



**WITHLACOOCHEE
REGIONAL
WATER
SUPPLY
AUTHORITY**

Board Meeting Package

November 15, 2017
3:30 p.m.

Meeting Location:

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

Withlacoochee Regional Water Supply Authority

Board of Directors

Effective February 2017

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

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

Meeting Dates

The schedule of meetings for the 2017-2018 fiscal year are as follows:

November 15, 2017
January 17, 2018
March 21, 2018
May 16, 2018
July 18, 2018
September 19, 2018

**MEMORANDUM**

To: Water Supply Authority Board of Directors and Interested Parties

From: Richard S. Owen, Executive Director

Date: November 6, 2017

Subject: Monthly Meeting of the Withlacoochee Regional Water Supply Authority

The next meeting of the Withlacoochee Regional Water Supply Authority will be on **Wednesday, November 15, 2017, 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

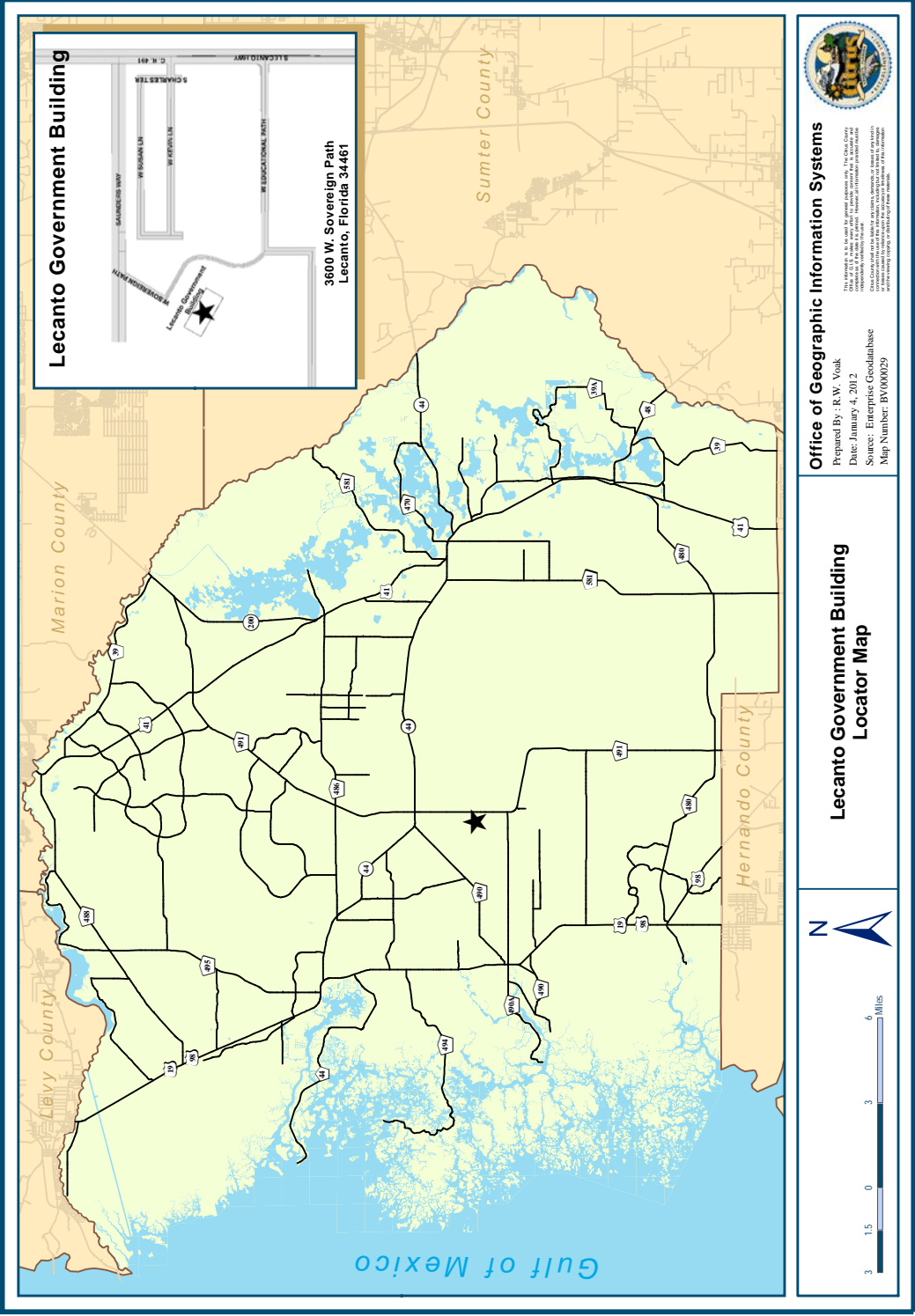
Enclosed for your review are the following items:

- Agenda
- Minutes of the September 20, 2017 meeting
- Board Package*

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

Enclosures

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



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

From Brooksville:

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

From Ocala

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

From Bushnell

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

From Wildwood

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

LGB



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

A G E N D A

**November 15, 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.

PAGE

1. **Call to Order** . . . Nick Nicholson, Chair
2. **Roll Call** . . . Richard Owen, WRWSA Executive Director
3. **Introductions and Announcements** . . . Richard Owen, WRWSA
4. **Approval of Minutes** . . . Nick Nicholson, Chair 9
5. **Public Comment**
6. **SJRWMD Update** . . . Ann Shortelle, Ph.D., SJRWMD 15
7. **Withlacoochee River Investigations** . . . Mark Fulkerson, SWFWMD 17
8. **Citrus County Water Use Permit Consolidation** . . . Richard Owen, WRWSA 19
9. **Charles A. Black Wellfield – Fiscal Year 2016-17 Sales & Revenues** . . . Richard Owen, WRWSA 21
10. **Regional Water Supply Plan Update** . . . Richard Owen, WRWSA 23
11. **Executive Director’s Report** . . . Richard Owen, WRWSA
 - a. **Bills to be Paid** [October bill summary included in packet; November bills provided at the meeting] 53
 - b. **Correspondence** 55
 - c. **News Articles** 67
 - d. **Alliance for Water Efficiency Annual Membership** 73
 - e. **Other**
12. **Legislative Report** . . . Diane Salz, WRWSA Governmental Affairs 75
 - a. **2018 Legislative Topics**
 - b. **Florida Water Forum Report**
13. **Attorney’s Report** . . . Larry Haag, WRWSA Attorney
14. **Other Business**
15. **Next Meeting** . . . January 17, 2018; 3:30 p.m.; Lecanto Government Building, Room 166
16. **Adjournment**

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

Item 4

Approval of Minutes

DRAFT

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

Minutes of the Meeting September 20, 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 the chair and vice chair's absence, Treasurer Stephen Printz 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

Stephen Printz, *Treasurer*, Sumter County Commissioner
Ken Brown, Crystal River City Councilor
Al Butler, Sumter County Commissioner
Scott Carnahan, Citrus County Commissioner
Jeff Kinnard, Citrus County Commissioner
Dale Swain, Bushnell City Councilor

ALTERNATE(S) PRESENT

Alys Brockway, Hernando County
Kim Dinkins, Marion County
Richard Radacky, City of Brooksville

BOARD MEMBERS ABSENT

Kathy Bryant, Marion County Commissioner
Steve Champion, Hernando Co. Commissioner
William Kemerer, Brooksville City Councilor
Ron Livsey, Belleview City Commissioner
Nick Nicholson, *Chairman*, Hernando County Commissioner
Michelle Stone, *Vice Chair*, Marion County Commissioner
Carl Zalak, Marion County Commissioner

3. Introductions and Announcements

- *Introductions.* Mr. Owen recognized Authority staff present for this meeting. Audience members introduced themselves for the Board's information.
- *Announcements* – Mr. Owen said he had no announcements. He noted that bills for September are at members' seats.

WRWSA STAFF PRESENT

Richard Owen, Executive Director
Larry Haag, Attorney
Diane Salz, Governmental Affairs
LuAnne Stout, Administrative Asst.

OTHERS PRESENT

Debra Burden, Citrus County Water Conservation Manager
Ken Cheek, Citrus County Water Resources Director
Melissa Gulvin, SWFWMD Gov't. Affairs Program Manager
Richard Kirby, Hernando County Utilities
Roy Mazur, Water Resource Associates
Ervin Myers, Reiss Engineering
Jamie Padgett, Arnett Environmental, LLC
Joe Quinn, SWFWMD Water Supply Project Manager
Ken Weber, Weber & Associates

4. Approval of Minutes

A copy of the July 19, 2017 minutes was provided in the Board's meeting materials. Following consideration, **Mr. Brown moved to approve the minutes for the July 19, 2017 meeting as presented. The motion was seconded by Mr. Kinnard and carried unanimously.**

5. Public Comment – No speaker cards were submitted.

6. Special Districts Public Facilities Report

Mr. Roy Mazur, Senior Project Manager with Water Resource Associates (WRA), presented this item to the Board. At the July 2017 meeting, the Board authorized issuance of Work Order 2017-02 to 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.

Following Mr. Mazur's presentation of the Report, staff recommended Board acceptance of the Authority's Special District Public Facilities Report as presented and prepared by WRA. A copy was included as an exhibit to this item in the Board's meeting materials.

