geologist .....  | \$160.00 |
| Senior Hydrologist .....             | \$160.00 |
| Project Manager .....                | \$150.00 |
| Professional Engineer .....          | \$140.00 |
| Senior Environmental Scientist ..... | \$130.00 |
| Senior Planner .....                 | \$130.00 |
| Engineer .....                       | \$125.00 |
| Geologist .....                      | \$125.00 |
| Planner .....                        | \$100.00 |
| Environmental Scientist .....        | \$100.00 |
| CADD Designer .....                  | \$85.00  |
| Technician .....                     | \$70.00  |
| Administrative Assistant .....       | \$55.00  |

### OTHER DIRECT CHARGES

|                                       |                     |
|---------------------------------------|---------------------|
| Copying (B/W Prints) .....            | \$0.20 per page     |
| Copying (Color Prints) .....          | \$0.45 per page     |
| Drawings (B/W Prints) .....           | \$2.00 per sheet    |
| Drawings (Color Prints) .....         | \$15.00 per sheet   |
| Mylars .....                          | \$25.00 per sheet   |
| Mileage .....                         | \$0.55 per mile     |
| Postage/Courier and Overnight         |                     |
| Delivery Charges/Subcontractors ..... | (Actual cost + 15%) |

\*Plus a 15 percent service fee for handling and administration





## **SECOND AMENDMENT TO PHASE VII AGREEMENT**

**THIS SECOND AMENDMENT TO AGREEMENT**, made and entered into on the 1<sup>st</sup> day of October, 2010, by and between WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose office is at 2379 Broad St., Brooksville, FL 34604, hereinafter referred to as "AUTHORITY", and WATER RESOURCE ASSOCIATES, INC., whose office is at 4260 W. Linebaugh Ave., Tampa, FL 33624, hereinafter referred to as "CONSULTANT".

### **WITNESSETH:**

WHEREAS, the AUTHORITY and CONSULTANT entered into two (2) Agreements on April 18, 2007, one Agreement dealing with the Withlacoochee Master Regional Water Supply Planning and Implementation Program (Phase II): Water Supply Feasibility Analysis and the other with the Withlacoochee Master Regional Water Supply Planning and Implementation Program (Phase VII): Northern District Modeling & Local Community Technical Support (H037); and,

WHEREAS, on the 16<sup>th</sup> day of July, 2008, the AUTHORITY and CONSULTANT amended the Scope of Services as outlined in the above referenced Agreements in order to make Marion County a part of the Water Supply Feasibility Analysis and Planning and Implementation Program as set forth in Phase II and Phase VII; and,

WHEREAS, the AUTHORITY and CONSULTANT wish to further amend the Scope of Services as outlined in the original Agreements and the Amendments thereto by amending the Scope of Services for the Withlacoochee Regional Master Water Supply Planning and Implementation Program (Phase VII); Northern District Modeling and Local Community Technical Support (H037) to include the Development of the Regional Framework Concept and implementation of the Master Plan Recommendations as provided in the 2010-2011 Budget of the AUTHORITY.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for the mutual consideration of the benefits of each, receipt of which is hereby given and accepted, the parties hereby accept to be bound by the terms and conditions set forth below.

1. The recitations stated above are true and correct and made a part of this Agreement.

2. CONSULTANT shall undertake the completion of the Scope of Work and Services as set forth in Exhibit "A", a copy of which is attached hereto and made a part hereof.

3. CONSULTANT shall commence work on this contract immediately upon being given notice to proceed by AUTHORITY's Executive Director. Work shall be scheduled to be completed by September 30, 2011. Should work not be completed within the time frame specified in the notice to proceed, CONSULTANT shall request a specific extension of time in writing from the AUTHORITY. Extension of this timeframe shall be at the sole discretion of the AUTHORITY. If the request is made for good cause, an equitable extension shall not be unreasonably withheld.

4. AUTHORITY agrees to compensate CONSULTANT in accordance with the schedule as set forth in Exhibit "B", a copy of which is attached hereto and made a part hereof.

5. The CONSULTANT shall receive compensation and reimbursement for travel not to exceed the sum of \$80,000.00 and CONSULTANT shall invoice monthly as set forth below. Fifty Seven Thousand Dollars (\$57,000.00) of the above contract's sum shall come from the Withlacoochee Regional Master Water Supply Planning and Implementation Program (Phase VII); Northern District Modeling and Local Community Technical Support (H037); and Twenty Three Thousand Dollars (\$23,000.00) shall come from the line item entitled Implementation of Master Plan Recommendations as set forth in the 2010-2011 Budget of the AUTHORITY.

6. Except as modified herein the Agreements between AUTHORITY and CONSULTANT as executed on April 18, 2007 for Phase VII, and any amendments thereto, shall remain in full force and effect.

7. CONSULTANT shall separate its billing for work and services attributable to that portion of Marion County located within boundary of the St. Johns Water Management District from that portion of Marion County located with the boundary of the Southwest Florida Water Management District.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives on the date first above written.

ATTESTED:

**WITHLACOOCHEE REGIONAL WATER  
WATER SUPPLY AUTHORITY**

\_\_\_\_\_  
JACKSON SULLIVAN  
Executive Director

By: \_\_\_\_\_  
Printed Name: RICHARD HOFFMAN  
Its: Chairperson

ATTESTED:

**WATER RESOURCE ASSOCIATES, INC.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: PETER G. HUBBELL  
Its: Principal

APPROVED AS TO FORM AND  
CORRECTNESS

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

## EXHIBIT "A"

### **Amendment to Scope of Services for the Withlacoochee Master Regional Water Supply Planning and Implementation Program (Phase VII): Northern District Modeling & Local Community Technical Support (HO37) -- WRWSA Regional Framework & Water Supply Development Partnership Initiative**

Objective: The objective of the WRWSA Regional Framework & Water Supply Development Partnership Initiative (Initiative) is to begin the development of the WRWSA Regional Framework, which will assist in guiding future water supply development within the region for member governments. The regional framework concept has been embraced by the WRWSA Board as the planning tool for the development of remaining traditional groundwater supplies in a manner that will allow the efficient introduction of regionally developed alternative water supplies. The Initiative includes the development of conceptual alternatives for utility interconnections, potential routes for pipelines, investigation of rights-of-way and lands required for water supply development.

