



**WITHLACOOCHEE  
REGIONAL  
WATER  
SUPPLY  
AUTHORITY**

## **Board Meeting Package**

September 20, 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*

<b>Office</b>	<b>Board Members</b>
Chair	The Honorable Nick Nicholson
Vice Chair	The Honorable Michelle Stone
Treasurer	The Honorable Stephen Printz

<b>Jurisdiction</b>	<b>Board Members</b>
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:

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

**MEMORANDUM**

To: Water Supply Authority Board of Directors and Interested Parties

From: Richard S. Owen, Executive Director

Date: September 8, 2017

Subject: Monthly Meeting of the Withlacoochee Regional Water Supply Authority

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The next meeting of the Withlacoochee Regional Water Supply Authority will be on **Wednesday, September 20, 2017, 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

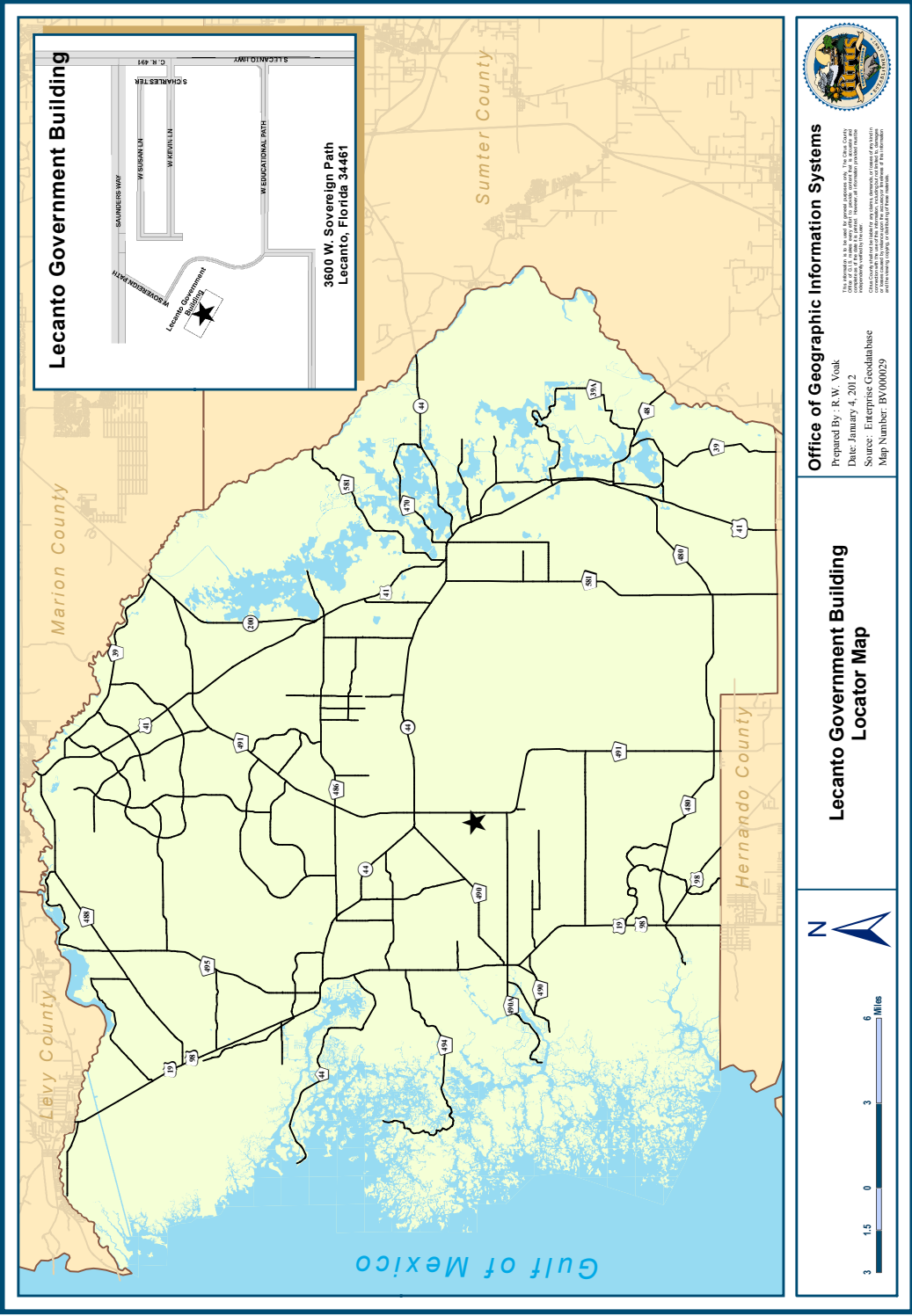
Enclosed for your review are the following items:

- Agenda
- Minutes of the July 19, 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](http://www.wrwsa.org).
- On the Authority's Home Page go to the left side of the page and click on "Meetings."
  - On the slide out menu is a button for the current Board Package.
  - Click on the Board Package to download and/or print.



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

### **From Brooksville:**

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

### **From Ocala**

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

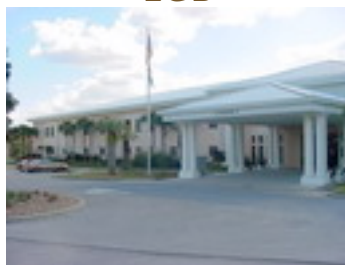
### **From Bushnell**

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

### **From Wildwood**

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

**LGB**





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

**A G E N D A**

**September 20, 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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1. <b>Call to Order</b> . . . Nick Nicholson, Chair	
2. <b>Roll Call</b> . . . Richard Owen, WRWSA Executive Director	
3. <b>Introductions and Announcements</b> . . . Richard Owen, WRWSA	
4. <b>Approval of Minutes</b> . . . Nick Nicholson, Chair .....	9
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6. <b>Special Districts Public Facilities Report</b> . . . Roy Mazur, Water Resource Associates .....	15
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9. <b>As-Needed Technical and Engineering Services</b> . . . Richard Owen, WRWSA .....	27
a. <b>Authorization to Enter into Contracts with Qualified Firms</b>	
b. <b>Authorization to Issue Work Orders</b>	
10. <b>SWFWMD Fiscal Year 2018-19 Cooperative Funding Requests</b> . . . Richard Owen, WRWSA .....	59
11. <b>Executive Director’s Report</b> . . . Richard Owen, WRWSA	
a. <b>Bills to be Paid</b> [August bill summary included in packet; September bills provided at the meeting] .....	65
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c. <b>Public Officials Liability Insurance Policy</b> .....	69
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g. <b>Other</b>	
12. <b>Legislative Report</b> . . . Diane Salz, WRWSA Governmental Affairs .....	99
13. <b>Attorney’s Report</b> . . . Larry Haag, WRWSA Attorney	
14. <b>Other Business</b>	
15. <b>Next Meeting</b> . . . November 15, 2017; 3:30 p.m.; Lecanto Government Building, Room 166	
16. <b>Adjournment</b>	

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





## **Item 4**

### **Approval of Minutes**

# DRAFT

## WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

### Minutes of the Meeting July 19, 2017

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

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

#### 1. Call to Order

Due to Chairman Nicholson's absence, Vice Chair Stone called the Withlacoochee Regional Water Supply Authority (WRWSA) Board of Directors meeting to order at 3:30 p.m. and requested a roll call.

#### 2. Roll Call

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

##### BOARD MEMBERS PRESENT

Michelle Stone, *Vice Chair*, Marion County  
Commissioner  
Stephen Printz, *Treasurer*, Sumter County  
Commissioner  
Al Butler, Sumter County Commissioner  
Scott Carnahan, Citrus County Commissioner  
Steve Champion, Hernando Co. Commissioner  
William Kemerer, Brooksville City Councilor  
Jeff Kinnard, Citrus County Commissioner  
Ron Livsey, Belleview City Commissioner

##### BOARD MEMBERS ABSENT

Ken Brown, Crystal River City Councilor  
Kathy Bryant, Marion County Commissioner  
Nick Nicholson, *Chairman*, Hernando County  
Commissioner  
Dale Swain, Bushnell City Councilor  
Carl Zalak, Marion County Commissioner

##### ALTERNATE(S) PRESENT

Dave Burnell, Crystal River City Manager

#### 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 said that the agenda has been revised to add an item regarding a resolution to support the SWFWMD Chassahowitzka and Homosassa Rivers SWIM Plans. He also noted that bills for June and July are at members' seats.

##### WRWSA STAFF PRESENT

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

##### LOCAL GOVERNMENT STAFF PRESENT

Alys Brockway, Hernando County Water Resources Manager  
Debra Burden, Citrus County Water Conservation Manager  
Kim Dinkins, Marion County Office of the County Engineer  
Melissa Gulvin, SWFWMD Gov't. Affairs Program Manager  
Gene Heath, PRWC Coordinator  
Roy Mazur, Water Resource Associates  
Joe Quinn, SWFWMD Water Supply Project Manager  
Richard Radack, City of Brooksville  
Tracy Straub, Marion County Engineer  
Joe Troiano, SJRWMD Intergovernmental Coordinator

#### 4. Approval of Minutes

A copy of the May 17, 2017 minutes was provided in the Board's meeting materials. Following consideration, **Mr. Printz moved to approve the minutes for the May 17, 2017 meeting as presented. The motion was seconded by Mr. Carnahan and carried unanimously.**

#### 5. Public Comment – No speaker cards were submitted.

**6. Polk Regional Water Cooperative (PRWC) Status Update**

Mr. Owen introduced Mr. Gene Heath, PRWC Coordinator, who presented a status update entitled “Your region, Your water, Your voice at the table.” The presentation included why the PRWC was formed, key provisions of the interlocal agreement (who are the members, functions, etc.), what projects are being pursued, what the future holds, how other local governments are addressing water supply on a regional basis, etc. Mr. Heath stressed the importance of regional, multijurisdictional approaches to solve the region’s water supply challenges. *(Presentation available on Authority’s website for meetings.)*

Discussion ensued regarding future demand, funding projected costs and commitments, population growth, competition for water, taxpayer rebate programs, regional interconnections, and statewide water supply sustainability.

This was an information item only and no action required.

**7. Charles A. Black Wellfield – Well #4 Remediation Status Report**

Mr. Owen said this item is deferred to a future meeting when a Citrus County representative can be present.

**8. Regional Irrigation System Evaluation Project Phase 3 Final Report**

Mr. Owen said Phase 3 of the Authority’s Regional Irrigation System Evaluation Program began in October 2014 as part of the Authority’s ongoing water conservation initiative. Phase 3 of the Irrigation Audit Program was funded by and completed in cooperation with the Southwest Florida Water Management District (SWFWMD), and Citrus, Hernando, and Marion counties. Phase 3 has been completed on time and within budget. *(Presentation available on Authority’s website for meetings.)*

Mr. Owen provided a summary of the major findings of the Phase 3 effort. He noted that the Phase 3 final report has been provided as a separate document accompanying the Board’s meeting materials. If approved by the Board, the Final Report will be submitted to the SWFWMD in accordance with the Cooperative Funding Agreement.

