

Town of Fort White/ Columbia County Joint Meeting

Duval Place - Executive Conference Room
971 West Duval Street
LAKE CITY, FLORIDA

August 30, 2023

6:00 PM

Invocation

Pledge to the U.S. Flag

Call to Order by Town of Fort White

Call to Order by Columbia County

Additions and Deletions

**(1) Water Consumption & Utility Financial Outlook – North Florida Professional
Services**

(2) Ichetucknee Water Utility Authority - Grady Williams, Attorney

(3) Work Performed in Fort White

(4) Public Comments

Council and Commissioner Comments

Staff Comments

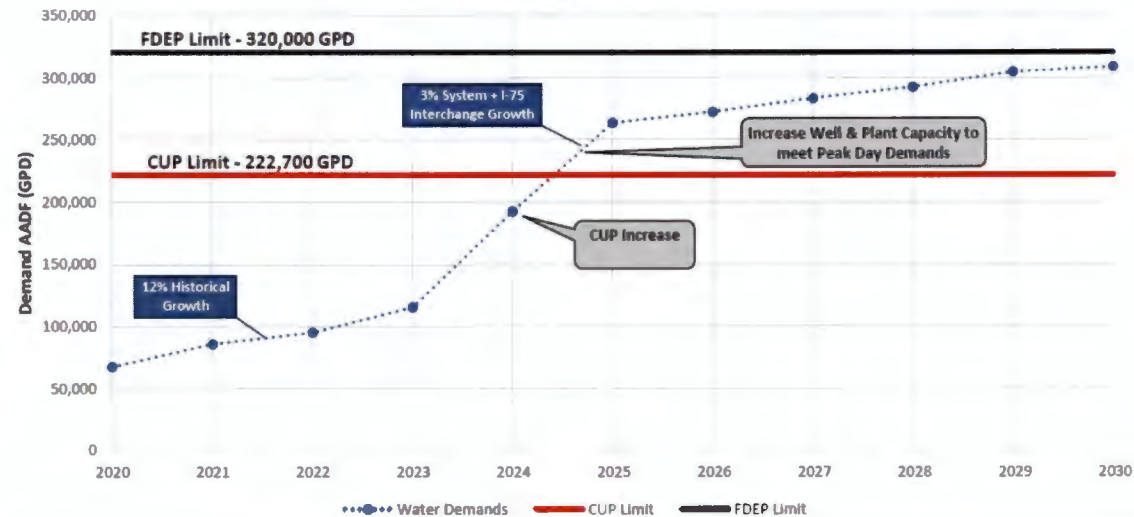
Adjournment



Utilities

Ellisville Projected Water Demands (AADF)						Total (AADF)
Year	Ellisville	FDOT	Fort White	Large Comm.	Comm. Growth	
2020	67,500	-	-	-	-	67,500
2021	86,000	-	-	-	-	86,000
2022	95,000	-	-	-	-	95,000
2023	103,000	12,500	-	-	-	115,500
2024	106,090	12,500	74,000	-	-	192,590
2025	109,273	15,000	74,500	60,000	5,000	263,773
2026	112,551	15,000	75,000	60,000	10,000	272,551
2027	115,927	15,000	75,500	62,000	15,000	283,427
2028	119,405	15,000	76,000	62,000	20,000	292,405
2029	122,987	15,000	76,500	65,000	25,000	304,487
2030	126,677	15,000	77,000	65,000	25,000	308,677

Ellisville Water Demand Projections



David Kraus

From: Stacy Cowart
Sent: Wednesday, August 23, 2023 8:51 AM
To: David Kraus; Kevin Kirby
Subject: FW: Daily average

David, as you requested. Below is the daily averages for both water plants.

From: Kevin Johnson <kjohnson@columbiacountyfla.com>
Sent: Wednesday, August 23, 2023 8:50 AM
To: Stacy Cowart <scowart@columbiacountyfla.com>
Cc: Robert Domingue <rdomingue@columbiacountyfla.com>
Subject: Re: Daily average

Using my set of numbers which may be a little different than Two Folds:
January 2023 - 75161
February 2023 - 63893
March 2023 - 70774
April 2023 - 76833
May 2023 - 76032
June 2023 - 80033
July 2023 - 71355
August 2023 has been running 85944 for the month but 95000 since school started

Thank you,
Kevin Johnson WTP Operator C28525
Part of the Columbia County Utilities Team
386-365-1681
Sent from an iPhone

On Aug 23, 2023, at 8:32 AM, Stacy Cowart <scowart@columbiacountyfla.com> wrote:

Thank you.

Kevin, can you get me the daily average for Ft. White as well?

From: Robert Domingue <rdomingue@columbiacountyfla.com>
Sent: Tuesday, August 22, 2023 7:03 PM
To: Stacy Cowart <scowart@columbiacountyfla.com>
Subject: Re: Daily average

Stacy,

Sorry this is late, I'd forgotten it.
Monthly averages gallons per day for 2023

January. 91,613

February. 96,071
March. 101,072
April. 110,655
May. 118,477
June. 106,030
July. 103,743

Yearly daily average. 103665 gpd

Thank you,
Robert Domingue
Columbia County Utilities Superintendent
rdomingue@columbiacountyfla.com
386-984-5872

Sent from my iPhone

On Aug 22, 2023, at 8:13 AM, Stacy Cowart <scowart@columbiacountyfla.com> wrote:

Robert, what is the average water usage in Ellisville? Monthly and for the year?

Stacy Cowart
Utilities Director Columbia County
Cell 386-466-9431

Planning allows for
Scheduling which allows for
Structure which allows for
Consistency which allows for
Production increases and
Safety incident decreases

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**BUDGET
UTILITIES FUND**

For the Fiscal Year Ending September 30, 2023

	2022-23 Final Budget	2023-24 Tentative Budget
REVENUES		
Intergovernmental		
State Grants	\$ 15,230,000	\$ 20,716,000
Charges for Services		
Water Sales	\$ 194,045	\$ 184,300
Sewer Sales	143,000	130,000
Fort White Water Sales	325,800	250,000
Connection Fees	4,000	4,000
Water Capacity Fees	40,000	10,000
Sewer Capacity Fees	3,800	4,000
Regulatory Assessment Fees	11,000	12,000
Total Charges for Services	721,645	594,300
Miscellaneous Revenues		
Other Miscellaneous		10,896
Interest Earnings		2,000
Total Revenues	15,951,645	21,323,196
Less 5% of Revenues	(11,002)	(30,360)
	15,940,643	21,292,836
Transfers In		
Transfer from General Fund - CARES	2,009,866	-
Transfer from ARPA - Water	10,000,000	-
Transfer from Economic Development Fund	650,000	650,000