Another objective of the Initiative is to begin the implementation of recommendations included in the Phase II report regarding short-term water supply development. This includes coordination with members that require groundwater and considering developing these projects in a regional manner. Another task within the Initiative will be coordination with the water management districts to develop incentives for regional cooperation among members in water supply development.

#### **Tasks:**

- Design and facilitate a workshop that includes WRWSA TRC members and utility personnel to discuss the process of developing the framework and gather input into its formulation;
- Develop a conceptual plan for the WRWSA Regional Framework;
  - Determine actual water demand numbers considering demand management and compliance per capita numbers;
  - Identify sequence and timing of needed projects, critical demand areas and potential partners' governance and contractual needs based on latest population and demand data;
  - Determine land requirements for water supply development and infrastructure;
  - Develop conceptual options for interconnections between partners;

- Identify potential routes for pipelines and other utility infrastructure;
  - Prioritize interconnections based on demands;
  - Develop preliminary cost estimates; and
  - Develop an implementation plan with scheduled phases.
- Initiate dialogue with potential regional water supply partners;
- Facilitate and participate in discussions with potential partners regarding WRWSA participation in water supply development and operations.



## WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

### PROFESSIONAL SERVICES RATES (per hour)\*

|                                     |          |
|-------------------------------------|----------|
| Principal.....                      | \$195.00 |
| Senior Facilitator.....             | \$160.00 |
| Senior Professional Engineer.....   | \$160.00 |
| Senior Professional Geologist.....  | \$160.00 |
| Senior Hydrologist.....             | \$160.00 |
| Project Manager.....                | \$150.00 |
| Professional Engineer.....          | \$140.00 |
| Senior Environmental Scientist..... | \$130.00 |
| Senior Planner.....                 | \$130.00 |
| Engineer.....                       | \$125.00 |
| Geologist.....                      | \$125.00 |
| Planner.....                        | \$100.00 |
| Environmental Scientist.....        | \$100.00 |
| CADD Designer.....                  | \$85.00  |
| Technician.....                     | \$70.00  |
| Administrative Assistant.....       | \$55.00  |

### OTHER DIRECT CHARGES

|                                      |                     |
|--------------------------------------|---------------------|
| Copying (B/W Prints).....            | \$0.20 per page     |
| Copying (Color Prints).....          | \$0.45 per page     |
| Drawings (B/W Prints).....           | \$2.00 per sheet    |
| Drawings (Color Prints).....         | \$15.00 per sheet   |
| Mylars.....                          | \$25.00 per sheet   |
| Mileage.....                         | \$0.55 per mile     |
| Postage/Courier and Overnight        |                     |
| Delivery Charges/Subcontractors..... | (Actual cost + 15%) |

\*Plus a 15 percent service fee for handling and administration





RESOLUTION NO. 2010- \_\_\_\_\_

A RESOLUTION OF THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY ("AUTHORITY") DECLARING ITS POLICY WITH RESPECT TO THE LOCATION OF PUBLIC RECORDS AND THE CHARGING FOR COPIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Withlacoochee Regional Water Supply Authority, ("Authority"), stores its public records at several locations, those being the Hernando County Public Records Depository, the Authority's offices in the District Headquarters of the Southwest Florida Water Management District, and the office of the Executive Director located in Tallahassee, Florida; and,

**WHEREAS**, the Authority wishes to establish the fees charged to the general public requesting copies of public records of the Authority; and,

**WHEREAS**, due to the location of the Authority's public records, several different fees may be charged due to the fact that they are stored by different governmental agencies.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Withlacoochee Regional Water Supply Authority, ("Authority"), at its regular meeting on the 15<sup>th</sup> day of September, 2010, as follows:

1. All records of the Authority stored at the Hernando County Public Records Depository shall be available to the public for inspection and, if copies are desired, the cost of said copies would be equal to whatever rate is charged by Hernando County for copies at their records depository facility. All funds collected by Hernando County for copying the records of the Authority shall be considered funds of Hernando County and not that of the Authority.

2. All records of the Authority held at the Authority's office located at the District Office of the Southwest Florida Water Management District shall be available to the public for inspection and, if copies are desired, the cost of said copies would be equal to whatever rate is charged by the Southwest Florida Water Management District for copies at their facility. All funds received by the Southwest Florida Water Management District from the copying of the Authority's records shall be considered the revenue of the Southwest Florida Water Management District and not that of the Authority.

3. All public records of the Authority held in the possession of the Executive Director shall be open to inspection and should a member of the public desire copies thereof said copies shall be provided free of charge. Any cost of duplication for said copies shall be borne by the Authority.

4. Elected officials of any of the member counties and cities of the Authority, as well as their managers, administrators and department heads, shall receive copies of the Authority's records free of charge. Any cost of duplication for said copies shall be borne by the Authority.

**DONE AND ADOPTED** this \_\_\_\_\_ day of September, 2010.

WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY

By: \_\_\_\_\_  
RICHARD HOFFMAN  
Chairperson

ATTEST:

By: \_\_\_\_\_  
JACKSON E. SULLIVAN  
Executive Director

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
LARRY M. HAAG  
Attorney for Authority