

# North Florida Water Utilities Authority

June 5<sup>th</sup>, 2024

9:30 AM

**971 W Duval Street, Suite 150**

Large Conference Room

Lake City, FL 32055

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## **Agenda**

### **Action Items**

1. Call to Order
2. Pledge
3. Oath of Office
4. Elect Chairperson
5. Elect Vice Chairperson
6. Elect Recording Secretary
7. Additions and Deletions
8. Process to Select 5<sup>th</sup> Board Member
9. Process to Select Executive Director
10. Overview by Attorney – Independent Special District
11. Approval of Designation of Registered Agent
12. Ratification of Map of Special District Boundaries
13. Approval of Regular Meeting Date
14. Preservation of Minutes from Regional Utility  
Committee
15. Future Plans and Next Steps
  - a. Budget Process
  - b. Web Site

- c. Utility Rates
- d. Economic Development Projects

## **Board/Public/Comments**

- 11. Public Comments\*
- 12. Board Comments
- 13. Adjournment

## **Information Items**

. Final Executed Interlocal Agreement forming North Florida Water Utility Authority

. Written status statement to Special District Accountability Program

## **Official List of Special Districts**

## **Minutes from Regional Utility Committee**

\*Limited to 3 minutes per speaker; Decorum and public participation to be subject to the discretion and judgement of the Chairperson

## INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into on this 16<sup>th</sup> day of April 2024, by and between Columbia County, Florida; and Suwannee County, Florida, each a political subdivision of the State of Florida, hereinafter referred to collectively as the "Counties".

### WITNESSETH

**WHEREAS**, the Counties have determined that it is in the best interests of the Counties that a single, separate legal entity known as the North Florida Water Utilities Authority ("NFWUA") be formed to make all policies necessary in the discretion of that entity and to contract for and to provide for the operation and maintenance of their respective water, wastewater, and reclaimed (i.e., "reuse") water facilities located within the Counties or either one of them;

**WHEREAS**, the Counties are authorized pursuant to section 163.01, Florida Statutes, to enter into Interlocal Agreements to cooperatively make the most efficient use of their powers to their mutual advantage, and to provide services and facilities in accordance with geographic, economic, demographic, and other factors influencing the needs and development of the local community; and

**WHEREAS**, the Counties are authorized pursuant to section 125.01(1), Florida Statutes, to independently exercise the powers they agree to jointly exercise through this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Counties agree as follows:

#### **I. RECITALS**

- a. The above recitals are true and correct and are incorporated herein by reference.

#### **II. PURPOSE and GOALS**

- a. **PURPOSE:** The purpose of this Interlocal Agreement is to create the NFWUA as an independent special district and interlocal government agency pursuant to section 163.01, Florida Statutes, and the terms of this Interlocal Agreement, and to establish the constitution of its Board of Directors.
- b. **GOALS:** The goals of the NFWUA pursuant to this Agreement are:
  1. To provide to the citizens of the Counties reliable, cost effective, and regulatory compliant maintenance, service, and operation of the Counties' respective water, wastewater, and reclaimed water facilities;

2. To provide to the citizens of the Counties sustainable, clean, and safe potable water distribution service, operated by competent, courteous, and well-trained employees;
3. To provide to the citizens of the Counties sustainable, treated, and properly discharged or conserved wastewater collection and effluent management;
4. To provide to the citizens of the Counties sustainable, properly treated, and regulatory compliant reuse water for irrigation and any other lawfully permitted purpose;
5. To provide to the citizens of the Counties responsive, efficient, and accountable maintenance and operational management of the Counties' respective water, wastewater, and reclaimed water facilities;

### **III. FUNDING**

Each of the Counties shall contribute to the NFWUA annually in the following amounts, paid in one installment at the beginning of each fiscal year, in an amount based on the pro forma proportionate share of maintenance and operation costs of each such County's respective water, wastewater, and reclaimed water facilities.

- a. Each County shall also be solely responsible for any additional specially allocated costs pertaining to that County's own water, wastewater, and reclaimed water systems, in such amount as specifically approved by the Board of County Commissioners for that County, as requested by the Board of Directors of the NFWUA, to be separately paid by that County to NFWUA within thirty (30) days of such final authorization and approval for payment.
- b. No County shall be required to contribute any additional sums. The Counties may, however, from time to time pay such additional sums as may be approved by their respective Boards of County Commissioners. Counties shall have no liabilities of any kind under this Agreement except for payment of the above-referenced sums.

### **IV. BOARD OF DIRECTORS**

- a. The NFWUA shall be managed by a Board of Directors (the "Board"). The Board is charged with fulfilling the purposes and goals of this Agreement by providing water, wastewater, and reclaimed water maintenance and operational services to the Counties' respective water, wastewater, and reclaimed water facilities. The Board shall make all policies for the administration, fees, rates, charges, collections, enforcement, operation, maintenance, extension, enlargement, development, replacement, and repair of these utility systems.