Following consideration, **Mr. Carnahan moved, seconded by Mr. Champion, for the Board to accept the Regional Irrigation System Evaluation Program Phase 3 Final Report, dated July 19, 2017; and authorize staff to submit the Final Report to the SWFWMD. The motion carried unanimously.**

**9. Fiscal Year 2017-18 Grants Program Applications**

Mr. Owen said that, at the Authority’s March 15, 2017 meeting, the Board set the total allocation of funds in Fiscal Year 2017-18 for the Local Government Grant Program at \$130,000 and limited such grants to water conservation projects. The Authority has received three grant applications, one each from Citrus, Hernando and Marion counties. A summary of the applications is presented below while copies of the applications are included as exhibits in the Board’s meeting materials.

The three applications received reflect continuations of member government proven effective water conservation programs. Staff analysis of the applications indicates these water conservation programs continue to meet the Authority’s grant program requirements. It should be noted that, at the time the meeting materials were mailed, Citrus and Marion county resolutions were not included. Authority staff discussed this with county representatives. A copy of Citrus County’s resolution was provided to the Board and Marion County received Commission approval at its July 18, 2017 regularly scheduled meeting. Representatives from Citrus, Hernando and Marion counties were invited to

attend the meeting and answer any Board questions regarding their respective water conservation grant applications.

Following consideration, **Mr. Printz moved, seconded by Mr. Carnahan, for Board approval of the grants in the amounts presented (Citrus County - \$42,627.50, Hernando County - \$48,350.00 and Marion County - \$35,245.00); and authorize the Chair to execute the grant Agreements. The motion carried unanimously.**

#### 10. **Public Facilities Report Work Order**

Mr. Owen said Florida Statutes require special districts such as the Authority to file public facilities reports with each local government in which the special districts are located, and post these reports to their websites. The purpose of the facilities report is to provide local governments with information that is pertinent to developing and updating the local governments' comprehensive plans. Once an initial public facilities report has been filed with the appropriate local governments, the Authority is required to prepare and file an annual notice of any changes with the local governments. In addition, every seven years, each independent special district, including the WRWSA, must submit a Public Facilities Updated Report to each county and/or municipality in which it is located.

Mr. Owen noted that, based upon the schedule provided by the Department of Economic Opportunity, Special District Online Handbook, the schedule for the WRWSA to prepare and file a Public Facilities Report starts in January 2018 for the City of Webster and extends through January 2022 for the City of Brooksville. In order to prepare the Authority's required Public Facilities report, staff solicited a proposed work order from Water Resource Associates (WRA), which is one of the consultants under contract with the Authority for As-Needed Technical and Engineering Work.

Mr. Roy Mazur, Senior Project Manager representing the WRA, provided a brief presentation and answered questions from the Board. A copy of the proposed Work Order 2017-02 was included as an exhibit to this item in the Board's meeting materials. (*Presentation available on Authority's website for meetings.*)

Following consideration, **Mr. Butler moved, seconded by Mr. Carnahan, for Board approval to issue Work Order 2017-02 to Water Resource Associates to prepare the Authority's Special District Public Facilities Report, in an amount not to exceed \$9,580; and authorization of the Executive Director to execute the Work Order. The motion carried unanimously.**

At this time, an item not appearing on the published agenda was considered.

#### **Chassahowitska and Homosassa Rivers SWIM Plans Resolution**

Mr. Owen stated that the Southwest Florida Water Management District (SWFWMD) has completed its proposed Surface Water Improvement and Management (SWIM) Plans for the Chassahowitzka and Homosassa River systems. At its July 12, 2017 meeting, the Springs Coast Steering Committee, on which a number of member governments sit, recommended approval of these Plans. The SWFWMD Governing Board is scheduled to consider approval of the Plans at its August 29, 2017 meeting.

There are six SWIM priority waterbodies in the WRWSA four-county area. Waterbodies in the WRWSA region for which SWIM plans have been recently finalized include the Rainbow River, Crystal River / Kings Bay, and the Weeki Wachee river. The Chassahowitzka and Homosassa rivers are the fourth and fifth SWIM plans to be created or updated under the SWFWMD Springs Coast Initiative. The Lake Panasoffkee SWIM plan was last completed in 2000. The WRWSA Board has approved resolutions in support of prior SWIM plans to express its support to the SWFWMD Governing Board. These Plans are 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.

Resolution 17-04, WRWSA Board of Directors Supports the Chassahowitzka and Homosassa Rivers SWIM Plans Prepared by the SWFWMD, was provided to each member.

Following consideration, **Mr. Printz moved, seconded by Mr. Butler, to approve and execute Resolution 2017-04, Withlacoochee Regional Water Supply Authority Board of Directors Supports the Chassahowitzka and Homosassa Rivers Surface Water Improvement and Management Plans Prepared by the Southwest Florida Water Management District, as presented. 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.

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

- a. **Bills to be Paid** – Mr. Owen noted that copies of June 2017 bills paid and July 2017 bills to be paid were provided to Board members at their seats.

Mr. Owen presented the June 2017 bills and requested Board concurrence. **Mr. Butler moved to ratify payment of the June 2017 bills in the total amount of \$19,034.74. The motion was seconded by Mr. Printz and carried unanimously.**

Mr. Owen presented the July 2017 bills and requested Board approval. Following consideration, **Mr. Printz moved for payment of the July 2017 bills in the amount of \$15,661.49, as presented. The motion was seconded by Mr. Butler and carried unanimously.**

- b. **2017-2018 Regulatory Plan** – Mr. Owen noted that, pursuant to Chapter 120.74, the WRWSA is required to file a regulatory plan annually by October 1st of each year. The regulatory plan must identify laws enacted or amended during the previous 12 months that affect the duties or authority of the agency, and for each such law, the agency must state whether it must adopt rules to implement the law and provide details about the proposed rulemaking schedule. The regulatory plan must include certifications by the presiding officer and principal legal advisor to the agency.

Mr. Owen noted that no rulemaking activities are planned for the 2017-2018 timeframe. Upon approval by the Board, the WRWSA will submit the Authority's 2017-2018 Regulatory Plan and publish it on the Authority's website.

Following consideration, **Mr. Printz moved, seconded by Mr. Carnahan, for the Board to approve the WRWSA's proposed 2017-2018 Regulatory Plan; and authorize the Vice Chair and General Counsel to execute the appropriate certifications. The motion carried unanimously.**

- c. **Correspondence** – No items were included in the Board's meeting materials.
- d. **News Articles** – News articles of interest were included in the Board's meeting materials and at their seats.
- e. **Other**
- Mr. Owen said he participated in the Sumter-Lake Counties Water School with about 50 to 75 attendees. He spoke on the role of federal and state governments for supply and water management.
  - Mr. Owen requested the Board consider approval he and Ms. Salz to attend the Florida Water Forum. Following consideration, **Mr. Carnahan, seconded by Mr. Champion, to approve Mr. Owen and Ms. Salz attending the Florida Water Forum at an estimated cost of \$860 (registration and travel). The motion carried unanimously.**

**12. Legislative Report**

Mr. Owen noted that Ms. Diane Salz, WRWSA Governmental Affairs, is absent due to attending the Environmental Summer School.

**13. Attorney's Report** – Mr. Haag, WRWSA Attorney, said he had no report to provide. He commented that the *Citrus Chronicle* had an article regarding Sugar Mill Woods and high usage of water. Mr. Owen and Ms. Brockway provided clarifying information.

**14. Other Business** – None

**15. Next Meeting Time and Location**

- **Vice Chair Stone called the question to cancel the August 16, 2017 monthly meeting. Mr. Butler moved, seconded by Mr. Printz, to cancel the meeting, and it carried unanimously.**
- The next monthly meeting is scheduled for September 20, 2017 at 3:30 p.m. at the Lecanto Government Building, Room 166.

**16. Adjournment**

Vice Chair Stone adjourned the meeting at 4:46 p.m.

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Nick Nicholson, Chairman

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Richard S. Owen, Executive Director

### **Special Districts Public Facilities Report**

Mr. Roy Mazur, Senior Project Manager with WRA, will present the report to the Board.

At the July 2017 meeting, the Board authorized issuance of Work Order 2017-02 to Water Resource Associates (WRA) to prepare a public facilities report for the Authority. This report is required by Florida Statutes. Once prepared, the Authority must file the report with each local government in the Authority's region, and post the report to our website. The purpose of the report is to provide local governments with information that is pertinent to developing and updating the local governments' comprehensive plans.

WRA has prepared the WRWSA's public facilities report. A copy is included as an exhibit to this item in the Board's meeting materials.

See Exhibit – Special District Public Facilities Report

#### Staff Recommendation:

Board acceptance of the Authority's Special District Public Facilities Report as contained in the Exhibit to this item.

# **Withlacoochee Regional Water Supply Authority**

## **Special District Public Facilities Report**



**September 2017**



**Withlacoochee Regional Water Supply Authority  
Special District Public Facilities Report**

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**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
SPECIAL DISTRICT PUBLIC FACILITIES REPORT  
September 1, 2017**

**EXECUTIVE SUMMARY**

Beginning March 1, 1991, pursuant to state law enacted in the 1989 legislative session, [Chapter 89-169, Laws of Florida (Chapter 189, F.S.)], special districts such as the Withlacoochee Regional Water Supply Authority are required to file special district public facilities reports with each local government in which the special districts are located. The purpose of the report is to provide local governments with information pertinent to the development and updating of the local governments' comprehensive plans. The report is to contain the following elements:

- Description of existing facilities owned or operated
- Description of facilities being built / proposed to be expanded
- How the new facilities / expansions will be financed
- The anticipated time the construction will be completed.

As indicated in the statute the report is due to local governments twelve months prior to submission of Evaluation and Appraisal Letter to the Division of Community Development. In addition, the special district public facilities report is to be updated every seven years and may be referenced and relied upon by a local government when updating their local comprehensive plans.

**WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY**

**HISTORY**

The Withlacoochee Regional Water Supply Authority (WRWSA) is an independent special district of the state of Florida, created and existing pursuant to Section 373.713 and 163.01, Florida Statutes and is one of four water supply authorities within the Southwest Florida Water Management District (SWFWMD). The WRWSA was founded in 1977 by Hernando, Citrus, Sumter, Marion and Levy counties - in 1982, Levy County formally withdrew. The WRWSA is charged with planning for and developing cost efficient, high quality water supplies for its member governments and promotes environmental stewardship through its water conservation programs. In the future, it is anticipated that the WRWSA will partner with its member governments to develop water sources to augment current supplies to meet the region's long-term needs.

In 1984, an amendment to the WRWSA's inter-local agreement provided for municipal membership, which allowed cities within each county to become members. These include Belleview, Brooksville, Bushnell, Center Hill, Coleman, Crystal Regional, Dunnellon, Inverness, McIntosh, Ocala, Reddick, Webster, and Wildwood. Figure 1 depicts the WRWSA four-county region and its member governments.

In 2014, a revised and restated Inter-local agreement was approved by Citrus, Hernando, Marion and Sumter counties. Pursuant to the new agreement, the WRWSA Board is comprised of two county commissioners from Citrus, Hernando and Sumter counties, three commissioners from Marion County and one municipal representative from each of the member counties (currently Crystal River, Brooksville, Belleview and Bushnell).

