



**WITHLACOOCHEE
REGIONAL
WATER
SUPPLY
AUTHORITY**

Board Meeting Package

May 17, 2017
3:30 p.m.

Meeting Location:

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

Withlacoochee Regional Water Supply Authority

Board of Directors

Effective February 2017

Office	Board Members
Chair	The Honorable Nick Nicholson
Vice Chair	The Honorable Michelle Stone
Treasurer	The Honorable Stephen Printz

Jurisdiction	Board Members
Citrus County	The Honorable Scott Carnahan
	The Honorable Jeff Kinnard
Hernando County	The Honorable Steve Champion
	The Honorable Nick Nicholson
Marion County	The Honorable Kathy Bryant
	The Honorable Michelle Stone
	The Honorable Carl Zalak
Sumter County	The Honorable Al Butler
	The Honorable Stephen Printz
City of Belleview	The Honorable Ron Livsey
City of Brooksville	The Honorable William Kemerer
City of Bushnell	The Honorable Dale Swain
City of Crystal River	The Honorable Ken Brown

Meeting Dates

The schedule of meetings for the 2016-2017 fiscal year are as follows:

October 19, 2016	April 19, 2017
November 16, 2016	May 17, 2017
December 21, 2016	June 21, 2017
January 18, 2017	July 19, 2017
February 15, 2017	August 16, 2017
March 15, 2017	September 20, 2017

**MEMORANDUM**

To: Water Supply Authority Board of Directors and Interested Parties

From: Richard S. Owen, Executive Director

Date: May 5, 2017

Subject: Monthly Meeting of the Withlacoochee Regional Water Supply Authority

The next meeting of the Withlacoochee Regional Water Supply Authority will be on **Wednesday, May 17, 2017, 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

Enclosed for your review are the following items:

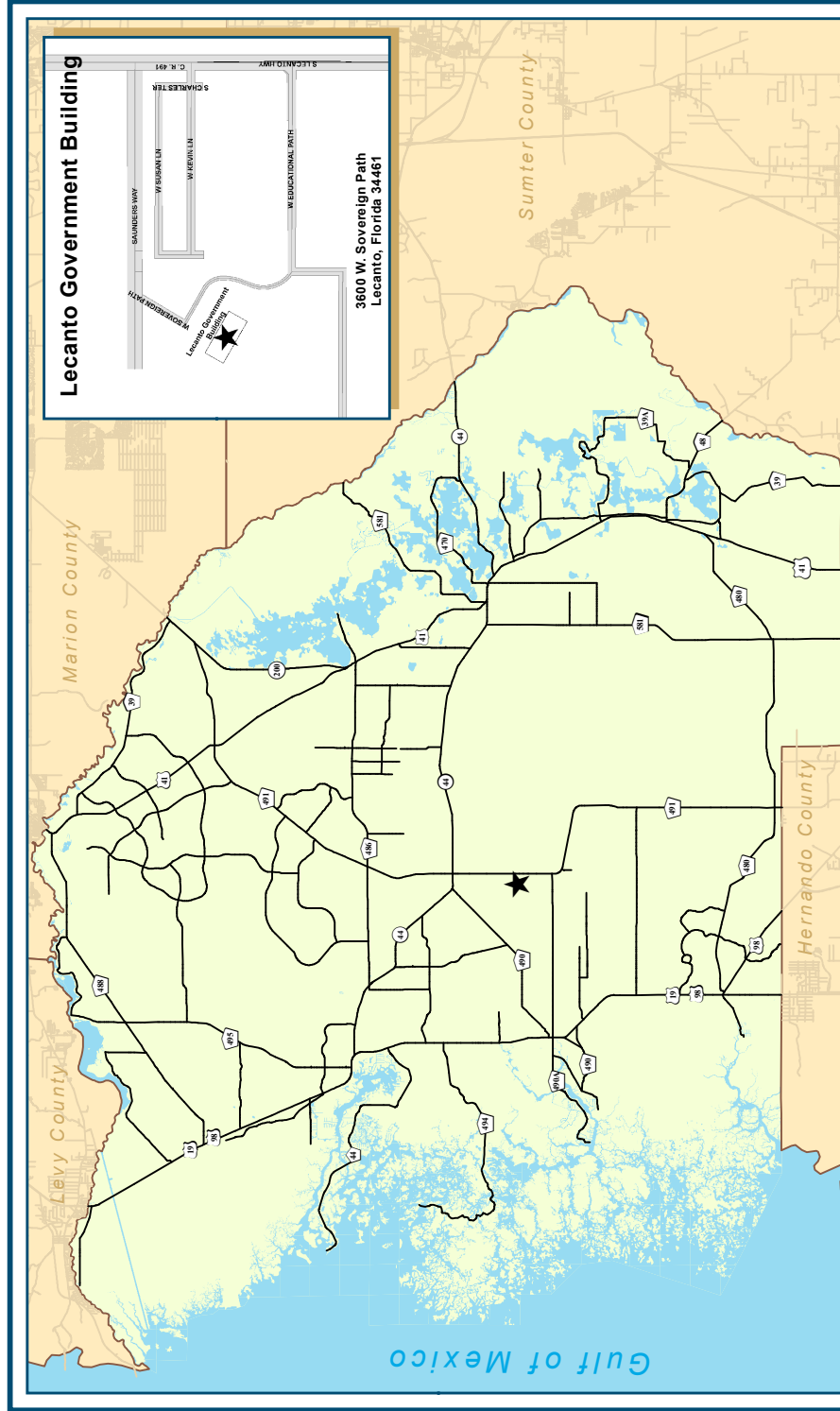
- Agenda
- Minutes of the March 15, 2017 meeting
- Board Package*

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

Enclosures

* Copies of the Board Package are available through the Internet. Log on to www.wrwsa.org.

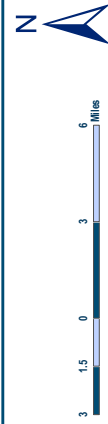
- On the Authority's Home Page go to the left side of the page and click on "Meetings."
- On the slide out menu is a button for the current Board Package.
- Click on the Board Package to download and/or print.



Office of Geographic Information Systems

Prepared By : R.W. Voth
Date: January 4, 2012
Source: Enterprise Geodatabase
Map Number: BV000029

Lecanto Government Building Locator Map



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

From Brooksville:

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

From Ocala

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

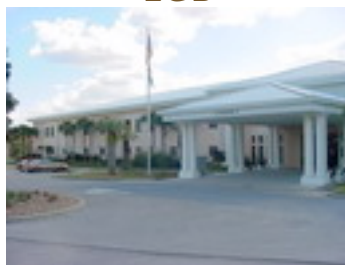
From Bushnell

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

From Wildwood

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

LGB



WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
A G E N D A

May 17, 2017 -- 3:30 p.m.

LECANTO GOVERNMENT BUILDING -- ROOM 166
3600 W. Sovereign Path, Lecanto, Florida 34461

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

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3. Introductions and Announcements . . . Richard Owen, WRWSA	
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13. Other Business	
14. Next Meeting	
• Consider Canceling June 21, 2017 Meeting	
• Next Meeting: July 19, 2017 -- 3:30 p.m., Lecanto Government Building -- Room 166	
15. Adjournment	

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

Item 4

Approval of Minutes

DRAFT

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

Minutes of the Meeting March 15, 2017

TIME: 3:30 p.m.
PLACE: Lecanto Government Building
ADDRESS: 3600 W. Sovereign Path, Room 166, Lecanto, Florida 34461

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

1. Call to Order

Chairman Nicholson called the Withlacoochee Regional Water Supply Authority (WRWSA) Board of Directors meeting to order at 3:37 p.m. and requested a roll call.

2. Roll Call

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

BOARD MEMBERS PRESENT

Nick Nicholson, *Chairman*, Hernando County Commissioner
Stephen Printz, *Treasurer*, Sumter County Commissioner
Al Butler, Sumter County Commissioner
Scott Carnahan, Citrus County Commissioner
Steve Champion, Hernando County Commissioner
William Kemerer, Brooksville City Councilor
Jeff Kinnard, Citrus County Commissioner
Ron Livsey, Belleview City Commissioner
Dale Swain, Bushnell City Councilor
Ken Brown, Crystal River City Councilor

BOARD MEMBERS ABSENT

Kathy Bryant, Marion County Commissioner
Michelle Stone, *Vice Chairman*, Marion County Commissioner
Carl Zalak, Marion County Commissioner

3. Introductions and Announcements

- *Introductions.* Mr. Owen recognized Authority staff present for this meeting. Audience members introduced themselves for the Board's information.
- *Announcements.* Mr. Owen noted that Item 13.f., Executive Director's Report – Other, will be a request to adopt a drinking water proclamation.

WRWSA STAFF PRESENT

Richard Owen, Executive Director
Larry Haag, Attorney
LuAnne Stout, Administrative Asst.

LOCAL GOVERNMENT STAFF PRESENT

Brian Armstrong, SWFWMD Executive Director
Debra Burden, Citrus County Water Conservation Manager
Ken Cheek, Citrus County Water Resources
Melissa Gulvin, SWFWMD Gov't Affairs Program Manager
BJ Jarvis, Citrus County Extension Office
Gordon Onderdonk, Hernando County Utilities Director

4. Approval of Minutes

A copy of the January 18, 2017 minutes was provided in the Board's meeting materials. Following consideration, **Mr. Printz moved to approve the minutes for the January 18, 2017 meeting as presented. The motion was seconded by Mr. Brown and carried unanimously.**

5. Public Comment – No speaker cards were submitted.

6. Southwest Florida Water Management District Update

Mr. Brian Armstrong, Executive Director of the Southwest Florida Water Management District (SWFWMD), provided the Board with an update of significant activities at the District. Using a presentation entitled “Solving the Water Puzzle,” Mr. Armstrong highlighted information being used for resource protection, determining future water demand, and proposed regional projects.

Discussion ensued regarding desalination, per capita demand, conservation, reuse’s changing emphasis, and funding. The Board thanked Mr. Armstrong for attending today’s meeting.

This was an information item only and no action required.

7. Weeki Wachee River SWIM Plan Resolution

Mr. Owen noted the title was incorrect and should have been Weeki Wachee River instead of Rainbow River. The SWFWMD has completed its proposed Surface Water Improvement and Management (SWIM) Plan for the Weeki Wachee River. At its December 14, 2016 meeting, the Springs Coast Management Committee, on which the WRWSA represents Public Supply, recommended approval of the Weeki Wachee River SWIM Plan. At its January 11, 2017 meeting, the Springs Coast Steering Committee, on which a number of member governments sit, also recommended approval of the Plan. The SWFWMD Governing Board is scheduled to consider approval of the Plan at its March 28, 2017 meeting. The SWIM Plan is intended to guide not only the SWFWMD’s future management actions, but also those actions of the many stakeholders involved, including many of the Authority’s member governments.

Staff recommended approval of Resolution 17-01 which was included in the Board’s meeting materials as an exhibit to this item.

Following consideration, **Mr. Carnahan moved, seconded by Mr. Printz, to approve and execute Resolution 17-01, A Resolution by the Withlacoochee Regional Water Supply Authority in Support of the Weeki Wachee River Surface Water Improvement and Management Plan, as contained in the exhibit. The motion carried unanimously.**

This resolution was made a part of these minutes as if set forth in full but, for convenience, was filed in the permanent resolution files of the WRWSA.

8. Crystal River / Kings Bay Minimum Flows and Levels Development

Mr. Owen noted that the SWFWMD is proposing changes to its Cooperative Funding Policy and has solicited input from the Authority’s staff. Among the various changes being proposed, most pertinent to the WRWSA are changes that address the “base supply” of alternative water supply projects. The changes, as presented at the SWFWMD Governing Board’s January 31, 2017 meeting, were included in the Board’s meeting materials as an exhibit to this item.

Mr. Owen reviewed the proposed changes to solicit any Board input for communication back to the SWFWMD. Discussion ensued about future project identification, proposals and funding assistance; and third-party review of project design and cost increases. Mr. Armstrong provided clarification for this item in response to Board member comments.

This was an information item only and no action required.