### **V. DURATION**

- a. The Board shall continue in existence until dissolved by a joint resolution of the Boards of County Commissioners for Columbia and Suwannee Counties. Any such joint resolution, if adopted by both Counties, shall be filed with the Clerks of the Circuit Courts of the participating Counties prior to its becoming effective.
- b. Any one County may withdraw from this Agreement at any time by giving 180 days written notice to the Board, accompanied by a Resolution of that County's Board of County Commissioners authorizing withdrawal from this Agreement.
- c. A County may be added to this Agreement upon submission of a resolution from the Board of County Commissioners for that County (the "applicant County") requesting membership and agreeing to abide by the terms and conditions of this Agreement. Upon submission, the Board shall cause to be submitted to each of the member Counties true copies of the applicant County's resolution together with a statement from the Board indicating the financial and practical feasibility of adding the applicant County under this Agreement. Upon approval by a simple majority of the member Counties, indicated by resolutions, the Board shall cause to be recorded in the official records of each of the member Counties those resolutions indicating approval of the applicant County as well as the applicant County's resolution indicating its willingness to be bound by this Agreement.
- d. Funding contributions by a new County pursuant to above, shall be as outlined in Section III, above.

#### **VI. BOARD COMPOSITION, OFFICERS, AND MEETINGS**

- a. The Board initially shall be composed of two (2) members from each of the Counties. Each Board member shall be appointed by his or her respective Board of County Commissioners for a term of one year or until a successor is appointed.
- b. In the event of the addition of another member County, there shall be two Board seats created for each new member County, filled and held in accordance with this agreement.
- c. In order to ensure an odd number of members of the Board, the members of the Board as appointed by the Boards of County Commissioners shall nominate and appoint one additional member to the Board, who shall be a resident of one of the Counties, for a term of one year or until a successor is appointed.
- d. Vacancies shall be filled by the appropriate Board of County Commissioners, or by the Board as to the additional member of the Board, making sure that each County has at least two (2) appointed representatives on the Board at all times.
- e. The Board shall elect by majority vote from among its members a Chairperson and Vice-Chairperson. The Vice-Chairperson shall not be an appointee of the same Board of County Commissioners that appointed the Chairperson. The term of each office shall be one year or until a successor in office is elected.
- f. The Board shall meet at least once each quarter or more often if deemed necessary by the Chairperson to transact the business of the Board.

- g. A quorum for the purpose of transacting business shall be a simple majority of the full Board membership. A simple majority of a quorum shall be necessary to decide any question.
- h. The Board may adopt bylaws consistent with this Agreement to govern the conduct of its meetings and the taking of official action pursuant to the Board's enumerated powers.

## **VII. POWERS**

- a. The Board shall have the power and authority to accept funds appropriated to it by any governmental body or other sources. It may apply for and receive grants and donations of all kinds. All such collected funds may be lawfully expended for any purpose under this Agreement. The Board shall have the independent authority, or with the assistance of the participating parties hereto, to enforce all rules, regulations and policies adopted pursuant to this Agreement, and may resort to any available legal process for this purpose.
- b. In addition, the Board shall have the authority:
  - 1. To sue and be sued;
  - 2. To adopt, use and alter at will, a corporate seal;
  - 3. To acquire, purchase, hold, lease as a lessee, and use any whole or fractional interest in real or personal property, both tangible and intangible, as necessary or desirable for carrying out the purposes of the Board, and to sell, lease as lessor, transfer or dispose of any property or interest therein acquired by the Board;
  - 4. To review and approve the establishment of rates, fees, and other charges for the services and facilities within the areas of operation and, if deemed appropriate, to set, alter, charge and establish rates, fees, and other charges to ensure that same are just and equitable;
  - 5. To make contracts and to execute all instruments necessary for carrying on the Board's business;
  - 6. To accept gifts or grants or loans of money or other property to the Board to be lawfully expended according to the purposes of this Interlocal Agreement;
  - 7. To enter into contracts, leases, or other transactions with any state or federal agency or with any other public body of the state, including municipalities, school districts, and other authorities;
  - 8. To borrow money and issue evidence of indebtedness as permitted or provided by law. The cost of debt service shall be included in NFWUA's annual budget; and
  - 9. To develop water conservation and related plans, and to coordinate planning and programs with appropriate municipal, county, regional, and state agencies located within the NFWUA region.

- c. Each member of the Board shall attend and maintain training as required by state, regional, or federal regulatory authorities, if any.

