

# **North Florida Water Utilities Authority**

## **Board of Directors**

### **Meeting Agenda**

**September 4, 2024**

**9:30 AM**

**Suwannee County Judicial Annex  
218 Parshley Street SW  
Live Oak, FL 32064**

**Pursuant to s.s. 189.015 and 286.011, F.S. this public meeting of the Authority shall be conducted in-person at the noticed public forum. Members of the public are welcomed and encouraged to attend in person, as live digital streaming is not available for this public meeting.**

**PLEASE BE ADVISED THAT ANYONE WANTING TO APPEAL AN OFFICIAL DECISION OF THE NORTH FLORIDA WATER UTILITIES BOARD MADE ON ANY SUBJECT AT THE MEETING MUST HAVE A VERBATIM RECORD OF THE MEETING THAT INCLUDES THE TESTIMONY AND EVIDENCE ON WHICH THE APPEAL IS BASED.**

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## **AGENDA**

1. Call to Order
2. Pledge
3. Roll Call
4. Additions and Deletions
5. Adoption of the Agenda

**PUBLIC HEARINGS**

6. FY 2023-24 Budget (Partial Year) - **(A1-A4)**  
Adoption of NFWUA Resolution No. 2024-002
7. FY 2024-25 Budget - **(B1-B4)**  
Adoption of NFWUA Resolution No. 2024-003

**Presentations to the Board**

8. Mike McWaters, Executive Director, Suwannee Valley Electric -
9. Ben Scott, BoCC Finance Director, Columbia County Clerk of Courts-  
Discussion and questions pertaining to the administration of the Executive Directors pay and benefits package.
10. Nathan Thornton, MuniCreative, Inc. / The NET Group -  
Presentation and request for final approval of the NFWUA Website Design.

**Discussion and Action**

11. 5<sup>th</sup> NFWUA Board Member Applicant Introductions and Interviews.  
Nomination and approval of 5<sup>th</sup> NFWUA Board Member. **(D1-D10)**
12. Approval - Private Attorney Contract Services Agreement - Grady H. Williams, Jr. - **(E1-E17)**
13. Approval - Utility Rate Study – Request for Qualifications (RFQ) **(H1-H10)**
14. Appointment of the “NFWUA Executive Director Employment Applications” review and ranking committee.
15. Approval of Annual NFWUA meeting schedule. **(J1)**

**Board/Public Comments**

16. Public Comments
17. Board Comments
18. Announcement: Next NFWUA Meeting Date
19. Adjournment

**NOTICE OF BUDGET HEARING -  
INITIAL PARTIAL FISCAL YEAR**

**The North Florida Water Utilities Authority (NFWUA) shall review for proposed adoption a budget for its initial fiscal year, beginning on April 18, 2024, and ending on September 30, 2024. A public hearing to make a FINAL DECISION on the budget will be held at 9:30 a.m., or as soon thereafter as may be heard, on September 4, 2024, at Suwannee County Judicial Annex, 218 Parshley Street SW, Live Oak, FL 32064.**

**NORTH FLORIDA WATER UTILITIES AUTHORITY**

**BUDGET**

For the Year Ending September 30, 2024

	<u>2023-24</u>
	Initial
	<u>Budget</u>
<b>REVENUES</b>	
<b>Intergovernmental Revenue</b>	
Grant from Columbia County	\$ 100,000
Grant from Suwannee County	100,000
<b>Total Intergovernmental Revenue</b>	<u>200,000</u>
<b>Miscellaneous Revenue</b>	
Interest Earnings	-
<b>Total Miscellaneous Revenue</b>	<u>-</u>
<b>Total Revenues</b>	<u>200,000</u>
Less 5% of Revenues	<u>(10,000)</u>
Estimated Beginning Cash	-
<b>TOTAL REVENUES, TRANSFERS AND BALANCES</b>	<u><u>\$ 190,000</u></u>
<b>APPROPRIATIONS</b>	
<b>Physical Environment</b>	
<b>Operating Expenses</b>	
Personal Services	\$ -
Contractual Services	78,500
Insurance	-
Office Supplies	2,500
<b>Total Water &amp; Sewer Expenses</b>	<u>81,000</u>
<b>Total Appropriations</b>	<u>81,000</u>
<b>RESERVES</b>	
Contingency	8,100
Cash Balances Forward	100,900
<b>Total Reserves</b>	<u>109,000</u>
<b>TOTAL APPROPRIATED EXPENDITURES</b>	<u><u>\$ 190,000</u></u>
<b>TRANSFERS, RESERVES AND BALANCES</b>	