Following consideration, **Mr. Butler moved, seconded by Mr. Brown, for Board acceptance of the Authority's Special District Public Facilities Report as presented and contained in the exhibit. The motion carried unanimously.**

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

Mr. Owen said this item is to provide the Board with a brief update. Mr. Ken Cheek, Citrus County Water Resources Director, presented the update on the remediation of well number 4 at the Charles A. Black wellfield. He noted that the County followed the same process as when Well #7 was remediated. It was noted that funds for the remediation were available in the Authority's Renewal and Replacement fund.

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

8. Citrus County Water Use Permit Consolidation

Mr. Owen said 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.

Mr. Ken Cheek, Citrus County Water Resources Director, said that 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.

The Board was provided an update. Discussion ensued regarding consideration of permit consolidation to address compliance issues, reclaimed water, water restrictions, future per capita, cost of water and rate structure, code enforcement coordination and fines, water use reduction, and landscaping education.

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

9. As-Needed Technical and Engineering Services

Mr. Owen, WRWSA Executive Director, presented 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 Statement of Qualifications (SOQs) were timely received and all met the RFQ requirements. The six firms are listed below in alphabetical order.

Firms (listed alphabetically)	Location
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 in the Board's meeting materials 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.

Following consideration, **Mr. Butler moved, seconded by Mr. Carnahan, for the 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. The motion carried unanimously.**

b. Authorization to Issue Work Orders

Staff recommended 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, groundwater modeling and related matters. The Work Order amount is \$15,000.

A copy of the proposed Work Orders were included in the Board's meeting materials as exhibits for this item.

Following consideration, **Mr. Brown moved, seconded by Mr. Kinnard, for the Board to authorize the Executive Director to issue (1) Work Order 2018-01 to Water Resource Associates in an amount not to exceed \$20,000 for the period through September 30, 2018; and (2) Work Order 2018-02 to Weber and Associates in an amount not to exceed \$15,000 for the period through September 30, 2018. The motion carried unanimously.**

10. SWFWMD Fiscal Year 2018-19 Cooperative Funding Requests

Mr. Owen said 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.

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 was included in the Board's meeting materials as an exhibit.

Following a presentation by Mr. Owen, **Mr. Butler moved for 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.**

The motion was seconded by Mr. Kinnard and carried unanimously.

11. Executive Director's Report

- a. **Bills to be Paid** – Mr. Owen presented the August 2017 bills and requested Board concurrence. **Mr. Carnahan moved to ratify payment of the August 2017 bills in the total amount of \$17,589.27. The motion was seconded by Mr. Brown and carried unanimously.**

Mr. Owen presented the September 2017 bills and requested Board approval. Following consideration, **Mr. Carnahan moved for payment of the September 2017 bills in the amount of \$28,171.13, as presented. The motion was seconded by Mr. Butler and carried unanimously.**

- b. **Fiscal Year 2017-2018 Meeting Dates** – Mr. Owen noted 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 as follows:

Location of Meetings:	Lecanto Government Building, Room 166 3600 W. Sovereign Path, Lecanto, FL 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

Following consideration, **Mr. Carnahan moved, seconded by Mr. Kinnard, for Board approval of the fiscal year 2017-2018 meeting dates as shown above. The motion carried unanimously.**

c. Public Officials Liability Insurance Policy – Mr. Butler moved, seconded by Mr. Kinnard, for Board approval to renew the policy in the amount of \$2,408.89 with VanAllen-Acentria Insurance. The motion carried unanimously.

d. Third Quarter Financial Report – Following a brief overview, Mr. Kinnard moved, seconded by Mr. Carnahan, to accept the report as presented. The motion carried unanimously.

e. Correspondence – Items were included in the Board’s meeting materials.

f. News Articles – News articles of interest were included in the Board’s meeting materials.

- **Other –** Mr. Owen said the Water Supply Contract with Citrus County took effect one year ago included an annual cost-of-living rate adjustment. **The Board concurred with recommendation to not apply a cost-of-living rate adjustment for the Charles A. Black water supply contract this October but consider it in October 2018.**

12. Legislative Report – Ms. Diane Salz, WRWSA Governmental Affairs, provided an update on Environmental Permitting Summer School topics and a summary was included in the Board’s meeting materials. She noted that she will be attending the Florida Water Forum this week (Thursday/Friday) which includes discussion of emerging issues for the upcoming Legislative Session. Ms. Salz said the first draft of the Authority’s legislative matrix will be presented at the Board’s next meeting.

13. Attorney’s Report – Mr. Haag, WRWSA Attorney, said he had no report to provide.

14. Other Business – Board members provided comments regarding SWFWMD permit issuance and watering restrictions.

15. Next Meeting Time and Location – November 15, 2017 at 3:30 p.m. at the Lecanto Government Building, Room 166.

16. Adjournment – Treasurer Printz adjourned the meeting at 4:27 p.m.

Nick Nicholson, Chairman

Richard S. Owen, Executive Director

SJRWMD Update

Ann Shortelle, Ph.D., Executive Director of the St Johns River Water Management District, will provide the Board with an update of significant activities, with an emphasis on projects and activities within Marion County or otherwise with implications for the WRWSA region.

Staff Recommendation:

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

Withlacoochee River Investigations

Dr. Mark Fulkerson, Senior Professional Engineer, with the Southwest Florida Water Management District (SWFWMD) will provide a status report on this initiative. He last provided an update to the Board in September 2014.

The SWFWMD is studying the Withlacoochee River (see map below) and its surrounding watershed from the Green Swamp to the Gulf of Mexico. The Withlacoochee River watershed includes the area of land that water flows across as it moves to the Withlacoochee River. This watershed contains a variety of natural environments and man-made alterations which affect the behavior of the river. In addition, the river system has experienced extreme high and low conditions in recent decades due to fluctuations in rainfall. This initiative is designed to better understand the dynamics of the river and watershed, identify how alterations have affected the system, and evaluate alternatives to better manage the water resources.

As part of this initiative, District staff has performed hydrology and hydraulics studies, field investigations and engineering analyses to evaluate how the river system functions. This includes the development of a comprehensive computer model of the entire Withlacoochee River, which has been calibrated using in-depth field surveys and published gauge data. The District has run different model scenarios and analyzed how the scenarios will affect each other and the overall dynamics of the river and watershed. The model results help staff evaluate alternatives to better manage the water resources and allow residents, stakeholders, and citizen groups to become better informed about the entire river and watershed. Because so much of the WRWSA region is encompassed by the Withlacoochee River watershed, this initiative is important to the Authority and its member governments.

Staff Recommendation:

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



Citrus County Water Use Permit Consolidation

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

As discussed at the September 2017 Board meeting, Citrus County has begun the process to consolidate its various water use permits (WUPs). The County has requested the WRWSA agree to include the Charles A. Black (CAB) WUP in the consolidation of its water use permits. Currently, the CAB wellfield has an individual WUP issued by the Southwest Florida Water Management District. The permit is issued to Citrus County and the WRWSA as co-permittees.

WRWSA staff expressed to the County that including the CAB WUP and associated facilities in this consolidation with other county WUPs creates the potential for additional risk and exposure for the CAB facilities and the Authority. 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 or indemnification agreement between the County and the Authority. Authority staff provided the County with a draft of this agreement.

Subsequently, the County has expressed an interest in another option it has identified, which would make the CAB WUP analogous to how the permits for Tampa Bay Water (TBW), another regional water supply authority serving six member governments in the Tampa Bay region, are structured. TBW WUPs only address pumpage and related impact constraints and reporting. The customer service area and associated water use efficiency requirements are addressed through WUPs issued to each respective member government receiving water from TBW. In this way, Citrus County could combine the CAB service area with its other service areas under a consolidated WUP, but the CAB withdrawal and treatment facilities would remain under an individual WUP. Authority and County staff are working collaboratively to further explore this option.

Staff will provide the Board with an update and possible recommendation at the Board meeting. This may include authorization to execute an application to modify the CAB WUP.

Staff Recommendation:

To be presented at the meeting.

Item 9

Charles A. Black Wellfield – Fiscal Year 2016-17 Sales & Revenues

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

The end of Fiscal Year 2016-17 represented the first full year operating under the revised Water Supply Contract with Citrus County. One of the major changes under the new contract was to go to a per-thousand-gallon basis for the sale of water to the County. The purpose of this agenda item is to report to the Board the status of water sales to Citrus County and revenues for the fiscal year. The following table summarizes sales and revenues for FY 2016-17.

Month	Pumpage Reported by Citrus Co.	Water Rate	Payment	Notes
10/16			\$18,632.25	Based on previous contract*
11/16			\$18,632.25	Based on previous contract*
12/16			\$18,632.25	Based on previous contract*
			\$5,733.26	Adjustment for Oct - Dec*
1/17	132,421,000	0.1335	\$17,678.20	
2/17	136,198,000	0.1335	\$18,182.43	
3/17	156,228,000	0.1335	\$20,856.44	
4/17	173,481,000	0.1335	\$23,159.71	
5/17	173,888,000	0.1335	\$23,214.05	
6/17	120,941,000	0.1335	\$16,145.62	
7/17	115,411,000	0.1335	\$15,407.37	
8/17	117,047,000	0.1335	\$15,625.77	
9/17	120,350,000	0.1335	\$16,066.73	
Total	1,245,965,000	0.1335	\$227,966.34	

Previous Contract Annual Amount - \$223,587.00

Change from Previous Contract - \$4,379.34

* Oct - Dec 2016 monthly payments were based upon the fixed amount owed under the previous contract. An adjustment was paid to reflect the new contract provisions.