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**BUDGET
UTILITIES FUND**

For the Fiscal Year Ending September 30, 2023

	2022-23 Final Budget	2023-24 Tentative Budget
Transfer from Capital Projects		6,000,000
Total Transfers In	12,659,866	6,650,000
Estimated Beginning Cash	99,800	1,000,000
TOTAL REVENUES, TRANSFERS AND BALANCES	\$ 28,700,309	\$ 28,942,836
APPROPRIATIONS		
Physical Environment		
Operations		
Personal Services	\$ 373,382	\$ 367,276
Administrative Fees	\$ 7,771	7,771
Debt Service		10,896
Total Operations	\$ 381,153	385,943
Water Plant		
Operating Expenses		
Ellisville Water System	130,000	332,267
Fort White Water System	200,050	273,904
Mason City Water System	21,100	10,100
Total Water Systems	351,150	616,271
Sewer Plant		
Personal Services		
Other Current Expenses		236,206
Capital Outlay		52,267
Total Sewer		288,473
Operating Expenses		
Operator Contract	50,000	
Utilities	15,000	
Insurance	5,000	
Repairs and Maintenance	20,000	
Operating Supplies	30,000	
Total Sewer Plant	120,000	-
Total Physical Environment		1,290,687
CAPITAL PROJECTS		
NFMIP - WWTP	14,330,000	-

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**BUDGET
UTILITIES FUND**

For the Fiscal Year Ending September 30, 2023

	2022-23 Final Budget	2023-24 Tentative Budget
ELLISVILLE - WWTP / CDBG	1,030,000	-
ELLISVILLE - WWTP / CARES	2,009,866	-
ELLISVILLE TO FW WATER LINE / ARPA	10,000,000	6,000,000
NFMIP - Grants		20,716,000
Total Capital Projects	27,369,866	26,716,000
Debt Service		
Principal	123,682	65,615
Interest	15,519	9,511
Total Debt Service	139,201	75,126
Total Appropriations	28,361,370	28,081,813
RESERVES		
Future Enhancements		209,477
Cash Balances Forward	222,586	434,364
Contingency	116,353	217,182
Total Reserves	338,939	861,023
TOTAL APPROPRIATED EXPENDITURES	\$ 28,700,309	\$ 28,942,836

**INTERLOCAL AGREEMENT
CREATING THE ICHETUCKNEE WATER UTILITY AUTHORITY BETWEEN
COLUMBIA COUNTY, FLORIDA
AND THE TOWN OF FORT WHITE, FLORIDA**

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the Board County Commissioners of Columbia County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County, and the Town Council of the Town of Fort White, Florida, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Town." Any reference in this agreement to "party" shall refer to the County or the Town singularly, as a party to this agreement, and any reference in this agreement to "parties" shall refer to both the County and the Town, as the two parties to this agreement.

WITNESSETH:

WHEREAS, the County and the Town desire to strengthen **interlocal** cooperation, pursuant to the provisions of Chapter 163, Florida Statutes, creating the Ichetucknee Water Utility Authority (the "Authority"); and

WHEREAS, the Suwannee River Water Management District has recommended that a collaborative approach to water supply, together with wastewater treatment and disposal, is in the best interests of the citizens, residents, the natural environment, and utility consumers of the hereinafter specified service area; and

WHEREAS, the Columbia County/Fort White Advisory Committee has recommended to the County and the Town that the Authority be formed as an interlocal governmental agency of the State of Florida pursuant to Section 163.01, Florida Statutes, for the unincorporated areas of the County, the Town and the areas served by the Authority, to supervise the planning, construction, and operation of water and sewer (i.e., wastewater systems), pursuant to the terms and conditions set forth in this interlocal agreement;

WHEREAS, the County and the Town believe that it would be the most efficient use of their respective powers to cooperate with each other on a basis of mutual advantage to acquire, under the newly created Authority, all of the assets, and to own and operate the water and sewer systems currently owned and operated by the County and the Town, respectively, in a manner that will best reflect the needs and economic interests of the citizens, residents and utility consumers within the Town and the County;

WHEREAS, the Authority shall be required to meet and satisfy all comprehensive planning requirements set forth in Chapter 163, Florida Statutes, which mandates the coordination of plans for future growth with available sources of funding and the availability of infrastructure;

WHEREAS, the creation of the Authority shall provide a more efficient manner by which the County and the Town may satisfy their statutory mandate concerning utilities elements of their respective local comprehensive plans;

WHEREAS, the creation of the Authority shall provide for a unified system of water and wastewater service for the Town and the unincorporated areas of the County and future areas that enter into an agreement with the Authority and provide for the potential of interconnects with other publicly held systems, so as to ensure the continued provision of a safe and healthy environment for the consumers of the utility system, to protect the limited water supply, encourage conservation and reduction of adverse environmental effects of excessive or improper withdrawals of water from concentrated areas, as well as the proliferation of septic tanks, package plants, and improper wastewater disposal;

WHEREAS, the Town has determined that the transfer of the Town's utility system to the Authority would be in the public interest;

WHEREAS, it is recognized by the County and the Town that provision for water supply needs and protection of water resources can best be accomplished through the creation of a separate entity as an independent water utility authority, the purpose of which shall be to ensure adequate future water supply and wastewater services, in the most efficient and least expensive manner, for the citizens, residents, and utility consumers; and

WHEREAS, the County and the Town wish to set forth certain agreements between themselves with respect to the creation of a separate entity as an independent water utility authority, pursuant to the provisions of Chapter 163, Florida Statutes, which provide mechanisms to accomplish the above-described goals, and permit the joint exercise of all powers, privileges, and authority which the County and the Town share in common, and which each may exercise separately.

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, the County and the Town hereby agree as follows:

Article I: Definitions

(1) "Assessable Improvements" means that portion or portions of the Authority's Sewer System or Water System of a local nature and of benefit to the premises or land served thereby and particularly, without limiting the generality of the foregoing with reference to the Authority's Sewer System includes, without being limited to, laterals and mains for the collection and reception of sewage from premises connected therewith, local or auxiliary pumping of lift stations, treatment plants or disposal plants, and other appurtenant facilities and equipment for the collection, treatment, and disposal of sewage, and with reference to the Authority's Water System includes, without being limited to, such mains, laterals, and other distribution facilities, pumping stations, and sources of supply as are of benefit to the property served by the Water System, together with incidental equipment and appurtenances necessary therefor.

(2) "Assessment bonds" means bonds or other obligations secured by and payable from special assessments levied against benefited lands, and which may be additionally secured by a pledge of other monies received by the Authority.

(3) "Authority" means the Ichetucknee Water Utility Authority acting by and through its Board as its governing body, as established under Article II, Section (1) of this agreement.

(4) "Board" means the Board of Supervisors of the Ichetucknee Water Utility Authority.

(5) "Bonds" means Refunding Bonds, Revenue Bonds and Assessment Bonds, and such other bonds or obligations as the context requires.

(6) "Columbia County Commission" means the Columbia County Board of County Commissioners.

(7) "Cost" as applied to the acquisition and construction, extensions, additions, or improvements to the system includes the cost of construction or reconstruction, acquisition or purchase, the cost of all labor, materials, machinery, and equipment, cost of all lands and interest therein, property rights, easements and franchises of any nature whatsoever, financing charges, interest prior to and during construction, and, for not more than 2 years after completion of the construction or acquisition, extensions, additions, or improvements to the system, the creation of initial reserve or debt service funds, bond discount, cost of plans and specifications, surveys and estimates of costs and revenues, cost of engineering, financial and legal services, and all other expenses necessary or incidental in determining the feasibility or practicability of such construction, reconstruction, or acquisition, administrative expenses, and such other expenses as may be necessary or incidental to financing authorized by this agreement, including reimbursement of Columbia County or any other person, firm, or corporation for any moneys advanced to the Authority for any expenses incurred by the Authority in connection with any of the foregoing items of cost, or the reestablishment of the Authority.