**NORTH FLORIDA WATER UTILITIES AUTHORITY  
RESOLUTION NO. 2024-02**

**A RESOLUTION OF THE BOARD OF  
DIRECTORS OF THE NORTH FLORIDA  
WATER UTILITIES AUTHORITY ADOPTING  
FISCAL YEAR 2024 INITIAL PARTIAL  
ANNUAL BUDGET; PROVIDING AN  
EFFECTIVE DATE.**

WHEREAS, the initial partial annual budget for the North Florida Water Utilities Authority (the "Authority") for Fiscal Year 2024, beginning on the effective date of formation of the Authority on April 18, 2024, and continuing through September 30, 2024, incorporates anticipated revenues and expenditures for all utility assets, facilities, infrastructure, and systems to be maintained or operated by the Authority for such period; and

WHEREAS, Article XI.a. of the Interlocal Agreement by and between Columbia County, Florida, and Suwannee County, Florida, as the participating counties, which created the Authority as a multicounty, independent special district of the State of Florida pursuant to general law, and s. 189.016, Florida Statutes, re Reports; budgets; audits of special districts of the State of Florida, direct and require that the Authority adopt its annual budget for the current initial partial fiscal year; and

WHEREAS, the consultant performing the interim duties of the administrator (i.e., Executive Director function) for the Authority, with the direction and input of the County Manager and Administrator for the participating counties, has prepared and submitted a tentative budget for Fiscal Year 2024, and the Authority has duly published notice of its public hearing to consider the final adoption of its annual budget for Fiscal Year 2024; and

WHEREAS, the Authority has published its proposed budget for Fiscal Year 2024, the final version of which is attached hereto as Exhibit "A" and herein incorporated by reference; and

WHEREAS, at or about 9:30 a.m., or as soon thereafter as may be heard, on this 4<sup>th</sup> day of September, 2024, the Board of Directors for the Authority has conducted a duly noticed public hearing on the Authority's proposed final adoption of the proposed budget for Fiscal Year 2024; and

WHEREAS, the Authority finds that it is in its best interest, and in the best interest of its ratepayers as a whole, and of the citizens and residents of Columbia and Suwannee Counties, Florida, to adopt its annual budget for Fiscal Year 2024 in the form as attached as Exhibit "A" hereto, being the same budget as published by the Board in advance of the public hearing.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH FLORIDA WATER UTILITIES AUTHORITY, an independent special district of the State of Florida, as follows:**

Section 1. The Board does hereby formally adopt and approve the Authority's annual budget for Fiscal Year 2024 in the form as attached hereto as Exhibit "A".

Section 2. This Resolution shall become effective as of April 18, 2024, being the date of formation of the Authority.

DULY ADOPTED by the Board of Directors of the North Florida Water Utilities Authority on September 4, 2024, effective retroactive to April 18, 2024, *nunc pro tunc*.

NORTH FLORIDA WATER UTILITIES  
AUTHORITY, BY ITS BOARD OF DIRECTOR

By: \_\_\_\_\_  
Rocky Ford, Chairman

ATTEST:

By: \_\_\_\_\_,  
Recording Secretary  
North Florida Water Utilities Authority

(Seal)

**NOTICE OF BUDGET HEARING -  
FISCAL YEAR 2024-2025**

**The North Florida Water Utilities Authority (NFWUA) shall review for proposed adoption a budget for FY 2024-2025, beginning on October 1, 2024, and ending on September 30, 2025. A public hearing to make a FINAL DECISION on the budget will be held at 9:30 a.m., or as soon thereafter as may be heard, on September 4, 2024, at Suwannee County Judicial Annex, 218 Parshley Street SW, Live Oak, FL 32064.**