## **VIII. PERSONNEL AND SERVICES**

- a. The Board may employ a Secretary to the Board, and such other persons, firms, or corporations as it deems necessary to provide adequate administrative, clerical, professional, and technical assistance and services to conduct Board business. The Board may determine the qualifications and fix the compensation of such persons, firms or corporations, and make its elections as to service providers pursuant to Florida law. Budget and funding for said staff and services shall be established by the Board.
- b. The Board shall appoint a NFWUA Administrator who shall serve at the pleasure of the Board and shall have the exclusive day to day authority and full command and control over NFWUA's administrative, human resources, training, operational, security, and logistics affairs. The Administrator shall be employed pursuant to an individual, written contract which shall be negotiated and entered between the Administrator and the Board. In addition, the Board may provide for a written and approved incentive compensation plan based on achievement of service standards adopted by the Board. In addition to pursuing the directed goals and purposes as stated above, the Administrator shall be charged with and have authority for the following:
  - i. Employ, contract with, train, and/or terminate all subordinate personnel for NFWUA. Subject to Board approval, the Administrator shall develop policies and procedures as to all human resources functions and, if approved by the Board, the Administrator shall be charged with ensuring compliance with all such policies and procedures.
  - ii. Upon recommendation of the Board's staff attorney, and with the consent and approval of the Board, compromise, settle, or dismiss any litigation, legal proceedings, claims, demands, or grievances which may be pending for or on behalf of, or against NFWUA, as applicable. Litigation of claims or demands against the NFWUA shall at all times be pursued as provided by and in accordance with Florida Law and applicable court rules.
  - iii. Serve as the Board's contact as to all matters relating to daily operations of NFWUA. Circumvention of this subsection by any member of the Board resulting in that Board member directing or personally influencing the day to day administrative, financial, security, logistical, or operational affairs of the NFWUA may constitute official misconduct by that member of the Board.
  - iv. Have the authority to negotiate the terms and conditions of contracts or agreements necessary for the operation of NFWUA. Notwithstanding this

subsection, no contracts or agreements shall be binding upon NFWUA unless and until approved by the Board.

- v. Develop and set administrative and operational policies, schedule of rates, fees, and charges, regulations, rules, and procedures for the operation of NFWUA, subject to approval by the Board and compliance with all local, state, and federal laws, and regulations.
- vi. Shall immediately inform the Board on all urgent or important matters as determined in the judgment of the Administrator.

#### **IX. ANNUAL AUDIT**

- a. The Board and NFWUA shall have all books, records, and accounts in the control of the Board or NFWUA audited annually and shall provide copies of the audit to all Board members and to any federal, state, or local government agencies that require review of said audits. Audit of the immediate previous fiscal year shall commence not later than December 1 of each year.

#### **X. OWNERSHIP AND OPERATION**

- a. It is the intention at that time of entering this Agreement that upon further authorization and approval by each affected County, and the approval of the Board itself, that the Board shall own and operate all of the combined water, wastewater, and reclaimed water system assets of the Counties in accordance with such rules and policies as it may adopt with the assistance of the Administrator. In the event such conveyance of ownership occurs, this Agreement may be revisited for purpose of constituting future Boards.

#### **XI. BUDGET AND FINANCIAL STATEMENT**

- a. The Administrator shall prepare and submit a proposed annual budget for the operation of the systems, with the pro forma proportionate breakdown by County for the upcoming fiscal year, and shall do so at least sixty (60) days in advance of each fiscal year for consideration and approval by the Board. The Administrator shall also file with the Board a financial report on or before each regularly scheduled Board meeting showing the financial status of NFWUA and the disposition of any funds received from the system as well as any other funds provided for the system's operation. The Administrator may make line-item adjustments to the budget but shall obtain Board approval for any changes that will or may affect the budget totals. Any expansion of fiscal responsibility of any County beyond that which has previously been authorized and approved of by that County pursuant to this Interlocal Agreement must be separately authorized and approved by the formal action of that County's Board of County Commissioners. For any fiscal year or portion thereof during which the respective Counties' utility systems are owned separately by each respective County, the Administrator shall



breakout the budget and financial reports to correspond appropriately to each such separate County owned utility system.

**XII. PROHIBITED ACTS**

- a. Except for the purposes of an inquiry, members of the Board shall deal with the affairs of the NFWUA solely through the Administrator and neither the Board nor any member thereof shall publicly or privately give orders to any subordinate of the Administrator.

**XIII. SPECIAL SESSIONS OF THE BOARD**

- a. The Board shall annually take up for consideration the status of the Counties' respective water, wastewater, and reclaimed water systems being maintained and operated by the NFWUA, including the policies, rates, fees, charges, maintenance, repairs and replacements, expansion, financing, and management of the system. The Board shall thereafter make recommendations to the Boards of County Commissioners for modification of this Agreement as are determined appropriate or shall make a finding that no changes are in order as of that meeting.