(8) "Current Obligations of the County" means:

(A) "Temporary Easement Agreement" with Weyerhaeuser Company, providing for the operation and use of a temporary spray field at the North Florida Mega Industrial Park ("NFMIP") located in the County, and any and all appurtenances and ancillary easements, licenses, permits, and related agreements thereto.

(B) "SRWMD Contract #22/23-055 for the NFMIP Wastewater Treatment Plant Ph. 2 Upgrade and Public Access Reuse (PAR) Project (\$6,319,615 total cost of project provided by FDEP through SRWMD to County)."

(C) "Florida Department of Commerce f/k/a Florida Department of Economic Opportunity Loan Facility up to \$8,000,000 for NFMIP Wastewater Treatment Facility under Florida Job Growth Infrastructure Grant Agreement No. G0045, effective February 18, 2019, as amended, which is the subject of County Resolution No. 2023R-26, dated June 15, 2023."

(D) “Legislative Appropriation for County for NFMIP Water Plant for State FY 2023-24 through FDEP in the amount of \$5,718,000.”

(9) “Current Obligations of the Town” means:

(A) “Wastewater Feasibility Study” consisting of (i) SRL Agreement WW120610 (\$12,500 original balance, now the subject of semiannual payments of \$438), and (ii) SG Agreement SG10611 (\$12,500 grant).

(B) “Wastewater Treatment Facility Phase 1” means FDEP \$5,337,637 WG046, signed May 27, 2022, which is subject to a facility plan request for additional information.

(C) “Fort White Wastewater System Phase 2” means FDEP \$4,512,539 WG111, for which documents are currently being completed and in the process of being submitted based on schedule provided by FDEP.

(10) “Executive Director” shall be the chief executive officer of the Authority, who shall carry out the policies of the Authority.

(11) “Existing Interlocal Agreements” means:

(A) Interlocal Agreement between the County and the Town, for the Town’s Water Utility Operations and Management, dated August 5, 2021; and

(B) Interlocal Agreement between the County and the Town, Concerning Development of a Wastewater Collection System.

(12) “FDEP” means the Florida Department of Environmental Protection.

(13) “Fiscal Year” means October 1 of the then current calendar year through and including September 30 of the next following calendar year.

(14) “FY 2023-2024” means the initial Fiscal Year of the Authority’s existence, commencing on October 1, 2023, and ending on September 30, 2024. Subsequent fiscal years may be similarly designated.

(15) “NFMIP” means the “North Florida Mega Industrial Park,” located within the County, generally situate East of the City of Lake City, Florida, on the South of the right-of-way of US Hwy. 90, and which shall ultimately be served by both a Water Treatment Plant and a Wastewater Treatment Plant as part of the Authority’s System.

(16) “Refunding Bonds” means bonds issued to refinance outstanding bonds or other obligations of the Authority with new bonds.

(17) Revenue Bonds” means bond or other obligations secured by and payable from the revenues derived from rates, fees, and charges collected by the Authority from users or future users of the facilities of the System, which may be additionally secured by a pledge of the proceeds of special assessments levied against benefited property.

(18) "Service Area" means those areas served, or which may be served, by the System.

(19) "Sewer System" means and includes any plant, system, facility, or property and additions, extensions, and improvements thereto at any future time constructed and acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the collection, treatment, purification, or disposal of sewage of any nature or originating from any source, including industrial wastes resulting from any processes of industry, manufacture, trade, or business or from the development of any natural resources, and, without limiting the generality of the foregoing definition, shall embrace treatment plants, pumping stations, lift stations, valves, force mains, intercept sewers, laterals, pressure lines, mains, and all necessary appurtenances and equipment, all sewer mains and laterals for the reception and collection of sewage from premises connected therewith and shall include all real and personal property and any interest therein, rights, easements, and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

(20) "System" shall mean the Water System, including fire protection, and/or Wastewater System, including any reclaimed or irrigated water system now owned and operated or hereafter owned and operated by the Authority, unless the context otherwise requires.

(21) "System Development Charges" means fees and charges imposed to acquire, construct, equip, or expand the capacity of the System facilities in excess of that reasonably determined by the Authority to be necessary to provide service to current users of the System for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion, or equipping of excess and unused capacity of the System or expansion thereof in order to serve new users of the facilities of the System and new development within the boundaries of the System.

(22) "Wastewater" means the same thing as "Sewer," and those terms may be used interchangeably throughout this agreement and with regard to any defined terms used in this agreement.

(23) "Water System" means and includes any plants, system, facility, or property and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the development of sources, treatment, or purification and distribution of water for domestic or industrial use and, without limiting the generality of the foregoing, includes dams, reservoirs, storage tanks, mains, lines, valves, pumping stations, laterals, and pipes for the purpose of carrying water to premises connected with such system and includes all real and personal property and any interests therein, rights, easements, and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

Article II: Creation of the Ichetucknee Water Utility Authority

(1) The parties hereto do hereby create the Authority as a separate legal entity pursuant to the express provisions of Section 163.01(7), Florida Statutes, to be known as the ICHETUCKNEE WATER UTILITY AUTHORITY, to exist perpetually unless earlier

terminated by the parties, as an interlocal governmental agency of the State of Florida, to include a Service Area in all of unincorporated portions of the County and the municipal boundaries of the Town, for the purpose of acquiring, owning, operating, and maintaining the Water System and Wastewater System to ensure adequate future water supply and wastewater services for the citizens, residents and utility consumers located within the Service Area of the Authority. The Board shall publish and maintain a graphic depiction of the Service Area, along with a legal description of the Service Area, available for public review.

Article III: Board of Supervisors

(1) The Authority shall be governed by a Board of Supervisors, known as the Board or Authority Board, which shall be comprised of five (5) members as are described herein below, each of which must be a resident of an area within the Service Area of the Authority. Each Board Supervisor, who may also be referred to as a Board member, shall have one vote.

(2) The County shall appoint _____ members of the Board.

(3) The Town shall appoint _____ members of the Board.

(4) No member of the Board may be an elected official or employee of either of the parties to this agreement. Nor may a member of the Board be an employee of the Authority. Any such Board member who becomes an elected official or employee of any party to this agreement, or an employee of the Authority, shall be required to immediately resign from the Board.

(5) All powers, privileges and duties vested in or imposed upon the Authority shall be exercised and performed by and through its Board, with a minimum of four (4) Board members being required for a quorum. The exercise of any and all executive, administrative and ministerial powers may be delegated by the Board to any of its officers, Executive Director, employees or agents. Any such delegation may be redelegated or withdrawn by the Board.

(6) One (1) Board member appointed by the County and one (1) Board member appointed by the Town shall serve an initial term of two (2) years in duration, as specified by that appointing party. To create staggered terms, the other Board members shall serve initial terms of four (4) years in duration. Thereafter, all Board members shall serve staggered terms of four (4) years in duration, or until such time as such Authority Board member's replacement has been appointed. In the event a Board member resigns, or is unable to continue to serve, the balance of the term of that Board member shall be filled in the same manner as prescribed in this Article, as applicable.