**NORTH FLORIDA WATER UTILITIES AUTHORITY**

**BUDGET**

For the Year Ending September 30, 2025

	<u>2023-24</u>	<u>2024-25</u>
	Final Budget	Tentative Budget
<b>REVENUES</b>		
<b>Intergovernmental Revenue</b>		
Grant from Columbia County	\$ 100,000	\$ 150,000
Grant from Suwannee County	100,000	150,000
<b>Total Intergovernmental Revenue</b>	<u>200,000</u>	<u>300,000</u>
<b>Miscellaneous Revenue</b>		
Interest Earnings	-	100
<b>Total Miscellaneous Revenue</b>	<u>-</u>	<u>100</u>
<b>Total Revenues</b>	<u>200,000</u>	<u>300,100</u>
Less 5% of Revenues	<u>(10,000)</u>	<u>(15,005)</u>
Estimated Beginning Cash	-	100,900
<b>TOTAL REVENUES, TRANSFERS AND BALANCES</b>	<u><u>\$ 190,000</u></u>	<u><u>\$ 385,995</u></u>
 <b>APPROPRIATIONS</b>		
<b>Physical Environment</b>		
<b>Operating Expenses</b>		
Personal Services	\$ -	\$ 150,000
Contractual Services	78,500	220,000
Insurance	-	12,000
Office Supplies	2,500	2,500
<b>Total Water &amp; Sewer Expenses</b>	<u>81,000</u>	<u>384,500</u>
<b>Total Appropriations</b>	<u>81,000</u>	<u>384,500</u>
 <b>RESERVES</b>		
Contingency	8,100	1,495
Cash Balances Forward	100,900	-
<b>Total Reserves</b>	<u>109,000</u>	<u>1,495</u>
<b>TOTAL APPROPRIATED EXPENDITURES</b>	<u><u>\$ 190,000</u></u>	<u><u>\$ 385,995</u></u>
<b>TRANSFERS, RESERVES AND BALANCES</b>		

**NORTH FLORIDA WATER UTILITIES AUTHORITY  
RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE BOARD OF  
DIRECTORS OF THE NORTH FLORIDA  
WATER UTILITIES AUTHORITY ADOPTING  
FISCAL YEAR 2024-2025 ANNUAL BUDGET;  
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the first full fiscal year annual budget for the North Florida Water Utilities Authority (the "Authority") for Fiscal Year 2024-2025, beginning on October 1, 2024, and continuing through September 30, 2025, incorporates anticipated revenues and expenditures for all utility assets, facilities, infrastructure, and systems to be maintained or operated by the Authority for such period; and

WHEREAS, Article XI.a. of the Interlocal Agreement by and between Columbia County, Florida, and Suwannee County, Florida, as the participating counties, which created the Authority as a multicounty, independent special district of the State of Florida pursuant to general law, and s. 189.016, Florida Statutes, re Reports; budgets; audits of special districts of the State of Florida, direct and require that the Authority adopt its annual budget for its upcoming first full fiscal year; and

WHEREAS, the consultant performing the interim duties of the administrator (i.e., Executive Director function) for the Authority, with the direction and input of the County Manager and Administrator for the participating counties, has prepared and submitted a tentative budget for Fiscal Year 2024-2025, and the Authority has duly published notice of its public hearing to consider the final adoption of its annual budget for Fiscal Year 2024-2025; and

WHEREAS, the Authority has published its proposed budget for Fiscal Year 2024-2025, the final version of which is attached hereto as Exhibit "A" and herein incorporated by reference; and

WHEREAS, at or about 9:30 a.m., or as soon thereafter as may be heard, on this 4<sup>th</sup> day of September, 2024, the Board of Directors for the Authority has conducted a duly noticed public hearing on the Authority's proposed final adoption of the proposed budget for Fiscal Year 2024-2025; and

WHEREAS, the Authority finds that it is in its best interest, and in the best interest of its ratepayers as a whole, and of the citizens and residents of Columbia and Suwannee Counties, Florida, to adopt its annual budget for Fiscal Year 2024-2025 in the form as attached as Exhibit "A" hereto, being the same budget as published by the Board in advance of the public hearing.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH FLORIDA WATER UTILITIES AUTHORITY**, an independent special district of the State of Florida, as follows:

Section 1. The Board does hereby formally adopt and approve the Authority's annual budget for Fiscal Year 2024-2025 in the form as attached hereto as Exhibit "A".

Section 2. This Resolution shall become effective upon adoption.