Staff Recommendation:

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

Regional Water Supply Plan Update

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

At the September 2017 meeting, the Board authorized staff to submit a cooperative funding request to the Southwest Florida Water Management District (SWFWMD) for the preparation of an updated Regional Water Supply Plan. The SWFWMD Governing Board, at its September 26, 2017 meeting, approved cooperatively funding this project as an out-of-cycle project from the District's Fiscal Year 2016-17 funds. The Authority staff is working with the SWFWMD staff on a cooperative funding agreement, which is anticipated to be presented to the Board at its January 17, 2018 meeting.

In order for this project to move forward in a timely manner and meet the SWFWMD's need to have the project completed in 2019 so that information from the Authority's report can be used by the District as it updates its Regional Water Supply Plan, staff is recommending the Authority begin the consultant recruitment process at this time. It is also necessary for the Authority to amend its adopted 2017-18 budget to transfer \$150,000, 50% of the total project budget, from the Authority's Water Resource Development Reserves. There are currently more than adequate funds in the Reserves at this time, with a current fund balance of approximately \$1,160,000 and a projected balance of \$856,528 at the end of FY 2017-18.

Included as exhibits to this item are a budget amendment resolution and the proposed Request for Consultant Statement of Qualifications.

Exhibits:

- Resolution 2018-01 Amendment of the Adopted Budget for Fiscal Year 2017-18
- Regional Water Supply Plan RFQ Information Packet

Staff Recommendation:

The staff recommendation is comprised of the following:

- (1) Board amend the Fiscal Year 2017-18 budget to include the project entitled "Regional Water Supply Plan Update," authorize the Chair to sign Resolution 2018-01 Amendment of the Adopted Budget for 2017-18, and authorize staff to transfer \$150,000 from the Water Resource Development Reserves to the new project; and
- (2) Board authorize staff to issue the Request for Consultant Statement of Qualifications for the purpose of providing professional engineering services to perform and complete the project known as the "Regional Water Supply Plan (RWSP) Update."

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

RESOLUTION 2018-01

**AMENDMENT OF THE ADOPTED BUDGET
FOR FISCAL YEAR 2017-18**

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

WHEREAS, the Board desires to amend its adopted 2017-18 budget to include the project known as the "Regional Water Supply Plan Update" (Project); and

WHEREAS, the total cost of the Project is \$300,000, and is to be cooperatively funded with the Southwest Florida Water Management District on a 50/50 cost share basis; and

WHEREAS, the Authority funds for its share of the project, \$150,000, will come from the Authority's Water Resource Development Reserves account.

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

Section 1. The Board of the Withlacoochee Regional Water Supply Authority hereby amends its Fiscal Year 2017-18 adopted budget, to include the project known as the "Regional Water Supply Plan Update" in the amount of \$300,000, to transfer \$150,000 from the Water Resource Development Reserves account to the Project, and to show an amount of \$150,000 in Water Resource Development Project revenues for the Project from the Southwest Florida Water Management District as a cooperating partner on the project, with said amended budget shown on the attached Exhibit, attached hereto and made a part hereof as Exhibit A.

Section 2. This Resolution and a copy of the amended budget as adopted shall be posted on the official website of the Authority within five (5) days after adoption and will remain on the website for at least two (2) years.

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

ADOPTED in regular session this 15th day of November 2017.

BOARD OF DIRECTORS, WITHLACOOCHEE
REGIONAL WATER SUPPLY AUTHORITY

BY Nick Nicholson, Chairman

Attest:

Richard S. Owen, Executive Director

<p align="center">WITHLACOCOCHEE REGIONAL WATER SUPPLY AUTHORITY Proposed Amended Fiscal Year 2017-18 Budget (Amendments shown in Blue) As of November 15, 2017</p>						
	4/1/2016 Population Estimate	Comments	Fiscal Year 2017-18	Fiscal Year 2016-17	\$ Change	% Change
Revenues: Administrative						
Assessments:		Official BEBR Population Estimates				
Citrus	143,054	1,553 person increase	\$27,180	\$26,885	\$295	1.1%
Hernando	179,503	2,684 person increase	\$34,106	\$33,596	\$510	1.5%
Marion	345,749	4,544 person increase	\$65,692	\$64,829	\$863	1.3%
Sumter	118,577	2,920 person increase	\$22,530	\$21,975	\$555	2.5%
Total Population/Assessments @ 19¢/Capita	786,883	See Attachment 1	\$149,508	\$147,285	\$2,223	1.5%
Administrative Revenue from Citrus Contract		Based on Citrus County contract and Board direction	\$64,497	\$60,000	\$4,497	7.5%
Subtotal			\$214,005	\$207,285	\$6,720	3.2%
Carryover Administration Reserve Funds (FYE 16/17 Estimate) (SBA1)		See Attachment 2	\$500,377	\$409,187	\$91,190	22.3%
Total Administrative Revenue Available			\$714,382	\$616,471	\$97,911	15.9%
Revenues: Water Resource Development (WRD) Projects						
Phase 4 Irrigation Audit Program SWFWMD Matching Funds		See Attachment 1	\$52,510	\$100,000	-\$47,490	NA
Phase 4 Irrigation Audit Program Cooperator Matching Funds		See Attachment 1	\$26,255	\$50,000	-\$23,745	NA
Regional Water Supply Plan Update SWFWMD Matching Funds			\$150,000	\$0	\$150,000	NA
Annual Citrus WRD Payments (SBA2)		Based on CAB wellfield contract minimum production charge minus funds allocated to administration	\$159,503	\$163,587	-\$4,084	-2.5%
Subtotal			\$388,268	\$313,587	\$74,681	23.8%
Carryover WRD Reserve Funds (FYE 15/16 Estimate) (SBA2)		See Attachment 2	\$928,280	\$880,795	\$47,485	5.4%
Total Water Resource Development Revenue Available			\$1,316,548	\$1,194,382	\$196,847	16.5%
Total Revenues Available			\$2,030,930	\$1,810,853	\$294,758	16.3%
Expenditures: General Administration						
Executive Director		Based on annual contract	\$80,000	\$80,000	\$0	0.0%
Administrative Assistant		Based on annual contract	\$37,500	\$37,500	\$0	0.0%
Legal Services		Based on annual contract:				
Monthly Meetings @ \$500/meeting		10 meetings per year	\$5,000	\$5,000	\$0	0.0%
Other Services @ \$150/hr.		80 hours	\$12,000	\$12,000	\$0	0.0%
Legislative Consultant		Based on annual contract	\$42,000	\$42,000	\$0	0.0%
Advertising		Based on recent usage	\$1,000	\$1,000	\$0	0.0%
Audit		Based on 3% CPI	\$9,978	\$9,687	\$291	3.0%
Bookkeeping Services		\$500/quarter per Engagement Letter	\$2,000	\$2,000	\$0	0.0%
Liability Insurance		Based on FY 15-16 plus 5% rounded up	\$2,625	\$2,500	\$125	5.0%
Office Supplies		Based on recent usage	\$800	\$800	\$0	0.0%
Postage		Based on recent usage	\$800	\$800	\$0	0.0%
Printing and Reproduction		Based on recent usage	\$2,000	\$2,000	\$0	0.0%
Publications/Software		Based on recent usage	\$200	\$200	\$0	0.0%
Rent (Lecanto Gov't Bldg)		Based on lease agreement	\$2,048	\$2,048	\$0	0.0%
Registrations/Dues		Based on inventory	\$1,900	\$1,900	\$0	0.0%
State Fees/Assessments		Based on recent usage	\$175	\$175	\$0	0.0%
Telephone		Based on recent usage	\$1,100	\$1,100	\$0	0.0%
Travel (Board Members & Staff)		Based on recent usage	\$9,000	\$9,000	\$0	0.0%
Web Page / Computer Maintenance		Increase in web maintenance costs	\$2,300	\$2,000	\$300	15.0%
Contingencies		@ 5% of non-contract admin costs	\$1,579	\$1,074	\$505	47.0%
Subtotal - General Administration Expenditures			\$214,005	\$212,784	\$1,221	0.6%
Fund Balance for Admin. Reserves FYE 17/18		FYE16/17 Admin Funds Bal + FY17/18 Admin Rev's - FY17/18 Admin Exp's	\$500,377	\$403,687	\$96,690	24.0%
Expenditures: Water Resource Development Projects						
General Services Contracts		As Needed Eng. & Tech. Firms	\$75,000	\$75,000	\$0	0.0%
Local Government Grant Program		Based on Board direction	\$130,000	\$130,000	\$0	0.0%
Phase 3 Irrigation Audit Program		Project Complete in FY16/17	\$0	\$3,500	-\$3,500	-100.0%
Phase 4 Enhanced Irrigation Audit Program		50% of the Audits, Promo and Admin; 100% of the Follow-ups	\$105,020	\$200,000	-\$94,980	NA
Regional Water Supply Plan Update SWFWMD			\$300,000	\$0	\$300,000	NA
Subtotal - Water Resource Development Projects			\$610,020	\$408,500	\$201,520	49.3%
Fund Balance for Water Resource Development Reserves FYE 17/18		FYE16/17 WRD Funds Bal + FY17/18 WRD Rev's - FY17/18 WRD Exp's	\$706,528	\$888,767	-\$182,239	-20.5%
Total Administration and WRD Expenses			\$824,025	\$621,284	\$202,741	32.6%
Total Administration and WRD Fund Balances at FYE 17/18		See Attachment 2 for detail	\$1,206,905	\$1,292,454	-\$85,549	-6.6%
Combined Expenditures and Fund Balances			\$2,030,930	\$1,913,738	\$117,192	6.1%

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR CONSULTANT STATEMENT OF QUALIFICATIONS
for
REGIONAL WATER SUPPLY PLAN UPDATE**

The Withlacoochee Regional Water Supply Authority (WRWSA or Authority) is requesting “*Statement of Qualifications*” (SOQ) from consultants (Consultant) interested in providing professional engineering services to complete the project known as the “Regional Water Supply Plan (RWSP) Update.” Work will require multidisciplinary expertise in addition to engineering, including hydrogeology, planning, environmental systems, and water quality.