9. Board Orientation

Mr. Owen said that, since the Board has several new members, the purpose of this item is to provide members with an overview of the Authority, its current work program and ongoing priorities. He briefly discussed continued partnership with Citrus County on the Charles A. Black Wellfield; Regional Water Supply Planning – maximizing traditional and alternative water supplies and avoiding competition for limited groundwater supplies; Water Conservation – meeting and surpassing the WMDs’ requirements; MFLs – staying ahead of the curve with prevention strategies; and

partnering with members and the WMDs in water supply development. Mr. Owen addressed Board member concerns regarding Levy County's position.

This was an information item only and no action required.

10. WRWSA Local Government Grant Program

Mr. Owen noted that since 2005, the Authority has funded an annual grants program that provides matching funds for water conservation and water supply development projects. Member governments and other utilities in the region have applied for and received cooperative grants for projects of mutual benefit. The 2017/18 grants cycle will begin with an announcement to be sent to utility directors and water conservation coordinators regarding the Authority's Local Government Grant Program. A copy of the proposed announcement was included in the Board's meeting materials as an exhibit to this item.

Mr. Owen said, in order to provide for this continuing program in the upcoming 2017/18 fiscal year, and to allow staff to prepare the 2017/18 budget, staff requests the Board establish the total amount available in the fiscal year for the Program. In the recent past, the Board has established a total amount of \$130,000 and limited funding to water conservation projects. This amount would be a significant contribution toward implementing conservation in the region.

In response to Chairman Nicholson's request, Mr. Owen briefly outlined the type of projects that can be funded through this program.

Following consideration, **Mr. Carnahan moved, seconded by Mr. Brown, for the Board to set the total allocation of funds in fiscal year 2017/18 for the Local Government Grant Program at \$130,000 and limit such grants to water conservation projects. The motion carried unanimously.**

11. Charles A. Black Wellfield Pumpage

Mr. Owen said recent pumpage at the Charles A. Black (CAB) wellfield has reached and just slightly exceeded the permitted quantity (4.597 million gallons per day on an annual average basis) on its Water Use Permit issued by SWFWMD. It is the SWFWMD's practice to send a notification of over-pumpage only when the permitted quantity has been exceeded by five percent or more. Recent pumpage has not exceeded this threshold. There is concern that if demand in the wellfield service area is not reduced, this threshold may be exceeded.

Mr. Owen reviewed recent pumpage, and discussed the permit and contractual requirements. Mr. Ken Cheek, Citrus County Department of Water Resources, briefly addressed the rolling 12-month average and significance to the pumpage issue.

This was an information item and no action required.

12. Charles A. Black Wellfield Well #4 Replacement

Mr. Owen noted that, at the November 2015 meeting, the Board received a report on the need to remediate well number 7 of the CAB wellfield. Pursuant to the Contract for Water Supply between Citrus County and the Authority, Citrus County is responsible for all operation and maintenance of the Authority's CAB wellfield. At that meeting, the Board authorized staff to issue a work order to C&D Engineering to evaluate the available options and to provide a recommendation to the Authority and Citrus County on how best to proceed.

More recently, Citrus County has been having problems with well number 4 and has informed the Authority staff of the need to proceed with a similar remediation. The anticipated costs for the replacement of well number 4 pump and motor is a not-to-exceed amount of \$85,000. Funds for this work will come from the Authority's Renewal and Replacement Fund. This fund had a balance of \$2,141,668.10 at the end of the September 2016.

This was an information item and no action required.

13. Executive Director's Report

- a. **Bills to be Paid** – Mr. Owen noted that February's bills paid were included in the Board's meeting materials and copies of March 2017 bills to be paid were provided to Board members at their seats.

Mr. Owen presented the February 2017 bills and requested Board concurrence of payment in the amount of \$20,711.38. **Mr. Butler moved to ratify payment of the February 2017 bills in the total amount of \$20,711.38. The motion was seconded by Mr. Brown and carried unanimously.**

Mr. Owen presented the March 2017 bills and requested approval of payment totaling \$18,807.31. Following consideration, **Mr. Carnahan moved for payment of the March 2017 bills in the amount of \$18,807.31, as presented. The motion was seconded by Mr. Printz and carried unanimously.**

- b. **First Quarter Financial Report** – Mr. Owen thanked Mr. Kemerer for identifying a mistake on page five and a revised copy of that page was provided.

Mr. Printz moved, seconded by Mr. Brown, for the Board to accept the First Quarter Financial Report from Purvis Gray & Company, including a corrected page 5. The motion carried unanimously.

- c. **Water Conservation Month Resolution** – Mr. Owen said the purpose of this item is to request the Board execute a resolution declaring April 2017 as "Water Conservation Month." Declaring April as "Water Conservation Month" has historically been used by the Authority as a means to focus the public's attention on the need for and benefits of conservation and to highlight the resources available to help them.

Ms. BJ Jarvis, representing the Citrus County Extension Service, provided an overview highlighting the importance of water conservation. Since 1998, the state of Florida, water management districts, local governments, and water-related organizations such as the Florida Section of the American Water Works Association, have declared April as "Water Conservation Month." April is typically the time of year when water demands increase due to generally hot and dry conditions. The concept of "Water Conservation Month" was developed by the Florida Water Wise Council, which has since evolved into the Water Efficiency Division of the Florida Section of the American Water Works Association. The Florida Water Wise Council board encouraged its members to declare "Water Conservation Month" within their own agencies and worked with Florida's Commissioner of Agriculture to have the state make a similar declaration.

The resolution for the Board's consideration is provided in the meeting materials as an exhibit.

Following consideration, **Mr. Printz moved, seconded by Mr. Butler, to approve and execute Resolution 2017-02 declaring April 2017 as "Water Conservation Month." The motion carried unanimously.**

This resolution was made a part of these minutes as if set forth in full but, for convenience, was filed in the permanent resolution files of the WRWSA.

- d. **Correspondence** – Items were included in the Board's meeting materials.
- e. **News Articles** – News articles of interest were included in the Board's meeting materials and at their seats.

f. **Other**

- Mr. Owen provided copies of the WRWSA Proclamation regarding Drinking Water Week. **Mr. Champion moved, seconded by Mr. Brown, to approve and execute the Proclamation declaring March 7 through March 13, 2017 as Drinking Water Week. The motion carried unanimously.**

(Mr. Carnahan left the meeting.)

This proclamation was made a part of these minutes as if set forth in full but, for convenience, was filed in the permanent files of the WRWSA.

14. Legislative Report – Mr. Owen said that Ms. Salz is in Tallahassee today to follow ongoing activities. He noted that copies of the Legislative Update dated March 10, 2017 and 2017 bills (40) being tracked which are the most pertinent to the WRWSA were provided for Board members at their seats. This was an information item only and no action required.

15. Attorney's Report – No report at this time.

16. Other Business – None

17. Next Meeting Time and Location

- **Chairman Nicholson called the question to cancel the April 19, 2017 monthly meeting. Mr. Swain moved, seconded by Mr. Butler, to cancel the April meeting. The motion carried unanimously.**
- The next monthly meeting is scheduled for May 18, 2017 at 3:30 p.m. at the Lecanto Government Building, Room 166.

18. Adjournment

Chairman Nicholson adjourned the meeting at 4:51 p.m.

Nick Nicholson, Vice-Chairman

Richard S. Owen, Executive Director

Hydrologic Conditions Report

Ms. Lois Ann Sorensen, Demand Management Program Manager, Southwest Florida Water Management District, will provide the Board with a review of recent past and projected hydrologic conditions and the status of water shortage orders in the region.

Staff Recommendation:

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

Fiscal Year 2017-18 Budget Approval

Mr. Richard Owen, WRWSA Executive Director, will present this item.

Included as Exhibit A to this item is the proposed Fiscal Year (FY) 2017-18 budget for the Board's review and approval. The budget has been prepared in a conservative manner in an effort to reduce costs and enhance efficiencies for member governments. Included as Exhibit B is a description of the Authority's FY 2017-18 work program that is supported by the proposed budget. Outlined below are the major aspects of the proposed budget.

Highlights

- Administrative expenditures of \$214,005, up slightly from the current year by \$1,221 or 0.6%. There is no change in contracted staff compensation.
- Water Resource Development Project expenditures of \$310,020, down from the current year by \$98,480 or 24.1%, primarily due to the reduction in costs for the continuation of Phase 4 of the Irrigation Audit Program.
- Total proposed expenditures amount to \$524,025, representing a decrease from the current year in an amount of \$97,259, or 15.7%.
- Administrative Reserves at the end of the fiscal year are budgeted at \$500,377, up from the current year by \$96,690 or 24%.
- Water Resource Development Reserves at the end of the fiscal year are budgeted at \$856,528, down from the current year by \$32,239 or 3.6%.
- Combined Administrative and Water Resource Development Reserves at the end of the fiscal year total \$1,356,905, representing an increase of \$64,451 or 5%.

Revenues

Administrative

Staff recommends a per capita rate of \$0.19, the same assessment as in the last seven years. The per capita assessment will generate \$149,508 in revenues, up just slightly from the current year (an increase of \$2,223) due to increases in the region's population. Consistent with Board direction received at the January 18, 2017 meeting, administrative revenue from the Charles A. Black (CAB) wellfield facilities has been set at the amount of administrative expenditures in excess of the per capita revenues. This results in \$64,497 of the CAB wellfield revenues being allocated to administration, an increase of \$4,497 from the current year. Combined, these revenue sources generate \$214,005 in revenue for administrative purposes. This is equal to the proposed Administrative expenditures described below.

Water Supply Facility Development

Revenues for Water Supply Facility Development are derived from matching funds generated by cooperatively funded projects and the CAB wellfield payments. One continuing cooperatively funded project, Phase 4 of the Irrigation Audit Program, will carry on in the coming fiscal year. Revenues from cooperators during the fiscal year include \$52,510 from the SWFWMD and \$26,255 from participating utilities for a total of \$78,765. The CAB wellfield revenue has been

budgeted at the minimum annual production charge of \$224,000 minus the \$64,497 allocated toward administrative expenses, as described above. Should the Authority receive funds above the annual minimum production charge, these funds will be placed in the Water Resource Development Reserves account for future projects. Combined, these revenue sources generate \$238,268 in project-related revenues.

Expenditures

General Administration

Staff has again worked diligently to hold the line on and reduce, where possible, administrative expenses. This has involved a comprehensive review of all administrative expenses, examining each for expenditures to-date, projected expenditures through the remainder of the current fiscal year and then projecting these for the coming year. All of the Authority's contracted staff support, including the Executive Director, Administrative Assistant, Legal and Legislative contractors are proposed at the current fiscal year levels of funding. The slight increase in audit services is consistent with the audit engagement letter, which provides for a cost-of-living adjustment each year. The bookkeeping services are proposed at the current year amount of \$500.00 per quarter. The web page / computer maintenance budget increases slightly to reflect increased charges by the contracting web master. The Public Officials Liability Insurance cost is based upon the current fiscal year budget plus 5%. The remaining administrative expenses are based upon analysis of expenditures to-date and projected for the coming year.

Contingencies represent approximately 5% of the other non-contract administrative costs (e.g., administrative costs excluding the Executive Director, Administrative Assistant, Legal Services, Legislative Consultant, Audit and Bookkeeping services).

Total administrative expenses are proposed at \$214,005, an increase of \$1,221, or 0.6%, from the current fiscal year amended budget.

Water Resource Development Projects

There are three (3) projects proposed in FY 2017-18, each of which is briefly described below.

1. General Services – The General Services project is proposed to continue at the current funding amount of \$75,000.
2. Local Government Water Supply Grants – The Board previously approved setting the Authority's Water Conservation Grants program at a funding level of \$130,000 for the year. Grant proposals are due by the end of June 2017 and will be presented at the Board's September 2017 meeting.
3. Phase 4 Irrigation Audit Program – This program started in FY 2016-17 and is scheduled to continue through the coming FY with a budget of \$105,020. Completion is scheduled for FY2019-20.

The total project-related expenditures are estimated at \$310,020. This represents \$71,752 more than project-related revenues (\$310,020 - \$238,268), which is funded by utilization of Carryover WRDF reserves. Carryover WRDF reserve funds are estimated to be \$856,528 at the end of FY 2017-18.

Fund Balances

Total fund balances at the end of FY 2017-18 are projected to be \$1,356,905 with Administrative Reserves comprising \$500,377 and Water Resource Development Reserves projected at \$856,528. These funds could be used during FY 2017-18 for possible projects and costs that may arise and that are approved by the Board, and will be available for future project funding.