DULY ADOPTED by the Board of Directors of the North Florida Water Utilities Authority on September 4, 2024.

NORTH FLORIDA WATER UTILITIES  
AUTHORITY, BY ITS BOARD OF DIRECTOR

By: \_\_\_\_\_  
Rocky Ford, Chairman

ATTEST:

By: \_\_\_\_\_,  
Recording Secretary  
North Florida Water Utilities Authority

(Seal)

Received  
HR  
Date: 7/8/24

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
APPLICATION FOR APPOINTMENT TO ADVISORY BOARD  
(Please Print or type)

Name of Board: Regional Utilities Date: 7/2/24

Applicant Name: John "Jack" Schoen

Email: JSchoen14@gmail.com

Street Address: 7311 180th St. Home Phone: 912.571.8834

City: Mcalpin Zip Code: 32062 Other Phone: \_\_\_\_\_

Occupation: Account Executive - Banking / Finance

Registered voter? Y Suwannee County resident? Y Commission District? 5

References:	Name	address	phone
1.	<u>Franklin White</u>	<u>Mcalpin, FL</u>	<u>386.854.0815</u>
2.	<u>Leo Mobley</u>	<u>Mcalpin, FL</u>	<u>386.249.3292</u>

Present/previous volunteer experience:

Vice pres Mcalpin Community Club

List all county and city boards on which you have previously served:

\_\_\_\_\_  
\_\_\_\_\_

Sign: [Signature]

Received by BCC: \_\_\_\_\_

Print: John Schoen

RETURN FORM TO: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
13150 80TH TERRACE  
LIVE OAK, FL. 32060  
(386) 362- 3400



# BOARD OF COUNTY COMMISSIONERS APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

Received  
HR  
Date: 6/21/24

Thank you for expressing interest to be considered for appointment to a committee, board, commission, or advisory group of the Columbia County Board of County Commissioners. The County Commission appreciates your willingness to serve your County in a volunteer capacity. Please complete this application to the best of your knowledge. You may attach a resume and any additional information you believe would assist the Board in evaluating your application.

Name: Carl D. King District #: 4

Address: 128 SW Beaver St.

City: Fort White State: FL Zip: 32035

Phone #: 386-365-0895 E-mail Address: Akingfisher1@gmail.com

How long have you resided in Columbia County? 61 years

Name your most recent occupation and employer: Registered agent for Stable Foundations Solutions

Are you registered to vote in Columbia County?  Yes.  No.

List all active professional licenses or certifications you hold: CBC 1265287

Please summarize your educational background: Associate Business ~~management~~

Please summarize your work experience: 40+ years in Electrical utility business  
Retired project management

Please list civic clubs, professional organizations, public interest groups and other not-for-profit organizations of which you are a member or in which you have been active in the last three years, particularly those in Columbia County.

- 1. Board of Directors for SLOA
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Other than your home, please list and indicate the acreage of any parcels of property in Columbia County in which you have any ownership interest:

40 acres frontage 441 S inside city limits of Lake City

Please list all corporate entities doing business in or with Columbia County in which you have any financial interest, including but not limited to ownership, employment, or any contractual relationship:

Stable Foundation Solutions Inc, C.D. King Company LLC

Please indicate in order of preference the committee, board, or council in which you have an interest\*:

- 1. Regional Utilities Board
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

\* Applicants may be appointed to no more than one board at any given time.

List three (3) personal or professional references:

- 1. Terry Dicks
- 2. Mark Hunter
- 3. Mark Urton

You may use this space for a brief biographical sketch or to list other skills you possess that you believe are relevant to the appointment you are seeking. Please indicate in the space below if you have attached your resume or any other supporting documents.

After 20 plus years in the construction side of the electrical utility side. I moved into the management side planning & Design of utility's

NOTICE:

Florida has very broad public records laws. All information provided with this application shall become a matter of public record upon submission, and will be open to public inspection. If you require special accommodations because of a disability to participate in the application/selection process, please notify the Board of County Commissioners in advance to allow for your reasonable accommodation. This application will be active for one year, after which time you must notify the Board of County Commissioners of your wish to remain an active applicant. You may be required to update any application more than one year old.