The Authority’s RWSP was last updated in 2014. This work effort will include updated water demand projections, evaluation of source options and potential water supply project options. The update of the WRWSA RWSP will include: updating population projections; existing and future water demands for public supply and other water use categories; traditional and alternative water supply availability; regional groundwater modeling; estimates of the amount of future demands that could be offset through enhanced water conservation efforts; reclaimed water availability and potential offsets; and recommendations regarding the WRWSA Regional Framework.

This project is cooperatively funded by the Southwest Florida Water Management District (SWFWMD). Firms providing professional services for the project must demonstrate compliance with applicable rules, regulations and policies of the Authority and SWFWMD. SWFWMD may review and approve various submittals and work products including but not limited to the contract and consultant pay requests, and project reports for compliance with funding agreements.

Consultant selection will be in accordance with the Competitive Consultants Negotiation Act. Firms desiring to provide these professional services must submit six (6) paper copies and six (6) electronic copies of their SOQ in accordance with the requirements contained in the information packet to the attention of Richard Owen, Executive Director, at the below listed address no later than 2:00 pm local time, January 26, 2018.

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

An information packet containing details of the project and the SOQ submittal requirements may be obtained by emailing LuAnne Stout at lstout@wrwsa.org or at the above address and phone number.

Dated this 16th day of November 2017

Richard Owen, AICP
Executive Director
Withlacoochee Regional Water Supply Authority

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
Information Package for
REQUEST FOR CONSULTANT STATEMENT OF QUALIFICATIONS
for
REGIONAL WATER SUPPLY PLAN UPDATE

The Withlacoochee Regional Water Supply Authority (Authority) is requesting 'Statement of Qualifications' (SOQ) from consultants (Consultant) for the purpose of providing professional engineering services to perform and complete the project known as the “Regional Water Supply Plan (RWSP) Update.”

AUTHORITY BACKGROUND

The Authority is an independent special district of the state of Florida, created and existing pursuant to Section 373.713 and 163.01, Florida Statutes. The Authority is comprised of Citrus, Hernando, Marion and Sumter counties and municipalities within this four-county region. The Authority is a multi-county special district of the State of Florida charged with planning for and developing cost efficient, high quality water supplies for its member governments. The Authority is charged with developing, storing and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority works with member governments to develop and implement public supply water conservation programs and will, upon the request of one or more member governments, develop traditional and alternative water supplies to meet growing water needs.

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

SCOPE OF SERVICES

A Regional Water Supply Plan (RWSP) is a 20-year assessment of projected water demands and potential sources of water available to meet these demands. The WRWSA and SWFWMD have identified a need to update their RWSPs to incorporate projected public supply water demands through the year 2040, and identify viable water supply development strategies based on available resources, predicted growth patterns, and current regulations facing water suppliers. The WRWSA intends to update and publish its RWSP Update in 2019, which will assist the SWFWMD in developing its 2020 RWSP for its Northern Region. The Authority and SWFWMD are currently in the process of entering into an Inter-Local Agreement to co-fund this project. It is anticipated this cooperative funding agreement will be finalized in early 2018.

The RWSP Update will identify and quantify the public water supply demands and water resources available to meet the demands. The objective is to assist public utilities within the WRWSA region by identifying implementable water supply options and strategies to meet future demands. The timing and feasibility of supply options may vary among the utilities based on

their location, level of need, conservation and reuse potential, economic constraints, or the availability of traditional and alternative water supplies. A comprehensive analysis of options will be completed including permissibility and environmental concerns according to location and potential yield; consideration of utilizing new sources; water quality and treatment requirements; and economic considerations for transmission, pumping, operation and maintenance costs. This analysis should include evaluation of regional, multi-jurisdictional water supply project options that could be undertaken by the WRWSA in cooperation with member governments and local utilities within the region.

The WRWSA will acquire consulting services to undertake the project. This will include coordination of meetings with the WRWSA's Technical Review Committee (TRC) comprised of local governments. The RWSP Update will include estimates of current and future population and water demands for utilities in the WRWSA region based on SWFWMD and St. Johns River Water Management District (SJRWMD) demographic and water use estimates data and other current studies. The update will analyze the potential water use offsets from conservation and reuse strategies for each utility and identify how the strategies can reduce estimated demands. The consultant will review existing publications on water resources and identify utilities with projected demand deficits in the report. The update will identify feasible water supply project options including the appropriate technical, economic, regulatory and environmental characteristics. The update will contain a matrix of viable water supply options, will develop criteria for ranking project options, and will rank projects by priority utilizing these criteria. The highest ranked alternatives will be further defined in terms of project participants, implementation strategy, action items and a proposed schedule. The report will also define governance, cost-sharing and participant structure for those projects that involve multiple entities.

It is anticipated the public supply potential future conservation savings will be developed using the Alliance for Water Efficiency Water (AWE) Conservation Tracking Tool, unless a better approach is identified. The selected consultant will need to be a member of the AWE to use the Tool for this project. The update will include a comprehensive review of water supply project options, and will not simply be an update of the options that were identified in the Authority's past plans.

PROJECT OBJECTIVES:

Project objectives include providing updated information on the following:

- A. Population and water demand estimates and projections for utilities in the WRWSA region based on SWFWMD and SJRWMD demographic and water use data, WRWSA member planning, and other current studies. Projections must be in five-year increments, starting with 2020 going through 2040 as a minimum. Estimates for existing population and water demands should be for the year 2015, unless more recent data is available on a consistent basis. It is anticipated the potential public supply future conservation savings will be developed using the Alliance for Water Efficiency Water (AWE) Conservation Tracking Tool, unless a better approach is identified. Estimates and projections for other water use categories must also be developed for the same time periods. It is anticipated the agricultural demand projections utilized for the update will be based upon the most recent projections developed by the Florida Department of Agriculture and Consumer Services.
- B. Conservation and reuse strategies and projects which prolong the availability of existing water supplies of utilities and other use sectors and which maximize potential water use offsets.

- C. An evaluation of the availability of traditional (the upper Floridan aquifer) and alternative water resources to meet the projected public supply demands and other use sectors and the timeframe for developing these sources after maximizing conservation and reuse.
- D. Identification of water supply project options and associated required infrastructure to meet the future public supply water needs within the WRWSA region.
- E. Proposed terms of governance, funding sources and mechanisms, cost-sharing and participant structure for projects that involve multiple entities.

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

PROJECT DESCRIPTION:

The project area includes the four counties of the WRWSA Region, including the portion of Marion County located in the SJRWMD.

The project updates and consolidates information from multiple prior WRWSA planning efforts including: the 2005 Regional Water Supply Plan Update, the 2009 Water Supply Planning Compendium for the Inclusion of Marion County, the 2010 Water Supply Feasibility Analysis, the 2011 Regional Framework Initiative and the 2014 RWSP Update. This project will include new public supply water conservation savings projections and an evaluation of water supply development project options, and will not rely on simply updating projects contained in previous WRWSA plans.

The consultant will conduct a series of meetings throughout the project duration with the TRC to coordinate and communicate with study team members on project activities. The TRC includes staff from Citrus, Hernando, Marion and Sumter counties, the SWFWMD and the SJRWMD, and local municipalities within the project area. The consultant will also conduct project coordination meetings with WRWSA and SWFWMD project managers. Meetings with individual utilities, particularly those for which it is determined that projected demands cannot be met with existing permitted quantities and for which water supply development options are identified, will be a significant component of the project.

The RWSP Update report will include the following sections:

1. An update of the population and associated public supply water demands in 5-year increments through or beyond 2040 for each public and private water supply utility in the WRWSA region that, as of 2015, had a water use permit with an average annual permitted quantity of 100,000 gallons per day or greater, as well as the domestic self-supplied population within each county. The analysis will also examine the water use associated with private irrigation wells for people who are served by public supply utilities for their potable needs. The analysis will include a comparison of the various BEBR population projections and associated water demands with the population and water demand projections of local utilities. This section will also include demand estimates and projections in 5-year increments through or beyond 2040 for the other water use sectors, including agriculture, industrial/commercial (includes power generation), landscape/recreation, mining/dewatering, power generation, and institutional and other uses.
2. A technical evaluation to identify and quantify viable public supply conservation projects and initiatives, reuse availability and offset potential, and additional public water supply sources as needed to meet the future potable and non-potable water needs of public utility systems

through the year 2040.