## EXISTING WATER SUPPLY FACILITIES

The WRWSA owns the Charles A. Black (CAB) wellfield in Citrus County, with a permitted capacity of approximately 4.6 mgd (4,597). The CAB water supply system consists of seven groundwater production wells and two water treatment facilities, CAB-1 and CAB-2. CAB-1 consists of two groundwater supply wells, disinfection equipment, storage tanks, and distribution piping equipment. CAB-2 consists of five groundwater supply wells, disinfection equipment, storage tanks, and distribution piping equipment. Both facilities are regulated by the Florida Department of Environmental Protection (FDEP) and SWFWMD. The CAB current monthly pumpage (2017 monthly average) is averaging near its permitted quantity.

The WRWSA and Citrus County completed negotiations at the end of FY 2015-16 for a new water supply contract governing the operation and maintenance of the CAB wellfield. 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 WRWSA. Provisions of the new contract call for improved coordination between Citrus County and WRWSA.

There are no WRWSA plans or projects to construct new water supply facilities or expand the Charles A. Black wellfield facilities at this time. However, the WRWSA did complete an engineering analysis of the CAB facilities in September of 2016 that recommends annual contributions to and projected expenditures from a Renewal and Replacement fund. Expenditures for such items as wells, pumps, motors, storage, emergency power generation, meters and other items are recommended through the year 2036.

## FISCAL YEAR 2017 – 2018 WORK PROGRAM

While there are no plans to construct new, or expand existing water supply production facilities, the WRWSA has a robust conservation, technical assistance and member advocacy program funded and active for FY 2017 - 2018.

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

The WRWSA 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. 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 WRWSA 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 WRWSA's jurisdiction. The grant program guidelines and application package may be found on the WRWSA's

web page at [www.wrwsa.org](http://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 WRWSA initiated the Pilot program in 2011 with joint funding from the 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 St. John's River Water Management District (SJRWMD) conservation requirements.

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

The WRWSA conducts legislative and executive branch advocacy year-round to promote initiatives on behalf of the WRWSA and its member governments, and to protect the WRWSA's interests. Historically, the WRWSA 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 WRWSA 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 WRWSA 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 WRWSA and water supplies of our member governments.

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

The WRWSA 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 WRWSA. Various provisions of the new Contract call for improved coordination between the County and WRWSA.

**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, SJRWMD, Marion County and the WRWSA. 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 WRWSA's continued participation and coordination with member governments is essential to ensure water supply implications are considered as the model is updated. The WRWSA 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 Coast 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 WRWSA staff have actively participated in the Springs Coast Management Committee. It is anticipated the SWFWMD will continue some form of stakeholder involvement and the WRWSA 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 WRWSA 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 7

### **Charles A. Black Wellfield – Well #4 Remediation Status Report**

Mr. Gary Loggins, Utility Operations Manager, Citrus County, will provide the Board with an update on the remediation of well number 4 at the Charles A. Black wellfield.

Funds for the remediation will come from the Authority's Renewal and Replacement fund.

#### Staff Recommendation:

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





### **Citrus County Water Use Permit Consolidation**

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

Citrus County has begun the process to consolidate its various water use permits. The potential benefit to the County of consolidating permits is that while currently one or more permits may be exceeding their permitted quantity, because a majority of the County's permits are well within their permitted quantities, when combined the consolidated permit is anticipated to be within the cumulative permitted quantity. County staff approached the WRWSA staff early this calendar year to inquire whether the Authority would want to include the Charles A. Black (CAB) wellfield in this consolidation process. WRWSA staff informed the Board at its January 2017 meeting that staff did not see any benefits at that time to the Authority of joining in this process. There was no action taken by the Board at that meeting.

Currently, the CAB wellfield has an individual water use permit from the Southwest Florida Water Management District with an average annual quantity of 4.597 million gallons per day (mgd). The permit was issued in 2012 and expires in 2022. The permit is issued to Citrus County and the WRWSA as co-permittees. Pursuant to the Water Supply Contract between Citrus County and the Authority, the County is responsible for operation and maintenance of the CAB facilities, including ensuring compliance with all permits conditions.

Citrus County has more recently approached the WRWSA to request it agree to include the CAB facilities in the consolidation of its water use permits. WRWSA staff expressed to the County that the staff's main concern of participating is the potential for additional risk and exposure for the CAB facilities and the Authority if it were to have the CAB permit included in the consolidation. The primary concern is that the County could be subject to enforcement actions, fees, fines or litigation for activities at its other water supply facilities, and by being included in the consolidated permit, the CAB facilities and the WRWSA could be at risk of being included in these activities and the Authority could potentially incur additional expenses. Authority staff suggested to the County these concerns could potentially be addressed through a hold harmless agreement between the County and the Authority. Mr. Larry Haag, Authority attorney, was requested to work with the County attorney to develop such an agreement.

Staff will provide the Board with an update and possible recommendation at the Board meeting.

#### Staff Recommendation:

To be presented at the Board meeting.



**As-Needed Technical and Engineering Services**

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

**a. Authorization to Enter into Contracts with Qualified Firms**

At its May 2017 meeting, the Board authorized staff to issue a Request for Qualifications (RFQ) for General Professional Engineering and Technical Services. Six (6) Statement of Qualifications (SOQs) were timely received and all met the RFQ requirements. The six firms are listed below in alphabetical order.

<b>Firms (listed alphabetically)</b>	<b>Location</b>
Intera	Gainesville, Jacksonville, Tampa
HSW	Tampa
Progressive Water Resources	Sarasota, Spring Hill
Reiss Engineering	Tampa, Winter Springs
Weber & Associates	Tampa
WRA	Tampa, Sarasota, Ft. Myers

Included as exhibits to this item are a summary of the SOQs and the proposed agreement template for these services. The agreements with these firms do not authorize any work; work is authorized through the issuance of subsequent Work Orders, which must be approved by the Board (see item 9.b. below). The agreements are to be effective October 1, 2017, the beginning of the new fiscal year; and are for a three-year period and may be extended for two one-year periods upon mutual written agreement of both parties.

Exhibit 9.a – 1. Submittal Summary 2017 As-Needed Services RFQ (page 29)

Exhibit 9.a – 2. As-Needed Engineering & Technical Services – Contract Template 2017 (page 30)

**Staff Recommendation:**

Board (1) approve the recommended list of firms for award of contracts for General Professional Engineering/Technical Services, as presented above; and (2) authorize the Executive Director to enter into an agreement with each firm consistent with the contract template exhibit.

**b. Authorization to Issue Work Orders**

Contingent upon the Board's action on Agenda Item 9.a., staff recommends issuance of the following Work Orders for As-Needed General Engineering/Technical Services:

Water Resource Associates (WRA) – The purpose of this Work Order is to provide general engineering and technical support services to the Authority Board and Executive Director on an as-needed basis. The Work Order amount is \$20,000.

Weber and Associates – The purpose of this Work Order is to provide the Authority Board and Executive Director with expertise and assistance on an as-needed basis on water use permitting, ground water modeling and related matters. The Work Order amount is \$15,000.

## Item 9

A copy of the proposed Work Orders are included as Exhibits to this item in the Board's meeting materials.

Exhibit 9.b. – 1. As-Needed Work Order 2018-01 WRA (page 54)

Exhibit 9.b .– 2. As-Needed Work Order 2018-02 Weber & Associates (page 56)

Staff Recommendation:

Board authorize the Executive Director to issue:

- (1) Work Order to Water Resource Associates in an amount not to exceed \$20,000 for the period through September 30, 2018; and
- (2) Work Order to Weber and Associates in an amount not to exceed \$15,000 for the period through September 30, 2018.

**GENERAL PROFESSIONAL ENGINEERING/TECHNICAL SERVICES  
STATEMENT OF QUALIFICATIONS**

RFQ Component	Intera	HSW	Progressive Water Resources	Reiss Engineering	Weber & Associates	WRA
Met 8/4/2017 2:00 pm deadline	Y	Y	Y	Y	Y	Y
4 paper copies	P	P	P	P	P	P
4 electronic copies	P	P	P	P	P	P
Limited to 20 pages	Y	Y	Y	Y	Y	Y
Single sided, 8.5" x 11"	Y	Y	Y	Y	Y	Y
Maximum 1" margins	Y	Y	Y	Y	Y	Y
Minimum 12 font size	Y	Y	Y	Y	Y	Y
<b>SOQ Requirements*</b>						
1. Legal name, address, phone number and email of Consultant	P	P	P	P	P	P
2. Principal location(s) of Consultant	P	P	P	P	P	P
3. Legal form of company	P	P	P	P	P	P
4. Identification and outline of qualifications and professional experience of Consultant's Project Officer	P	P	P	P	P	P
5. Outline of qualifications and professional experience of other key personnel	P	P	P	P	P	P
6. Discussion and examples of projects completed by Consultant relating to the project service areas	P	P	P	P	P	P
7. Indicate if Consultant now represents any of the Authority's member governments in any way	P	P	P	P	P	P
8. Indicate if Consultant is currently involved in any litigation against any of the Authority member governments	P	P	P	P	P	P
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	P	P	P	P	P	P
10. Required forms						
Project Team/Key Personnel Form	P	P	P	P	P	P
Signed Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes	P	P	P	P	P	P

\* See SOQ Information Package for complete descriptions

Key:

"Y" = Yes

"N" = No

"P" = Provided

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

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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 10<sup>th</sup> 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.

- A. 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;

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

## **SECTION 8. DOCUMENTS AND DATA**

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

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

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

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

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

## **SECTION 9. PUBLIC RECORDS**

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

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

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

## **SECTION 10. STANDARD OF PERFORMANCE**

Consultant shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an



experienced engineering organization rendering the same services, and in accordance with sound engineering principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound engineering principles and practices.

#### **SECTION 11. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS**

Consultant acknowledges and explicitly represents to the Authority the following:

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

progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement Documents or related to work under separate contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.

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

## **SECTION 12. SUSPENSION OF PROJECT – EXTRA WORK**

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Scope of Services upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order, and amendments to any Scope of Services by the Authority shall be in writing.
- B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services for a Work Order ("Extra Work"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Work. If the Authority determines such service does constitute Extra Work, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.

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

### **SECTION 13. SUBCONTRACTORS**

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

### **SECTION 14. INDEPENDENT CONTRACTOR**

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

## **SECTION 15. INSURANCE**

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

- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

4. Professional Liability. Coverage must include:

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

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

cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.
- J. Professional liability insurance shall continue in force until the end of the fifth (5<sup>th</sup>) calendar year following the calendar year in which the Agreement is terminated. The

current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5<sup>th</sup>) calendar year.