ACKNOWLEDGMENT AND CERTIFICATION

I hereby acknowledge that Columbia County or its representatives may verify any information provided herein. I further authorize the release of any information by those in possession of such information, which may be requested by the County. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that a volunteer position provides for no compensation except that as may be provided by Florida Statutes or other enabling legislation. If appointed, I understand that I shall serve at all times at the pleasure of the Board of County Commissioners.

[Signature]  
Signature

6-19-24  
Date

**Please return completed application to:  
Columbia County Board of County Commissioners  
Attn: Human Resources  
PO Box 1529  
Lake City, FL 32084  
Phone: (386) 755-4100  
Fax: (386) 758-2182**

FOR OFFICIAL USE ONLY:
Received by _____
Date received _____

*Thank you for your interest!*



# BOARD OF COUNTY COMMISSIONERS APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

Received  
HR  
Date: 7/2/24

*Thank you for expressing interest to be considered for appointment to a committee, board, commission, or advisory group of the Columbia County Board of County Commissioners. The County Commission appreciates your willingness to serve your County in a volunteer capacity. Please complete this application to the best of your knowledge. You may attach a resume and any additional information you believe would assist the Board in evaluating your application.*

Name: Tom Ottum District #: 3

Address: 319 SW Callaway Dr

City: Lake City State: FL Zip: 32024

Phone #: 386-754-2759 E-mail Address: flawoodnut295@gmail.com

How long have you resided in Columbia County? 20 Years

Name your most recent occupation and employer: Outside Plant Telephone Engineer GTE

Are you registered to vote in Columbia County?  Yes.  No.

List all active professional licenses or certifications you hold: \_\_\_\_\_

Please summarize your educational background: 3 1/2 Years Collage

Please summarize your work experience: Outside Plant Engineer for the Telephone Co. and had 110 People working for me

Please list civic clubs, professional organizations, public interest groups and other not-for-profit organizations of which you are a member or in which you have been active in the last three years, particularly those in Columbia County.

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

Other than your home, please list and indicate the acreage of any parcels of property in Columbia County in which you have any ownership interest:

\_\_\_\_\_  
\_\_\_\_\_

Please list all corporate entities doing business in or with Columbia County in which you have any financial interest, including but not limited to ownership, employment, or any contractual relationship:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate in order of preference the committee, board, or council in which you have an interest\*:

- 1. North Florida Water Utilities Authority
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

\* Applicants may be appointed to no more than one board at any given time.

List three (3) personal or professional references:

- 1. Rocky Ford
- 2. Tim Murphy
- 3. Bucky Nash

You may use this space for a brief biographical sketch or to list other skills you possess that you believe are relevant to the appointment you are seeking. Please indicate in the space below if you have attached your resume or any other supporting documents.

Was on the FT White Columbia County Utilities Advisory Board

NOTICE:

Florida has very broad public records laws. All information provided with this application shall become a matter of public record upon submission, and will be open to public inspection. If you require special accommodations because of a disability to participate in the application/selection process, please notify the Board of County Commissioners in advance to allow for your reasonable accommodation. This application will be active for one year, after which time you must notify the Board of County Commissioners of your wish to remain an active applicant. You may be required to update any application more than one year old.

ACKNOWLEDGMENT AND CERTIFICATION

I hereby acknowledge that Columbia County or its representatives may verify any information provided herein. I further authorize the release of any information by those in possession of such information, which may be requested by the County. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that a volunteer position provides for no compensation except that as may be provided by Florida Statutes or other enabling legislation. If appointed, I understand that I shall serve at all times at the pleasure of the Board of County Commissioners.

  
Signature

6/5/2024  
Date

**Please return completed application to:**  
**Columbia County Board of County Commissioners**  
**Attn: Human Resources**  
**PO Box 1529**  
**Lake City, FL 32084**  
**Phone: (386) 755-4100**  
**Fax: (386) 758-2182**

FOR OFFICIAL USE ONLY:
_____ Received by
_____ Date received

*Thank you for your interest!*

05

Roy Steven Dicks

Resume

Date of Birth 1/25/1954

Education:

1. Columbia High School 1972
2. Lake City Community College, Associate of Arts Degree 1974
3. University of Florida, Bachelor of Science, Agriculture Education 1978

Professional Experience:

1. USDA/Farmers Home Administration, County Supervisor 7/83-9/95. Supervised from 3-5 employees. Responsible for servicing and making farm loans and housing loans to citizens in 3 counties (Suwannee, Lafayette, Hamilton). Loan approval authority up to \$300,000. Also, had approval authority for Housing Appraisals, Farm Real Estate Appraisals, and Chattel Appraisals.
2. USDA/Rural Development, Rural Development Manager 10/95-7/07. Responsible for supervising local office of 4 and administering Rural Housing programs to citizens in 7 counties in North Central Florida (Jefferson, Madison, Taylor, Suwannee, Hamilton, Lafayette, and Columbia). Loan approval authority up to \$175,000. Served two terms on state EEO committee, one as chairman.
3. USDA/Rural Development, Area Specialist 7/07-12/11. Position was to administer the following programs to 12 counties in North Central Florida (Madison, Taylor, Lafayette, Suwannee, Hamilton, Columbia, Baker, Nassau, Clay, Bradford, St. Johns and Union). A. Guaranteed Business and Industrial loans, B. Value added Producer Grants, C. Energy Efficiency Programs, D. Rural Energy for America Programs (REAP). E. Community Facility programs for government and nonprofit entities. F. Water/Wastewater programs for government and nonprofits. Retired USDA 12/11.
4. Mayo Fertilizer, Assistant Credit Manager, part-time. 3/12-9/14, 10/21 to present. Review/ investigate credit applications and make recommendations on monthly credit limits.
5. Lafayette State Bank, Contract employee, 9/14-5/16. Interim Senior Loan Officer in a troubled bank that FDIC was on the verge of closing, due to poor management decisions. Supervised 14 loan department employees. Focus of employment was on cleaning up bad loan portfolio.
6. Cattle/Softwood timber/grass seed farmer, 6/16-present

Farm Experience:

1. Tobacco farmer 1968-2007 (40 years)
2. Cattle/calf producer (35+ years)
3. Private Pesticide license since 1974.
4. Cleared family farm after timber harvested, pulled and burned stumps, planted grass and replaced all fencing. Project 95% complete.
5. Other crops grown: Corn, Soybeans, Vegetables, Peanuts, Cotton, Grain Sorghum, Pine timber
6. Proficient in Equipment repair and maintenance.

Awards:

1. Future Farmers of America(FFA) - Star Chapter Farmer 1972, State Farmer Degree 1972, American Farmer Degree 1974. Participated in Parliamentary Procedure, Livestock Judging, and Tractor operations contests.
2. Numerous performance awards with USDA/RD and USDA/FmHA.
3. Semifinalist in Young Farmer/Rancher Florida Farm Bureau 1978. Member of Florida Farm Bureau from 1974-present.

Organizational participation:

1. Columbia County Farm Bureau Board of directors. Chairman of FFA Leadership Academy. Elected president of board 11/16 to present.
2. Elected to Florida Farm Bureau Board of Directors 10/22- present. Represent Columbia, Suwannee, and Hamilton Counties.
3. Member of Lake Butler Church of Christ, 50 years.



# BOARD OF COUNTY COMMISSIONERS APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

*Thank you for expressing interest to be considered for appointment to a committee, board, commission, or advisory group of the Columbia County Board of County Commissioners. The County Commission appreciates your willingness to serve your County in a volunteer capacity. Please complete this application to the best of your knowledge. You may attach a resume and any additional information you believe would assist the Board in evaluating your application.*

Name: Stephen A. Roberts District #: 3

Address: 181 NW Charlotte Gln

City: Lake City State: FL Zip: 32055

Phone #: 386-256-0393 E-mail Address: steve.roberts@outlook.com

How long have you resided in Columbia County? 33-years

Name your most recent occupation and employer: Utilities Director - Columbia County

Are you registered to vote in Columbia County?  Yes.  No.

List all active professional licenses or certifications you hold: FSU Certified Public Manager;  
State of Florida Certified Class "A" Drinking Water

Please summarize your educational background: Master's degree - Environmental Management  
(Water, Wastewater, Solid Waste, Hazardous Waste, and Air Pollution)

Please summarize your work experience: Over 40-years experience in utilities. Oversaw construction  
on three treatment plants; two drinking water and one wastewater.

Please list civic clubs, professional organizations, public interest groups and other not-for-profit organizations of which you are a member or in which you have been active in the last three years, particularly those in Columbia County.