**XIV. EFFECTIVE DATE**

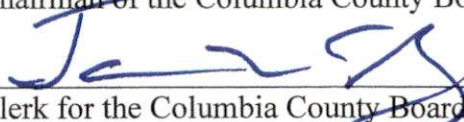
- a. This agreement shall take effect immediately upon its approval by each County's Board of County Commissioners. This Agreement shall be filed pursuant to section 163.01(11), Florida Statutes.

**IN WITNESS WHEREOF** the Boards of County Commissioners of Columbia County and Suwannee County, Florida, have each entered into this agreement and have caused it to be executed by their duly authorized officers.

**COLUMBIA COUNTY, FLORIDA**

A political subdivision of the State of Florida

SIGNED:   
Chairman of the Columbia County Board of County Commissioners

ATTEST:   
Clerk for the Columbia County Board of County Commissioners

DATE: April 18, 2024

**SUWANNEE COUNTY, FLORIDA**

A political subdivision of the State of Florida

SIGNED: \_\_\_\_\_  
Chairman of the Suwannee County Board of County Commissioners

ATTEST: \_\_\_\_\_  
Clerk for the Suwannee County Board of County Commissioners

DATE: 04.16.24



# GRADY H. WILLIAMS, JR., LL.M.

ATTORNEYS AT LAW, P.A.

Grady H. Williams, Jr., LL.M.\*

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May 03, 2024

Special District Accountability Program  
107 East Madison Street, MSC-160  
Tallahassee, Florida 32399-2100

Re: Initial Submission for North Florida Water Utility Authority ("Authority")

Greetings:

Enclosed please find the following submissions:

- (i) Special District's Creation Document. Copy of fully executed Interlocal Agreement between Columbia County, Florida; and Suwannee County, Florida, each a political subdivision of the State of Florida, forming the Authority;
- (ii) Status Statement. The Authority is an independent special district of the State of Florida by virtue of the respective county's entry into the interlocal agreement, created a single, separate legal entity pursuant to general law s. 163.01(7), Florida Statutes, and by virtue of the definition of "independent special district" under s. 189.012(3), Florida Statutes.
- (iii) Map of the Special District. See enclosed map. As required by statute, this is "[a] map of the special district clearly showing the following, if applicable: a. The special district's boundaries b. Municipal boundaries, if any, crossing the special district's boundaries c. County lines if the special district is in more than one county."
- (iv) Registered Agent Information. The initial registered agent for the Authority is David Kraus, 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32005, Phone: 386-758-1005, Fax: 386-758-2182, email: david\_kraus@columbiacountyfla.com.

Please advise if you have any questions or need any additional information to add the Authority to the Official List of Special Districts. Thank you.

Sincerely,

Grady H. Williams, Jr., LL.M.



## Official List of Special Districts Special District Profiles (1)

Report Created May 08, 2024

### *North Florida Water Utilities Authority*

<b>Registered Agent's Name:</b>	Mr. David Kraus
<b>Registered Office Address:</b>	135 N.E. Hernando Avenue, Suite 203 Lake City, Florida 32056
<b>Job Title:</b>	
<b>Telephone:</b>	(386) 758-1005
<b>Fax:</b>	(386) 758-2182
<b>E-Mail:</b>	<a href="mailto:david_kraus@columbiacountyfla.com">david_kraus@columbiacountyfla.com</a>
<b>Website:</b>	Due by the end of the first full fiscal year after creation.
<b>Active or Inactive:</b>	Active
<b>Status:</b>	Independent
<b>County(ies):</b>	Columbia, Suwannee
<b>Local Governing Authority:</b>	Columbia County and Suwannee County
<b>Special Purpose(s):</b>	Water and/or Wastewater Systems
<b>Date Created / Established:</b>	April 18, 2024
<b>Creation Documents:</b>	Interlocal Agreement Dated April 16, 2024
<b>Statutory Authority:</b>	Sections 125.01(1) and 163.01, Florida Statutes
<b>Governing Body:</b>	Appointed
<b>Authority to Issue Bonds:</b>	No
<b>Revenue Source:</b>	County Contributions
<b>Most Recent Update:</b>	May 8, 2024
<b>Creation Method:</b>	General Law

Governmental Water and Wastewater Entities on FloridaCommerce's Official List of Special Districts maintained by the Special District Accountability Program:

**Category "A" - Formed by Special Act of the Legislature**

Alligator Point Water Resources District  
Cedar Key Water and Sewer District  
Clay County Utility Authority (FYI, I am outside general counsel to this one)  
Collier County Water-Sewer District  
Eastpoint Water and Sewer District  
Emerald Coast Utilities Authority  
Englewood Water District  
Homosassa Special Water District  
Immokalee Water and Sewer District  
Key Largo Wastewater Treatment District  
Lake County Water Authority  
Marion County Utility Authority  
South Seminole and North Orange County Wastewater Transmission Authority  
Tohopekaliga Water Authority

14 total

**Category "B" - Like us, "North Florida Water Utility Authority" - formed by Interlocal Agreement under F.S. s. 163.01, as authorized by general law**

Big Bend Water Authority  
City-County Public Works Authority  
Nature Coast Regional Water Authority  
Okeechobee Utility Authority  
South Central Regional Wastewater Treatment and Disposal Board

Currently 5 total, we would be 6

**Category "C" - Dependent Special Districts - pertaining to one jurisdiction - created by local ordinance**

American Beach Water and Sewer District - Nassau County  
Barefoot Bay Water and Sewer District - Brevard County  
City of Riviera Beach Utility Special District - City of Riviera Beach  
Hernando County Water and Sewer District - Hernando County  
St. Lucie County Water and Sewer District - St. Lucie County  
Suwannee Water and Sewer District - Dixie County  
Taylor Coastal Water and Sewer District - Taylor County  
Wildwood Utility Dependent District - City of Wildwood

8 total

**Unicorn Category** - the original Regional Water Supply Authority - created under Interlocal Agreements and Joint Resolution - under F.S. s. 163.01, as authorized by general law

Tampa Bay Water, a Regional Water Supply Authority  
*formerly* West Coast Regional Water Supply Authority, the specific subject of F.S. s. 373.715

This is a true wholesale supplier, and the leading example in the state. It is a product of the "Tampa Bay Water Wars", which dated from the 1970's prior to the implementation and formation of this regional authority.

**Category "D"** - Regional Water Supply Authorities - formed by Interlocal Agreement(s) under F.S. s. 163.01 and F.S. s. 373.713

Polk Regional Water Cooperative - multiple municipalities and Polk County  
Withlacoochee Regional Water Supply Authority - Citrus, Hernando, Marion, and Sumter Counties

NFWUA is interested in pursuing this as a future possibility. These appear to be true wholesale suppliers.