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



## **SECTION 16. INDEMNIFICATION OF THE AUTHORITY**

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

## **SECTION 17. TERM OF AGREEMENT**

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

## **SECTION 18. TERMINATION OF AGREEMENT BY THE AUTHORITY**

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

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

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

## **SECTION 19. SEVERABILITY**

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

## **SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES**

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

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

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

## **SECTION 22. SUCCESSORS AND ASSIGNS**

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

## **SECTION 23. FORCE MAJEURE**

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

## **SECTION 24. NO THIRD PARTY BENEFICIARY**

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

## **SECTION 25. DISPUTE RESOLUTION**

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

## **SECTION 26. CONTROLLING LAW**

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

## **SECTION 27. NOTICES**

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

If to the Authority: Withlacoochee Regional Water Supply Authority  
3600 W. Sovereign Path, Suite 228  
Lecanto, Florida 34461  
Attention: 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 28. EXTENT OF AGREEMENT**

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

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

ATTEST:

**WITHLACOOCHEE REGIONAL  
WATER SUPPLY AUTHORITY**

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

\_\_\_\_\_  
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

## **GENERAL ENGINEERING & TECHNICAL SERVICES**

### **WORK ORDER No. 2018-01**

#### **INTRODUCTION AND BACKGROUND**

This Work Order No 2018-01 "General Support Services" is approved this \_\_\_\_ of \_\_\_\_\_ 2017 and is incorporated by reference into the Agreement for General Professional Engineering Technical Services entered into on \_\_\_\_\_, 2017 between the Withlacoochee Regional Water Supply Authority (Authority or WRWSA) and Water Resource Associates, LLC (Consultant), for General Professional Engineering & Technical Services.

#### **SCOPE OF WORK**

The Consultant will assist the Authority Board and Executive Director with policy, programmatic and technical aspects of the Authority on an as-needed basis. This work requires the expertise of a water supply engineering firm to provide a wide range of disciplines for its successful implementation.

The Consultant responsibilities will include, but not be limited to:

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

## COMPENSATION

The Consultant shall receive compensation and reimbursement for travel and other expenses not to exceed the sum of \$20,000, consistent with the rate schedule attached as Exhibit A to the Agreement.

## SCHEDULE

The schedule for Consultant services will commence upon execution of this Work Order by the Authority and Consultant but no sooner than October 1, 2017 and will continue through September 30, 2018.

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

WITHLACOOCHIEE REGIONAL WATER  
SUPPLY AUTHORITY

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

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

WATER RESOURCE ASSOCIATES, LLC

\_\_\_\_\_  
Peter G. Hubbell  
Principal

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

## **GENERAL ENGINEERING & TECHNICAL SERVICES**

### **WORK ORDER No. 2018-02**

#### **INTRODUCTION AND BACKGROUND**

This Work Order No 2018-02 "Water Use Permitting, Rule Review, Ground Water Modeling and Related Support Services" is approved this \_\_\_\_ of \_\_\_\_\_ 2017 and is incorporated by reference into the Agreement for General Professional Engineering Technical Services entered into on \_\_\_\_\_, 2017 between the Withlacoochee Regional Water Supply Authority (Authority or WRWSA) and Weber and Associates, LLC (Consultant), for General Professional Engineering & Technical Services.

#### **SCOPE OF WORK**

The Consultant will assist the Authority Board and Executive Director with policy, programmatic and technical aspects of water use permitting, administrative rule proposals, ground water modeling and related topics on an as-needed basis.

The Consultant responsibilities will include, but not be limited to:

1. Assisting with analyzing the implications of water use permitting related activities within or affecting the Authority's four-county region;
2. Assisting in the analyses of ground water modeling being conducted by the St. Johns River Water Management District, Southwest Florida Water Management District, Department of Environmental Protection or other entities who's modeling may impact upon the Authority's four-county region;
3. Providing technical assistance regarding water use permitting issues involving the Authority's Charles A. Black wellfield facilities;
4. Providing analysis of Water Management District or Department of Environmental Protection rule proposals regarding water use, water shortage, minimum flows and levels, well construction, and other relevant topics;
5. Assisting in responding to inquiries and investigations from member governments, the water management districts, the Florida Department of Environmental Protection (FDEP) and other interested parties on matters related to water use permitting, ground water modeling and related topics;
6. Attendance at various board, FDEP, water management district, county and city meetings;
7. Participation and coordination with Authority member governments;
8. Coordination with the FDEP, SWFWMD and SJRWMD;
9. Presentations regarding the Authority's activities to various boards, commissions, councils and other organizations;



10. Development of position papers and providing assistance developing Authority Board meeting material on matters related to water use permitting, administrative rule proposals, ground water modeling and related topics; and
11. Other related activities requested and approved by the Executive Director.

### **COMPENSATION**

The Consultant shall receive compensation and reimbursement for travel and other expenses not to exceed the sum of \$15,000, consistent with the rate schedule attached as Exhibit A to the Agreement.

### **SCHEDULE**

The schedule for Consultant services will commence upon execution of this Work Order by the Authority and Consultant but no sooner than October 1, 2017 and will continue through September 30, 2018.

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

WITHLACOOCHIEE REGIONAL WATER  
SUPPLY AUTHORITY

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

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

WEBER AND ASSOCIATES, LLC

\_\_\_\_\_  
Ken Weber  
Principal

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



## **SWFWMD Fiscal Year 2018-19 Cooperative Funding Requests**

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

The Southwest Florida Water Management District (SWFWMD) has opened the application period for the Fiscal Year (FY) 2018-19 Cooperative Funding Initiative and applications are due by October 6, 2017. The purpose of this item is to request Board authorization to submit two cooperative funding requests to the SWFWMD, including (1) the WRWSA's Regional Water Supply Plan (RWSP) update and (2) Phase 5 of the Regional Irrigation System Audit Program.

### WRWSA Regional Water Supply Plan Update

The Authority last updated its Regional Water Supply Plan in 2014. The update was co-funded by the SWFWMD. The Authority updates its Plan every five years and it was originally proposed by staff that this update be initiated in FY 2018-19 and that the Authority again request 50% co-funding from the SWFWMD. On August 11, 2017 Authority staff met with SWFWMD staff to discuss this potential funding request and various aspects of the plan update. In that discussion, the timing of the Authority's update in relationship to the SWFWMD's update to its own RWSP for the northern region of its jurisdiction was discussed. The SWFWMD would like to have the Authority's updated Plan largely complete for consideration in their Plan update. In order to accomplish this, it was suggested that the Authority initiate its update in fiscal year 2017-18. The SWFWMD staff subsequently informed the Authority staff that they would potentially recommend to their Board at their September 26, 2017 meeting an out-of-cycle funding request that would utilize funds remaining in their current fiscal year. This would allow the WRWSA to initiate its plan update in the coming fiscal year 2017-18. The work effort will include updated water demand projections, evaluation of source options and potential water supply project options. The project as proposed includes development of enhanced future water conservation savings potential. The total project funding is proposed at \$300,000, and would be divided equally between the Authority and the SWFWMD.

### Regional Irrigation System Audit Program Phase 5

The Authority has conducted a regional irrigation system audit program since 2011. Participating utilities have included Citrus, Hernando and Marion counties and The Villages. The program has been funded 50/50 between the Authority and SWFWMD. The Authority's share is then split 50/50 with each participating utility. Each utility identifies the level of funding at which it desires to participate. The program targets the highest use single family residential customers identified by each utility. Participation by customers is voluntary and the irrigation system audit is conducted at no cost to the customer. The program to-date has achieved significant water savings. Outdoor lawn watering continues to be the area of greatest potential savings and continued focus on water savings in outdoor use is the consensus of the local utility conservation experts.

## Item 10

The Phase 5 total project budget is recommended at \$200,000. Utilities potentially participating in the proposed Phase 5 program include Citrus County (\$12,000), Hernando County (\$12,000), Marion County (\$18,000) and The Villages North Sumter County Utility Dependent District (\$4,000) and the Village Center Community Development District (\$4,000), for a total local contribution of \$50,000. The Authority would need to demonstrate to the SWFWMD the full match of \$100,000, with \$50,000 to be reimbursed by the local utilities, and the SWFWMD requested to provide matching funds in the amount of \$100,000.

As part of the application submittals, the Authority must provide a commitment to include its 50% of each project's cost in its FY 2018-19 budget. This amounts to a total of \$250,000 (\$150,000 for the RWSP Update and \$100,000 for Phase 5 of the Irrigation Audit Program) in Authority project funding. There are currently more than adequate funds available in the Authority's Water Resource Development Reserves (projected to be \$856,528 at the end of FY 2017-18). Funding commitment letters are included as exhibits to this item. Finally, the SWFWMD requires applicants with more than one application to rank the applications. Staff recommends the RWSP update project be ranked number one and Phase 5 of the Regional Irrigation System Audit Program be ranked second. A ranking letter is included as an exhibit in the Board's meeting materials.

See Exhibits – Ranking Letter and Funding Commitment Letters

### Staff Recommendation:

Board approval of the FY 2018-19 Cooperative Funding Initiative applications, with the Regional Water Supply Plan update ranked as number one for a total amount of \$300,000 and Phase 5 of the Regional Irrigation System Audit Program ranked as second for the total amount of \$200,000. This includes a commitment to fund the Authority's portion of these projects.

The RWSP update, if approved as an out-of-cycle funding request, will require amendment of the Authority's approved FY 2017-18 budget to include \$150,000 in matching funds. These funds would come from the Water Resource Development Reserves account. If not approved as an out-of-cycle request, it requires commitment to include the \$150,000 in the Authority's FY2018-19 budget. The Phase 5 Regional Irrigation System Audit project requires a commitment of \$100,000 in the FY2018-19 budget.

# DRAFT

September 20, 2017

Southwest Florida Water Management District  
Attn: Cooperative Funding Program Administrator  
2379 Broad Street  
Brooksville, Florida 34604-6899

Subject: Fiscal Year 2018-19 Cooperative Funding Requests Ranking  
Regional Water Supply Plan Update  
Phase 5 of the Regional Irrigation System Audit Program

Dear CFI Administrator:

The Withlacoochee Regional Water Supply Authority (WRWSA) is submitting two Cooperative Funding Requests for the District's consideration in its FY2018-19 Cooperative Funding Initiative. We have prioritized them as follows:

- (1) The WRWSA's Regional Water Supply Plan (RWSP) update; and
- (2) Phase 5 of the Regional Irrigation System Audit Program.

The WRWSA Board, at its September 20, 2017 meeting, approved this ranking. We greatly appreciate the District's consideration of our requests.

Sincerely,

Richard Owen, AICP  
Executive Director

# DRAFT

September 20, 2017

Southwest Florida Water Management District  
Attn: Cooperative Funding Program Administrator  
2379 Broad Street  
Brooksville, Florida 34604-6899

Subject: Fiscal Year 2018-19 Cooperative Funding Request – Regional Water Supply  
Plan Update Funding Commitment

Dear CFI Administrator:

The Withlacoochee Regional Water Supply Authority (WRWSA) is submitting a Cooperative Funding Request for the District's consideration in its FY2018-19 Cooperative Funding Initiative (CFI) for the update of the WRWSA's Regional Water Supply Plan (RWSP). The District requires CFI applicants to demonstrate a commitment of matching funds for each funding request. The purpose of this letter is to express the commitment of the Authority to fund its 50% share of the project costs.

The Authority and District staff has discussed the potential for this project to be considered for out-of-cycle funding so that the project may be initiated in the coming fiscal year and thereby substantially completed in time for information from the Plan to be utilized by the District in updating its Region Water Supply Plan for the Northern Planning Region. Should the District approve this request for out-of-cycle funding, the WRWSA commits to amend it Fiscal Year 2017-18 budget to include the matching funds in the amount of \$150,000. Should the project be considered by the District for cooperative funding in FY2018-19, the Authority commits to include matching funds in the amount of \$150,000 in its FY2018-19 budget.