(7) Board members shall serve with compensation being provided of \$100.00 per meeting attended, not to exceed two (2) meetings per calendar month, indexed for the cost of living based on CPI index increases after the initial Fiscal Year of the Authority.

(8) All decisions of the Board shall require a supermajority vote of at least four (4) Board members out of the entire Board membership.

(9) The Board shall elect the following officers, who shall perform the following functions:

(A) A chair, who shall preside at meetings of the Board; sign as authorized by the Board any contracts or other instruments which are deemed to be in the best interest of the Authority; and perform such other duties incident to the office as may be prescribed by the Board.

(B) A vice chair, who shall act in the chair's absence; and shall perform such other functions as the Board may delegate from time to time.

(C) A secretary, who shall prepare minutes of each such public meeting of the Board, attest official signatures of the Authority, and certifications of official Authority documents. One or more non-Board members may be elected by the Board to serve as assistant secretary(ies), who may also be responsible for preparation of public meeting minutes, which minutes need not be verbatim, attestations, and certifications, as prescribed by the Board.

(D) All officers shall be elected for a term of one (1) year. With the exception of any such assistant secretary(ies), if any officer shall cease to be a member of the Board, or shall, for any reason, not be able to serve in that capacity, a successor shall be elected for the unexpired portion of that term. With the exception of any such assistant secretary(ies), no officer shall be elected to the same office for more than two (2) consecutive terms.

(10) The Board shall appoint an Executive Director for the Authority and prescribe the Executive Director's duties and compensation. Among such duties, the Executive Director shall be responsible to the officers and the Board for supervising and administering all work programs of the Authority; ensure compliance of the Board and the Authority with the Florida Government-in-the-Sunshine Law; and be responsible for the receipt, care, and disbursement of Authority funds, in accordance with fiscal policies and regulations adopted by the Board; and serve at the pleasure of the Board.

(11) All meetings of the Board shall be conducted in compliance with Chapter 286, Florida Statutes, and shall be held at such locations, dates, times, and intervals as determined by the Board.

(12) Each Board member shall be required to file a full and public disclosure of financial interests, pursuant to the provisions of Chapter 112, Florida Statutes, as applicable, and shall be subject to the statutory Code of Ethics for Public Officers and Employees as set forth in Chapter 112, Part III, Florida Statutes. Note particularly Section 112.3143 - Voting conflicts, and subsections (3) and (4) thereof.

(13) The chair, with the advice and consent of the Board, may appoint such committees as may be deemed necessary to carry on the work of the Authority. Membership on such committees need not be restricted to Authority Board members.

(14) The Board shall cause to be made at least once each year a comprehensive report of its activities, including all matters relating to rates, revenue, expenses of maintenance, repair and operation, renewals and capital replacements, principal and interest requirements, and an audited annual financial statement. Copies of such reports shall be forwarded to the County and the Town and shall constitute a public record.

Article IV: Powers and Duties of the Authority

The Authority shall have the following powers and duties:

(1) To have perpetual existence and succession, unless a party withdraws, or the Authority is terminated in accordance with Article XVII.

(2) To construct, install, erect, acquire, operate, maintain, improve, extend, enlarge, or reconstruct a Water System or a Sewer System, or both, within the jurisdictional boundaries of the Authority and the environs thereof and to have the exclusive control and jurisdiction thereof, to issue its Revenue Bonds or Assessment Bonds, or any combination of the foregoing, to pay all or part of the cost of such construction, reconstruction, erection, acquisition, or installation of such Water System or Sewer System, or both. All capital improvements shall be consistent with the comprehensive plan of the applicable local government within the meaning of Part II of Chapter 163, Florida Statutes.

(3) To fix and collect rates, user fees, and other charges to persons or property or both for the use of the facilities and services provided by the Water System or Sewer System or both and to fix and collect charges for making connections with the Water or Sewer System and to provide for reasonable penalties on any users or property for any such rates, fees, or charges that are delinquent.

(4) To exercise on behalf of the County and the Town, the exclusive right to grant a private company or corporation organized under the laws of the state to construct, operate, and maintain water and sewer systems within the Town's jurisdictional boundaries and the unincorporated areas of the County for such term of years and upon such conditions and limitations, including the payment of an annual franchise fee, as may be deemed expedient and for the best interests of the areas within the jurisdiction of the Authority for the accomplishment of the purposes set forth in this agreement, said franchise to be for a period of no longer than 30 years, provided that the rates or charges to be made by the private company or corporation to the individual users of the utility constructed or operated under authority of this agreement shall be fixed by the Authority upon proper hearing had for that purpose. Any private company or corporation constructing or operating any of the works pursuant to such franchise shall be liable for damage occasioned by the agreement, negligence, or injury to the rights of other persons, firms, or corporations in the same manner and with the same limitations as any other private corporation chartered under the laws of the state.

(5) To acquire in the name of the Authority by purchase, gift, or the exercise of the right of eminent domain, pursuant to chapters 73 and 74, Florida Statutes, such lands and rights and interests therein, including lands under water and riparian rights, and to acquire such personal property as it may deem necessary in connection with the construction, reconstruction, improvement, extension, installation, erection, or operation and maintenance of the System and to hold and dispose of all real and personal property under its control. Except as may otherwise be authorized by the applicable or general law(s) of the State of Florida, the power of eminent domain may be exercised both within and outside the boundaries of the Authority but within the boundaries of the County.

(6) To join with any other districts, municipalities, towns, or other political subdivisions, public agencies, or authorities in the exercise of common powers.

(7) To contract with other private or public entities or persons to provide or receive a water supply for sewage disposal, collection, or treatment or to operate the water and sewer system of such entity or person.

(8) To prescribe methods of pretreatment of industrial wastes not amenable to treatment with domestic sewage before accepting such wastes for treatment and to refuse to accept such industrial wastes when not sufficiently pretreated as may be prescribed, and by proper resolution to prescribe penalties for refusal of any person or corporation to so pretreat such industrial wastes.

(9) To require and enforce the use of its facilities whenever and wherever they are accessible and to require and enforce the installation and dedication to the Authority of water and/or sewer facilities and easements as a condition precedent to the provision of service by the Authority or by another entity authorized by the Authority to provide interim service until Authority facilities are available.

(10) To sell or otherwise dispose of the effluent, sludge, or other byproducts as a result of sewage treatment.

(11) To construct and operate connecting, intercepting, or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, or under any streets, alleys, highways, or other public places or ways regulated by or under the jurisdiction of the state or the county or any municipality or political subdivision when necessary or convenient for the purposes of the Authority.

(12) Subject to such provisions and restrictions as may be set forth in this agreement authorizing or securing any bonds or other obligations issued under the provisions of this agreement, to enter into contracts with the government of the United States or any agency or instrumentality thereof, or with any county, municipality, district, authority, or political subdivision, private corporation, partnership, association, or individual providing for or relating to the treatment, collection, and disposal of sewage, or the treatment, supply, and distribution of water and any other matters relevant thereto or otherwise necessary to effect the purposes of this agreement, and to receive and accept from any federal or state agency grants or loans for or in

aid of the planning, construction, reconstruction, or financing of improvements, additions, or extensions to the system and to receive and accept aid, contributions, or loans from any other source of either money, property, labor, or other things of value, to be held, used, and applied only for the purpose for which such grants, contributions, or loans may be made.