- |                                    |                                                       |
|------------------------------------|-------------------------------------------------------|
| 1. <u>Rotary Club of Lake City</u> | 2. <u>Florida Rural Water Association</u>             |
| 3. <u>Lion's Club of Lake City</u> | 4. <u>Florida Water &amp; Pollution Control Assn.</u> |

Other than your home, please list and indicate the acreage of any parcels of property in Columbia County in which you have any ownership interest:  
None

Please list all corporate entities doing business in or with Columbia County in which you have any financial interest, including but not limited to ownership, employment, or any contractual relationship:  
None

(Over)



# Stephen A. Roberts

181 NW Charlotte Glen • Lake City, FL • 32055 • (386) 256-0393 • steve.roberts@outlook.com

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## CAREER EXPERIENCE

2023 – Present  
COLUMBIA COUNTY

*Utilities Director*

- Managing, directing, and budgeting the operation and maintenance of the Water, Wastewater, and Distribution systems.

1992 - 2021 CITY OF LAKE CITY (RETIRED)

*Positions held: Safety/Risk Management Director; Executive Director of Utilities; Assistant Executive Director of Utilities; Director of Water Treatment.*

- Under the general direction of the City Manager and Assistant City Manager: Responsible for all aspects related to Utilities and Safety and Risk as well as previous experience on managing and directing the operation and maintenance of the Water, Wastewater, Distribution and Collection, Stormwater and Natural Gas Departments to meet all State and Federal regulatory criteria. Supervised, budgeted, planned, and coordinated the operation, maintenance, and repair of the municipal facilities. Planned and coordinated work schedules, prioritized projects, and coordinated activities with other utilities and the City Public Works Department.

- Vast experience in utilities, e.g., Water, Wastewater, Distribution and Collection and Stormwater
- Water/Wastewater treatment plant construction and design
- Grant writing experience for several projects
- Budgeting

2010 – Present  
UNIVERSITY OF FLORIDA

*Adjunct Instructor*

- Classroom and online water treatment instruction for all certification levels.

## CERTIFICATIONS

- FSU - C.P.M. (Florida State University Certified Public Manager)
- State of Florida Certified Class "A" Drinking Water License

## EDUCATION

- Master's degree: Environmental Management (Water, Wastewater, Solid Waste, Hazardous Waste, and Air Pollution)

AGREEMENT BETWEEN NORTH FLORIDA WATER UTILITIES  
AUTHORITY AND  
GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A.

This AGREEMENT is entered into in Columbia County and Suwannee County, Florida, by and between the NORTH FLORIDA WATER UTILITIES AUTHORITY (the AGENCY), an independent special district of THE STATE OF FLORIDA, with its current registered office located at 135 N.E. Hernando Avenue, Suite 203, Lake City, Florida 32055, and GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A., a Florida professional association (the CONTRACTOR), located at 1543-5 Kingsley Avenue, Orange Park, Florida 32073. This AGREEMENT shall bind the parties upon its execution by their representatives, with an effective date for commencement of services hereunder beginning October 1, 2024.

WHEREAS, the CONTRACTOR will serve as outside General Counsel for the AGENCY.

WHEREAS, the CONTRACTOR has the expertise necessary to perform the duties and responsibilities outlined in this AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the

AGENCY.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR will serve as outside General Counsel for the AGENCY. The CONTRACTOR agrees to provide routine services, covered by a monthly retainer agreement of \$6,000.00 per month, plus reimbursement of third-party costs. Routine services for the current term will consist of regular recurring monthly legal services to be provided by the CONTRACTOR to include review of regular Board of Directors ("Board") agenda outlines, handouts, minutes, attend regular and emergency meetings of the Board (typically once a calendar month, rotating between Lake City, Florida, and Live Oak, Florida) and any scheduled Board public workshops, attend annual Public Rate Hearing(s), attend Board committee meetings as needed or desired by the AGENCY, attend senior management and staff meetings of the AGENCY virtually, telephonically, or as in person as needed or desired by the AGENCY, serve as qualifications or selection committee participant, as needed or desired by the AGENCY, to provide legal counsel, advice, and additional recommendations based on the CONTRACTOR's experience providing legal representation to government owned and operated water and wastewater utilities, particular experience with the AGENCY predating its formation, and general knowledge of the water, wastewater, and reclaimed water public utility industry, routine contract review, easement and developer agreement review, legal advice and opinions, legal memoranda and correspondence, ad hoc special projects drafting and contract preparation, availability