Staff Recommendation:

Approval of the FY 2017-18 budget by adoption of Resolution 2017-01, as shown in the Exhibit, said budget including expenditures in the amount of \$524,025, budgeted reserves in the amount of \$1,356,905, and a combined total amount of \$1,880,930, as presented in Exhibit A.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

RESOLUTION 2017-03

**ADOPTION OF FINAL BUDGET
FOR FISCAL YEAR 2017-18**

WHEREAS, pursuant to the requirements of Section 189.016(4), Florida Statutes, the Board of Directors of the Withlacoochee Regional Water Supply Authority held a public meeting on May 17, 2017, on the final budget and assessment rate for general administrative, operating and project expenses for the fiscal year beginning October 1, 2017 and ending September 30, 2018; and

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

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

Section 1. The Board of the Withlacoochee Regional Water Supply Authority hereby adopts its final budget, for general administrative, operating and project expenses for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018, as shown on the attached Exhibit, attached hereto and made a part hereof as Exhibit A.

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

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

ADOPTED in regular session this 17th day of May 2017.

BOARD OF DIRECTORS, WITHLACOOCHEE
REGIONAL WATER SUPPLY AUTHORITY

BY Nick Nicholson, Chairman

Attest:

Richard S. Owen, Executive Director

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY						
Proposed Fiscal Year 2017-18 Budget						
As of April 26, 2017						
	4/1/2016 Population Estimate	Comments	Fiscal Year 2017-18	Fiscal Year 2016-17	\$ Change	% Change
Revenues: Administrative						
Assessments:		Official BEBR Population Estimates				
Citrus	143,054	1,553 person increase	\$27,180	\$26,885	\$295	1.1%
Hernando	179,503	2,684 person increase	\$34,106	\$33,596	\$510	1.5%
Marion	345,749	4,544 person increase	\$65,692	\$64,829	\$863	1.3%
Sumter	118,577	2,920 person increase	\$22,530	\$21,975	\$555	2.5%
Total Population/Assessments @ 19¢/Capita	786,883	See Attachment 1	\$149,508	\$147,285	\$2,223	1.5%
Administrative Revenue from Citrus Contract		Based on Citrus County contract and Board direction	\$64,497	\$60,000	\$4,497	7.5%
Subtotal			\$214,005	\$207,285	\$6,720	3.2%
Carryover Administration Reserve Funds (FYE 16/17 Estimate) (SBA1)		See Attachment 2	\$500,377	\$409,187	\$91,190	22.3%
Total Administrative Revenue Available			\$714,382	\$616,471	\$97,911	15.9%
Revenues: Water Resource Development (WRD) Projects						
Phase 4 Irrigation Audit Program SWFWMD Matching Funds		See Attachment 1	\$52,510	\$100,000	-\$47,490	NA
Phase 4 Irrigation Audit Program Cooperator Matching Funds		See Attachment 1	\$26,255	\$50,000	-\$23,745	NA
Annual Citrus WRD Payments (SBA2)		Based on CAB wellfield contract minimum production charge minus funds allocated to administration	\$159,503	\$163,587	-\$4,084	-2.5%
Subtotal			\$238,268	\$313,587	-\$75,319	-24.0%
Carryover WRD Reserve Funds (FYE 15/16 Estimate) (SBA2)		See Attachment 2	\$928,280	\$880,795	\$47,485	5.4%
Total Water Resource Development Revenue Available			\$1,166,548	\$1,194,382	-\$103,153	-8.6%
Total Revenues Available			\$1,880,930	\$1,810,853	-\$5,242	-0.3%
Expenditures: General Administration						
Executive Director		Based on annual contract	\$80,000	\$80,000	\$0	0.0%
Administrative Assistant		Based on annual contract	\$37,500	\$37,500	\$0	0.0%
Legal Services		Based on annual contract:				
Monthly Meetings @ \$500/meeting		10 meetings per year	\$5,000	\$5,000	\$0	0.0%
Other Services @ \$150/hr.		80 hours	\$12,000	\$12,000	\$0	0.0%
Legislative Consultant		Based on annual contract	\$42,000	\$42,000	\$0	0.0%
Advertising		Based on recent usage	\$1,000	\$1,000	\$0	0.0%
Audit		Based on 3% CPI	\$9,978	\$9,687	\$291	3.0%
Bookkeeping Services		\$500/quarter per Engagement Letter	\$2,000	\$2,000	\$0	0.0%
Liability Insurance		Based on FY 15-16 plus 5% rounded up	\$2,625	\$2,500	\$125	5.0%
Office Supplies		Based on recent usage	\$800	\$800	\$0	0.0%
Postage		Based on recent usage	\$800	\$800	\$0	0.0%
Printing and Reproduction		Based on recent usage	\$2,000	\$2,000	\$0	0.0%
Publications/Software		Based on recent usage	\$200	\$200	\$0	0.0%
Rent (Lecanto Gov't Bldg)		Based on lease agreement	\$2,048	\$2,048	\$0	0.0%
Registrations/Dues		Based on inventory	\$1,900	\$1,900	\$0	0.0%
State Fees/Assessments		Based on recent usage	\$175	\$175	\$0	0.0%
Telephone		Based on recent usage	\$1,100	\$1,100	\$0	0.0%
Travel (Board Members & Staff)		Based on recent usage	\$9,000	\$9,000	\$0	0.0%
Web Page / Computer Maintenance		Increase in web maintenance costs	\$2,300	\$2,000	\$300	15.0%
Contingencies		@ 5% of non-contract admin costs	\$1,579	\$1,074	\$505	47.0%
Subtotal - General Administration Expenditures			\$214,005	\$212,784	\$1,221	0.6%
Fund Balance for Admin. Reserves FYE 17/18		FYE16/17 Admin Funds Bal + FY17/18 Admin Rev's - FY17/18 Admin Exp's	\$500,377	\$403,687	\$96,690	24.0%
Expenditures: Water Resource Development Projects						
General Services Contracts		As Needed Eng. & Tech. Firms	\$75,000	\$75,000	\$0	0.0%
Local Government Grant Program		Based on Board direction	\$130,000	\$130,000	\$0	0.0%
Phase 3 Irrigation Audit Program		Project Complete in FY16/17	\$0	\$3,500	-\$3,500	-100.0%
Phase 4 Enhanced Irrigation Audit Program		50% of the Audits, Promo and Admin; 100% of the Follow-ups	\$105,020	\$200,000	-\$94,980	NA
Subtotal - Water Resource Development Projects			\$310,020	\$408,500	-\$98,480	-24.1%
Fund Balance for Water Resource Development Reserves FYE 17/18		FYE16/17 WRD Funds Bal + FY17/18 WRD Rev's - FY17/18 WRD Exp's	\$856,528	\$888,767	-\$32,239	-3.6%
Total Administration and WRD Expenses			\$524,025	\$621,284	-\$97,259	-15.7%
Total Administration and WRD Fund Balances at FYE 17/18		See Attachment 2 for detail	\$1,356,905	\$1,292,454	\$64,451	5.0%
Combined Expenditures and Fund Balances			\$1,880,930	\$1,913,738	-\$32,808	-1.7%

ATTACHMENT 1

CALCULATION OF REVENUE FOR 2017-18 AND CALCULATION OF AMOUNT OF FUNDS NEEDED FROM RESERVES As of April 26, 2017

Revenue	4/1/2016 Population	Annual Amount	Sub-Totals
LOCAL ASSESSMENTS @ 19¢ PER CAPITA			
Citrus	143,054	\$27,180	
Hernando	179,503	\$34,106	
Marion	345,749	\$65,692	
Sumter	118,577	\$22,530	
Subtotal	786,883		\$149,508
CHARLES A. BLACK WATER SUPPLY FACILITY			
Minimum Production Charge		\$224,000	
Subtotal			\$224,000
MATCHING CONTRIBUTIONS FOR STUDIES			
SWFWMD Match for Phase 4 Irrigation Audit program		\$52,510	
Cooperator Match for Phase 4 Irrigation Audit Program		\$26,255	
Subtotal			\$78,765
TOTAL REVENUE FOR FY 2017-18			\$452,273
Less: 2017-18 Administration Expense			-\$214,005
Less: 2017-18 WRD Cost			-\$310,020
Funds Required from WRWSA Reserves			-\$71,752

ATTACHMENT 2

ANALYSIS OF BEGINNING FUND BALANCES

FY 2017 - 2018

As of April 26, 2017

ESTIMATE OF WATER RESOURCES DEVELOPMENT FUND BALANCE AT END OF FY 2016-17

04/11/17 WRDF Balance (SBA2)	\$1,072,292
FY 2016-17 WRD Fund Revenues	
5 Citrus Co. Payments 5/17 - 9/19 @ \$1,866.67/month minus administrative component below	\$11,763
Phase 4 Irrigation Audit Reimbursements	\$70,965
Subtotal	\$1,155,020
Less: FY 2016-17 Remaining Contract Balances:	
2016-17 Citrus Water Conservation Program	\$36,875
2016-17 Hernando Water Conservation Program	\$47,500
2016-17 Marion Water Conservation Program	\$35,245
Irrigation Audit Phase 4	\$94,620
2016-17 General Services Contract	\$12,500
Expenditures Subtotal	\$226,740
Total WRD Funds at end of FY 2016-17	\$928,280

ESTIMATE OF ADMINISTRATIVE FUND BALANCE AT END OF FY 2016-17

04/11/17 Admin Bal (SBA1)	\$500,377
Admin Revenue from CAB WSF	\$81,570
Less remaining FY Admin costs for 5 months	-\$81,570
Total Administrative Funds at end of FY 2016-17	\$500,377

ESTIMATE OF TOTAL FUND BALANCE AT END OF FY 2016-17

Total WRD Funds at end of FY 2016-17				\$928,280
Total Administrative Funds at end of FY 2016-17				\$500,377
Total Fund Balance at end of FY 2016-17				\$1,428,657

PROJECTED FUND BALANCES AT END OF FY 2017-18

Total Fund Balances beginning of FY 2017-18:	\$1,428,657
Add: 2017-18 Revenues	\$452,273
Deduct 2017-18 Expenses:	-\$524,025
Projected Fund Balances at end of FY 2017-18:	\$1,356,905

Withlacoochee Regional Water Supply Authority**Fiscal Year 2017-18 Work Program****1. Joint Funding of Water Conservation Projects with Member Local Governments**

The Authority will continue its grant program to assist local governments in improving water conservation within the region in order to extend the use of groundwater as long as possible. Fresh groundwater is the least expensive source available to meet growing demands, however there is a limit to this source due to environmental impacts and impacts on other existing legal users caused by withdrawals. As the limit to fresh groundwater resources is reached, alternative, more expensive water sources will need to be developed. At the present time, water conservation programs are the most appropriate way for the Authority to help local governments extend the use of lower cost groundwater supplies. During Fiscal Year (FY) 2017-18, the proposed budget anticipates appropriating an additional \$130,000 toward local government water conservation projects. Proposals will be considered from local governments and public supply utilities in the Authority's jurisdiction. The grant program guidelines and application package may be found on the Authority's web page at www.wrwsa.org. The water conservation activities co-funded by this grant program help participating utilities meet and surpass the maximum 150 gallons per person per day that is required by the SWFWMD no later than 2019 and to meet the SJRWMD conservation requirements.

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

This ongoing program provides an opportunity for residential water utility customers to obtain site-specific evaluations for optimizing the use of water through landscaping techniques and efficient irrigation systems, and to implement recommendations provided by a professionally certified contractor. Contractors used for the site-specific evaluations are professionals certified by the Florida Irrigation Society (FIS) or other recognized certifying agency in the targeted region. The initiative includes program information, water conservation education, reporting and analysis by a consultant. This continuing project targets existing inefficient landscape and irrigation water use and results in significant water savings and can lead to water quality protection through reduced leaching of fertilizers and lawn chemicals. Results from the Pilot Project and Phase 2 indicate a total water savings of 41 million gallons per year for 371 residential customers, representing an average reduction in total water use of 33%.

The Authority initiated the Pilot program in 2011 with joint funding from the Southwest Florida Water Management District (SWFWMD). The SWFWMD's cooperative funding has continued throughout all phases of the program. During Phase 2 of the program, 162 customers received evaluations of their irrigation systems; this phase was completed in November 2015. Phase 3 began on October 1, 2014 and is scheduled for completion in the current FY. The three programs combined will reach 532 utility customers. Phase 4 began in the current FY and includes an "Enhanced Program", whereby participants in certain utilities can elect to have the WRWSA's contractor assist in implementing certain recommendations. Phase 4 is planned to reach over 400 customers in the participating utilities. This water conservation initiative helps participating utilities meet and surpass the maximum 150 gallons per person per day that is required by the SWFWMD no later than 2019 and to meet the SJRWMD conservation requirements.