3. An evaluation of the ability of surface water and groundwater resources to meet the projected demands based on a review of published groundwater and surface water assessments and current regulatory restrictions including Minimum Flows and Levels (MFLs). The project may include additional regional modeling efforts if warranted by significant changes in existing permitted quantities and withdrawals, demand projections, new regulations, or new hydrologic information. Close coordination with the water management districts to determine the extent and nature of groundwater modeling will be necessary. It is anticipated any groundwater modeling will utilize the most current version of the Northern District Model developed jointly by the SWFWMD and SJRWMD.

4. Project feasibility and planning-level cost estimates of viable water supply project options. Cost estimates will include the Capital Cost based on current McGraw Hill construction cost indexes or a similar reputable source; the annual Operation and Maintenance (O&M) cost; and the Total Cost per 1,000 Gallons based on O&M, debt service of Capital Cost at current available interest rates, and annual average production capacity. Capital costs will also be estimated for associated regional and/or sub-regional water transmission infrastructure.

5. A proposal in terms of ownership, governance, funding sources, cost sharing, and participant structure for regionally developed projects.

6. Conclusions and recommendations containing a matrix with timing and prioritization of potential project options and strategies, with further definitions of the high ranked priorities in terms of project participants, implementation strategy, action items and a proposed schedule.

The Project consultant will prepare and submit technical memorandums of project components and the draft RWSP Update for review and comment by the TRC, SWFWMD and WRWSA staff. Final consultant compensation will be subject to acceptance of the final RWSP Update by the WRWSA Board and the SWFWMD project manager. The Project consultant will make regular presentations to the WRWSA Board on project progress.

DELIVERABLES:

- A. Project Coordination Meeting Agendas, Minutes and Status Reports
- B. Technical Memorandums on Project Components (electronic and 8 hard copies)
- C. Draft Report (electronic and 8 hard copies)
- D. Final Report (electronic and 10 hard copies)
- E. Presentations to WRWSA and SWFWMD Boards

GENERAL PROJECT SCHEDULE

A summary schedule for this project is presented below. Dates may change at the discretion of the Authority.

<u>Task</u>	<u>Expected Date of Completion</u>
(1) Advertise for SOQ	11/16/2017
(2) Submittals Due	01/26/2018
(3) Short List Presentations / Selection of Consultant	03/21/2018 (Board Action)
(4) Contract, Scope of Work & Fee Negotiation	03/30/2018*
(5) Notice to Proceed	03/30/2018*
(6) Complete Final Report	09/30/2019

* Final action dependent upon the WRWSA and SWFWMD Funding Agreement

A more detailed timeline is presented below. Dates may change at the discretion of the Authority.

Timelines	Milestone	Due Date
October 2017 – January 2018	Enter into CFI Agreement	01/17/2018
October 2017 – March 2018	Select consultant	03/21/2018
March 2018	Issue Notice to Proceed	03/30/2018
April 2018	Kick off meeting with consultant, TRC	04/20/2018
April – July 2018	Population and water use estimates and projections developed and finalized	07/20/2018
April – August 2018	Water conservation projections developed and finalized	08/17/2018
April – October 2018	Source evaluations developed and finalized	10/19/2018
October 2018 – February 2019	Project options developed and finalized	02/28/2019
February – April 2019	Recommendations developed and finalized	04/30/2019
April 2018 – May 2019	First draft report prepared and submitted for review	05/28/2019
June 2019	First draft report reviewed by WRWSA, TRC & SWFWMD	06/28/2019
August 2019	Draft report revised	08/16/2019
September 2019	Final Report presented to WRWSA Board	09/18/2019
September 2019	Final Report submitted to SWFWMD	09/30/2019

It is anticipated the consultant will participate in individual meetings with the TRC, SWFWMD and SJRWMD to be held at appropriate points of the project, including the following topics at a minimum: Population and Water Demand Estimates and Projections; Water Resource Development Constraints and Source Evaluations; Water Resource Development Projects; Draft Report; and Final Report. The consultant will also present progress reports to the WRWSA Board on a regular basis, as well as the draft and final reports. The consultant will also have to meet with individual utilities on an as needed basis to coordinate project options, particularly with those utilities for which it is determined existing permitted quantities are insufficient to meet projected demands.

CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with the Competitive Consultants Negotiation Act. A copy of the Authority's draft contract for these services is attached for informational purposes only.

After issuance of an invitation for bids, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective offerors/bidders or their agents, representatives or persons acting at the request of such offerors/bidders are prohibited from contacting members of the Authority's Board of Directors and Executive Director or any

member of a selection or negotiation committee concerning this issue until after the final recommendation is presented to the Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning this solicitation must be submitted in writing and directed to:

LuAnne Stout, Administrative Assistant
Withlacoochee Regional Water Supply Authority
3600 W Sovereign Path, Suite 228
Lecanto, FL 34461
lstout@wrwsa.org
352-527-5795

Failure to adhere to this requirement may make the Consulting firm or team ineligible for selection at the discretion of the Authority.

STATEMENT OF QUALIFICATION REQUIREMENTS

The SOQ's must also include the following:

1. Legal name, address, phone number and email of Consultant;
2. Principal location(s) of Consultant;
3. Legal form of company, i.e., partnership, corporation, joint venture (if joint venture, identify the members and provide all information required under this section);
4. Identification and outline of qualifications and professional experience of Consultant's 'Project Officer' who is to serve as point of contact for the Project;
5. Outline of qualifications and professional experience of other key personnel who will be assigned to conduct project services listed above, and the location of the office to which they will be assigned for this project;
6. Discussion and examples of projects completed by Consultant relating to the project service areas listed above;
7. Goals and Objectives – provide a summary of your understanding of the goals and objectives of the project (limit 1 page);
8. Project Approach – provide a description of the approach to be taken for services to be performed, as well as a statement of the firm's willingness and ability to meet the project time and budget requirements (limit 3 pages);
9. Indicate if Consultant now represents any of the Authority's member governments in any way;
10. Indicate if Consultant is currently involved in any litigation against any of the Authority member governments, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Members;
11. List of at least three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultant's work performance;
12. Required forms:
 - a. WRWSA RFQ Cover Page (Exhibit A)
 - b. Project Team/Key Personnel Form (Exhibit B)
 - c. Signed Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes (Exhibit C)

Firms claiming Minority or Woman-Owned Status must submit a copy of the appropriate certificate as part of their SOQ.

The SOQ is limited to no more than twenty-five (25) pages for all requested information described in this section including the required forms listed in Item 12 above. Front and back covers, transmittal letter (limit 2 pages), and section dividers are excluded from the total of 25 pages. All pages shall be single sided standard 8 ½ x 11 inches in size, margins not less than 1-inch and minimum 12 font size for text.

Consultants desiring to provide these services to the Authority must submit six (6) paper copies and six (6) discs or USB flash drives with an electronic PDF of their SOQ in accordance with the requirements contained in the information package to:

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

SOQ's must be received by **2:00 p.m. on January 26, 2018**. Late submittals will not be opened or considered. Email and fax submittals of SOQs are not acceptable. In addition, proposals not containing all required information or not in the format specified may, at the option of the Authority, be rejected.

PUBLIC ENTITY CRIMES

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

DISCRIMINATION

Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

EXHIBIT A

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR QUALIFICATIONS
REQUIRED COVER PAGE**

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

Direct Inquiries to: LuAnne Stout, Administrative Assistant
Phone: 352-527-5795 **E-mail:** lstout@wrwsa.org

DATE POSTED:	PROPOSALS WILL BE OPENED: January 25, 2018
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TITLE: WRWSA Regional Water Supply Plan Update

SPECIFICATIONS: This effort is to update the WRWSA Regional Water Supply Plan. Portions of the WRWSA Regional Water Supply Plan Update will be incorporated into the Southwest Florida Water Management District's (SWFWMD) Regional Water Supply Plan for its Northern Region. SWFWMD is a cooperator and is co-funding this work effort.

Respondent Name:

Mailing Address:

City-State-Zip:

Telephone Number:

E-mail address:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

We the above signed, as Respondents hereby declare that we have carefully read this Request for Qualifications and its provisions, terms, and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. We certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. We agree to be bound by all of the terms and conditions of this Request for Qualifications and certify that we are authorized to sign this proposal for the Respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT THE PROPER TIME TO THE AUTHORITY. PROPOSALS WHICH FOR ANY REASON ARE NOT SO DELIVERED WILL NOT BE CONSIDERED.

EXHIBIT B
KEY PERSONNEL
For
REGIONAL WATER SUPPLY PLAN UPDATE

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

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

EXHIBIT C

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

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

1. This sworn statement is submitted to the WITHLACOOCHEE REGIONAL WATER SUPPLY
AUTHORITY by _____

(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____,

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

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

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

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

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

(Signature)
STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this day of 2017. Personally known _____
OR produced identification _____
(Type of Identification)

Notary Public
Name (Printed) _____

My commission expires _____
(Printed typed or stamped Commissioned name of Notary Public)

EXHIBIT D

SAMPLE CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES TO COMPLETE REGIONAL WATER SUPPLY PLAN UPDATE

The Agreement is made this _____ day of _____, 2018 between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.713, 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 update its Regional Water Supply Plan, as is further described in Exhibit A, Scope of Services; 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 Regional Water Supply Plan Update 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. “Regional Water Supply Plan Update Project” – the total work required for completion of the Regional Water Supply Plan Update, hereinafter referred to as “Project,” as generally described in the attached Scope of Services, Exhibit A.
- 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 B 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.