The Authority Board, at its September 20, 2017 meeting, approved this letter of funding commitment. We greatly appreciate the District's consideration of our request.

Sincerely,

Richard Owen, AICP  
Executive Director

# DRAFT

September 20, 2017

Southwest Florida Water Management District  
Attn: Cooperative Funding Program Administrator  
2379 Broad Street  
Brooksville, Florida 34604-6899

Subject: Fiscal Year 2018-19 Cooperative Funding Request – Phase 5 of the  
Regional Irrigation System Audit Program Funding Commitment

Dear CFI Administrator:

The Withlacoochee Regional Water Supply Authority (WRWSA) is submitting a Cooperative Funding Request for the District's consideration in its FY2018-19 Cooperative Funding Initiative (CFI) for Phase 5 of the Regional Irrigation System Audit Program. The District requires CFI applicants to demonstrate a commitment of matching funds for each funding request.

The purpose of this letter is to express the commitment of the Authority to fund its 50% share of the project costs. Should the project be considered by the District for cooperative funding in FY2018-19, the Authority commits matching funds in the amount of \$100,000 in its FY2018-19 budget.

The Authority Board, at its September 20, 2017 meeting, approved this letter of funding commitment. We greatly appreciate the District's consideration of our request.

Sincerely,

Richard Owen, AICP  
Executive Director





## **Item 11.a.**

### **Executive Director's Report**

#### **Bills to be Paid**

**August 2017 provided in meeting materials.**

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

**3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461**

**8/16/2017**

State Board of Administration	Transfer from SBA2 to SBA1	\$1,619.24
State Board of Administration	Transfer from SBA1 to SunTrust Bank	\$17,589.27

(1) Phase 34 (N640) - Irrigation Audits			
	C. LuAnne Stout (Marion Co envelopes/postage)	\$50.00	Invoice 01-N640-2017
(2) Phase 4 (N822) - Irrigation Audits			
	Jack Overdorff, ECO Land Design	\$1,542.24	Invoice 282
	C. LuAnne Stout (Marion Co applications)	<u>\$27.00</u>	Invoice 04-N822-2017
		<u>\$1,569.24</u>	

## **Item 11.b.**

**Executive Director's Report**

### **Fiscal Year 2017-2018 Meeting Dates**

## Item 11.b.

### Executive Director's Report

#### Fiscal Year 2017-2018 Meeting Dates

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

The Authority is required to follow Florida Statute Chapter 189 concerning meeting notices. In response to these statutory requirements, the Authority publishes an annual calendar of meeting dates that is approved by the Board. Any changes to the meeting dates, times or locations must be published in area newspapers to notice the change from the originally published calendar.

It is recommended that the WRWSA Board meetings be scheduled on an every-other-month basis for Fiscal Year 2017-18.

Location of Meetings:	Lecanto Government Building Room 166 3600 W. Sovereign Path Lecanto, Florida 34461
Start Time:	3:30 p.m.
Meeting Dates:	November 15, 2017 January 17, 2018 March 21, 2018 May 16, 2018 July 18, 2018 September 19, 2018

#### Staff Recommendation:

Board approval of the fiscal year 2017-2018 meeting dates as shown above, including any changes directed by the Board at the meeting.

## **Item 11.c.**

**Executive Director's Report**

### **Public Officials Liability Insurance Policy**

**To be provided at meeting  
in supplemental materials**

# VanAllen-Acentria Insurance

117 N. Seminole Avenue  
Inverness, FL 34450-4124

PH: (352) 637-5191 • Fax: (352) 637-2396

August 30, 2017

Withlacoochee Regional Water Supply Authority  
3600 West Sovereign Path, Ste 228  
Lecanto, FL 34461

## RENEWAL OFFER COVERAGE EXPIRES 10/01/2017

Re: Public Officials Liability Renewal

Dear Richard,

Thank you for your business. We have received a quote for your Public Officials Liability renewal, the coverage is as follows:

Public Officials Management Limit:	\$1,000,000/\$5,000 Retention
Employment Practices Liability:	\$1,000,000/\$10,000 Retention
Policy Aggregate:	\$1,000,000
Non-Monetary Coverage-Defense Only:	\$ 50,000/\$5,000 Retention
Non-Monetary Coverage-Defense Only Aggregate:	\$100,000
Crisis Management:	\$25,000/\$5,000 Retention
Policy Form:	Claims Made

**Annual Premium: \$2,408.89**

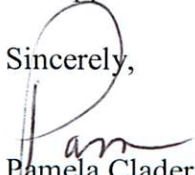
If you wish to renew this coverage, please sign the attached Surplus Lines Disclosure form.

Once you have signed this form, please forward it back to our office along with the full payment of \$2,408.89 made payable to Acentria Insurance in the enclosed envelope by September 25, 2017.

This policy will NOT automatically renew. Your coverage will expire on 10/01/2017 unless you return all the above information.

We appreciate your business and wish to thank you for placing your insurance needs in our hands.

Sincerely,



Pamela Clader  
Account Manager

## SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, VanAllen-Acentria Insurance has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lessor cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

There is no liability on the part of, and I have no cause of action against, my agent for placing coverage in the surplus lines market.

Withlacoochee Regional Water Supply Authority

Named Insured

Please  
Sign & Date

Signature of Insured's Authorized Representative

Date

Indian Harbor Insurance Company

Name of Excess and Surplus Lines Carrier

Public Officials Liability

Type of Insurance

10/1/2017

Effective Date of Coverage





## **Item 11.d.**

**Executive Director's Report**

### **Third 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 nine months ended June 30, 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.



August 22, 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 June 30, 2017

**ASSETS**

Cash in Bank - SunTrust	\$ 2,671.46
Cash in Bank - SBA1	526,226.42
Cash - SBA2/Citrus Rev	1,039,710.27
Accounts Receivable	62,750.26
Prepaid Expense	<u>170.64</u>

<b>Total Current Assets</b>	<b>1,631,529.05</b>
-----------------------------	---------------------

**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>

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

<b>TOTAL ASSETS</b>	<b><u>\$ 2,611,806.58</u></b>
---------------------	-------------------------------

**LIABILITIES AND NET POSITION**

**CURRENT LIABILITIES**

A/P Special Projects	\$ 1,645.32
Acct Payable - General	<u>14,428.67</u>

<b>Total Current Liabilities</b>	<b>16,073.99</b>
----------------------------------	------------------

**NET POSITION**

Beginning Net Position	2,489,336.11
Net Income	<u>106,396.48</u>

<b>Total Net Position</b>	<b><u>2,595,732.59</u></b>
---------------------------	----------------------------

<b>TOTAL LIABILITIES AND NET POSITION</b>	<b><u>\$ 2,611,806.58</u></b>
---	-------------------------------

See Accompanying Independent Accountant's Compilation Report

# Withlacoochee Regional Water Supply Authority

## STATEMENT OF REVENUES AND EXPENSES

For the Period Ended June 30, 2017

	<u>3 months ended</u>		<u>9 months ended</u>	
	<u>June 30, 2017</u>	<u>%</u>	<u>June 30, 2017</u>	<u>%</u>
<b>Revenue</b>				
Citrus Co. Assessments	\$ 6,721.35	5.27 %	\$ 20,163.95	6.17 %
Hernando Co. Assessments	8,399.00	6.59 %	25,197.00	7.71 %
Sumter Co. Assessments	5,493.75	4.31 %	16,481.25	5.04 %
Marion County Assessment	16,207.25	12.72 %	48,621.75	14.88 %
Interest Income - SBA Accounts	4,404.23	3.46 %	11,561.88	3.54 %
Citrus Co Facilities Recovery	47,519.38	37.29 %	135,866.46	41.58 %
Citrus County Wlfl Admin Recov	15,000.00	11.77 %	45,000.00	13.77 %
Ph 3 Irrig Aud Pgm SWFWMD Match	1,500.00	1.18 %	1,500.00	0.46 %
Ph 4 Irr Aud Pgm Coop Match	7,392.01	5.80 %	7,392.01	2.26 %
Ph 4 Irr Aud Pgm SWFWMD Match	14,784.03	11.60 %	14,784.03	4.52 %
Other Income	0.00	0.00 %	200.00	0.06 %
<b>Total Revenue</b>	<b>127,421.00</b>	<b>100.00 %</b>	<b>326,768.33</b>	<b>100.00 %</b>
<b>Operating Expenses</b>				
Consulting Admin Asst	9,375.00	7.36 %	28,125.00	8.61 %
Executive Director Richard Owen	20,000.01	15.70 %	60,000.03	18.36 %
Advertising	120.12	0.09 %	575.24	0.18 %
Bank Charges	0.00	0.00 %	15.00	0.00 %
Lecanto Rent	0.00	0.00 %	2,047.68	0.63 %
Registration/Dues	590.00	0.46 %	1,603.00	0.49 %
Legal - Monthly Meeting	500.00	0.39 %	2,000.00	0.61 %
Legal - Other Services	659.24	0.52 %	1,359.24	0.42 %
Liability Insurance	0.00	0.00 %	2,410.04	0.74 %
Office Supplies	315.08	0.25 %	940.02	0.29 %
Printing & Reproduction	19.65	0.02 %	679.28	0.21 %
Postage	47.61	0.04 %	482.88	0.15 %
Audit	0.00	0.00 %	9,766.46	2.99 %
Bookkeeping/Financial Asst.	1,000.00	0.78 %	1,000.00	0.31 %
Publications/Software	19.50	0.02 %	58.50	0.02 %
State Fees/Assessments	0.00	0.00 %	175.00	0.05 %
Web Page/Internet Services	574.74	0.45 %	1,099.74	0.34 %
Telephone	362.91	0.28 %	1,088.64	0.33 %
Travel	506.50	0.40 %	1,594.90	0.49 %
Legislative Consultant	10,500.00	8.24 %	31,500.00	9.64 %
Local Govt Water Cons Proj	0.00	0.00 %	40,182.50	12.30 %
General Services Acct	600.00	0.47 %	1,100.65	0.34 %
Phase 3 Irrigation Audit Progra	0.00	0.00 %	3,000.00	0.92 %
Phase 4 N822 Irrigation Audits	13,708.98	10.76 %	29,568.05	9.05 %
<b>Total Operating Expenses</b>	<b>58,899.34</b>	<b>46.22 %</b>	<b>220,371.85</b>	<b>67.44 %</b>
<b>Net Income (Loss)</b>	<b>\$ 68,521.66</b>	<b>53.78 %</b>	<b>\$ 106,396.48</b>	<b>32.56 %</b>