3. Legislative and Governmental Affairs Advocacy on Behalf of the Authority and Its Member Governments

The Authority conducts legislative and executive branch advocacy year-round to promote initiatives on behalf of the Authority and its member governments, and to protect the Authority's interests. Historically, the Authority has played a vital role in influencing state and regional water supply planning, permitting and funding programs including "local sources first," the Water Protection and Sustainability Program and subsequent water resource and supply funding programs. Each year prior to the Legislative Session, the Authority Board of Directors reviews and approves policy direction to guide its advocacy efforts. Progress reports are provided on a regular basis. It is anticipated that during FY 2017-18, the Florida Legislature will continue to make modifications to the state's comprehensive water policies and funding programs. The recent passage of comprehensive water protection legislation, springs protection and restoration funding and legislation, and the "Legacy Florida" legislation relating to the implementation of the Constitutional Land and Water Conservation Amendment will likely require continuing refinements in the upcoming session. The Authority will remain fully engaged in assisting the Legislature to implement and refine this recent legislation that significantly revamped the state's comprehensive water policies and funding programs, as well as engage as appropriate on new legislation that would affect the Authority and water supplies of our member governments.

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

The Authority and Citrus County completed negotiations at the end of FY 2015-16 of the new Water Supply Contract governing the operation and maintenance of the CABWSF. The new Contract allows for the continued operation of the facilities by Citrus County in a cost effective manner ensuring a long-term water supply for the County and its customers while also providing for long-term financial stability for the Authority. Various provisions of the new Contract call for improved coordination between the County and Authority.

5. Participation in Maintenance and Enhancement of the North-Central Florida Groundwater Model

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

6. Springs Protection and Restoration

Continue working with the SWFWMD on its springs coasts initiative. The SWFWMD is scheduled to complete preparation of Surface Water Improvement and Management (SWIM) Plans for the five first magnitude springs in the northern District, as well as complete minimum flows and levels (MFLs) for these water bodies, in FY 2016-17. The Authority staff have actively participated in the Springs Coast Management Committee. It is anticipated the SWFWMD will continue some form of stakeholder involvement and the Authority will continue to represent public supply utilities in this effort.

7. Program Development and Technical Assistance

- a) Support efforts to further define the hydrogeology of the region. Continue cooperation with the water management districts on the collection of hydrologic data to further refine the Districts' planning and regulatory models. Coordinate on efforts to better define the lower Floridan aquifer and the extent of fresh and brackish groundwater within the aquifer.
- b) Promote the WRWSA Regional Framework through coordination with WRWSA member governments to facilitate regional and sub-regional cooperation on water supply development and reclaimed water projects. Work with the WMDs in defining strategic priorities for the region and how these priorities may influence the ranking criteria for the Districts' Cooperative Funding Initiatives, including potential District funding for regional and sub-regional traditional and non-traditional water supply development that is consistent with the WRWSA Regional Framework.
- c) Participate in the SWFWMD and SJRWMD minimum flows and levels (MFLs) programs representing the interests of member governments. Provide technical assistance to WRWSA member governments in determining the potential impact to both the environment and potential water supply development based on proposed MFLs from the Districts.
- d) Work with the SWFWMD and SJRWMD as they update their respective regional water supply plans to ensure the interests of the Authority and its member governments are represented in the process.
- e) Coordinate with FDEP, SJRWMD, SWFWMD and the Florida Department of Agriculture and Consumer Services on policy and rule development. Provide assistance to WRWSA member governments on FDEP and District rule development that may include Water Use Permitting, Environmental Resource Permitting, water conservation and future water supply development, including the statewide consistency initiatives. Monitor water management programs and rule development in other parts of the state, including the Central Florida Water Initiative, for implications to the WRWSA and its member governments.
- f) Monitor and coordinate with the water supply planning and development activities in adjacent communities and regions, including but not limited to Tampa Bay Water, the Central Florida Water Initiative, the recently formed Polk Water Cooperative, and Lake and Levy counties for possible implications on water resource availability within the WRWSA region. Provide input to such activities when appropriate.
- g) Monitor applications for significant water use permits and permit modifications within the region for potential impacts on WRWSA and member government existing and planned water supply facilities.

Item 8

As-Needed Technical and Engineering Services Request for Qualifications

Mr. Richard Owen, WRWSA Executive Director, will present this item.

At its November 2012 meeting, the Authority Board approved entering into contracts with eight firms for the purposes of as-needed technical and engineering services. The Executive Director subsequently entered into such agreements with seven firms. One firm approved by the Board did not return an executed agreement to the Authority, so only seven contracts were executed.

Work under each contract has been authorized through the issuance of a work order, with each work order being approved by the Board. These agreements were for an initial term of three years, ending in November 2015, with the ability to extend each agreement twice by a period of one year. The Board has previously approved these contract extensions and the contracts are now due to expire at the end of this fiscal year.

The purpose of this item is to obtain Board authorization to issue a Request for Qualifications for As-Needed Engineering and Technical Support Services. If approved, staff will return to the Board at its September 2017 meeting with recommendations for entering into contracts with responsive, qualified firms.

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

Staff Recommendation:

Approval for staff to issue the Request for Qualifications for as-needed technical and engineering services.

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

The Withlacoochee Regional Water Supply Authority (Authority) is requesting Statements of Qualifications (SOQ) for consultants for the purpose of providing general professional engineering, hydrogeologic and related technical services. Professional services may include, but not be limited to: planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply planning technical assistance and implementation of the Authority's water supply plans; feasibility studies; review and analysis of water management district minimum flows and levels and other resource management programs; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water facility design, permitting and permit compliance; construction inspection/management services and system evaluations. Work will be assigned on a project specific basis through the issuance of work orders.

Firms providing professional services must demonstrate compliance with all rules and regulations as may be applicable for specific projects.

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

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

Consultant selection will be in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. Firms desiring to provide these professional services to the Authority must submit four (4) paper copies, and four (4) electronic PDF copies of their SOQ in accordance with the requirements contained in the information packet to the attention of Richard S. Owen, Executive Director at the address listed above no later than 2:00 pm local time, August 4, 2017.

Richard S. Owen, Executive Director
Withlacoochee Regional Water Supply Authority

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

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

AUTHORITY BACKGROUND

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

The Authority currently owns the Charles A. Black wellfields in Citrus County, with a permitted capacity of approximately 4.6 million gallons per day (mgd) by the Southwest Florida Water Management District. The system includes seven production wells, two water treatment facilities, two 4-mgd and one 1-mgd storage tanks and associated transmission system pipelines.

SCOPE OF SERVICES

General Professional Engineering/Technical Services may include, but not be limited to: planning; technical assistance to the Executive Director in issue analysis and providing reports to the Authority Board; water supply planning technical assistance and implementation of the Authority’s water supply plans; feasibility studies; review and analysis of water management district minimum flows and levels and other resource management programs; coordination with member governments, the Southwest Florida and St. Johns River Water Management Districts and the Florida Department of Environmental Protection; meeting attendance; presentations to various Boards; water facility design, permitting and permit compliance; construction inspection/management services and system evaluations.

GENERAL PROJECT SCHEDULE

A summary schedule for this project is presented below.

<u>Task</u>	<u>Expected Date of Completion</u>
(1) Advertise for SOQ	May 26, 2017
(2) Submittals Due	August 4, 2017
(3) Board Selection of Consultant(s)	September 20, 2017

CONSULTANT SELECTION PROCESS

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

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

STATEMENT OF QUALIFICATION REQUIREMENTS

The SOQ's must also include the following:

1. Legal name, address, phone number and email of Consultant;
2. Principal location(s) of Consultant;
3. Legal form of company, i.e., partnership, corporation, joint venture (if joint venture, identify the members and provide all information required under this section);
4. Identification and outline of qualifications and professional experience of Consultant's 'Project Officer' who is to serve as point of contact for any and all General Professional Engineering/Technical Services work assigned by the Authority;
5. Outline of qualifications and professional experience of other key personnel who will be assigned to conduct project services listed above, and the location of the office to which they will be assigned for this project;
6. Discussion and examples of projects completed by Consultant relating to the project service areas listed above;
7. Indicate if Consultant now represents any of the Authority's member governments in any way;
8. Indicate if Consultant is currently involved in any litigation against any of the Authority member governments, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Members;
9. List of at least three (3) clients that are either a Florida public entity or are a business licensed in the state of Florida the Authority can contact as references with respect to Consultant's work performance;
10. Required forms:
 - Project Team/Key Personnel Form
 - Signed Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes

The SOQ shall be limited to no more than twenty (20) pages for all requested information described in this section including the required forms listed in Item 10 above. Front and back covers, transmittal letter, and section dividers are excluded from the total of 20 pages. All pages shall be single sided standard 8 ½ x 11 inches in size, margins not less than 1-inch and minimum 12 font size for text.

Consultants desiring to provide these services to the Authority must submit four (4) paper copies and four (4) discs or USB flash drives with electronic PDF of their SOQ in accordance with the requirements contained in the information package to:

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

SOQ's must be received by **2:00 p.m. on August 4, 2017**. Late submittals will not be opened or considered. Email submittal of SOQs is not acceptable. In addition, proposals not containing all required information or not in the format specified may, at the option of the Authority, be rejected.

KEY PERSONNEL
For
GENERAL PROFESSIONAL ENGINEERING SERVICES

The Consultant's proposed project team/key personnel are to be indicated below. The Consultant's 'Project Officer' shall also be identified.

<u>Person's Name</u>	<u>Job Classification</u>	<u>Area of Expertise</u>	<u>Office Location</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

1. This sworn statement is submitted to WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; OR
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

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

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2017. Personally known

_____ OR produced identification _____.
(Type of Identification)

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS --
GENERAL PROFESSIONAL ENGINEERING/TECHNICAL SERVICES
Statement of Qualifications due on August 4, 2017**

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

Statement of Qualifications were requested and received on or before August 4, 2017.

Staff recommends the Authority Board of Directors approve the recommended list of firms for award of contracts for ‘General Professional Engineering/Technical Services’ at the Authority Board meeting on September 20, 2017.

Firms (listed alphabetically)	Location

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

Posted: September XX, 2017

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

The Agreement is made this _____ day of _____, 2017 between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, hereinafter referred to as the “Authority” whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461, and _____, hereinafter referred to as “Consultant” whose address is _____.

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

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

SECTION 2. ENGAGEMENT OF CONSULTANT

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

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

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

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

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

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

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

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

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

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

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

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

SECTION 5. TIME OF PERFORMANCE

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

SECTION 6. COMPENSATION

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

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

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

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

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

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

SECTION 7. AGREEMENT DOCUMENTS

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

- A. Consultant's DATE, 2017 Statement of Qualifications
- B. Fee Schedule, attached hereto as Exhibit "A",
- C. Certificate of Insurance, attached hereto as Exhibit "B",
- D. Any written amendments, modifications, work orders or addenda to the Agreement.

SECTION 8. DOCUMENTS AND DATA

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

Authority's request and/or completion of each work order. The Authority and Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) except as provided for in the following paragraphs.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE

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

thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound engineering principles and practices.

SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

- A. Consultant is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Consultant agrees to comply with any applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.
- C. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, order and decisions, that may affect Consultant's performance of the Agreement.
- D. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
- E. Consultant shall obtain and review all information and data which relates to assigned Work Orders or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement Documents or related to work under separate contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.

- F. Consultant recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA WORK

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Scope of Services upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order, and amendments to any Scope of Services by the Authority shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services for a Work Order (“Extra Work”), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Work. If the Authority determines such service does constitute Extra Work, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.
- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Project, Consultant shall resume its

services until the Scope of Services is completed in accordance with the Agreement, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.

- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount which is necessary to meet the project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under this Agreement, Consultant shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under the Agreement.
- F. If Authority requires Consultant to assist with an audit of the Project costs, such assistance shall not be considered Extra Work.

SECTION 12. SUBCONTRACTORS

Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all

subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein.