- 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” – 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 the Regional Water Supply Plan Update project 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

Upon execution of this Contract by both the Authority and the Consultant, the Consultant shall proceed to undertake the Project consistent with Exhibit A, Scope of Services. In addition to the services set forth in Exhibit A, or any other individual Work Orders issued by the Authority and agreed to by the Consultant, the 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 the Project.
- 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 the Project and any subsequent Work Order.
- D. Consultant shall secure all licenses or permits required by law for the completion of the Project and any 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 Project or Work Order.
- E. Consultant shall, at all times, keep the Authority advised as to the status of the Project 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 this Agreement and any subsequent 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 any 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 Project. The Executive Director shall have complete authority to transmit instructions, receive information, 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 the performance of their duties, and to provide full information regarding requirements of the Project, 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 the Project immediately upon full execution of this Agreement. Consultant shall commence work on any subsequent Work Order immediately and shall satisfactorily complete all work in the Scope of Services within the established project schedule.

SECTION 6. COMPENSATION

Compensation for work performed by the Consultant shall be payable as follows:

- A. Compensation for work on the Project will be based upon time-and-materials as outlined in the Project Budget included as Exhibit “C”. Consultant agrees to complete the project in total for an amount not to exceed \$300,000. Compensation for any additional Work Orders may be based upon time-and-materials, lump-sum or as negotiated between Consultant and the Authority.
- 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 Project activities. 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). All invoices must be approved for payment by the Authority Board at its regularly scheduled meetings. Payments may be subject to a retainage. This paragraph supersedes any conflicts that may occur with Exhibit A or C.
- C. Consultant shall prepare and submit to the Executive Director monthly invoices for the services rendered and expenses incurred. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 10th day of the month for work completed the previous month. Payment shall be made within sixty (60) days after the date on which the monthly invoice is stamped as received by the Authority unless payment is not approved by the Authority Board pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. “Delinquent” shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Consultant’s right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.
- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to section 218.76(2), Florida Statutes, as may be amended.

SECTION 7. AGREEMENT DOCUMENTS

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

Exhibit	Title
A.	Consultant's Statement of Qualifications
B.	Consultant's Fee Schedule
C.	Project Budget
D.	Project Scope of Work and Schedule
E.	Certificate of Insurance
F.	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 the Project. The Authority and Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) except as provided for in the following paragraphs.
- B. Copies of all technical data and working papers regarding the Project and any Work Order shall be made available to the Authority in accordance with Section 3. 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 the Project or 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 the Project or 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 this Agreement. 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 Project, Consultant agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement in accordance with Section 3, Paragraph E, at cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.
- G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to this Agreement without first obtaining the Authority's written consent.

SECTION 9. STANDARD OF PERFORMANCE

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

SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

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

- in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.
- E. Consultant shall obtain and review all information and data which relates to the Project or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the 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 the Project is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA WORK

- A. The Authority shall have the absolute right to terminate or suspend the Project, or amend the 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 the Project, and amendments to the 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 ("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 the 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 the Project 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 Project back on schedule. Such action shall not constitute Extra Work unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees or subcontractors.

- E. In the event of claims by others against the Authority in connection with work being conducted under this Agreement, Consultant shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Work, unless such claims are caused by the failure of Consultant, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under the Agreement.
- F. If Authority requires Consultant to assist with an audit of the Project costs, such assistance shall not be considered Extra Work.

SECTION 12. SUBCONTRACTORS

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

SECTION 13. INDEPENDENT CONTRACTOR

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

SECTION 14. INSURANCE

- A. The Consultant shall purchase and maintain such workers compensation, commercial (occurrence form) or comprehensive general liability, professional liability and other insurance as are appropriate for the services being performed hereunder by Consultant, its employees or agents.
- B. The amounts and types of insurance shall conform to the following minimum requirements:
 - 1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

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

- C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.
- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.

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

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

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

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for twenty-one (21) months, ending on December 31, 2019, and may be extended upon mutual written agreement of both parties.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY

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

deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.

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

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

SECTION 18. SEVERABILITY

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

SECTION 19. PROHIBITION AGAINST CONTINGENCY FEES

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

SECTION 20. TRUTH-IN-NEGOTIATIONS

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.

SECTION 21. SUCCESSORS AND ASSIGNS

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

SECTION 22. FORCE MAJEURE

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

SECTION 23. NO THIRD PARTY BENEFICIARY

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

SECTION 24. DISPUTE RESOLUTION

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

SECTION 25. CONTROLLING LAW

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive court of jurisdiction and venue for any litigation resulting out of the Agreement shall be in the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.
- B. In the event of any litigation at both the trial and appellate levels arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including witness fees, court costs and attorneys' fees.

SECTION 26. NOTICES

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

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

If to the Consultant: _____

Attention: _____

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

SECTION 27. EXTENT OF AGREEMENT

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

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

ATTEST:

**WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY**

BY: _____

(Printed Name)
Chairman

Date

COMPANY NAME

WITNESSES:

Date

BY: _____

Printed Name

Title

APPROVED BY:

Larry Haag
General Counsel for
Withlacoochee Regional Water Supply Authority

Item 11.a.

Executive Director's Report

Bills to be Paid

October 2017 provided in meeting materials.

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

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

Bills For Payment
10/18/2017

<u>Administrative Invoices</u>	<u>Invoice Number(s)</u>	<u>Invoice Date</u>	<u>Amount</u>
Richard S. Owen, AICP, Executive Director	2017-09	10/1/2017	\$7,327.79
Larry Haag, Attorney	33450 33451	10/4/2017	\$765.24
Diane Salz, Governmental Affairs / Professional Fee	#093017	9/30/2017	\$3,500.00
Diane Salz, Governmental Affairs / Travel-Bd Mtg, Wtr Forum		9/30/2017	\$632.78
C. LuAnne Stout, Admin Asst / Admin Services (postage)	9-Sep-2017	10/1/2017	\$3,141.38
Al Butler / Travel - Sept Board Meeting		9/20/2017	\$27.59
Stephen Printz / Travel - Sept Board Meeting		9/20/2017	\$27.59
Dale Swain / Travel - Sept Board Meeting		9/20/2017	\$27.59
Karen Allen / Web Maintenance	#91	10/13/2017	\$87.50
FL Dept of Economic Opportunity / Special District Fee	70480	10/2/2017	\$175.00
FL Dept of State FAR / 2017-18 Regulatory Plan	800765	9/19/2017	\$5.74
FL Dept of State FAR / 2017-18 Board Calendar	800995	10/3/2017	\$38.22
Citrus Co Chronicle / 2017-18 Board Calendar	13016511	9/27/2017	\$54.93
Riverland News / 2017-18 Board Calendar	13016547	9/28/2017	\$54.93
Sumter County Times / 2017-18 Board Calendar	13016708	9/29/2017	\$54.93
Tampa Bay Times / 2017-18 Board Calendar	534146	9/29/2017	\$48.75
Sun Trust Business Card Statement	10.2.2017	10/2/2017	\$250.74
Total Administrative Invoices			\$16,220.70

<u>Water Supply Studies and Facilities</u>	<u>Contract/ Budget</u>	<u>Balance Remaining</u>	<u>Current Invoice(s)</u>
General Services Contract	\$75,000.00	\$40,420.00	
Work Order 17-01. Water Resource Associates	\$25,000.00	\$23,899.35	
Work Order 17-02. Special District Report	\$9,580.00	\$0.00	\$5,009.79 (1)
FY2016-17 Water Conservation Grants Program			
Citrus County	\$36,875.00	\$36,875.00	
Hernando County	\$47,500.00	\$47,500.00	
Marion County	\$35,245.00	\$35,245.00	
Phase 3 Irrigation Program	\$3,500.00	-\$50.00	
Phase 4 Irrigation Program	\$200,000.00	\$161,901.25	\$8,585.06 (2)
Total Project Invoices	\$432,700.00	\$345,790.60	\$13,594.85

Total Bills to be Paid	\$29,815.55
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State Board of Administration	Transfer from SBA2 to SBA1	\$13,594.85
State Board of Administration	Transfer from SBA1 to SunTrust Bank	\$29,815.55

Notes:

(1) WO 17-02

WRA Engineering \$5,009.79 Invoice 17-1000.2

(2) Phase 4 (N822) - Irrigation Audits

Jack Overdorff, ECO Land Design	\$4,935.06	Invoice 289
C. LuAnne Stout, Administrative Services	\$3,650.00	Invoice N822-Sep 2017 (Dec'16-Sep'17)
	\$8,585.06	

Item 11.b.

Executive Director's Report

Correspondence

**MEMORANDUM**

TO: Citrus County Clerk of the Court
Hernando County Clerk of the Court
Marion County Clerk of the Court
Sumter County Clerk of the Court
City of Belleview City Clerk
City of Brooksville City Clerk
City of Bushnell City Clerk
City of Crystal River City Clerk

FROM: C. LuAnne Stout, WRWSA Administrative Assistant

DATE: September 27, 2017

SUBJECT: WRWSA MEETING CALENDAR

The Withlacoochee Regional Water Supply Authority (WRWSA) has adopted its schedule of meetings for the 2017-2018 fiscal year. The dates are listed below.