(13) To enter into interlocal agreements with any municipality, county, district, or political subdivision for any corporate purpose of the Authority including, but not limited to, borrowing money for construction of improvements, additions, or extensions to the System.

(14) To appoint advisory, administrative, or operational boards and committees to assist the Authority in the exercise and performance of the powers and duties provided under this agreement.

(15) To sue and be sued in the name of the Authority, and to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Authority to carry out the powers and duties provided in this agreement or provided in any other law applicable to counties and cities.

(16) The Executive Director of the Authority shall have the responsibility for carrying out the policies of the Authority and keeping and maintaining the seal and the records of the Authority and for collecting, disbursing, investing, and maintaining the funds of the Authority and such other responsibilities as the Board may instruct said Executive Director to perform, provided that the Authority may contract all or part of such services with any third party, excluding any Board member.

(17) No individual Board Supervisor shall have any power to legislate or administer the Authority's functions, on their own behalf or on behalf of the Board.

(18) The Authority is charged with the overall responsibility for and, subject only to the provisions of this section, shall have the exclusive power to provide water and wastewater services and facilities within the geographic boundaries hereinafter provided for. The Authority shall be exempt from the provisions of chapter 120, Florida Statutes, **provided, however,** that notwithstanding the generality of the foregoing, the specific provisions of Section 120.57, Florida Statutes, pertaining to additional procedures applicable to (i) hearings involving disputed issues of material fact, (ii) hearings not involving disputed issues of material fact, and (iii) protests to contract solicitation or award, shall apply to the Authority in the context of public procurement protests and related proceedings and hearings, including informal dispositions, as provided for by applicable or general law(s) of the State of Florida.

(19) No existing investor or publicly owned water or sewer utility shall expand or extend its collection or distribution facilities or any service area within which such collection or distribution facilities are located and in existence on the effective date of this agreement unless the Board shall decline a formal request by the utility to provide the water and sewer service to the proposed expanded or extended area.

(20) A formal request for service shall be made by the utility to the Board at a regularly scheduled public meeting. Such formal request shall describe in detail the proposed expanded or extended Service Area and the type of utility service requested.

(21) Failure of the Board to act and commence to provide the requested service upon such formal request for a period of sixty (60) days after the conclusion of the public hearing shall be deemed to be a decline of such request for the purposes of this agreement to the extent that the utility provides such service.

(22) To incorporate, and to adopt a corporate seal, and alter it at the pleasure of the Board or conduct business in any other form as may be provided by law.

(23) To adopt bylaws and make rules and regulations for its own governance and proceedings.

(24) To employ engineers, attorneys, accountants, financial or other experts and such other agents and employees as the Board may require or deem necessary to effectuate the purposes of this Agreement, or to contract for any such services.

(25) To exercise any and all powers, duties, rights, and privileges available to the Authority as an interlocal governmental agency of the State of Florida, formed by the Town and the County pursuant to this agreement, as authorized by Section 163.01(7), Florida Statutes, principally serving as a public, government owned and operated water and sewer utility within its Service Area.

(26) To provide additional utility services and essential governmental functions as may be approved by a super-majority vote of 4 of the 5 Board members of the Authority, and as confirmed by a corresponding super-majority vote of 4 of the 5 members of the governing body of each such party so affected by that action. For purposes of illustration and not limitation, such additional utility or essential governmental service provided may be stormwater management, as it relates to stormwater management, or solid waste collection, management, storage, and/or disposal.

(27) To levy either special assessments or non-ad valorem assessments or both for assessable improvements and may collected such assessments either in accordance with Chapter 163 and/or Chapter 197, Florida Statutes, or by any alternative method authorized by the general law(s) of the State of Florida or approved by the Board.

Article V: Rates, Fees, and Charges

(1) The Authority shall adopt a schedule of rates, fees, and other charges for the use of and the services and facilities to be furnished by the Water System or Sewer System, to be paid by the owner, tenant, or occupant of each lot or parcel of land which may be connected with or used by such systems. The initial adopted schedule of rates, fees, and other charges shall be published by the Authority and maintained for public review. The Authority may revise the schedule of rates, fees, and charges so adopted and revised as to provide moneys, which, with other funds available for such purposes, shall be sufficient at all times to pay the expenses of

operating and maintaining the System, including reserves for such purposes, the principal and interest on Revenue Bonds as the same shall become due, and reserves therefor, and to provide a margin of safety over and above the total amount of any such payments, and to comply fully with any covenants contained in the resolution authorizing the issuance of any bonds or other obligations of the Authority. The Authority shall charge and collect such rates, fees, and charges so adopted or revised.

(2) Such rates, fees, and charges shall be just and equitable and uniform for users of the same class and where may be appropriated, computed either upon the quantity of water consumed or upon the number and size of sewer connections or upon the number and kind of plumbing fixtures in use on the premises or upon the number or average number of persons residing or working in or otherwise using or occupying such premises or upon any other factor affecting the use of the facilities furnished or upon any combination of the foregoing factors as may be determined by the Authority on any other equitable basis. Notwithstanding the generality of the foregoing sentence, the commercial rates for sewer service within the Town and that portion of the Sewer System served in the area of Ellisville, Florida, located within the County, shall initially be different, but over a schedule approved by the Board equalized. Likewise, the rates for commercial and high-volume commercial use of the System within and around the Authority's Facilities for the NFMIP may vary from those charged in other areas of the System, with a goal and directive that the Board gradually equalize those rates System-wide in the future.

(3) No rates, fees, or charges shall be adopted or revised under the foregoing provisions of this section, other than those allowed in bond documents or Consumer Price Index increases, until after a public hearing at which all the users of the system affected thereby, or owners, tenants, or occupants served or to be served thereby and all others interested shall have an opportunity to be heard concerning the proposed rates, fees, and charges. Notice of such public hearing setting forth the proposed schedule or schedule of rates, fees, and charges shall be given by one publication in a newspaper published and circulating in Columbia County at least 15 days before the date fixed in such notice for the hearing, which may be adjourned from time to time. After such hearing, such schedule or schedules, either as initially adopted or as modified or amended, may be finally adopted.

(4) A copy of the schedule or schedules of such rates, fees, or charges finally adopted shall be kept on file in the office of the Authority and shall be open at all times to public inspection. The Authority shall publish all rates, fees, or charges on the Authority's publicly accessible website. The rates, fees, or charges so adopted for any class of users or property served shall be extended to cover any additional users or properties thereafter served which shall fall in the same class, without the necessity of any hearing or notice.