SECTION 13. INDEPENDENT CONTRACTOR

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

SECTION 14. INSURANCE

- A. The Consultant shall purchase and maintain such workers compensation, commercial (occurrence form) or comprehensive general liability, professional liability and other insurance as are appropriate for the services being performed hereunder by Consultant, its employees or agents.
- B. The amounts and types of insurance shall conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. The Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
4. Professional Liability. Coverage must include:
 - a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
 - b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

- C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is

sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.

- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.
- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.

- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Consultant shall require each of its subcontractors, suppliers and other persons or organizations working for Consultant to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Consultant in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Consultant, unless such party is a licensed professional. The preceding sentence does not preclude Consultant for requiring such insurance. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with the Project comply with all of the insurance requirements contained herein relative to each such party.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

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

SECTION 16. TERM OF AGREEMENT

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

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice. If the Agreement is so terminated, Consultant shall be paid for all services performed, pursuant to the terms and conditions of the Agreement, through the date of Consultant's receipt of notice of termination. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.
- B. In the event the Agreement should be terminated by Authority or Consultant, or the term of the agreement expires, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:
1. Section 3(G) and 11(F), regarding Audits;
 2. Section 8, regarding Project Documents and Data;
 3. Section 14(J), regarding Professional Liability Insurance; and
 4. Section 15, regarding Indemnification

SECTION 18. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and

give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 19. PROHIBITION AGAINST CONTINGENCY FEES

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

SECTION 20. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

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

SECTION 21. SUCCESSORS AND ASSIGNS

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

Agreement and to the partners, successors, permitted assigns and legal representatives of such other party with respect to all covenants of the Agreement.

SECTION 22. FORCE MAJEURE

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

SECTION 23. NO THIRD PARTY BENEFICIARY

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

SECTION 24. DISPUTE RESOLUTION

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

SECTION 25. CONTROLLING LAW

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

SECTION 26. NOTICES

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

If to the Authority: Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
Attention: Richard S. Owen, Executive Director

If to the Consultant: _____

Attention: _____, _____

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

SECTION 27. EXTENT OF AGREEMENT

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

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

ATTEST:

**WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY**

BY: _____

Richard S. Owen, AICP Date
Executive Director

WITNESSES:

Date

BY: _____

Print Name

Title

PREPARED BY:

Larry Haag
General Counsel for
Withlacoochee Regional Water Supply Authority

Status Report on Phases 3 and 4 of the Irrigation Audit Program

Mr. Richard Owen, WRWSA Executive Director, will present this item.

Phase 3 Status Report

Phase 3 of the Irrigation Audit Program is on-schedule with the approved project schedule and all costs incurred are within the approved budget amounts. All audits and post-audit follow-ups have been completed. These activities are summarized in the following table:

PARTICIPANT	AUDITS	RAIN SENSORS INSTALLED	FOLLOW- UPS
Citrus	46	47	11
Hernando	43	42	11
Marion	51	45	13
TOTAL	140	134	35

Pre- and post-audit water use data has been received from Citrus County. Hernando and Marion counties are scheduled to submit pre- and post-audit water use data by the end of May 2017. At that time, the savings analysis will be conducted. The survey of participating customers has been sent out and completed surveys are being received.

A draft of the final report will be provided to the District and participating utilities by June 16, 2017. Comments on the draft report are due by June 30, 2017. The final report will be presented to the WRWSA Board at its July 19, 2017 meeting. The final report will then be submitted to the District prior to the July 28, 2017 deadline.

Phase 4 Status Report

WRWSA staff met with the local conservation coordinators prior to applying for Phase 4 funding to discuss the program and potential improvements. Based on these discussions program enhancements were incorporated which include a tailored approach to the audits and added levels of service to homeowners. Similar to the past three phases of the program, phase four provides a base level of services (Core Program) to all participants. In addition to the Core Program however, conservation coordinators can further offer site specific options (Enhanced Program) to homeowners which will lead to more effective results and overall water savings (more savings per homeowner and/or more homeowners reached). Therefore, the program has been divided into two levels of services, as follows:

- Core Program (all audits) - homeowner rain sensor and irrigation controller education, rain sensor test and replacement when broken, irrigation controller time adjustments, irrigation system zone by zone evaluation of efficiencies, irrigation controller battery replacement, and audit report to homeowner.
- Enhanced Program (added services if warranted) - catch-can audits, sprinkler head replacement (for broken or mixed heads), capping unnecessary heads, replace rain sensors or weather stations with a WaterSense approved product associated with the existing WaterSense irrigation controller, (for example Solar Sync with Hunter controllers), replacement of obsolete-outdated controllers with WaterSense approved controllers, adjustment of irrigation controller based on the catch can test and water savings report.

Item 9

The Authority contractor initiated work in November 2016 and has been conducting irrigation audits for customers who have requested to participate. Authority staff continue to send out invitations to customers identified by the participating utilities. To-date, audits have been conducted mostly in Citrus County, with 29 audits completed as of the end of March 2017. All of these audits have included some aspects of the “enhanced” program.

The project budget is based upon an estimated number of audits, as shown in the table below, and the scope is structured to allow flexibility to meet the needs of each participating utility and customer. In Citrus County, the cost per audit has ranged from a low of \$365 to a high of \$875, with an average of \$614. Citrus County’s total budget for core and enhanced audits is \$26,300, with expenses to-date of \$17,818, leaving \$8,487 for additional audits in Citrus County. At an average cost of \$614, approximately 13 additional audits can be performed in the County.

The contractor has also begun audits in The Villages. The Villages budget is for only core audits; however, costs for audits to-date are exceeding the per audit budget due to three factors: final costs negotiated with the Authority contractor, additional irrigation zones beyond the eight included in the core audit budget, or having to replace advanced rain sensors with the same.

Audit activities are summarized in the following table:

PARTICIPANT	CORE / ENHANCED AUDITS	
	BUDGETED	COMPLETED
Citrus	60	29
Hernando	89	0
Marion	135	0
NSCUDD	44	6
VCCDD	88	6
TOTAL	416	12

Staff Recommendation:

This item is for informational purposes only and no Board action is required.

Item 10.a.

Executive Director's Report

Bills to be Paid

April 2017 provided in meeting materials.

**May 2017 to be provided at meeting
in supplemental materials.**

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

Bills For Payment
4/19/2017

<u>Administrative Invoices</u>	<u>Invoice Number(s)</u>	<u>Invoice Date</u>	<u>Amount</u>
Richard S. Owen, AICP, Executive Director	2017-03	4/3/2017	\$6,845.64
Larry Haag, Attorney	32911 32912	4/3/2017	\$650.00
Diane Salz, Governmental Affairs / Professional Fee	#033117	3/31/2017	\$3,500.00
C. LuAnne Stout, Administrative Assistant / Fee+Pkts	3-Mar-2017	4/7/2017	\$3,125.00
Al Butler / Board Travel		3/15/2017	\$27.59
Steve Champion / Board Travel		3/15/2017	\$19.58
William Kemerer / Board Travel		3/15/2017	\$19.58
Ron Livsey / Board Travel		3/15/2017	\$17.80
Nick Nicholson / Board Travel		3/15/2017	\$19.58
Stephen Printz / Board Travel		3/15/2017	\$27.59
Dale Swain / Board Travel		3/15/2017	\$27.59
Karen Allen / Web Maintenance	#85	4/11/2017	\$87.50
Sun Trust Business Card Statement	4.2.2017	4/2/2017	\$150.14
Total Administrative Invoices			\$14,517.59

<u>Water Supply Studies and Facilities</u>	<u>Contract/ Budget</u>	<u>Balance Remaining</u>	<u>Current Invoice(s)</u>
General Services Contract	\$75,000.00	\$50,000.00	
Work Order 17-01. Water Resource Associates	\$25,000.00	\$24,499.35	
FY2016-17 Water Conservation Grants Program			
Citrus County	\$36,875.00	\$36,875.00	
Hernando County	\$47,500.00	\$47,500.00	
Marion County	\$35,245.00	\$35,245.00	
Phase 3 Irrigation Program	\$3,500.00	\$0.00	
Phase 4 Irrigation Program	\$200,000.00	\$183,979.92	\$3,881.54 (1)
Total Project Invoices	\$423,120.00	\$378,099.27	\$3,881.54

Total Bills to be Paid	\$18,399.13
-------------------------------	--------------------

State Board of Administration	Transfer from SBA2 to SBA1	\$3,881.54
State Board of Administration	Transfer from SBA1 to SunTrust Bank	\$18,399.13

Notes:

(1) Phase 4 (N822) - Irrigation Evaluation Audits

Jack Overdorff, ECO Land Design \$3,881.54 Invoice 258

Item 10.b.

Executive Director's Report

Second Quarter Financial Report

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

Management is responsible for the accompanying financial statements of the Withlacoochee Regional Water Supply Authority (the Authority), an Independent Special District, as of and for the three months and six months ended March 31, 2017 in accordance with accounting principles generally accepted in the United States of America. We performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

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

Supplementary Information

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



May 3, 2017
Ocala, Florida

Certified Public Accountants

P.O. Box 141270 • 222 N.E. 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461 • FAX (352) 378-2505
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872 • FAX (352) 732-0542
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144 • FAX (850) 224-1762
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350 • FAX (941) 907-0309
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 POSITION

As of March 31, 2017

ASSETS

Cash in Bank - SunTrust	\$ 2,671.46
Cash in Bank - SBA1	566,073.44
Cash - SBA2/Citrus Rev	985,739.51
Accounts Receivable	20,856.44
Prepaid Expense	<u>170.64</u>

Total Current Assets	1,575,511.49
-----------------------------	---------------------

PROPERTY AND EQUIPMENTS

Equipment	3,728.84
Accum Deprec - Equipment	(2,494.49)
Citrus Co. Wellfield	4,895,231.21
Accum Deprec - Wellfield	<u>(3,916,188.03)</u>

Total Property and Equipment	<u>980,277.53</u>
-------------------------------------	--------------------------

TOTAL ASSETS	<u>\$ 2,555,789.02</u>
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LIABILITIES AND NET POSITION

CURRENT LIABILITIES

A/P Special Projects	\$ 3,881.54
Acct Payable - General	<u>24,696.55</u>

Total Current Liabilities	28,578.09
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NET POSITION

Beginning Net Position	2,489,336.11
Net Income	<u>37,874.82</u>

Total Net Position	<u>2,527,210.93</u>
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TOTAL LIABILITIES AND NET POSITION	<u>\$ 2,555,789.02</u>
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Withlacoochee Regional Water Supply Authority

STATEMENT OF REVENUES AND EXPENSES

For the Period Ended March 31, 2017

	<u>3 months ended</u>		<u>6 months ended</u>	
	<u>March 31, 2017</u>	<u>%</u>	<u>March 31, 2017</u>	<u>%</u>
Revenue				
Citrus Co. Assessments	\$ 6,721.35	6.51 %	\$ 13,442.60	6.74 %
Hernando Co. Assessments	8,399.00	8.14 %	16,798.00	8.43 %
Sumter Co. Assessments	5,493.75	5.32 %	10,987.50	5.51 %
Marion County Assessment	16,207.25	15.70 %	32,414.50	16.26 %
Interest Income - SBA Accounts	3,763.79	3.65 %	7,157.65	3.59 %
Citrus Co Facilities Recovery	47,450.33	45.96 %	88,347.08	44.32 %
Citrus County Wlfl Admin Recov	15,000.00	14.53 %	30,000.00	15.05 %
Other Income	200.00	0.19 %	200.00	0.10 %
Total Revenue	103,235.47	100.00 %	199,347.33	100.00 %
Operating Expenses				
Consulting Admin Asst	9,375.00	9.08 %	18,750.00	9.41 %
Executive Director Richard Owen	20,000.01	19.37 %	40,000.02	20.07 %
Advertising	38.92	0.04 %	455.12	0.23 %
Bank Charges	0.00	0.00 %	15.00	0.01 %
Lecanto Rent	0.00	0.00 %	2,047.68	1.03 %
Registration/Dues	480.00	0.46 %	1,013.00	0.51 %
Legal - Monthly Meeting	1,000.00	0.97 %	1,500.00	0.75 %
Legal - Other Services	435.00	0.42 %	700.00	0.35 %
Liability Insurance	0.00	0.00 %	2,410.04	1.21 %
Office Supplies	391.08	0.38 %	624.94	0.31 %
Printing & Reproduction	409.78	0.40 %	659.63	0.33 %
Postage	341.27	0.33 %	435.27	0.22 %
Audit	9,766.46	9.46 %	9,766.46	4.90 %
Publications/Software	19.50	0.02 %	39.00	0.02 %
State Fees/Assessments	0.00	0.00 %	175.00	0.09 %
Web Page/Internet Services	262.50	0.25 %	525.00	0.26 %
Telephone	362.82	0.35 %	725.73	0.36 %
Travel	771.20	0.75 %	1,088.40	0.55 %
Legislative Consultant	10,500.00	10.17 %	21,000.00	10.53 %
Local Govt Water Cons Proj	0.00	0.00 %	40,182.50	20.16 %
General Services Acct	0.00	0.00 %	500.65	0.25 %
Phase 3 Irrigation Audit Progra	9,770.56	9.46 %	11,270.56	5.65 %
Phase 4 N822 Irrigation Audits	3,760.18	3.64 %	7,588.51	3.81 %
Total Operating Expenses	67,684.28	65.56 %	161,472.51	81.00 %
Net Income (Loss)	\$ 35,551.19	34.44 %	\$ 37,874.82	19.00 %