See Accompanying Independent Accountant's Compilation Report

ACCOMPANYING SUPPLEMENTARY INFORMATION

# Withlacoochee Regional Water Supply Authority

## BUDGET TO ACTUAL

For the Period Ended June 30, 2017

	<u>9 months ended</u> <u>June 30, 2017</u> <u>Actual</u>	<u>9 months ended</u> <u>June 30, 2017</u> <u>Budget</u>	<u>Variance</u> <u>Over/(Under)</u> <u>Budget</u>	<u>Annual</u> <u>Budget</u>	<u>Variance</u>
<b>Revenue</b>					
Citrus Co. Assessments	\$ 20,163.95	\$ 20,163.75	\$ 0.20	\$ 26,885.00	\$ (6,721.05)
Hernando Co. Assessments	25,197.00	25,197.00	-	33,596.00	(8,399.00)
Sumter Co. Assessments	16,481.25	16,481.25	-	21,975.00	(5,493.75)
Marion County Assessment	48,621.75	48,621.75	-	64,829.00	(16,207.25)
Interest Income - SBA Accounts	11,561.88	-	11,561.88	-	11,561.88
Citrus Co Facilities Recovery	135,866.46	122,690.25	13,176.21	163,587.00	(27,720.54)
Citrus County Wlfld Admin Recov	45,000.00	45,000.00	-	60,000.00	(15,000.00)
Ph 3 Irrig Aud Pgm SWFWMD Match	1,500.00	1,312.50	187.50	1,750.00	(250.00)
Ph 4 Irr Aud Pgm Coop Match	7,392.01	37,500.00	(30,107.99)	50,000.00	(42,607.99)
Ph 4 Irr Aud Pgm SWFWMD Match	14,784.03	75,000.00	(60,215.97)	100,000.00	(85,215.97)
Other Income	200.00	-	200.00	-	200.00
<b>Total Revenue</b>	<b>326,768.33</b>	<b>391,966.50</b>	<b>(65,198.17)</b>	<b>522,622.00</b>	<b>(195,853.67)</b>
<b>Operating Expenses</b>					
Consulting Admin Asst	\$ 28,125.00	\$ 28,125.00	\$ 0.00	\$ 37,500.00	\$ (9,375.00)
Executive Director Richard Owen	60,000.03	60,000.00	0.03	80,000.00	(19,999.97)
Advertising	575.24	750.00	(174.76)	1,000.00	(424.76)
Bank Charges	15.00	-	15.00	-	15.00
Lecanto Rent	2,047.68	1,536.00	511.68	2,048.00	(0.32)
Registration/Dues	1,603.00	1,425.00	178.00	1,900.00	(297.00)
Legal - Monthly Meeting	2,000.00	3,750.00	(1,750.00)	5,000.00	(3,000.00)
Legal - Other Services	1,359.24	9,000.00	(7,640.76)	12,000.00	(10,640.76)
Liability Insurance	2,410.04	1,875.00	535.04	2,500.00	(89.96)
Office Supplies	940.02	600.00	340.02	800.00	140.02
Printing & Reproduction	679.28	1,500.00	(820.72)	2,000.00	(1,320.72)
Postage	482.88	600.00	(117.12)	800.00	(317.12)
Audit	9,766.46	7,265.25	2,501.21	9,687.00	79.46
Bookkeeping/Financial Asst.	1,000.00	1,500.00	(500.00)	2,000.00	(1,000.00)
Publications/Software	58.50	150.00	(91.50)	200.00	(141.50)
Legislative Consultant	31,500.00	31,500.00	-	42,000.00	(10,500.00)
Web Page/Internet Services	1,099.74	1,500.00	(400.26)	2,000.00	(900.26)
Telephone	1,088.64	825.00	263.64	1,100.00	(11.36)
Contingency Funds	-	805.50	(805.50)	1,074.00	(1,074.00)
State Fees/Assessments	175.00	131.25	43.75	175.00	-
Travel	1,594.90	6,750.00	(5,155.10)	9,000.00	(7,405.10)
Local Govt Water Cons Proj	40,182.50	97,500.00	(57,317.50)	130,000.00	(89,817.50)
General Services Acct	1,100.65	56,250.00	(55,149.35)	75,000.00	(73,899.35)
Phase 3 Irrigation Audit Progra	3,000.00	2,625.00	375.00	3,500.00	(500.00)
Phase 4 N822 Irrigation Audits	29,568.05	150,000.00	(120,431.95)	200,000.00	(170,431.95)
<b>Total Operating Expenses</b>	<b>220,371.85</b>	<b>465,963.00</b>	<b>(245,591.15)</b>	<b>621,284.00</b>	<b>(400,912.15)</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ 106,396.48</b>	<b>\$ (73,996.50)</b>	<b>\$ 180,392.98</b>	<b>\$ (98,662.00)</b>	<b>\$ 205,058.48</b>

See Accompanying Independent Accountant's Compilation Report

## **Item 11.e.**

**Executive Director's Report**

### **Correspondence**

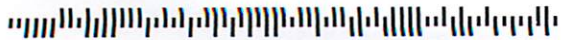
RECEIVED AUG 09 2017

# Notification of account changes.

\*\*AUTO\*\*SCH 5-DIGIT 34442

0717\_Primary\_BUS\_MAIL 0159401 19/550/1

Withlacoochee Regional Water Supply  
3600 W Sovereign Path Ste 228  
Lecanto FL 34461-7726



7/21/17

Dear Valued Business Client,

To help streamline your business finances, SunTrust is making a few updates to your Primary Business Checking account, **effective September 1, 2017.**

We are eliminating certain Online Cash Manager fees for your Primary Business Checking account that is designated as the billing account for Online Cash Manager. You will no longer be charged for Online Cash Manager reported transactions or account maintenance for having more than three business deposit accounts set up on Online Cash Manager. Please refer to the Online Cash Manager fee schedule for a complete listing of Online Cash Manager services and applicable fees at [suntrust.com/ocm](http://suntrust.com/ocm).

SunTrust is simplifying how the Primary Business Checking monthly maintenance fee is charged. Maintain a daily collected balance of \$1,000 or higher to avoid a monthly maintenance fee - instead of the previous fee based on an average monthly balance of \$1,500. As of September 1, 2017, if your account balance falls below the minimum daily collected balance of \$1,000, your account will be charged a \$15 maintenance fee.

We are happy to help. If you have any questions, please visit us in person at your local branch or call 800.752.2515.

Sincerely,  
SunTrust Small Business Banking

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ST10286

> Visit  
your nearest branch

> Call  
800.752.2515

> Go online  
[suntrust.com](http://suntrust.com)







An Equal  
Opportunity  
Employer

# Southwest Florida Water Management District

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

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

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

2379 Broad Street, Brooksville, Florida 34604-6899

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

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

On the Internet at [WaterMatters.org](http://WaterMatters.org)

August 29, 2017

Citrus County Board of County Commissioners/Attn: Ken Cheek  
3600 West Sovereign Path, Suite 241  
Lecanto, FL 34461

Subject: **Notice of Potential Non-Compliance/Overpumpage - First Notice**

Project Name: Charles A Black Water Supply System  
Permit No.: 20007121.006  
Compliance No.: 391875  
County: Citrus  
Sec/Twp/Rge: S25/T18S/R18E

Dear Mr. Cheek:

The pumpage data submitted for the referenced water use permit indicates that the quantity authorized by the permit has been exceeded. For the 12-month periods ending in April 2017, May 2017 and June 2017, annual average quantity of 4,913,134 gallons per day (gpd), 4,966,614 gpd and 4,891,773 gpd were withdrawn, respectively. The permit authorizes an annual average quantity of 4,597,000 gpd.

If these values reflect a calculation error on the part of the District or a reporting error, please respond in writing within 30 days of the date of this letter explaining the error. In the case of a reporting error, please explain measures to be undertaken to ensure that the error does not occur again. If the values are correct, but reflect an overpumpage that is due to a one-time occurrence (such as a pipeline break), please respond in writing within 30 days of the date of this letter explaining the situation in detail and offering corrective measures, if appropriate.

If the overpumpage indeed occurred, the conditions of the permit have been violated. Efforts to bring quantities into compliance must begin within 30 days of the date of this notice. Compliance could involve, among other things, mitigating any adverse impacts caused by the overpumpage and reducing your pumpage or obtaining, if permissible, a permit modification for a larger quantity.

If you fail to take action to bring your water withdrawals into compliance within 30 days, the case will be referred to the District's Legal Department for further enforcement action.

Thank you for your attention to this critical matter. If you have any questions or concerns, please contact me at the Tampa Service Office, extension 2040.

Sincerely,

Ed Kouadio, P.G.  
WUP Compliance Lead  
Water Use Permit Bureau  
Regulation Division

klb

cc: Bernadine Flood-Nichols, Department of Water Resources, Citrus County Utilities

RECEIVED SEP 07 2017



Sherrill F. Norman, CPA  
Auditor General

## AUDITOR GENERAL STATE OF FLORIDA

Claude Denson Pepper Building, Suite G74  
111 West Madison Street  
Tallahassee, Florida 32399-1450



Phone: (850) 412-2722  
Fax: (850) 488-6975

August 31, 2017

WITHLACOOCHEE REGIONAL WATER  
LUANNE STOUT  
3600 W SOVEREIGN PATH, SUITE 228  
LECANTO, FL 34461

Dear Sir or Madam:

In connection with our annual audit of the basic financial statements of the Florida PRIME, for the fiscal year ended June 30, 2017, we request your assistance in confirming the beginning balance, contributions, deposit cancellations, withdrawals, withdrawal cancellations, investment earnings, and ending balance for your account(s) in the State Board of Administration's Florida PRIME as shown on the enclosed attachment. Our confirmation does not include amounts relating to any accounts in the Fund B Surplus Funds Trust Fund (Fund B).

Please confirm, by signing and returning the attachment, whether the beginning balance, contributions, deposit cancellations, withdrawals, withdrawal cancellations, investment earnings, and ending balance for your account(s) agree with your records. If there are any differences, please identify such differences, then sign and return the attachment. You may return the signed attachment by scanning and attaching it to an email addressed to William Karalius at [WilliamKaralius@aud.state.fl.us](mailto:WilliamKaralius@aud.state.fl.us). Alternatively, we have enclosed a postage paid, self-addressed envelope for your response.

In order that we may meet our audit schedule, please respond to this request by September 22, 2017. For any questions concerning this request, please contact me at (850) 412-2753. Your cooperation and assistance are greatly appreciated.

Sincerely,

William Karalius  
Auditor

Attachment

RECEIVED SEP 07 2017

## Attachment

Account Number	Entity Name	Beginning Balance	Contributions	Deposit Cancellation	Withdrawals	Withdrawal Cancellation	Investments Earnings	Ending Balance
311171	WITHLACOOCHEE REGIONAL WATER	456,941.55	351,553.12	0.00	-352,563.79	0.00	4,599.41	460,530.29
311172	WITHLACOOCHEE REGIONAL WATER	1,097,363.60	225,950.78	0.00	-227,712.02	0.00	9,804.04	1,105,406.40

The amounts shown above, as stated or as amended, which represent the accounts' transactions and balance(s) for the fiscal year ended June 30, 2017, are correct.

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## **Item 11.f.**

**Executive Director's Report**

**News Articles**

**Hernando Sun online**

## **Hernando Oaks reclaimed water project, from SWFWMD's SWIM Plan**

Lisa MacNeil  
July 21, 2017

In 1987, the Florida Legislature created the Surface Water Improvement and Management (SWIM) Act to protect, restore, and maintain Florida's highly threatened surface water bodies. The Weeki Wachee River is a designated SWIM Priority Water Body.