(5) The Authority shall have the power to adopt a schedule of franchise fees which are to be paid by any person or other entity, governmental or private, for the privilege or franchise or exercising its corporate powers within the unincorporated portions of the county. The Authority may exempt municipalities or other governmental agencies from such franchise fees. Such franchise fees shall be just and equitable and uniform for similar types of services supplied or upon

the number and size of sewer connections or upon the gross or net revenues of the company or corporation providing for water and sewer services. No franchise fee shall be adopted or revised until after a public hearing at which all affected users of the system and the company or corporation so affected shall have an opportunity to be heard concerning the proposed franchise fees. Notice of such public hearing setting forth a proposed schedule or schedules of franchise fees shall be given by one publication in a newspaper published and circulated in Columbia County at least 15 days before the date fixed for such notice of the hearing, which may be adjourned from time to time. Notice of such public hearings shall be publicly noticed on the Authority's publicly accessible website. After such hearing, such schedule or schedules, either as initially adopted or as modified or amended, may finally be adopted. A copy of the schedule or schedules of such franchise fees as finally adopted shall be kept on file by the office of the Authority and shall be open for public inspection

ARTICLE VI: Bonds

(1) The Authority may, from time to time, issue bonds to pay the costs and expenses, other than operating expenses, incurred in carrying out the purposes of this agreement or to refund Revenue Bonds of the Authority issued pursuant to this agreement. In anticipation of the sale of such bonds, the Authority may issue bond anticipation notes and may renew the same from time to time. Such notes may be paid from the revenues derived by the Authority from the proceeds of sale of the bonds of the Authority in anticipation of which they were issued. The notes shall be issued in the same manner as the bonds. Bonds and notes shall be, and shall be deemed to be, for all purposes, negotiable instruments, subject only to the provisions of the bonds and notes for registration.

(2) The bonds may be issued as serial bonds or as term bonds, or the Authority, in its discretion, may issue bonds of both types. The Authority may issue capital appreciation bonds or variable rate bonds. The bonds shall be authorized by resolution of the Authority and shall bear such date or dates, mature at such time or times, not exceeding 40 years from their respective dates, bear interest at such rate or rates, be payable at such time or times, be in such denomination, be in such form, carry such registration privileges, be executed in such manner, be payable from such sources and in such medium or payment and at such place or places, and be subject to such terms of redemption, including redemption prior to maturity, as such resolution or resolutions may provide. If any officer whose signature, or a facsimile of whose signature, appears on any bonds or coupons ceases to be such officer before the delivery of such bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until the delivery. The bonds or notes may be sold at public or private sale for such price or prices as the Authority shall determine. Pending preparation of the definite bonds, the Authority may issue interim receipts or certificates which shall be exchanged for such definitive bonds. The bonds may be secured by such form of credit enhancement, if any, as the Authority deems appropriate. The bonds may be secured by an indenture of trust or trust agreement.

(3) Such bonds issued by the Authority may include but not be limited to Assessment Bonds, Refunding Bonds, and Revenue Bonds.

(4) The bonds may be validated, at the direction of the Authority, pursuant to Chapter 75, Florida Statutes.

Article VII: Pledge of Revenues

(1) The proceeds of all bonds or other obligations issued under this agreement and all revenues derived from other operation of the System which have been pledged for the payment of any bonds or other obligations authorized by this agreement shall be applied only in accordance with the proceedings authorizing the issuance of any such bonds or other obligations. The Authority may provide that the moneys or the funds and accounts established by the proceedings authorizing issuance of any Revenue Bonds shall be subject to the lien of the pledge established by the proceedings without any physical delivery thereof and the lien of the pledge shall be valid and binding as against all parties bringing claims of any kind in tort, contract, or otherwise against the Authority.

Article VIII: Bondholder Provisions

(1) **COVENANTS OF AUTHORITY WITH BONDHOLDERS.** In addition to other provisions and requirements of this agreement, any resolution authorizing the issuance of bonds or any other obligations issued hereunder may contain provisions and the Authority is authorized to provide and may covenant and agree with the several holders of such bonds or other obligations as to:

(2) Reasonable deposits with the Authority in advance to ensure the payment of rates, fees, or charges for the facilities of the system.

(3) The discontinuance of the services and facilities of the System, or both, for delinquent payments for either water services or sewer services, and the terms and conditions of the restoration of such service.

(4) Limitations on the powers of the Authority to construct, acquire, or operate or permit the construction, acquisition, or operation of any plants, structures, facilities, or properties which may compete or tend to compete with the System.

(5) The manner and method of paying service charges and fees and the levying of penalties for delinquent payments.

(6) Subject to this agreement, the manner and order of priority of the disposition of revenues or redemption of any bonds or other obligations.

(7) Terms and conditions for modification or amendment of the resolution authorizing the issuance of bonds or other obligations.

(8) Provisions as to the appointment of a receiver of the System on default of principal or interest on any such bonds or other obligations or the breach of any covenant or condition of the resolution authorizing such bonds or other obligations.

(9) Provisions as to the maintenance of the System and reasonable insurance thereof.

(10) Any other matters necessary to secure the bonds and the payment of the principal and interest thereof.

(11) All such provisions of the resolution shall constitute valid and legally binding contracts between the Authority and several holders of any such bonds and shall be enforceable by any such holder or holders by mandamus or other appropriate action, suit, or proceeding in law or in equity in any court of competent jurisdiction.

Article IX: Liens

(1) In the event that the fees, rates, or charges for the services and facilities of the System shall not be paid as and when due, any unpaid balance thereof and all interest accruing thereon shall be a lien on any parcel or property affected thereby. Such liens shall be superior and paramount to the interest on such parcel or property of any owner, lessee, tenant, mortgagee, or other person except the lien of county taxes and shall be on a parity with the lien of any such county taxes.

(2) In the event that any such service charge shall not be paid as and when due and shall be in default for 30 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the Authority in a civil action, and any such lien and accrued interest may be foreclosed or otherwise enforced by the Authority by action or suit in equity as for the foreclosure of a mortgage on real property.

Article X: Planning

(1) Within three (3) years after the effective date of this agreement, the Board shall adopt a master plan which identifies current customers, projects, and future customers; profiles customers (residential, commercial, industrial); reviews and generally inventories all existing infrastructure and treatment facilities within the boundaries of the Authority; identifies a capital improvement program for the Authority; reviews all current permits and companies' existing regulations to projected regulations; identifies and evaluates potential acquisitions or service expansions; evaluates Authority staffing; provides for detailed mapping of System facilities; provides for hydraulic analysis of System facilities, both existing and proposed; evaluates present and future sources of raw water and treatment requirements for those sources in terms of capacity, reliability and economy; provides for an analysis of all available wastewater alternatives, including surface water discharge, wetlands discharge, percolation facilities, spray irrigation and deep well injection; identifies reclaimed water storage alternatives and wet weather back-up alternatives; and identifies current and potential high volume users of reclaimed water. Thereafter, the Board shall review and, if necessary, amend the master plan periodically, but not less often than every three (3) years.

(2) Treatment facility construction or expansion or line extension policies adopted by the Authority shall be in furtherance of land development regulations adopted by the applicable local general purpose government or the applicable local government comprehensive plan.

(3) The construction or expansion of any portion of the System, or major alterations which affect the quantity or quality of the level of service of the System, which is undertaken or

initiated by the Authority, shall be consistent with the applicable local government comprehensive plan adopted pursuant to Part II of Chapter 163, Florida Statutes; provided, however, that no local government comprehensive plan shall require the Authority to construct, expand, or perform a major alteration of any public facility which would result in the impairment of covenants and agreements relating to bonds validated or issued by the Authority.

(4) When a local government has issued a development order which approves the construction of public facilities or has issued a development order pursuant to Chapter 380, Florida Statutes, the local government shall not use the requirements of this section to limit or modify the rights of the Authority to approve, construct, modify, operate, or maintain public facilities authorized by the development order.