ACCOMPANYING SUPPLEMENTARY INFORMATION

Withlacoochee Regional Water Supply Authority

BUDGET TO ACTUAL

For the Period Ended March 31, 2017

	<u>6 months ended</u> <u>March 31, 2017</u> <u>Actual</u>	<u>6 months ended</u> <u>March 31, 2017</u> <u>Budget</u>	<u>Variance</u> <u>Over/(Under)</u> <u>Budget</u>	<u>Annual</u> <u>Budget</u>	<u>Variance</u>
Revenue					
Citrus Co. Assessments	\$ 13,442.60	\$ 13,442.50	\$ 0.10	\$ 26,885.00	\$ 13,442.50
Hernando Co. Assessments	16,798.00	16,798.00	-	33,596.00	16,798.00
Sumter Co. Assessments	10,987.50	10,987.50	-	21,975.00	10,987.50
Marion County Assessment	32,414.50	32,414.50	-	64,829.00	32,414.50
Interest Income - SBA Accounts	7,157.65	-	7,157.65	-	-
Citrus Co Facilities Recovery	88,347.08	81,793.50	6,553.58	163,587.00	81,793.50
Citrus County Wlfld Admin Recov	30,000.00	30,000.00	-	60,000.00	30,000.00
Ph 3 Irrig Aud Pgm SWFWMD Match	-	875.00	(875.00)	1,750.00	875.00
Ph 4 Irr Aud Pgm Coop Match	-	25,000.00	(25,000.00)	50,000.00	25,000.00
Ph 4 IRr Aud Pgm SWFWMD Match	-	50,000.00	(50,000.00)	100,000.00	50,000.00
Other Income	200.00	-	200.00	-	0.00
Total Revenue	199,347.33	261,311.00	(61,963.67)	522,622.00	261,311.00
Operating Expenses					
Consulting Admin Asst	\$ 18,750.00	\$ 18,750.00	\$ 0.00	\$ 37,500.00	\$ 18,750.00
Executive Director Richard Owen	40,000.02	40,000.00	0.02	80,000.00	40,000.00
Advertising	455.12	500.00	(44.88)	1,000.00	500.00
Bank Charges	15.00	-	15.00	-	-
Lecanto Rent	2,047.68	1,024.00	1,023.68	2,048.00	1,024.00
Registration/Dues	1,013.00	950.00	63.00	1,900.00	950.00
Legal - Monthly Meeting	1,500.00	2,500.00	(1,000.00)	5,000.00	2,500.00
Legal - Other Services	700.00	6,000.00	(5,300.00)	12,000.00	6,000.00
Liability Insurance	2,410.04	1,250.00	1,160.04	2,500.00	1,250.00
Office Supplies	624.94	400.00	224.94	800.00	400.00
Printing & Reproduction	659.63	1,000.00	(340.37)	2,000.00	1,000.00
Postage	435.27	400.00	35.27	800.00	400.00
Audit	9,766.46	4,843.50	4,922.96	9,687.00	4,843.50
Publications/Software	39.00	100.00	(61.00)	200.00	100.00
Legislative Consultant	21,000.00	21,000.00	-	42,000.00	21,000.00
Web Page/Internet Services	525.00	1,000.00	(475.00)	2,000.00	1,000.00
Telephone	725.73	550.00	175.73	1,100.00	550.00
State Fees/Assessments	175.00	87.50	87.50	175.00	87.50
Travel	1,088.40	4,500.00	(3,411.60)	9,000.00	4,500.00
Local Govt Water Cons Proj	40,182.50	65,000.00	(24,817.50)	130,000.00	65,000.00
General Services Acct	500.65	37,500.00	(36,999.35)	75,000.00	37,500.00
Phase 3 Irrigation Audit Progra	11,270.56	1,750.00	9,520.56	3,500.00	1,750.00
Phase 4 N822 Irrigation Audits	7,588.51	100,000.00	(92,411.49)	200,000.00	100,000.00
Total Operating Expenses	161,472.51	310,642.00	(149,169.49)	621,284.00	310,642.00
Increase (Decrease) in Net Position	\$ 37,874.82	\$ (49,331.00)	\$ 87,205.82	\$ (98,662.00)	\$ (49,331.00)

Item 10.c.

Executive Director's Report

Correspondence



ANGELA VICK

CLERK OF THE CIRCUIT COURT AND COMPTROLLER
CITRUS COUNTY, FLORIDA

RECEIVED APR 03 2017

Clerk of the County Court
Recorder of Deeds
Clerk and Accountant of the Board of County Commissioners
Custodian of County Funds
County Auditor

110 North Apopka Avenue
Inverness, Florida 34450
Telephone: (352) 341-6449
www.clerk.citrus.fl.us
ssullivan@clerk.citrus.fl.us

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
3600 W SOVEREIGN PATH STE 228
LECANTO, FL 34461

March 28, 2017

To Whom It May Concern:

This letter serves to notify you that the Citrus County Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2016, is now available on the Clerk's website. The web address is www.clerk.citrus.fl.us and the CAFR can be found under the Finance tab.

If you require a hard copy, please contact Financial Analyst, Susan Sullivan, either by e-mail at ssullivan@clerk.citrus.fl.us or by phone at 352-341-6464.

Sincerely,

Angela Vick,
Clerk of the Circuit Court and Comptroller



April 7, 2017

Mr. Brian Armstrong, PG
Executive Director
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604

Dear Mr. Armstrong:

On behalf of the Withlacoochee Regional Water Supply Authority, I wish to thank you for attending the Authority's March 15, 2017 Board meeting. We greatly appreciate your taking the time to join us and provide your perspective on important issues facing the District and our region. Your overview of District programs and priorities was very informative.

Your leadership at the District, with an emphasis on proactively addressing water supply challenges and taking regional approaches to addressing these issues, is greatly appreciated. We look forward to continuing our important partnerships with the District.

Sincerely,

Richard S. Owen, AICP
Executive Director

cc: WRWSA Board of Directors

Item 10.d.

Executive Director's Report

News Articles

Jim Gross: Florida headed for water wars

We are headed for water wars, perhaps on an unprecedented scale.

By Jim Gross

Special to The Gainesville Sun

Posted Apr 7, 2017 at 2:00 PM / Updated Apr 7, 2017 at 3:19 PM

Florida's Water Resources Act of 1972 was revolutionary. It transformed the state's hodgepodge of archaic water law into a systematic framework for sustainable water management.

The act created Florida's water management districts and directed them to establish minimum flows and levels. Minimum flows and levels, or MFLs, are the limit at which further withdrawals would be significantly harmful to the water resources or ecology of an area.

Progress toward establishing MFLs has been painfully slow. Ironically, Florida would be better off now if progress ground to a complete stop. Pursuant to recent legislation, Florida is now establishing "emergency" MFLs. If you thought the earlier MFLs weren't living up to their name, you certainly won't like the new emergency MFLs.

The old MFL for Silver Springs led the St. Johns River Water Management District to tell Frank Stronach he couldn't have a permit for his cattle operation. That was just three years ago. The new MFL allows Stronach's increased withdrawals and more. The district's explanation for this about-face is part mumbo jumbo and part shell game.

Let's start with the mumbo jumbo. The district tells us that Silver Springs is impaired by excessive nutrient pollution. Government agencies have known this for years, but have done little or nothing to stop it. The district reports that the pollution has clogged the spring run with excessive aquatic vegetation. It also acknowledges that insufficient grazers may be contributing to the excessive aquatic vegetation problem, which it says is backing up water and causing higher water levels in the spring run.

But here's the catch. What if we are able to fix the nutrient pollution problem? What if we are able to breach Rodman Dam, restore a free-flowing Ocklawaha River, and restore the number and diversity of animal species in the Silver River? Might we not expect the excessive aquatic vegetation to diminish and eventually return to natural levels?

The district's proposed emergency MFL for Silver Springs requires the continuation of an ecologically undesirable status quo. In order to keep water levels in the spring run high enough to meet the MFLs, we must continue the excessive nutrient pollution of the spring. We must run contrary to all previous studies by state and federal agencies that recommended restoring a free-flowing Ocklawaha River. The MFLs require perpetuating a situation that is significantly harmful to water resources and the ecology of the area.

Now let's turn to the shell game. Groundwater pumping in Marion County alone was 85 million gallons per day (mgd) in 2005, according a 2007 report co-funded by the St. Johns River Water Management District. However, contrary to what the district would have you believe, the springs in Marion County are impacted not just by pumping in Marion County. They are impacted by wells tapping the Floridan aquifer over a much broader area.

The U.S. Geological Survey reported that groundwater pumping in Marion County and just the counties that share a border with Marion County was 343 mgd in 2010. Is it reasonable to believe that discharge to Silver Springs had been reduced by only 17 mgd in 2010, according to the district's groundwater flow model?

The shell game can likely be found within arcane elements of the district's groundwater flow model. But the district is not letting us see all the details, because a portion of their model code is proprietary. So much for transparency in government.

The district technical staff report for Stronach's permit admits that the proposed emergency MFL for Silver Springs cannot be achieved with withdrawals the district has already permitted. With or without Stronach's permit, the MFLs bust in 2024, just seven years from now. The public water supply utilities with permits before Stronach are not going to be happy when they lose portions of their permitted quantities of groundwater.

Current interpretation of Florida water law appears to be such that water management districts must issue permits for water, even if they have already permitted more withdrawals than MFLs allow. The districts are knowingly permitting increased withdrawals to new users even though the increased withdrawals will interfere with existing users such as utilities that have permits and capital investments in facilities for increased withdrawals they need in the near future.

The districts justify this nonsense by declaring they will create a prevention strategy, or if needed, a recovery strategy. Look around the state for examples of how well these strategies are doing. It's not a pretty picture.

We are setting ourselves up for intense competition for water supplies. We are headed for water wars, perhaps on an unprecedented scale. The Water Resources Act was designed to avoid this very thing. We need to return to the original intent of the 1972 legislation.

— *Jim Gross is executive director of Florida Defenders of the Environment.*

Legal fight over Silver Springs water permit opens in Palatka

By Steve Patterson

Posted April 10, 2017 08:01 am | Updated April 10, 2017 06:44 pm

PALATKA | A groundwater scientist told an administrative law judge Monday that modeling a state agency used to estimate a cattle ranch's effect on Florida's iconic Silver Springs contains fatal mistakes.

"I think it's a mistake that renders the model unreliable and not appropriate to use," said Todd Kincaid, a hydro-geologist hired by conservation groups including the St. Johns Riverkeeper to review a model the St. Johns River Water Management District used to assess the ranch's request to withdraw up to 1.2 million gallons more daily from the Floridan aquifer near the springs.

The conservation groups are challenging a recommendation by management district staff to approve a permit for the ranch to withdraw up to 1.2 million gallons more daily from the Floridan aquifer.

A four-day hearing by the Division of Administrative Hearings on that challenge opened Monday at the management district's headquarters.

Water released by the aquifer-fed springs, counted as Florida's largest freshwater spring, has dropped about a third since the 1930s, and the Silver River that starts at the springs has experienced troubling increases in algae.

Activists have warned that further aquifer withdrawals will simply compound problems at the Silver Springs, which was a tourist mecca decades before Disney World opened and a site where Tarzan movies and television shows featuring underwater sequences were filmed.