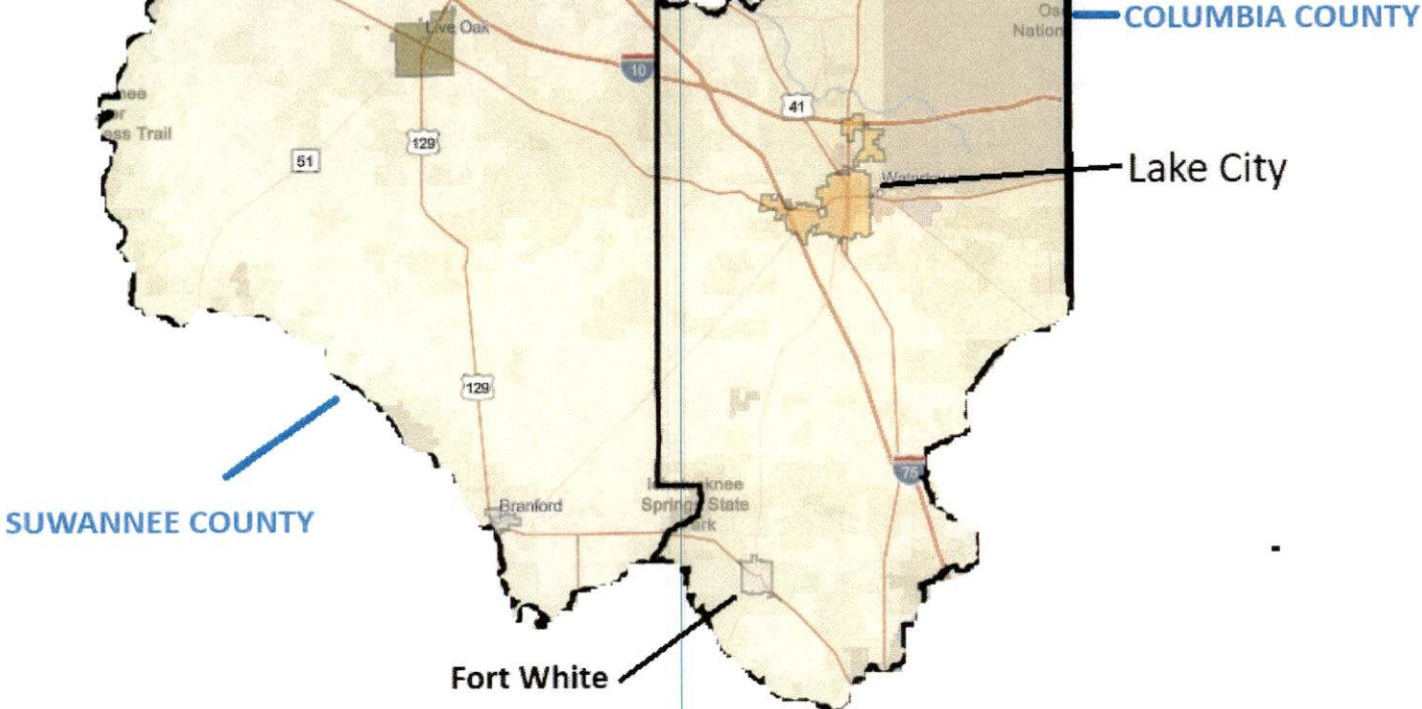
2 total

**Other - Not a Special District**

*Not* on the list of Official Special Districts is the other unicorn, Florida Governmental Utility Authority, and is self described and identified as "a legal entity and public body created by interlocal agreement pursuant to s. 163.01(7), F.S."



North Florida Water Utility Authority map



Columbia County  
Board of County Commissioners

Minutes of  
**September 27, 2023**

The Columbia County Board of County Commissioners met in a Regional Utilities Issues and Opportunities Meeting at the Duval Place Building at 11:00 a.m.

Commissioners in Attendance: **Rocky Ford and Robby Hollingsworth**

Others in Attendance: **Franklin White**, Suwannee Co. Commissioner  
Greg Bailey, NFPS  
Brian Roche, NFPS  
Tim Alexander, Suwannee River Water Mngt  
Ben Glass, Suwannee River Water Mngt  
David Kraus, Columbia County Manager  
Kevin Kirby, Asst. Columbia County Manager  
Steve Roberts, Columbia County Utility Director  
Staz Guntek, Project Development Manager  
Gary Godwin, Hamilton County Coordinator  
**Travis Erixton**, Hamilton Co. Commissioner  
Greg Scott, Suwannee County Administrator  
Tricia Carter, Columbia Co. Deputy Clerk

**Opening**

Greg Bailey from North Florida Professional Services stated a resolution was prepared at the last meeting for all the counties that were present. There were originally five counties interested in forming this committee. Four counties approved the resolution to continue. Union County opted not to continue as part of the committee. The four counties that will be moving forward are Baker, Columbia, Hamilton, and Suwannee counties. CM David Kraus commented that this committee is coming together today to create a more formal structure for moving forward.

**Committee Organization**

The committee will consist of representatives from Baker County, Columbia County, Hamilton County, and Suwannee County. Representatives from North Florida Professional Services and Suwannee River Water Management will also be a part of the committee. The representatives agreed to name the committee The North Florida Regional Utilities Committee. The resolution asked for each county to appoint one commissioner and their county manager as members of committee. Therefore, each



county will have two voting members on the committee. The committee will not have the power to obligate any county to any form of expenditures. This committee will be an advisory committee. The following positions were appointed by the committee.

1. Chair – Rocky Ford, Columbia County Commissioner.
2. Vice Chair – Franklin White, Suwannee County Commissioner.
3. Secretary – Shannon Roberts, Suwannee County

### **Meeting Schedule**

The committee agreed to meet the second Wednesday of each month at 11:00 a.m. at the Duval Place Building.

### **Open Discussion**

Staz Guntek stated this committee would need to decide how they would want to structure a regional utility to help determine future grant options as well as creating a business model. Discussion ensued.

The committee agreed for each county to take an inventory of all their utility assets with their condition and to bring that information back to the next meeting. Each county will also compile a personnel list with contact numbers and customer lists for the next meeting. Discussion ensued.

Greg Bailey, NFPS, suggested that the Suwannee River Water Management give a presentation on water supply in our area at the next scheduled meeting.

### **Next Advertised Meeting**

The next meeting is scheduled for November 8<sup>th</sup>, 2023.

### **Adjournment**

There being no further business, the meeting adjourned at 11:57 a.m.

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Rocky Ford, Chairman

ATTEST:

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James M. Swisher, Jr.  
Clerk of Circuit Court

Columbia County  
Board of County Commissioners

Minutes of  
**November 8, 2023**

The Columbia County Board of County Commissioners met in a Regional Utilities Issues and Opportunities Meeting at the Duval Place Building at 11:00 a.m.