(5) The Authority shall take no action which is inconsistent with applicable comprehensive plans, land development ordinances, or regulations adopted by the Town or the County

Article XI: Budgeting and Finance

(1) The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this agreement and Florida Statutes. On or before June 1, the Comptroller shall prepare a proposed budget for the ensuing Fiscal Year to be submitted to the Board for approval.

(2) The proposed budget shall include, at the direction of the Board, an estimate of all necessary expenditures of the Authority for the ensuing fiscal year and an estimate of income to the Authority from all sources of revenue provided in this agreement.

(3) The Board shall consider the proposed budget item by item and may either approve the budget as proposed by the manager or modify the same in part or in whole. The initial budget of the Authority shall be established by the Board and published and maintained for public review. Thereafter, the budget of the Authority shall be adopted in the same general manner provided and at the times established by law for the adoption of a budget by the County.

(4) The Board shall cause to be made at least once a year a comprehensive report of its System, including all matters relating to expansions, acquisitions, rates, revenues, expenses of maintenance, repair, and operation of the renewals and capital replacements, principal and interest requirements, and the status of all funds and accounts. Copies of such reports shall be open to public inspection and maintained by the Authority. The report shall be known as the annual audit report and shall be issued by a certified public accountant appointed by the Board. The annual audit report may be included as a part of any other report required by law or may be issued separately.

Article XII: Free Sewer & Water Prohibition

(1) No free water or sewer services shall be rendered by the Authority and no discrimination shall exist in the fees, rates, and charges for users of the same class, except for

such adjustment periods for equalization of rates provided for under Article V, section (2), above.

Article XIII: System Development Charges

(1) The Authority is hereby empowered to levy and collect Water System Development charges and Sewer System Development Charges, for capital improvements and debt service on such capital improvements as hereinafter specified, and adopt a schedule of payment of said system development charges, within the boundaries of the Authority, under any of the following conditions:

(A) Whenever a property owner or its authorized representative connects an existing structure to the System or portion thereof owned or operated by the Authority;

(B) Whenever a property owner or its authorized representative applies for a building permit and prior issuance of a building permit to alter an existing structure previously connected to the Water System and/or the Sewer System, where such alteration increases the potential demand on the System; or

(C) Whenever a property owner or its authorized representative applies for a building permit and prior to issuance of a building permit to construct a structure on property which according to an adopted plan is scheduled in the future to be connected to a system owned or operated by the Authority even though the property owner or his representative may receive interim water and/or interim sewer service from a source other than the Authority.

(2) Except as otherwise provided by the resolution authorizing issuance of bonds or other obligations of the Authority, Water System Development Charges shall not be transferred or used for any purpose other than capital improvements for raw water supplies, capital improvements for treatment, water treatment facilities, water transmission mains, storage facilities, pumping facilities, lift stations, distribution, collection, and reclaimed lines, and related facilities required to provide new connections by new customers and for payment of debt service on public obligations issued to finance any such capital improvements. Capital improvements which are designed to benefit existing customers of the Authority shall not be paid for with funds from this account.

(3) Except as otherwise provided by the resolution authorizing the issuance of bonds or other obligations of the Authority, Sewer System Development Charges shall not be transferred or used for any purpose other than capital improvements for sewage treatment and disposal facilities, sewage transmission facilities, and related facilities required to provide new connections by new customers and for payment of debt service on public obligations issued to finance any such capital improvements. If the Authority implements a reclaimed (i.e., "reuse") water system as part of the System, then the cost of those capital improvements, facilities, and mains required to provide new connections by new customers and for payment of debt service on public obligations issued to finance any such capital improvements, may be paid from the Sewer System Development Charges. Capital improvements which are designed to benefit existing customers of the Authority shall not be paid for with funds from this account.

(4) Water System Development Charges and Sewer System Development Charges shall be reviewed at least annually by the Authority to determine that charges are equitable and proportionate to the current estimate of costs for providing the capital improvements for which the charges are imposed. The initial schedule of System Development Charges shall be established by the Board, and shall be published and maintained for public review. The Authority may thereafter change or revise the schedule of System Development Charges upon compliance with the notice and hearing requirements set forth for the adoption of rates, fees, and other charges, except that if such charges or revisions be made substantially pro rata as to all classes of services no hearing or notice shall be required.

(5) The Authority, in its discretion, may permit the owners of existing structures which connect to the System to pay the system development charges on an installment basis with interest. If the System Development Charges shall not be paid as and when due, any unpaid balance thereof and all interest accruing thereon shall be a lien on any parcel of property affected thereby. Such liens shall be superior and paramount to the interest on such parcel or property of any owners, lessee, tenant, mortgagee, or other person except the lien of the county taxes and shall be on a parity with the lien of any such county and when due and shall be in default for 30 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the Authority in a civil action, and any such lien and accrued interest may be foreclosed or otherwise enforced by the Authority by action or suit in equity as for the foreclosure of a mortgage on real property.

(6) System Development Charges may be pledged to the payment of bonds or other obligations of the Authority, provided that the Authority has agreed in the resolution authorizing such bonds or other obligations that it maintain net revenues, together with special assessment proceeds and other revenues derived by the Authority, exclusive of System Development Charges, equal to at least 100 percent of the debt service on such bonds or obligations.

(7) In addition to or as an alternative to the provisions of subsections (1) through (6), the Authority is empowered to levy and collect water and/or sewer impact fees within the boundaries of the Authority in the same manner and to the same extent as counties.

Article XIV: Admission of New Government Members as Parties

(1) Admission of any new member counties, cities, or other governmental entities, to the Authority shall require a supermajority four-fifths vote of all members of the Board.

(2) The Board composition, quorum, and voting requirements shall be changed that case to accommodate new government members.

(3) Upon the admission of any new governmental member as a party to this agreement, the Service Area of the Authority shall also be amended to incorporate the service area of that newly admitted governmental member as a party to this agreement.

Article XV: Transition and Transfer of Assets

(1) Upon the effective date of this agreement, the Authority shall come into existence. The Board shall direct the Executive Director to begin all necessary, appropriate, and helpful

actions needed to commence the Authority's continued, perpetual existence and operations for the purposes expressed in this agreement, to receive a transfer of the Town and the County's water and sewer utility systems and assets, and assume the corresponding liabilities, obligations, and responsibilities for any such transferred and assigned utility systems and assets.

(2) As directed by the Authority, and as permitted by the Current Obligations of the Town and the Current Obligations of the County, the Town and the County shall each transfer all right, title, and interest in the water and sewer assets separately owned by the County and the Town, respectively, to the Authority, as promptly as reasonably practical following the effective date.

(3) Notwithstanding anything contained herein to the contrary, any water and sewer assets currently owned by the County or the Town, separately, which, by virtue of the Current Obligations of the County or the Current Obligations of the Town, may not be legally transferred to the Authority for purposes of ownership by the Authority, shall be leased or contracted to the Authority for operation and maintenance, and repair, such that the County or Town's future cost of ownership of such retained water or sewer assets shall be budgeted and thereafter paid for by the Authority, and as much as may be permitted, treated as part of the Authority's System.