November 15, 2017

January 17, 2018

March 21, 2018

May 16, 2018

July 18, 2018

September 19, 2018

All regular meetings will be held at the Lecanto Government Building, Room 166, 3600 W. Sovereign Path, Lecanto, Florida. The meetings will begin at 3:30 p.m.

Contact LuAnne Stout, (352) 527-5795, or email lstout@wrwsa.org for further information or go to our website located at www.wrwsa.org for information about the WRWSA, its meetings, members and work program.

**Citrus County Clerk of the Court
Attn: Angela Vick
110 N. Apopka Avenue
Inverness, FL 34450**

**City of Belleview City Clerk
Attn: Peggy DeGennaro
5343 SE Abshier Boulevard
Belleview, FL 34420**

**Hernando County Clerk of the Court
Attn: Don Barbee
20 North Main Street, Room 362
Brooksville, FL 34601**

**City of Brooksville City Clerk
201 Howell Avenue
Brooksville, FL 34601-2041**

**Marion County Clerk of the Court
Attn: David Ellspermann
110 NW 1st Avenue #1
Ocala, FL 34475**

**City of Bushnell City Clerk
Attn: Christina Dixon
117 Joe P Strickland Jr Avenue
Bushnell, FL 33513**

**Sumter County Clerk of the Court
Attn: Gloria Hayward
209 N. Florida Street
Bushnell, FL 33513**

**City of Crystal River City Clerk
Attn: Mia Fink
123 NW Highway 19
Crystal River, FL 34428**



September 29, 2017

City of Wildwood
City Hall
100 N. Main Street
Wildwood, Florida 34785

Dear Local Government Official:

Chapter 189.08, Florida Statutes, requires special districts such as the Withlacoochee Regional Water Supply Authority (WRWSA) 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 public 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.

Based upon the schedule provided by the Department of Economic Opportunity, Special District Online Handbook, the schedule calls for the WRWSA to prepare and file a Public Facilities Report with the City of Webster by January 2018. Enclosed is a copy of the WRWSA's Special District Public Facilities Report.

Should you have any questions regarding the report, please contact me.

Sincerely,

Richard S. Owen, AICP
Executive Director

rso
Enclosure

September 23, 2017

REQUIRED AUDITORS' COMMUNICATION LETTER

Governing Board
c/o Richard S. Owen, AICP, Executive Director
Withlacoochee Regional Water Supply Authority
Lecanto Government Building
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461

Pursuant to our engagement letter, we are pleased to confirm our understanding of the services we are to provide Withlacoochee Regional Water Supply Authority (the Authority) for the year ending September 30, 2017. We will audit the financial statements of the business-type activities, and the major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Authority as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

■ Management's Discussion and Analysis

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to Governing Board of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify

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

Governing Board
Withlacoochee Regional Water Supply Authority
c/o Richard S. Owen, AICP, Executive Director
Lecanto Government Building
Lecanto, Florida

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September 23, 2017

Audit Objective (*Concluded*)

our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance; and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Governing Board
Withlacoochee Regional Water Supply Authority
c/o Richard S. Owen, AICP, Executive Director
Lecanto Government Building
Lecanto, Florida

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September 23, 2017

Audit Procedures—General (Concluded)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulation, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial

Governing Board
Withlacoochee Regional Water Supply Authority
c/o Richard S. Owen, AICP, Executive Director
Lecanto Government Building
Lecanto, Florida

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September 23, 2017

Management Responsibilities (Continued)

statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with generally accepted accounting principles (GAAP); (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Governing Board
Withlacoochee Regional Water Supply Authority
c/o Richard S. Owen, AICP, Executive Director
Lecanto Government Building
Lecanto, Florida

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September 23, 2017

Management Responsibilities (Concluded)

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulator.

We expect to begin our audit in October 2017 and to issue our reports no later than December 31, 2017. I am the engagement partner and am responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$9,700, which is the prior year fee plus a 3% CPI adjustment, rounded. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

PURVIS, GRAY AND COMPANY, LLP


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

MAW/cjp

LAW OFFICES

HAAG, FRIEDRICH & WILLIAMS, P.A.

452 PLEASANT GROVE ROAD
INVERNESS, FLORIDA 34452

JEANNETTE M. HAAG**
JOHNNYE L. FRIEDRICH°
LARRY M. HAAG°
TANYA M. WILLIAMS

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

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

October 31, 2017

Purvis Gray and Company, LLP
Certified Public Accountants
2347 SE 17th Street
Ocala, FL 34474

Re: Withlacoochee Regional Water Supply Authority
Fiscal Year Ended September 30, 2017

Dear Sir or Madam:

I have been asked to advise you of the legal status of the Withlacoochee Regional Water Supply Authority with reference to any current, pending, or potential litigation claims or assessments as to the year ending September 30, 2017 and through the date of this letter.

For the fiscal year of October 1, 2016 through and including September 30, 2017, and through today's date, the Withlacoochee Regional Water Supply Authority was not involved in any litigation nor, to my knowledge, are there any pending or threatened litigation claims or assessments against the Authority. Additionally, from my knowledge of the Withlacoochee Regional Water Supply Authority, there exist no unasserted claims or assessments against same through the date of this correspondence.

This is to confirm that in the course of performing legal services to the Withlacoochee Regional Water Supply Authority, with respect to matters recognized to involve an unasserted possible claim or assessment that may call for a financial statement disclosure, I will so advise the Authority and your office and will additionally consult with all parties as to any questions when it is necessary.

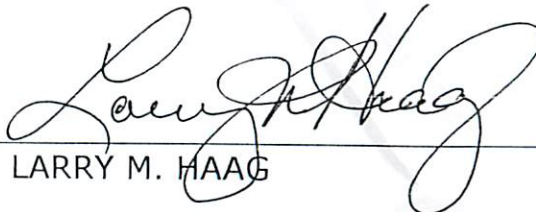
Additionally, this is to acknowledge that if I form any professional conclusion which would, in my opinion, need to be disclosed as to certain possible claims and assessments, that I will do so and advise my client to that effect.

The Authority owed the amount of \$765.24 for professional services and expenses incurred up to and including September 30, 2017.

If you have further questions, please feel free to call.

Cordially,

HAAG, FRIEDRICH & WILLIAMS, P.A.

By: 
LARRY M. HAAG

LMH/ss

cc: Richard S. Owen, Executive Director, WRWSA

Item 11.c.

Executive Director's Report

News Articles

Herald Tribune online

Water, water everywhere to drink

And now, an infrastructure success story ...

The Friday before Hurricane Irma struck Florida, the regional water-supply authority stopped pumping water from its primary source, the Peace River. The move was “a precautionary measure,” according to Pat Lehman, the authority’s executive director, to alleviate public concerns that hurricane-related flood waters entering the river might be temporarily contaminated. Lehman assured that pollution was not a problem but emphasized that the authority wanted to be extraordinarily cautious.

The authority had the latitude to take that step because it didn’t need fresh-flowing river water to continue supplying 21 million gallons of potable water each day to customers in Charlotte, DeSoto and Sarasota counties, and the city of North Port.

Before the storm, which resulted in the Peace River overflowing its banks in some areas, the reservoir created in DeSoto County by the authority was full, with 6 billion gallons of water. Underground storage wells were also full, with 6.3 billion gallons.

These bountiful conditions exist not only because we are in the midst of rainy season but because the reservoir and aquifer-storage wells were created through a four-county collaborative (Manatee is also a member) that has been planning and executing a visionary strategy for nearly four decades. The Peace River/Manasota Regional Water Supply Authority has been able to fill the reservoir and wells due to an innovative, environmentally sound process of skimming and storing specified percentages of the river water during high-flow months. This approach has prevented faucets from going dry during droughts and reduced the environmental stresses of overpumping. And, in the advent and aftermath of Irma, the conditions enabled the authority to take precautionary measures.

When pumping resumes, the authority’s intake system will accommodate 102 million gallons per day, about 1 percent of the river’s total flow. (During dry spells, the authority dramatically reduces or eliminates its pumping and relies on stored supplies. There are also other wells and supplies, so the authority can essentially rotate its sources as warranted.)

The authority was able to maintain its service for other reasons. After Hurricane Charley in 2004, the authority: replaced overhead power lines with buried lines at its treatment and pumping facilities; installed additional emergency power generators including at the reservoir pump station; constructed a hurricane bunker for maintaining operations; and extended the regional loop pipeline system.

The extensions of pipelines and the continuation of the authority’s long-term plan for connecting county and municipal utilities provided benefits throughout the four-county region. According to Lehman, the city of Arcadia had delivery problems and opened a connection with DeSoto County, and Venice had issues that prompted the city to open its connection with Sarasota County.

The four-county system has benefited customers even if they don’t regularly receive water from the Peace River or other authority supplies. Sarasota County, for instance, has weaned itself off Manatee County’s supply, giving the latter county a currently adequate supply for meeting growing demands.

Coordination and political differences between the four counties have posed challenges, but working through them has again paid dividends.

Citrus County Chronicle Online

Watering rules eased — but don't overdo it

Michael D. Bates

Oct 8, 2017

Just because it's permissible for homeowners to once again water their lawns twice-per-week doesn't mean they should.

Unless the lawn is stressed, there's no need to overwater now that fall-like temperatures are upon us,

Citrus County Director and Horticulture Agent B.J. Jarvis said twice-a-week watering isn't necessary. Healthy landscapes, she said, perform best when plants are watered only when needed.