Commissioners in Attendance: Rocky Ford and Timothy Murphy

Others in Attendance:	Franklin White, Suwannee County BOCC Greg Bailey, NFPS Brian Roche, NFPS Emily Ducker, Suwannee River Water Mngt Ben Glass, Suwannee River Water Mngt Shannon Roberts, Suwannee County Admin. Kevin Kirby, Asst. Columbia County Manager Steve Roberts, Columbia County Utility Director Elizabeth Ott, Columbia County Utilities James Croft, Baker County BOCC Sara Little, Baker County BOCC Tom Ottum Tricia Carter, Columbia Co. Deputy Clerk
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**Review of Minutes From 9/27/2023 Meeting**

Shannon Roberts, Suwannee County Administration, asked for direction on how the committee would like to review and approve the minutes for the Regional Utility meetings. It was agreed upon that Shannon will circulate the minutes from the September 27<sup>th</sup>, 2023 meeting to all the counties involved. If there aren't any adjustments or corrections needed, then he will have the minutes added to the next regularly scheduled meeting for approval. Franklin White, Suwannee County BOCC, asked if there needed to be a vote on the minutes. Commissioner Ford stated that this committee was not a formal board so therefore they could not officially vote on anything.

**Grant Options for Regional Utilities**

Commissioner Ford stated that Staz Guntek, Columbia County Project Development Manager, was going to present grant options to the committee, but was unable to attend this meeting. Therefore, this agenda item will be added to the next regularly scheduled meeting.

## **Suwannee River Water Management District**

### **1. Presentation: Northeast Florida Regional Water Supply**

Emily Ducker, Suwannee River Water Management, gave a presentation on the 2023 North Florida Regional Water Supply Plan. See attached. Discussion ensued.

Shannon Roberts posed a question about the funding of water treatment projects. Emily Ducker stated there are some federal funding opportunities. Ben Glass, Suwannee River Water Management, stated that working together at a regional level will benefit the area. Emily Ducker stated that the Suwannee River Management project teams would be able to put together a presentation and present to the committee what they are currently doing and looking at as far as project updates. Shannon Roberts stated he would like to see what the Suwannee River Water Management District recommendations would be at the county level so that counties could start preparing now for the future. Ben Glass recommended the next step for the committee would be to have the projects team come and give their presentation. Discussion ensued.

## **Review of County Utility Asset Inventories**

Committee agreed to move this agenda item to the next regularly scheduled meeting.

## **Open Discussion**

No comments.

## **Next Advertised Meeting**

The next meeting is scheduled for December 13<sup>th</sup>, 2023 at 11:00 a.m.

## **Adjournment**

There being no further business, the meeting adjourned at 12:07 p.m.

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Rocky Ford, Chairman

ATTEST:

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James M. Swisher, Jr.  
Clerk of Circuit Court

Regional Utility Advisory Committee Meeting  
Columbia County

Minutes of  
**February 14, 2024**

Meeting of Regional Utility Advisory Committee was held at the Tourist Development Council Conference Room at 971 W. Duval Street, at 11:00am. Meeting was called to order with the Pledge of Allegiance by Commissioner White (Suwannee) called to order at 11:15 am.

**Commissioners in Attendance:** Commissioner Ford (Columbia)  
Commissioner Murphy (Columbia)  
Commissioner White (Suwannee)  
Commissioner Sara Little (Baker)  
Commissioner James Croft (Baker)

Commissioner Murphy (Columbia) was present telephonically until he arrived in person at 12:14 pm.

**Others in Attendance:**

Greg Bailey, North FL Professional Services  
Brian Roche, North FL Professional Services  
Jennifer Daniels, Economic Director  
Shannon Roberts, Suwannee County Admin.  
David Kraus, Columbia County Manager  
Steve Roberts, Columbia County Utility Director  
Grady Williams, Attorney  
Chad Wainwright, Utilities Services Coordinator  
Staz Guntek, Project Developer (Columbia)  
Jamie Wachter, Lake City Reporter  
Stew Lilker, Columbia County Observer  
Amber Taylor, Columbia Co. Deputy Clerk

Commissioner White (Suwannee), turned the meeting over to Commissioner Ford (Columbia) as he rejoined the meeting at 11:18 am.

## **New Business**

Presentation of proposed Interlocal Agreement (attached) by Attorney Grady Williams, pertaining to the formation of the North Florida Water Utilities Authority Board. Attorney Williams gave a brief overview of the proposed Interlocal agreement. Commissioner Ford (Columbia) suggests that this board be independent with no ownership.

Commissioner Croft offered copies of the Interlocal Agreement between Baker, Bradford and Union counties, as a reference point and example during the formation of the board.

Discussion Ensued.

Mr. Kraus (CM) asked if pending legislation on Special Districts will effect board formation. Attorney Williams, will have clarification at next meeting, on this topic.

Discussion Ensued.