An analysis that district staff did for the ranch permit request said there was enough water available for Sleepy Creek Lands LLC to tap the aquifer for now, but that by the end of 2023 the extra pumping would have to stop because withdrawals that are already permitted are expected to lower water amounts available.

The withdrawal could cause currents in the river to drop very slightly, but it would be nearly inconsequential, a hydrologist who reviewed the ranch impact for the management district.

"The changes in velocity you see ... are very small," said Robert Burleson, who works for a Gainesville consulting company.

But his review was based partly on a model that projected changes to the spring based on differences in aquifer withdrawals. That's the model that Kincaid, a Nevada-based geologic modeler who has worked on a series of projects in Florida, said was unreliable.

The model described underground water flowing south to the spring, in Marion County, when data gathered for other studies show that same underground water flowing north toward Gainesville, he said.

Like water above ground flowing to rivers, the water feeding into springs is in defined "springsheds," and has to move one direction or the other.

Kincaid said he thinks the springshed boundaries in the management district's model are simply wrong, and assume more water from more areas is flowing to Silver Springs than really happens.

Administrative Law Judge E. Gary Early scheduled this week's hearing to run through Thursday, but isn't expected to rule at the end. He spelled out conditions earlier for holding a second hearing, maybe in May, to take up arguments about a proposed management district rule setting minimum allowable water levels for the springs. The management district's governing board is expected to vote Tuesday on adopting that rule.

But another scientist called at Monday's hearing said there's too much water pumped around the springs already, and said Sleepy Creek is part of a growing drain on the area's natural balance.

"It's going to add insult to a system that's seriously injured already," said Robert Knight, director of the Florida Springs Institute.

Steve Patterson: (904) 359-4263

Silver Springs' flow can drop 2.5% more

Unanimous vote from water management district board

By Fred Hiers

Posted Apr 11, 2017 at 2:39 PM / Updated Apr 11, 2017 at 11:48 PM

EUSTIS — Despite decades of diminished flow of Silver Springs, the St. Johns River Water Management District board Tuesday approved new standards that would allow the flow to drop another 2.5 percent, which, it says, will not significantly harm the state-protected waterway.

The board heeded its staff recommendation that in setting Minimum Flow Levels the spring flow could drop an additional 17 cubic feet per second (about 10 million gallons per day) without doing significant harm to wildlife in and around the 4.5 mile-long spring and river. The next step for district staff is to create rules by May 31 that reflect the board's decision.

Board members took the unanimous vote despite years of public complaint that the river's flow has already plummeted to dangerous levels and that the river is polluted with unwanted nutrients mostly from agricultural and residential fertilizers and septic tanks. A greater flow also would help flush away unwanted vegetation, they said.

The district board members said Tuesday they believe their staff based their recommendation on the best science available today and said they are required by Florida law to set a reasonable MFL.

"This is in my backyard, just minutes from where I live," said district board member Fred Roberts of Ocala before he voted for the MFL. "We have an obligation to set an MFL. The best science available says this is the MFL."

He said that as part of setting the MFL, the district also is working on numerous programs meant to save and reclaim water, eventually increasing the amount of water available to all those who need it.

"I frankly have not seen any compelling evidence to disagree with staff," he said. "We would be negligent in our duties (not to set an MFL)."

Roberts said he has seen Silver Springs deteriorate as nutrient pollution in the water rises and unwanted algae and vegetation abound in the river. But the water district, in setting an MFL, cannot address issues of excessive nutrients and other problems, he said.

"If you're not happy with the law, change the law," Roberts said, encouraging people in the audience to contact elected officials. "We have to do what we have to do."

About 40 members of the public attended the meeting, held at Eustis City Hall, some of whom carried signs to not allow the springs' flow to diminish anymore. The board did not allow display of the signs.

Fifteen members of the audience spoke. All but one was opposed to allowing the flow to diminish. Most wanted the new MFL established based on historic flows, which were much higher than today.

District member Chuck Drake said although many people want the MFL set to not allow the flow to decrease at all and not allow any more permits to pump from the aquifer, further drought may cause flow to diminish anyway.

"If there was zero pumping that MFL could be violated if there's no rain," he said.

Drake said that in the past several years Florida has become serious in fixing the damage it has done to its springs, spending tens of millions of dollars every year on projects to reduce nutrient levels that pollute the water and feed unwanted vegetation.

District member Ron Howse said that setting an MFL at zero is tantamount to a moratorium on additional water use and essentially "kicking the ball down the road."

The staff proposed MFL establishes "a floor" and allows Florida to start solving its water use and pollution problems, Howse said.

Board chairman John Miklos said he believes the science behind the staff MFL proposal.

"I do believe we have the best scientists in the business," he said, adding, "I do believe staff has done a very good job."

The Florida Legislature more than 30 years ago mandated that water agency officials establish MFLs for the state's water bodies. Water agencies are supposed to use those MFLs to determine how to best protect the state's rivers and springs and how much water can be safely withdrawn from the groundwater and surface waters.

MFLs determine how much flow can decrease without doing significant harm to the wildlife and natural vegetation that depends on the spring or river. When flow falls below an established MFL, it triggers the water district to find the cause of the problem and lay out plans for a remedy.

District staff, who said some flow decrease should be allowed, and members of the public, who wanted no flow decrease, appeared focused on different issues during the hearing.

The staff proposed how much the spring's flow could safely decrease. They said issues of nutrient pollution and spring degradation were not the issue at hand Tuesday.

They also warned that the new MFL would likely be surpassed at current growth levels by 2024 unless significant efforts were made to increase the amount of water that was reclaimed and conserved.

Members of the public at the public hearing didn't want to wait until 2024 and instead said pumping was the major cause of decreased springs' flow. Most said they wanted to stop any new pumping altogether.

They said the MFL should not condone any flow reduction and that the district should instead work to get spring flows to get back to higher historic levels.

They also complained that the springs were getting ruined by unwanted nutrients, too much vegetation as well as reduced flow.

Mike Register, the agency's division director for water supply, said setting an MFL Tuesday wasn't going to appease the public's main concerns, which is the springs' deterioration. Even if the board set the new MFL at zero, the springs' problems would not be fixed, he said.

“It (the MFL) is the tool to set the limit at which further withdrawals would (harm the springs),” he said. “It is not an ideal method (alone) to restore the springs.”

At current pumping rates, the spring will exceed proposed MFL levels after 2024, Register said, so the community must take mitigation steps in the form of conservation, getting more water back into the aquifer and looking for alternative water supplies.

Andrew Sutherland, the water agency’s program manager for MFLs, told the district board that Silver Springs has diminished flow, a compromised food chain, too many unwanted nutrients and too much vegetation, such as algae. The spring’s flow has decreased 32 percent since the 1930s, he said.

The cause isn’t pumping, but lack of rain, Sutherland said. He said independent historical data and studies show that as rain increased in the past, flow increased. And as rainfall diminished, so did flow.

Sutherland told the audience and board that a drought from the 1970s to the early 2000s has resulted in a lack of 112 inches of rain in the Silver Springs recharge area.

In addition, an overabundance of vegetation has created a drag on flow, he said. That drag has caused water to pool at the spring head and created pressure over the spring, also causing the flow to diminish.

Sutherland told the audience and board that pumping from the groundwater accounts for only a 3.5 percent decrease in flow. In addition, pumping has fallen 20 percent in the past 10 years, he said, but flow has remained relatively the same.

If over-pumping was at fault for the declining flow, one would think the springs’ flow would have increased as pumping fell, he said.

After the meeting, members of the public said they were not surprised at the vote. They said the board represented the interest of big development and big agriculture.

“I’m not surprised. I would have been surprised if the outcome had been for the taxpayer and residents of Florida,” said Suzanne Jantz.

Although district staff previously said they do not see any political pressure to skew their data to allow more withdrawal, Jantz thinks otherwise.

“People self-edit (the reports they submit),” she said. “They have families. They have mortgages. They have expenses.”

In 2013, the water agency staff proposed a Silver Springs MFL more stringent than what it proposed to the board Tuesday.

The water agency also announced about that time that it had miscalculated and had issued too many pumping permits, making up about 20 cfs of flow in the spring. Eventually, the agency backed away from that admission. Register said the agency’s scientists now use much better computer modeling to evaluate the data, justifying the lower proposed MFL.

The amount of water the district staff says the spring and river can still afford to lose is called freeboard. If the flow is reduced 2.5 percent, or 17 cubic feet per second, then 98.8 percent of the in-stream habitat would still be preserved.

Richard Swartz, a former Lake County commissioner, said the freeboard of 17 cfs is too narrow a margin for error.

Seeing that the river's flow has decreased 32 percent since the 1930s and unwanted nitrogen levels have risen four times the state limit, "should scare you to death; that is deplorable," he told the district board before the vote.

"We're in a state of crisis," Swartz said.

He said that, knowing government, it is most likely that at least some of the district's conservation and reclamation efforts will not pan out or work. And when they don't, Silver Springs is bound to suffer and the MFL will fail.

"Under all the best-case-scenarios you will fail," he told the board. "The margin of error is so small."

An MFL allowing a 2.5 percent decline in flow "is irresponsible," he said.

After the vote he said that staff and the board caved to development pressure.

"Growth is king in Florida and they certainly didn't want to set a limit on growth," he said. "That's why the vote was no surprise."

Swartz had recommended to the board that it set the new MFL at zero and see how its water conservation, reclamation and water protection projects work in increasing flow and reducing pollutants.

"Staff's recommendation reflected the politics of the board, and the board wanted more water (made available)," he said.

And, he said, in several years when the Silver Springs MFL is exceeded, "they'll create a new model with more freeboard (water) and thus more consumptive use permits (to use more water)."

— Contact Fred Hiers at fred.hiers@starbanner.com and 352-397-5914.

Editorial: Disconnect on springs strategy

Saturday / Posted Apr 15, 2017 at 2:01 AM

Another water management district, another iconic group of springs, another unpopular approval of allowing the springs and the river they feed to be lowered even more.

The St. Johns River Water Management Governing Board this week approved new minimum flows and levels (MFLs) for Silver Springs and the Silver River, as mandated by law. After years of study and, frankly, seemingly ever-changing approaches to their calculations, St. Johns scientists recommended that the MFL of Silver Springs be set at 2.5 percent lower than its current level — a reduction in flow of about 10 million gallons a day. The MFL is the point at which plant and wildlife would experience significant harm.

The St. Johns decision came just weeks after the Southwest Florida Water Management District (Swiftmud) voted to allow Rainbow Springs and the river it feeds to be lowered 5 percent as its MFL. In both instances, the water boards' decisions drew bitter opposition and criticism from springs advocates.

It was clear throughout the discussions by both boards and the members of the public who addressed the issue that there is a disconnect between the two about what the MFLs should be aimed at accomplishing and what the mission of the water management districts is, or should be.

During both the Silver and Rainbow MFL processes, water management officials were clear that their mandate was to meet the requirements of state law. When asked why they would agree to allow the water flow and level decline in the face of decades of declining flow, the water managers repeatedly defended their position by saying they followed the law — despite, in both instances, of conceding the MFLs will be reached in less than a decade.

Springs proponents repeatedly asked water managers how lowering the water flow would help lead to the restoration of the springs. From the advocates' perspective, the goal of every major policy decision regarding the springs should be restoration.

The response both district was that setting MFLs is not part of the restoration process.

A mind-boggling response.

Both St. Johns and Swiftmud have undertaken a number of initiatives over the past half decade presumably aimed at restoring the springs. They have acquired land to serve as buffers and watersheds. They have provided millions of dollars to upgrade wastewater treatment systems in order to reduce nitrate pollution. They have spent millions more for septic tank removal. They have created Basin Management Action Plans, aka BMAPs, and set ambitious nitrate reduction goals.

Yet, for all that, springs lovers are seeing no improvement. Nitrate levels remain dangerously high. Spring flows remain down. And, now, the water districts are saying it is OK to let the water levels go even lower.

The fact is, as we have noted many times, the water flowing out of the springs is the same water we drink and bathe in every day. When the springs are unhealthy, so is our drinking water.

Meeting the letter of the law is fine and good. We understand — the water managers are doing their job. But what we don't understand is why every action taken regarding Florida's springs is not measured by how much it will help to restore our springs, including setting MFLs. We cannot imagine how lowering the flow of our springs will help restore them — and we are sure the water districts can't either.