The Florida Department of Environmental Protection has proposed a water reuse project for Hernando Oaks Golf Course "in efforts to promote protection from degradation and contamination of Florida's springs and in particular the Weeki Wachee springs system." FDEP is funding the water reuse project with an estimated cost of \$490,000.

The City of Brooksville will provide reclaimed water to the golf course from its wastewater treatment facility. In order to do so, approximately 7,500 feet of reuse piping will have to be installed. The city will be able to provide the golf course up to 225,000 gpd of reclaimed water to replace the 170,000 gpd of currently permitted groundwater.

Brooksville has an existing 12 inch reclaimed water line that extends south on the west side of Broad Street / US 41, then crosses the highway and terminates at Southern Hills Plantation. The public works department proposes to extend the reclaimed water line by connecting an 8-inch line along the west side of Broad Street for approximately 2600 feet. The water line will proceed west approximately 4900 feet along an existing utility easement into Hernando Oaks Golf Course and terminate at an existing surface water pond.

Using reclaimed water to irrigate the Hernando Oaks Golf Course will reduce costs of pumping water from the Floridan Aquifer and conserve water therein.

Other benefits include reduction in the need for fertilizers, since nitrogen and phosphorus are retained in reclaimed water. The reduction of fertilizer use will also save money, and reduce runoff that can make its way into the aquifer.

It also provides an effective means for the city to reduce the amount of reclaimed water from its treatment facility.

The FDEP approval was expected July 1st, but there has been no decision as of the July 6<sup>th</sup> hearing. Mr. Radacky expressed his optimism that the FDEP will approve the funding.

When the reclaimed water project is complete and placed in service, the City will provide reclaimed water at a rate of \$0.31 per 1,000 gallons for (5) years then increasing according to the Consumer Price Index. This is a negotiated rate between the City and Heartwood 91-3, LLC, Owner of the Hernando Oaks Development. The terms of the Agreement is for a maximum of 225,000 gallons per day and may be unavailable depending on quality/quantity or other issues.

*Julie Maglio contributed to this report.*

## **SWFWMD Water News**

### **District Approves Proposed Millage Rate**

07/26/2017 12:00 AM EDT

The Southwest Florida Water Management District's (District) Governing Board adopted a proposed fiscal year 2018 millage rate of 0.3131 mill, 5.6 percent lower than the current fiscal year.

For the owner of a \$150,000 home with a \$50,000 homestead exemption, the District tax would be \$31.31 a year, or about \$2.61 per month. The fiscal year runs from Oct. 1, 2017, through Sept. 30, 2018.

The total fiscal year 2018 proposed budget for the District is \$181.6 million. The proposed budget includes more than \$77 million for Cooperative Funding Initiatives and District grants. District funds leveraged with partners cost sharing will result in a total regional investment of over \$151 million for sustainable alternative water supply development and other water resource management projects.

The District will hold a tentative budget hearing on Sept. 12 at 5:01 p.m. at the Tampa Service Office, located at 7601 U.S. Highway 301.

The Governing Board will vote on the final budget on Sept. 26 at 5:01 p.m., at the Tampa Service Office.

## **Water conservation talk turns to pumping permits**

By Buster Thompson

Saturday, July 29, 2017 at 8:35 pm

*Editor's Note: Water usage continues to be a hot topic in Sound Off and Letters to the Editor. The most recent spate of opinions came when state water officials from the Southwest Florida Water Management District, or SWFWMD, began advocating for water conservation in light of the county's overall overuse.*

Recently, the Southwest Florida Water Management District notified county officials of a violation of a water consumption permit in Sugarmill Woods, threatening to fine the county if no action was taken. This prompted county staff to propose a once-a-week water restriction countywide for commissioners to consider.

In response to SWFWMD's water enforcement, local residents have sent letters to the Chronicle, stating that

SWFWMD should not enforce water restrictions when the district itself approved a permit for a commercial spring-water well to open in Crystal River and take hundreds of thousands of gallons of water out of the ground each day.

A Chronicle reporter reviewed SWFWMD's permit conditions of the local well and how much water is being drawn on a daily basis. Here's what was found:

After some public outcry, SWFWMD in July 2012 granted Heatherwood Investments LLC, of Crystal River, and Mistletoe LLC, of Ocala, a small general water use permit.

This allowed the extraction of groundwater from the .47-acre site located at 142 NE 11th St. in Crystal River and the transportation of water to a bottling site in Ocala, according to SWFWMD records and prior reports.

A modified permit was later approved in December 2014.

Then-members of Crystal River's City Council had approved construction at the well site and also authorized road improvements nearby to help reduce road damages caused by heavy trucks transporting water from the site.

Permit conditions allow up to an annual average of 76,700 gallons per day to be drawn, and an average 153,400 gallons per day during the highest water use month, records show.

However, SWFWMD meter readings from July 2015 to June 2016 show the highest recorded extraction amount was roughly an average 3,250 gallons per day in June 2016. Water drawing amounts have steadily declined in subsequent months, records show.

Contact Chronicle reporter Buster Thompson at 352-564-2916 or [bthompson@chronicleonline.com](mailto:bthompson@chronicleonline.com).



## **Armstrong: Springs need our help**

Brian J. Armstrong, My View

Published 2:00 p.m. ET Aug. 3, 2017

The Southwest Florida Water Management District's governing board recently approved minimum flows for both the Rainbow River and the Crystal River/Kings Bay systems. A minimum flow is the limit at which withdrawals will cause significant harm.

Some have suggested the water management district arbitrarily sets these limits and offers a "blank check" to pump unlimited amounts of water out of the aquifer. In fact, MFLs are an important tool that provide additional protection for water resources by placing caps on withdrawals. MFLs do not authorize withdrawals. Anyone wanting to withdraw water must still go through the water use permitting process. The MFL is an added protection to that process.

Our district scientists have been studying waterways for more than 30 years. We follow where the science leads without any presumption of what the outcome will be. The science and consistent approach used by district experts to set MFLs have been supported by nearly 20 independent peer review panels composed of other scientific experts.

Each of the major spring systems is unique and each one is experiencing impacts from various causes. Scientific data shows the impacts to water quality are unrelated to groundwater withdrawals. Water quality impacts are attributed to several factors including septic tanks, storm water and urban/residential fertilizer.

We are addressing the problems with all the major springs systems. We have worked with a diverse group of stakeholders including local governments, state agencies, environmental organizations, public suppliers, agriculturalists and others to develop individualized plans for each spring. The plans identify the issues, causes, quantifiable objectives, helpful management actions, ongoing projects and proposed projects to help protect and restore these important water resources.

It's understandable that people are concerned about these incredibly wonderful natural systems. They need our help. But they won't get better unless we focus and attack the real causes of the problems.

I encourage anyone who is interested in protecting our water resources to get informed, get involved and get engaged in protecting our springs. You can find more information about the individual spring plans and other springs data on our website at [WaterMatters.org/springs](http://WaterMatters.org/springs).

*Brian Armstrong has more than 15 years of experience in water resource management, serving in various leadership roles with the Southwest Florida Water Management District and the Florida Department of Environmental Protection. He is a licensed professional geologist.*

By Buster Thompson

Saturday, July 29, 2017 at 8:35 pm

## Ocala Star Banner

### Construction to begin next year on Ocala wetland park

By Fred Hiers

Posted Aug 7, 2017 at 7:11 AM / Updated Aug 7, 2017 at 3:05 PM

The 55-acre, multimillion-dollar project will be near Pine Oaks golf course

Construction should begin in early 2018 on the city of Ocala's 55-acre, multimillion-dollar wetland groundwater recharge park.

The plan for the \$10 million project by Pine Oaks Golf Course is meant to allow the city's water and sewer department to pump treated water from its wastewater treatment plants to the recharge area, treating it one more time before it joins the groundwater.

Construction was slated for late this year but now is marked for early next year. Rachel Slocumb, Ocala's conservation coordinator, said a couple of issues have caused the schedule to be pushed back a few months.

Originally, the plan was to direct some of the treated water from the city's two wastewater plants to the wetlands park. But that has been changed to also include stormwater runoff, which required some design changes and additional time, Slocumb said.

The city also is working out plans to filter out invasive plants and their seeds from the stormwater so as not to introduce them to the park or other areas of the city.

"The wetlands park is really an innovative concept and we're one of the first in the state and we've come across some design firsts which took some time," Slocumb said.

The number of lined, water holding cells was also increased from the original one to now three, she said.

Once the water leaves the holding cells and flows into the wetlands areas, the water will filter back into the upper Floridan aquifer.

Ocala is currently allowed by state water regulators to withdraw an average of 14.5 million gallons per day for its water customers. During the spring drought, the city's water use rate climbed to 24 mgd for short periods during the day.

As the city's population grows, Ocala will be allowed an average of 17.5 mgd by 2027. That is when the city's 20-year water use permit will have to be renewed.

The wetlands recharge park will not only serve to send some of the city's water through one more natural cleansing process before it goes back into the aquifer, but also will help to offset some of the water the city pulls from the aquifer, Slocumb said.

The project incorporates both treated wastewater and stormwater, Slocumb said. The treated water will also join the Silver Springs' recharge area.

The design of the project will cost \$900,000. The design is about 60 percent complete.

The St. Johns River Water Management District gave the city a \$2 million grant for the project. The city must match it. Ocala also is applying for additional grants to make up the remaining \$6 million cost.

Slocumb said she feels confident she can find additional grant money before construction begins early next year. The park will take about one year to construct.

The park will include a 6,000-square-foot, staffed, educational facility with meeting rooms, a kitchen and storage space for machinery needed to maintain the wetlands park. Slocumb said the educational facility is an important aspect of the park because it will help teach people about water conservation, the environment and how their water is treated before it reenters the ground.

Slocumb said still unknown is how much the facility will cost to maintain but she suspects that it will not be any more than other city projects about the same size.

For now, the wetlands recharge area remains a popular 24-hole disc golf course, but it later will be removed. Designers CH2M Hill said they could not work in the disc golf course into the wetlands project.

The utilities department bought 60 acres of Pine Oaks Golf Course land from the city's recreation and park's department three years ago, for \$2.7 million. The wetlands park project was announced a year ago.

Ocala Councilman Jim Hilty strongly supports the project.

"What we're after is not only a wetlands recharge area, but it's also an ecotourism destination," Hilty said.

"It will add to the variety of things to make Ocala a destination and it's good for the environment," he said. "It's a great thing and we're adding a park to another area of Ocala. We're expanding our borders for residents and visitors."

*Reach Fred Hiers at [fred.hiers@starbanner.com](mailto:fred.hiers@starbanner.com) and 352-397-5914.*

## Florida's aquifer models full of holes, allowing more water permits and pollution

Craig Pittman, Times Staff Writer  
Sunday, January 27, 2013 3:30am

During a dry day in April 2010, scientists trying to trace the source of pollution in Silver Springs dropped 30 pounds of fluorescent dye into several wells and sinkholes a few miles away.  
[Related News/Archive](#)

What happened next did more than show the pollution woes facing the state's springs are more serious than anticipated.

It also highlighted a flaw in how water pumping permits are routinely issued throughout much of Florida, suggesting the state has issued thousands of permits while underestimating their impact. It may also explain why some of the state's springs have lost some or all of their flow.