"Our cooler nights indicate that fall is nearly here," Jarvis said. "Weather-wise, that means the days are still warm, natural rainfall is far less abundant and plants are still growing. Irrigation may be needed for turf, new plants, and any water-sensitive plants. Most established trees and shrubs need no supplemental watering."

As we move into the holiday season and plants go dormant, cut back irrigation frequency to once every other week or operate system manually during drier winter months, Jarvis said.

The Southwest Florida Water Management District (SWFWMD) water restrictions for Citrus County recently returned to the twice-per-week schedule.

Even addresses can water on Thursday and/or Sunday and odd addresses on Wednesday and/or Saturday. Watering can only occur before 10 a.m. or after 4 p.m. While the aquifer and rainfall levels are back to normal, residents are urged to be conservative with water use.

"Two watering days per week allow some flexibility for irrigating the lawn but aren't meant to recommend watering both days," said Debra Burden, water conservation manager with the Citrus County Department of Water Resources.

This time of year, one application of one-half inch to three-quarter inch of water weekly is often sufficient to meet turf needs. With the arrival of fall's cooler nights and shorter days, grass gets less and less sunlight, according to Burden. Grass responds to these changes by slowing its growth and once-a-week watering should be enough.

Likewise, during the winter months of December, January and February, Burden suggests only once every other week irrigation. Cooler weather means less evaporation, which allows roots and grass blades to remain wet for longer periods. Unable to use the excess water, grass can develop fungal disease and root rot.

"The best way to combat common turf issues regardless of the time of year is to only irrigate when grass shows signs of need," Burden said.

"Every yard is unique, so if grass shows signs of stress, like blades folded in half lengthwise or foot prints linger in the lawn, then schedule irrigation for the next allowable watering day," she said.

Contact Chronicle reporter Michael D. Bates at 352-563-3205 or mbates@chronicleonline.com.

Miami can now challenge a state rule that allows more toxins in the water

By Mary Ellen Klas
October 19, 2017 12:26 PM

TALLAHASSEE – After a year of legal hurdles, the city of Miami and Seminole Tribe of Florida can now move forward with a lawsuit challenging a state rule that would allow higher concentrations of toxic chemicals, including carcinogens, to be discharged into Florida's rivers and streams.

The Third District Court of Appeals on Wednesday reversed a lower court ruling and Miami and the Tribe said Thursday it will now continue to pursue its lawsuit against the Department of Environmental Protection's Human Health Toxics Criteria Rule.

The rule increases the acceptable levels of more than two dozen known carcinogens and decreases levels for 13 currently regulated chemicals. It was approved on a 3-2 vote by the Environmental Regulation Commission in July 2016, when the commission had only five of its seven members.

The Seminole Tribe of Florida, Martin County and the city of Miami challenged the rule in August 2016, arguing it posed a health hazard to the public. The Florida Pulp and Paper Association, whose members rely on discharging chemical-laden water into Florida rivers, also challenged the rule but argued it was too strict.

But a judge for the Division of Administrative Hearings dismissed the challenges last year on the grounds that they had not been raised in a timely petition. The Tribe and city of Miami appealed it. The Third DCA overturned that ruling Wednesday, ordering the case back into administrative court.

DEP does not disagree that the rule increases toxin levels for some chemicals but instead noted that the plan also imposes new rules on 39 chemicals that are not currently regulated, including two carcinogens. The lawsuits have effectively delayed the ability of state regulators to submit the rule to the federal Environmental Protection Agency for approval.

The Tribe argued that the rule could endanger the health of tribal members because it fails to take into account the harm they could do to the health of the tribe's subsistence fishermen who rely on fish from Florida's rivers and streams as a primary source of protein.

Miami argued the standard "loosens restrictions on permissible levels of carcinogens in Florida surface waters with absolutely no justification for the need for the increased levels of the toxins nor the increased health risks to Florida citizens."

Martin County argued that the new rules threatened the public's safety, and that the rule should be invalidated because the Department of Environmental Protection didn't follow its own process.

State regulators are required to establish the rules under the federal Clean Water Act. DEP aggressively defended its proposal, saying it has been developing the criteria for more than a decade and had developed a one-of-a-kind scientific method nicknamed “Monte Carlo” — also known as “probabilistic analysis.”

The agency defended the method by saying it is more indicative of Florida variables and would shield people who consume large amounts of fish from the buildup of dangerous toxins.

But opponents argue that the standard would allow polluters to dump dangerous amounts of chemicals in high concentrations into Florida waters before they trigger the limits of the new rule. They also point out that the new standards also appear to be weaker than federal guidelines for many chemicals.

After the narrow vote last year, several members of Florida’s congressional delegation sent a letter to the head of the federal EPA voicing their concerns and asking for a public comment period for them to carefully evaluate each proposed human health criteria.

Linda Young of the Florida Clean Water Network, a non-profit environmental advocacy organization that has vigorously opposed the rule, commended the City of Miami and Seminole Tribe for pursuing the lawsuit.

“Allowing industry to dump their toxic chemical waste into the same waters where we fish and swim is ignorant,” she said. “The people of Florida value clean water and if the politicians and courts listen to us, we will have clean water eventually.”

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Item 11.d.

Alliance for Water Efficiency Annual Membership

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

The Alliance for Water Efficiency, a national water efficiency organization, has developed a model for projecting potential water savings for utilities that are considering various water conservation programs. Use of the model is restricted to members of the Alliance for Water Efficiency.

Membership in this organization will not only allow the WRWSA to utilize the model for updating the Regional Water Supply Plan, but could also be used in providing assistance to member governments and local utilities. Membership will also allow the WRWSA to benefit from the AWE's conservation educational programs.

Annual dues for the WRWSA are \$500. Funds are available in the current year budget for this purpose.

Staff Recommendation:

Board authorization to join the Alliance for Water Efficiency for an annual cost of \$500.

Item 12

Legislative Report

a. 2018 Legislative Topics

b. Florida Water Forum Report

Item 12.a.

2018 Legislative Topics

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

Each year WRWSA staff prepares for the Board's consideration a listing of potential legislative topics or issues for the coming legislative session. These are mainly water supply topics on which the staff will seek Board direction and will engage in deliberations with various stakeholders.

Staff reports to the Board during the legislative committee meeting process and the legislative session on these and other water supply-related topics that may arise that would impact upon the WRWSA and its member governments. Topics proposed for the 2018 session are shown in the exhibit provided in the Board's meeting materials.

Exhibit:

- WRWSA 2018 Legislative Session Issues

Staff Recommendation:

Board approval of the legislative issues list.

DRAFT

Withlacoochee Regional Water Supply Authority 2018 Legislative Issues November 15, 2017

Issue	Type of Change	Further Detail
Support the allocation of state funds that promotes regional partnerships for water resource and supply development through existing statutes and not create additional bureaucracy, or inappropriate funding diversions.	Legislative and Regulatory	Strengthen emphasis on funding regionally significant water projects.
Support enhanced funding for restoration and protection of springs.	Legislative and Water Management Districts	Oppose any diversions away from at least \$50 million annually for springs restoration and protection.
Support funding for the Water Protection and Sustainability Program (SB 444), and funding for implementing the WRWSA Regional Water Supply Plan.	Legislative (section 403.890 and 403.891, F.S.) and Water Management Districts	Emphasis on implementing the WRWSA Regional Water Supply Plan.
Support Senate confirmations of Southwest Florida Water Management District (SWFWMD) Governing Board Members: <ul style="list-style-type: none"> Michelle Williamson (Hillsborough) Mark Taylor (Hernando/Marion) Bryan Beswick (DeSoto, Hardee and Highlands) John Henslick (Manatee) James "Jim" Murphy (Polk) Joel Schleicher (Charlotte/Sarasota) Rebecca Smith (Hillsborough/Pinellas) 	Legislative (section 373.073, FS)	SWFWMD Executive Director Brian Armstrong was confirmed in 2017.
Support Senate confirmations of St. Johns River Water Management District (SJRWMD) Governing Board Members: <ul style="list-style-type: none"> Janet Price (Area 1) Susan Dolan (At Large) Douglas Burnett (At Large) Douglas Bournique (Area 5) 	Legislative (section 373.073, FS)	Janet Price will be confirmed for a 1-year term, and the others for 4-year terms.
Monitor the Constitution Revision Commission for recommendations related to the Land & Water Conservation Constitutional Amendment which will go directly to the voters in 2018.	Every 20 years a commission is appointed to clarify and/or revise Florida's Constitution.	Continue monitoring through 2018 Legislative Session.
Monitor legislation to be filed to implement Florida Department of Environmental Protection (DEP) Reclaimed Water recommendations.	Legislative and Regulatory	Legislation expected to be filed by Senator Wilton Simpson for 2018 Legislative Session.
Support a collaborative approach to water management when there are cross-district impacts for: <ul style="list-style-type: none"> Water supply planning; Setting Minimum Flows and Levels (MFLs), Reservations; and Resource recovery or impact prevention strategies. 	Legislative and Regulatory	Monitor Central Florida Water Initiative for potential statewide impacts.
Monitor efforts to revise the existing surface water classification system or to reclassify surface waters within the region which may limit water resource development opportunities.	Legislative and Regulatory	Continue to monitor rules for the use of surface water for drinking water.