## **Suwannee County Asset Review:**

Powerpoint presentation (available online) by Mr. Shannon Roberts on the following:

- Catalyst Industrial Park Water Services
- County Road #137 Water Treatment Plant
- County Road #136 Wastewater Treatment Plant

Highlights of Presentation:

Suwannee County is currently waiting on \$11.2 million grant to be used on construction for wastewater plant.

County Road #137 water plant operations are outsourced.

Trulieve, A Medical Cannabis Dispensary is expected to expand in Suwannee County in the future, therefore the utility needs will be adjusted as needed going forward.

Davis Kraus, County Manager offered comment in an example of how Columbia County operates with Ft White and Ellisville utilities. Mr. Kraus suggested uniform systems for participating counties.

Discussion ensued.

**Columbia County Asset Review:**

- Ellisville Water Treatment Plant
- Ellisville Water Distribution
- Ft White Water Treatment Plant
- Ft White Water Distribution
- Mason City (submersible wells)

Columbia County received a \$5.5 million dollar grant towards the construction of a water plant. Still in need of additional funds to complete this project.

Columbia County is in possession of the Lance Water System and have been court ordered to keep this system operating.

Mr. Lilker questioned the board as to will waste water be ran in the pipes that are being installed.

Mr. Kraus (CM) responded with a deferment to Ft White officials. The answer will be determined by the addition of the sewer plant to the town of Ft White.

Discussion Ensued.

**Open Discussion**

Commissioner Ford asked to move forward with presenting the Interlocal Agreement to the prospective boards for approval. Commissioner White agreed that each representative should present the Interlocal Agreement to their boards.

**Next Advertised Meeting**

March 13<sup>th</sup> at 11:00 am Tourist Development Council Conference Room

**Adjournment**

There being no further business, meeting adjourned at 12:35 pm by Commissioner Ford

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Rocky Ford, Chairman

ATTEST:

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James M. Swisher, Jr.  
Clerk of Circuit Court

# **Regional Utility Advisory Committee Meeting**

**March 13<sup>th</sup> 2024**

The Regional Utility Advisory Committee met at 11:00 AM in the executive conference room at the Tourist Development Center, for a regular scheduled meeting. The meeting opened with the Pledge of Allegiance to the Flag of the United States of America.

## **Commissioners for Columbia County in Attendance:**

Rocky Ford and Tim Murphy

## **Commissioners for Suwannee County in Attendance:**

Franklin White

## **Others in Attendance:**

David Kraus, County Manager (“CM”)

Steve Roberts, Columbia Utility Director

Staz Guntek, Project Development Manager

Shannon Roberts, Suwannee County Admin.

Brian Roche, N FL Professional Services

Grady Williams, Attorney

Jennifer Daniels, Economic Development

Amber Taylor, Deputy Clerk

**Public Comments:** None

## **North Florida Water Utilities Authority:**

Discussion pertaining to the proposed North Florida Water Utilities Authority Inter-local Agreement ensued.

Commissioner Ford and Commissioner White attended the Hamilton County Board of County Commissioners meeting during the previous week to inquire about Hamilton County’s participating in the Regional Committee. Hamilton County’s size combined with such a large financial obligation is cause for concern and does cause Hamilton County to be reluctant.



Commissioner Murphy referenced a Columbia County Board of County Commissioner's meeting where the formation of the Utility Committee was discussed.

Commissioner White has passed the proposed Contract for Formation onto Suwannee County's Attorney for review and directive regarding possible approval to moving forward.

Budgetary concerns and participation were addressed by Commissioner Ford. Establishing financial concerns for the Regional Utility Committee needs to be addressed. There should be discussion regarding startup fees to be implemented for each county wishing to join the Joint Utility Committee, as well as fees for those counties wishing to join at a later date. Each participating county should also have a representative on the Regional Utility Board.

Discussion ensued regarding subcontracting the maintenance and operations aspect of utilities.

Mr. Roche offered input for consideration on other existing co-operative committees that he is personally familiar with.

Commissioner Ford proposed for Mr. Guntek to become part of the Regional Utilities Committee; Mr. Guntek accepted. Commissioner Ford asked Mr. Kraus for his approval on the suggestion. Mr. Kraus approved Commissioner Ford's suggestion.

**Open Discussion:**

Commissioner Murphy initiated discussion regarding State Road 98 Utilities, where a city and two counties formed a similar co-operative committee.

Commissioner Ford suggested a deadline date be established for counties interested in participating in the Regional Utility Committee.

**Next Advertised Meeting:**

April 10<sup>th</sup> at 11:00 AM in the Tourist Development Council Conference Room.

**Adjournment:**

There being no further business, the meeting adjourned at 11:51 AM.

ATTEST:

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Rocky Ford, Commissioner

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James M. Swisher, JR.  
Clerk of Circuit Court & Columbia Comptroller