State officials base all their permitting decisions on computer models that use a false assumption. The models assume that the aquifer flows at a steady rate through layers of sand and gravel.

Actually, what's beneath our feet is called karst — a landscape made of limestone that's full of holes both big and small, where water sometimes shoots through as if sprayed by a firehose.

The dye test gave a vivid illustration of the difference. The scientists running the test picked their drop sites with help from one of the state's models. The model predicted how fast a liquid would trickle along underground toward the spring. Different zones would give the dye a 2-year trip, a 10-year trip and even a 100-year trip.

But when they dropped the dye in, the stuff rocketed through the aquifer. It zoomed across half the predicted 100-year distance in just six months.

"It was going a mile a month," said Pete Butt, the scientist who oversaw the test. The dye would have traveled even faster had the test been conducted during the rainy season, he noted.

Current and former state officials acknowledge that there's a false assumption behind all their modeling. They accept it as something they have to live with and work around.

But critics argue the computer models are as full of holes as the karst itself. They are so far off-base "they shouldn't be used to make decisions," said David Still, former executive director of the Suwannee River Water Management District.

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Much of Florida's water for drinking and sprinkling comes from its aquifer. Because it lies deep in the earth, the state's water districts rely on modeling in making decisions about how much can be pumped out without harming nearby springs, lakes and wetlands, not to mention other water users.

"It's the primary tool that's used for looking at what the impacts of groundwater withdrawals will be," said Ken Weber, who until last year oversaw permitting for the Southwest Florida Water Management District, commonly known as Swiftmud. The agency approved more than 1,000 permits for its 16-county area last year and rejected only two.

The computer models — a series of mathematical equations based on data from wells and other sources — have also been crucial to the state's effort to track nitrate pollution from fertilizer, sewage and animal waste that have fouled the springs and fueled the growth of toxic algae blooms.

Florida's water districts have been relying on computer models since the late 1970s, Weber said, and the models have gotten better over the years. But they all suffer from the flaw exposed by the Silver Springs dye test. They all assume the aquifer is filtered through layers of sand and gravel.

"It assumes the aquifer is a sandbox," said Todd Kincaid, a geohydrologist critical of the state's computer models. "The water flows through the porous spaces between the grains."

But what lies underground around the state's approximately 1,000 springs is karst. The holes in karst function as speedways for flowing water as well as pollution.

"Things travel a lot faster than was previously thought," Weber said. That means that when pollution spills into the ground, "that stuff can get into the water supply much faster."

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Darrin Herbst, now in charge of Swiftmud's permit program, contended that his staff can tweak the models to fit what they see pumping doing to the aquifer, so there should be no problem.

However, he acknowledges their model tweaking did not foresee what happened three years ago in Plant City: Farmers trying to protect their crops during a freeze pumped so much water that the aquifer dropped 60 feet in just days. As a result, 140 sinkholes opened up throughout the region. "The magnitude caught us off-guard," he said.

The models still do all right when they are focused on projecting the aquifer's flows on a regional scale — say, covering from Central Florida to the coast — because "you can be off by quite a bit but it doesn't matter," Weber said. But looking at a smaller area for individual permits is "a lot trickier."

A lack of information about what's underground is the big problem, studies show.

"Very little has been done as far as travel time and flow path mapping at springs in Florida," a 2008 geological study of the springs along the Santa Fe River noted in criticizing the inaccurate models. Dye tests in that area showed "travel times in this system were ... up to one mile per day," far faster than what the models predicted.

Harold "Hal" Wilkening, who heads up the division of water resources at the St. Johns River Water Management District, conceded that the sand-and-gravel model "is not going to be as precise or reliable for a karst landscape."

But creating a more accurate one is nearly impossible given all the fissures and cracks, he said.

"There really isn't any way around it unless you have a lot of money to spend to find all those conduits underground," agreed Weber.

Not true, said Kincaid. He developed a karst-based computer model — at the behest of Coca-Cola.

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Coca-Cola was operating a bottled water plant near High Springs and became concerned pollution from nearby farms might contaminate its source of water.

According to Kincaid and Coca-Cola vice president Jonathan Radtke, the company hired Kincaid to put together a more accurate model. It took four years and \$400,000.

When it was done in 2007, Kincaid said, they presented it to officials from the state Department of Environmental Protection, three water management districts and the U.S. Geological Survey.

"Coca-Cola said (to the state officials), 'We'll give it to you for free, give you the software to run it, send your guys to the courses and show them how to run it.' They said no," Kincaid recalled. "Because it was built by a corporation, they couldn't touch it."

Still, who was the head of the Suwannee River water district at the time, said his staff never told him about the alternate model. If they had, he said, "I would've taken it."

Coca-Cola gave up on the idea and no longer owns the bottling plant, Kincaid said. But state officials continue to resist changing their model even though they know it's wrong, he said. "They don't want to have any impediment to permit issuance," he said. The current computer models let them continue cranking out water-use permits, so "why would they want to mess with that?"

But as the springs sputter and dry up, Kincaid said, it exposes what's wrong as surely as that dye test: "Either we saw all this stuff coming and we're happy with it, or the models are wrong."

*Craig Pittman can be reached at [craig@tampabay.com](mailto:craig@tampabay.com).*

## Citrus County Chronicle online

### **BOCC: Water restrictions all wet** **Board considers increased rates for high users**

*Special to the Chronicle*

Commissioner Jeff Kinnard — “It doesn’t seem like we have a resource issue. We have a bureaucrat issue.”

By Mike Wright

Tuesday, August 8, 2017 at 9:33 pm

INVERNESS — The threat of fines from a regulatory agency did not deter Citrus County commissioners, who refused to approve once-a-week watering restrictions because, they said, it punishes many over the actions of the few.

Instead, commissioners said Tuesday they should consider increasing the rates for residents who use tens of thousands of gallons of water each month irrigating their lawns.

And, they said, the state should rein in the Southwest Florida Water Management District from issuing well permits because it is that same agency threatening the county with fines for violating its permits in Sugarmill Woods.

The water district says the county is exceeding water use permits in Sugarmill Woods.

Citrus County Utilities Director Ken Cheek said district-imposed once-a-week watering restrictions — which tentatively end Oct. 1 — have reduced water use throughout the county and he believes a year-round, once-a-week ordinance would have the same effect.

Doing nothing, he warned, would likely lead to a district fine.

“They’ve taken that path before,” Cheek said.

The district in 2011 fined the county \$239,000 for violating the same permit. Rather than collect on the fine, the district allowed the county to use the money to hire a staff of workers to fine water violators and provide education.

County commissioners on Tuesday said they hope they can work out a similar arrangement with the district, but said once-a-week watering is not the answer.

Commissioner Jeff Kinnard said the water district itself says withdrawals do not hinder groundwater availability as much as rainfall. He said the county is being held to a standard set by government employees with no rationale.

“It doesn’t seem like we have a resource issue,” he said. “We have a bureaucrat issue.”

Commissioner Ron Kitchen Jr. said he constantly hears from residents who complain of water restrictions at the same time the water management district is issuing withdrawal permits.

“I find the logic disconnected,” Kitchen said.

Cheek said the county has seen several residents have new wells dug to avoid metered water use that is not only billed by the county but also counts against the county’s water permit.

The county's rate structure penalizes the highest water users. On Oct. 1, when the last of a three-phase uniform water rate change goes into effect, those who use 30,000 gallons or more a month will be charged \$5.20 per 1,000 gallons; at 50,000 gallons or more, the charge is \$7.45 per 1,000 gallons.

Some of the biggest users are in Black Diamond where, Cheek said, he rarely hears complaints about high water bills.

Commissioner Brian Coleman said he thinks most people conserve water and use it only as necessary. He said restricting use to once a week may actually increase water use as residents have no incentive to keep use low on their watering day.

Kitchen said residents want to do their best but are discouraged to see the water district approve permits such as the one in Crystal River for an out-of-county water-bottling company.

"They find it patently unfair when they find one rule that exists for them and one rule that exists for someone else," Kitchen said.

Commissioners said they would consider increasing the rates for high-end users to both discourage excessive water use and also have revenue to pay fines or fund water-saving programs.

In the meantime, county residents must abide by the water district's once-a-week watering rules, officials said.

*Contact Chronicle reporter Mike Wright at 352-563-3228 or [mwright@chronicleonline.com](mailto:mwright@chronicleonline.com).*



## **SWFWMD Water News**

# **Governor Appoints Jim Murphy to the Southwest Florida Water Management District's Governing Board**

August 1, 2017

Governor Rick Scott appointed Jim Murphy to the Southwest Florida Water Management District's Governing Board. Murphy represents Polk County.

Murphy, 57, of Lakeland, is the division president of Florida Sealing Products, Inc. He attended The Ohio State University. Murphy is appointed for a term beginning July 28, 2017, and ending March 1, 2021.

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



## **Item 12**

### **Legislative Report**

## **Summary: 31<sup>st</sup> Annual Environmental Permitting Summer School**

This year's well-attended summer school provided an excellent opportunity to informally discuss current policy considerations with key water management district and Department of Environmental Protection agency leaders (including newly appointed DEP Secretary Noah Valenstein), governing board members, and key staff. The central theme of this year's environmental summer school was collaborative "projects."

### **July 18th:**

**Florida's Environmental Policy in 2017 – Where Are We Headed?** Summary of legislative accomplishments occurring during the past year including relief for Lake Okeechobee and the Herbert Hoover Dike Remediation; Public Notice of Pollution/Contaminated Site Clean-Up; Renewable Energy/Implementation of Amendment 4; Resource Recovery & Management. Unfinished business for 2018: reclaimed water; fracking ban; stormwater; Florida Forever; aquifer replenishment; special districts accountability.

### **July 19<sup>th</sup>:**

**Linking Growth and Water Supply Availability** Discussion focused on "projects," including the Polk County Water Cooperative, Central Florida Water Initiative, North Florida Water Initiative, and other regional collaborations.

**Florida's Environment, Water Policy, the 2017 Legislature and Beyond** Review of the current political climate and what to expect during the upcoming early Legislative Session leading up to the 2018 November elections.

**Florida Department of Environmental Protection Regulatory and Policy Update** Review of DEP's regulatory accomplishments during 2017, regarding: springs restoration, Basin Management Action Plans (BMAPs), Total Maximum Daily Loads (TMDLs), watershed management, and aquifer protection.

### **July 20<sup>th</sup>:**

**Emerging Water Supply Issues (Parts 1 & 2)** Discussions on various projects throughout the state including: aquifer storage and recovery, direct and non-direct potable recharge, various FARMS projects in the Southern Water Use Caution Area including proposed projects in Polk County.

**Emerging Water Supply Sustainability** Continuation of discussions on various projects around the state.

### **July 21<sup>st</sup>:**

**Using Public Private Partnerships to Solve Water Challenges** Differences between public-public partnerships and public-private partnerships were discussed and example were provided. Examples included the C-51 and Peace River/Manasota Regional Water Authority reservoirs.

**Water Management District Planning, Regulatory and Policy Update** Updates were provided on regional water supply planning, cooperative funding, establishing Minimum Flows and Levels (MFLs), and spring restoration.