District Declares Phase I Water Shortage throughout 16-County Region

April 25, 2017

The Southwest Florida Water Management District's (District) Governing Board voted today to declare a Phase I Water Shortage for all 16 counties throughout the District's boundaries. Included in the order are Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Lee, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota and Sumter counties.

The primary purpose for a Phase I water shortage is to alert the public that watering restrictions could be forthcoming. The order also requires local utilities to review and implement procedures for enforcing year-round water conservation measures and water shortage restrictions, including reporting enforcement activity to the District.

Phase I water shortage order does not change allowable watering schedules, however it does prohibit "wasteful and unnecessary" water use.

The District considers both natural water resource conditions and the viability of public supply when deciding to declare a water shortage order – that means, restricting the amount of water the public can use. For the past 20 years, the District has worked diligently with our partners to develop alternative water supplies. Even though we are experiencing drought conditions, there is adequate water supply available to the public.

Florida's dry season runs October through May and April is historically one of the driest months of the year. The District encourages water conservation year-round, and offers many tips to reduce water use and additional information on our website: WaterMatters.org/conservation.

-- *Melissa Gulvin, SWFWMD Government Affairs Program Manager*

Water officials: Spring flow stable

Water management district recommends flow reduction of 11 percent

By Abdon Sidibe

Thursday, April 27, 2017 at 9:52 pm

The water district's recommended Minimum Flows and Levels (MFLs) for Crystal River/King's Bay are not going down very well with stakeholders and residents, but officials with the agency are insisting there is no need for alarm — spring flow, especially in the northern Floridan Aquifer, remains stable.

And even peering 20 years into the future, Crystal River/King's Bay flow percentages will probably naturally be something in the 2 to 3 percent range, according to Ron Basso, the chief hydrogeologist with the Southwest Florida Water Management District.

At Crystal River/King's Bay, the Southwest Florida Water Management District (SWFWMD) is recommending a reduction of 11 percent of the current flow. If approved, it would allow the drawdown of up to 11 percent of the river/bay system for underground and surface water withdrawals. The district believes that is the maximum amount of drawdown that can occur before more than 15 percent of the habitat suffers what is recognized as significant harm.

Thursday evening at Crystal River Middle School, stakeholders, residents and district officials presented their arguments before about three dozen people, including County Commissioners Jeff Kinnard and Brian Coleman.

"The bottom line is there is more than enough warm water quality in the springs region for manatees and for the foreseeable future," said Gabe Herrick, of SWFWMD, after unveiling the results of the district's decades-old collection of data.

Herrick said baseline salinity-based habitat reductions in the most sensitive portions of the bay — the urban shoreline — have shown in reports a 9-year average of 0.5 parts per thousand (PPT).

Herrick and Basso said based on their peer-reviewed data that Crystal River/King's Bay can handle up to an 11 percent reduction without suffering significant harm and should not need recovery or specific preventive strategies.

Basso added that the bay's spring flows have generally been between 300 to 450 cubic feet per second (cfs) for the past 50 years.

"Withdrawals account for less than 2 percent of water use in this area for the last 8 or 9 years," Basso said. "Even in 20 years, groundwater withdrawals are going to be low."

Basso also pointed out that currently two-thirds of drinking water is derived from the Floridan Aquifer.

However, Dr. Bob Knight, the president of the Florida Springs Institute, took issue with the agency's science and modeling to arrive at such withdrawal levels.

Knight said his institute published a comprehensive study of the area springs and waterways, but was not cited in any of the agency's scientific reports.

"This is what you call peer review ... I call it scientific dishonesty," he said.

He said the reality is that King's Bay has been in steady decline of habitat from the 1960s, when spring flow stood at 900 cfs. Knight added that salinity in the bay has tripled in the past 30 years.

"We all know flow, clarity and quality are intimately connected," he said.

Art Jones, director of the One Rake at a Time project, which works to rid the bay of noxious algae, said district officials should look at the issue of nutrient residency time in the bay in their recommendation.

Jones also urged officials to recommend a 2 or 3 percent withdrawal rate and revisit the issue at the state-mandated 10-year review time.

Don Clark of Floral City said officials can't fix the bay while decreasing flow. Clark accused officials of lying to residents about the plan.

The agency in 2012 did the same thing for the Chassahowitzka and Homosassa rivers and must complete the same process for Crystal River and King's Bay by this summer. The Rainbow River's flow and level was set at 5 percent of its current flow level in March.

The district had considered establishing a 12 percent flow level but revised it after receiving new data. If adopted, the district will re-evaluate it in 10 years. It can always revise it upward or downward at any time if new data supports a change. The Florida Department of Environmental Protection has designated the Crystal River/King's Bay system as an impaired waterway and in need of restoration. King's Bay is also an Outstanding Florida Waterway.

According to district officials, the state Legislature requires it to set minimum flows and levels for priority water bodies such as Crystal River/King's Bay. A minimum flow or level is the limit at which further water withdrawals will cause significant harm to the water resources and/or environment. Minimum flows are a protection measure established to protect streams and rivers from impacts associated with groundwater and surface water withdrawals and they are designed to serve as guidelines for the district's permitting programs and for development of alternative water resource projects.

Officials said they have been developing a minimum flow for Crystal River/King's Bay system for many years. The water district's scientists use numerous tools to collect, develop and analyze data before proposing a minimum flow. Their work is then evaluated by an independent peer review panel.

District staff will make a presentation/recommendation to the governing board during a May meeting. The governing board then may choose to recommend adoption of the minimum flow. Brief public comments will also be permitted at that meeting.

Draft reports summarizing the proposed minimum flow are available for review and are posted on the district's website at WaterMatters.org. For more information regarding the proposed minimum flow, please contact Gabe Herrick, a senior environmental scientist with the district's Springs & Environmental Flows Section at 1-800-423-1476, ext. 4275.

Written comments may be submitted via mail or email to Gabe Herrick, at 2379 Broad Street, Brooksville, FL 34604-6899 or gabeherrick@watermatters.org.

Tampa Bay Water – Water News May 2017

Published on Tuesday, May 02, 2017

Significant Drought Conditions Persist with Dry, Warm Spring

The U.S. Drought Monitor Map for Florida shows the Tampa Bay region and much of south-central Florida in a severe drought. Monthly rainfall totals are well below normal. In fact, from October 1 to March 31, the region's rainfall was nearly 57 percent below normal!

Reduced rainfall means declining river and aquifer levels. Currently, the Hillsborough River is flowing at 73 percent less than normal monthly average and the Alafia is 75 percent less than its normal monthly flow level. Groundwater levels in March 2017 were generally 3.4 feet lower than in March 2016.

The good news is that Tampa Bay Water is well positioned to respond to these drought conditions and increasing regional demand for water. Our interconnected system includes diverse sources like seawater desalination as well as a reservoir to that holds 15-billion gallons when full.

We have approximately 8 billion gallons of water stored in the regional reservoir, which is enough to supply our surface water treatment plant with 70 million gallons a day for 4 months. We are also operating the seawater desalination plant at approximately 15 million gallons a day and will ramp up production as needed. Groundwater production for the past 12-months has been well below permitted levels, so we have flexibility with this source as well.

As the drought continues, residents and business can do their part to extend our water supplies.

New Emergency Interconnect for Hillsborough County

A new emergency connection has been approved for south-central Hillsborough County. At its April meeting, Tampa Bay Water's board of directors approved an agreement for the construction, maintenance and use of a new emergency connection at Hillsborough County's Lithia Water Treatment Plant. The new connection, which will be designed and constructed by Hillsborough County, will allow high-quality drinking water from Tampa Bay Water's regional system to directly enter Hillsborough County's distribution system, in the event of an emergency. It also allows Hillsborough County to sell water to Tampa Bay Water, if needed. This connection ensures continual service to Hillsborough County's customers, and the region, should a situation arise.

Awards Season Open for Water-Thrifty Landscapes

Tampa Bay Water, in partnership with the University of Florida's Institute of Food and Agricultural Sciences (IFAS) County Extension Offices and Florida-Friendly Landscaping™ Program, is accepting applications for the 2017 Tampa Bay Community Water-Wise Awards. Residents, businesses and community organizations with water-efficient landscapes that represent the beauty and resiliency of Florida's natural environment are encouraged to apply online by June 30, 2017.

The awards program recognizes those who are committed to conserving water resources and protecting the environment by using the best in attractive, water-efficient landscaping practices. Landscapes deemed water-wise use less water, require minimal maintenance and protect the environment.

Winners receive a custom-made, mosaic landscape stepping stone during a ceremony presented by county commissioners, city council members or mayors within their local governments.

To apply, applicants should visit tampabaywaterwise.org to fill out a short form and upload photos of their landscapes. If it meets basic criteria, a representative of the University of Florida IFAS County Extension will schedule an on-site evaluation of the landscape and irrigation system.

Did you know?

Prior to 1900, many people died from water-borne diseases like cholera, dysentery and typhoid fever. All that changed in the early 1900s when scientists found a way to disinfect drinking water using chlorine. Chlorination of drinking water has been called one of the most significant advances in public health protection. In fact, the mortality rate declined 50 percent in the 20th century, thanks to water treatment.

Item 10.e.

Executive Director's Report

**Florida Chamber
Environmental
Permitting
Summer
School**

2017 Legislative Session Final Report

Ms. Diane Salz, WRWSA Governmental Affairs, will present this item.

Staff Recommendation:

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

Item 12.a.

Certification of Rules Pursuant to Section 120.695, Florida Statutes

Mr. Larry Haag, WRWSA Attorney, will present this item.

Exhibit A contains the correspondence from Kenneth J. Plante, Coordinator, Joint Administrative Procedures Committee, regarding legislation passed during the 2016 legislative session and new rule certification requirements. The Authority is subject to these new statutory requirements.

Exhibit B contains the Rule Certification recommended by staff.

Both exhibits are included in the Board's meeting materials.

Staff Recommendation:

Approval of and authorization for the Chairman to sign the Certification of Rules 2017, (120.695(2) Florida Statutes), as contained in Exhibit B.

Agency Heads / General Counsels:

I would like to call your attention to section [120.695\(2\), Florida Statutes](#), as amended by Section 6, [Chapter 2016-116, Laws of Florida](#), to provide for the following:

(b) Each agency shall review all of its rules and designate those for which a violation would be a minor violation and for which a notice of noncompliance must be the first enforcement action taken against a person or business subject to regulation. A violation of a rule is a minor violation if it does not result in economic or physical harm to a person or adversely affect public health, safety, or welfare or create a significant threat of such harm.

(c)1. **No later than June 30, 2017**, and after such date within 3 months after any request of the rules ombudsman in the Executive Office of the Governor, each agency shall review its rules and certify to the President of the Senate, the Speaker of the House of Representatives, the committee and the rules ombudsman those rules that have been designated as rules the violation of which would be a minor violation under paragraph (b), consistent with the legislative intent stated in subsection (1). [Emphasis added.]

I would also point out that sub-subparagraphs 120.695(2)(c)2. and 3., Florida Statutes, further provide:

(c)2. **Beginning July 1, 2017**, each agency shall:

a. Publish all rules that the agency has designated as rules the violation of which would be a minor violation, either as a complete list on the agency's website or by incorporation of the designations in the agency's disciplinary guidelines adopted as a rule.

* * *

3. For each rule filed for adoption, the agency head shall certify whether any part of the rule is designated as a rule the violation of which would be a minor violation and shall update the listing required by sub-subparagraph 2.a. [Emphasis added.]

Please let me know if you have any questions.

Kenneth J. Plante, Coordinator
Joint Administrative Procedures Committee
680 Pepper Building
111 West Madison Street
Tallahassee Florida 32399-1400
(850)488-9110

**CERTIFICATION OF RULES 2017
(120.695(2) FLORIDA STATUTES)**

WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY
(WRWSA)

A. List of Rules:

None.

B. List of Rules the violation of which would be a minor violation under Section 120.695(2)(b) Florida Statutes.

None.

C. Certifications

As Chairman of the Board of Directors, I certify that I have reviewed the WRWSA Certification of Rules for 2017, that the WRWSA repealed all of its rules effective June 29, 2014, that no new rule making has been conducted by the WRWSA subsequent to that repeal nor is any rule making contemplated.

Nick Nicholson, Chairman

Date: _____