(4) The obligations of the County under the Existing Interlocal Agreements shall be assigned to and assumed by the Authority as soon as practicable after the effective date of this agreement, which shall be confirmed in separate writing by the Authority and each of the parties. The Existing Interlocal Agreements shall continue to apply to the separately owned water and sewer assets of the Town, which are the subject of the Current Obligations of the Town and are not transferred to the Authority for purposes of both legal ownership and operation. However, to the greatest extent possible, those retained assets operated but not owned by the Authority due to compliance required under the Current Obligations shall be budgeted for, operated, and treated as a part of the Authority's System.

(5) Except as contemplated in sections (3) and (4), above, any remaining water and sewer assets currently owned separately by each of the County and the Town, and any additions thereto, shall be deemed transferred and conveyed to the Authority not later than October 1, 2024. This provision shall be self-operative but may be supplemented with other documented transfer of right, title, and interests in the System to the Authority from the Town and the County.

(6) The parties shall therefore execute and deliver such assignments of easements, rights-of-way, permits, warranties, intangible rights, bills of sale, and deeds as may be reasonably requested by the Authority to legally document and implement the provisions of this Article, as soon as practice after the effective date, and in any event not later than October 1, 2024.

(7) The parties shall reasonably cooperate with each other during the transition of assets and operations of the System to the Authority, commencing with the effective date of this agreement, and continuing thereafter through and including the full and final transfer of all such water and sewer assets currently owned by the County and the Town, separately, to the Authority.

Article XVI: Funding of the Authority by the Parties

(1) The Authority will not be financially self-sufficient and sustainable until such time as its customer base of regular paying ratepayers is developed by growth and expansion of the System. Until the Authority becomes financially self-and sustainable, the County covenants and agrees that it shall budget and appropriate funds for the perpetual and continuous operation of the Authority.

(2) The Town may, but is not required to, financially support the Authority for the perpetual and continuous operation of the Authority.

Article XVII: Amendment, Withdrawal, and Termination

(1) This agreement may only be amended by the official action and the proper execution of an amendment hereto by the official action of a supermajority 4 of 5 votes by each of the governing bodies of the parties to this agreement, during such time as they remain subject to the terms and provisions of this agreement and confirmed and accepted by a supermajority vote of at least 4 Board members of the Authority.

(2) The Town may withdraw from this agreement based on its own action, only if approved by a supermajority vote of 4 of its 5 Town council members. In such case, the Town shall be required to assume any and all liabilities of the Authority pertaining to the portion of the System which is located within the Town's jurisdictional boundaries, to be transferred by the Authority to the Town upon the effective date of the Town's withdrawal from this agreement. In the event of such withdrawal by the Town from this agreement, the assets, liabilities, and customer base of the Authority shall be divided and distributed and assumed by the Town and the County, respectively, with the Town receiving and assuming as nearly as possible such portion of the System as pertains exclusively to utility service provided by the Authority within the Town's jurisdictional boundaries, and the remaining portion of the System to the County.

(3) This Authority may be terminated by the supermajority vote of 4 of the 5 Board members of the Authority, and with the confirming vote of a supermajority of 4 of the 5 each of the Town council and County Commission members, respectively. In the event of such termination, the assets, liabilities, and customer base of the Authority shall be divided and distributed and assumed by each of the Town and the County, respectively, with the Town receiving and assuming as nearly as possible such portion of the System as pertains exclusively to utility service provided by the Authority within the Town's jurisdictional boundaries, and the remaining portion of the System to the County.

Article XVIII: Miscellaneous

(1) Nothing contained in this agreement shall be construed or interpreted to limit the application of the general and common law(s) of the State of Florida as to the Authority, its duties, rights, powers, privileges, and immunities.

(2) This agreement shall be liberally construed, interpreted, and applied to give the Authority and its Board the broadest powers possible to effectuate the purposes and intents of

this agreement for the operation of the publicly owned, governmental water and wastewater utility contemplated hereby.

(3) Each provision in this agreement is to be read in concert, each with the other, such that a provision under one heading shall be applicable to any other.

(4) Except as otherwise expressly provided to the contrary, this is the entire agreement between the parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements whether written or oral.

(5) This agreement shall be governed by the laws of the State of Florida. Reference to any statute shall include any amended or successor statute thereto.

(6) The sole and exclusive venue for any legal action shall be the state courts in Columbia County, Florida. Each party and the Authority waive its right to any other venue.

(7) Notwithstanding the foregoing under section (4) of this Article XVIII, the parties and the Authority shall in good faith work with each other and the Authority to resolve any dispute between one or more of them by first undertaking informal self-mediation, and if that fails, then mediation with a mutually approved, unbiased mediator. However, this section shall not limit or bar either party or the Authority from access to courts as contemplated in section (3), above.

(8) To the extent that only one of the parties to this agreement has the legal power to take action alone, which would benefit the purpose, mission, and/or operation of the Authority, that party shall in good faith take such action upon reasonable request therefor by the Authority, and payment, reserve or indemnification of such costs expected to be incurred by that party in taking such requested action by the Authority. This section shall be read in conjunction with Section 163.01, Florida Statutes.

(9) Except as otherwise provided in this agreement, any notice, acceptance, request, or approval from either party or the Authority to the other(s) shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of a delivery. Alternatively, the parties and the Authority may provide notice via verified electronic mail to the parties' respective official government email addresses provided below. The parties' and the Authority's representatives are:

Town: Town Mayor
mayor@fortwhitefl.com
118 SW Wilson Springs Road
Fort White, FL 32038

County: County Manager David Kraus
David_kraus@columbiacountyfla.com
Post Office Box 1529
Lake City, FL 32056-2529

Authority: Executive Director Stacy Cowart
scowart@columbiacountyfla.com
Post Office Box 1529
Lake City, FL 32056-2529

(10) This agreement does not create any relationship with, or any rights in favor of, any third party, except for the Authority created hereby.

(11) Except as otherwise provided in this agreement, no party or the Authority shall assign or transfer any interest in this agreement without prior written consent of the other parties.

(12) The Authority is a “state agency” or “subdivision” for purposes of Section 768.28, Florida Statutes, And s. 13, Art. X, of the State Constitution.

(13) The Authority is deemed to be an agency within the meaning of Chapter 119, Florida Statutes, and all records of the Authority shall be open to the public, except as otherwise provided by applicable or general law(s) of the State of Florida.

(14) The Authority is deemed to be an agency or authority of the County within the meaning of Section 286.011, Florida Statutes, the “Government in the Sunshine” law.

Article XIX: Severability

(1) If any section, subsection, paragraph, sentence, clause, phrase, or word of this agreement is for any reason held to be unconstitutional or invalid, such holding shall not affect the constitutionality or validity of the remaining portions of this agreement, and each and every section, subsection, paragraph, subparagraph, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more other sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, or words hereof may be declared to be unconstitutional, invalid, or otherwise ineffective.

Article XX: Effective Date

(1) This agreement shall take effect October 1, 2023. After full and final execution of this agreement, it shall be recorded as an interlocal agreement in the public records of Columbia County, Florida, prior to the effective date.

[Signatures Begin Next Page]

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year above written.

Town of Fort White

The Board of County

Commissioners for Columbia County Florida

Ronnie Frazier, Mayor

Rocky Ford, Chair

Attest:

Attest:

Town Clerk of Fort White

James M. Swisher, Clerk of Courts

Approved as to form:

Approved as to form:

Lindsey Lander, Town Attorney

Joel Foreman, County Attorney