to AGENCY staff, routine title review, coordinate title orders if requested by the AGENCY; non-litigation demands and representation on general day-to-day business of the AGENCY related to its water, wastewater and reuse water utility services and operations. Litigation will be as ordered by the AGENCY at hourly rates provided by the CONTRACTOR. Routine coordination and communication with County Attorneys for the participating counties (Columbia and Suwannee), and also with other counsel for the AGENCY, such as any statewide regulatory counsel (inclusive of advisory and legal support on negotiated utilities acquisitions, CUP renewals, regulatory changes and challenges, and related SRLF financing for same), public employment/labor law counsel, local litigation counsel approved by the Board, construction law and related controversy counsel, real estate title and transactional counsel, as applicable, real estate/title attorney, and bond/public finance counsel, as the same will be included in monthly retainer amount.

### ARTICLE 3. TIME OF PERFORMANCE

This AGREEMENT shall begin on October 1, 2024, and end on September 30, 2025. The CONTRACTOR shall provide routine services and requested services within the CONTRACTOR's practice areas within a reasonable time of each such request, and for reoccurring events, either at the scheduled time of the event, such as attendance at a Board of Directors meeting, or within a reasonable time thereafter, as the context and circumstances may require. It is further contemplated that substantially all professional time provided under this AGREEMENT will be personally expended by GRADY H.

WILLIAMS, JR., LL.M., ATTORNEY, the Managing Attorney/Partner of the CONTRACTOR, onsite and/or offsite, in the performance of the CONTRACTOR's duties covered by the SCOPE OF SERVICES as set forth in ARTICLE 2., above, supplemented by the CONTRACTOR's own supporting paralegal and legal assistants staff. This is sought by the AGENCY to aid the continued professional development and team building of the AGENCY's senior management leaders and managerial staff members, and to ensure appropriate legal representation of and communications with the Board.

ARTICLE 4. CONSIDERATION

(1) Fees and costs shall be paid in accordance with the provisions of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, including Exhibit 1.

(2) Justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this contract will be reimbursed in accordance with §112.061, Florida Statutes. For the purpose of computing travel expenses, the CONTRACTOR's place of business shall be that as listed in the Preamble to this AGREEMENT and all travel expenses shall be computed on that basis.

(3) The AGENCY is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not use the AGENCY's Tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this AGREEMENT.

(4) The CONTRACTOR shall not pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(5) Payment for services shall be issued in accordance with the provisions of Florida Statutes.

(6) The AGENCY's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board, if the terms of this AGREEMENT extend beyond the current fiscal year.

ARTICLE 5. DOCUMENTATION

(1) The CONTRACTOR shall submit monthly written invoices, in accordance with the requirements of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, paragraph D, Format for Invoices, for all fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. All invoices shall be submitted to the AGENCY to the attention of Accounts Payable, at the AGENCY's registered office as provided on the first page of this AGREEMENT, with a copy to any budget, finance, or accounts payable officer identified by the AGENCY. The AGENCY's contract administrator for this AGREEMENT, or his/her designee, shall review and approve all invoices. In addition, all invoices and all warrants for payment to the CONTRACTOR shall be submitted to the Board for the AGENCY for approval or for ratification, as the case may be.

(2) CONTRACTOR shall, from the inception of the contractual relationship until

at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

#### ARTICLE 6. PUBLIC RECORDS

All documents prepared pursuant to this agreement are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records as required by such law shall constitute grounds for unilateral cancellation of this AGREEMENT.

#### ARTICLE 7. TERMINATION OF AGREEMENT

(1) The AGENCY may terminate the AGREEMENT for its convenience or cause by giving five (5) days written notice by registered mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is terminated, the CONTRACTOR shall be reimbursed for services satisfactorily performed subject to any damages sustained by the AGENCY.

(2) If this AGREEMENT is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this AGREEMENT shall be made available to and for the exclusive use of the AGENCY.

(3) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

#### ARTICLE 8. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

#### ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

#### ARTICLE 10. LIABILITY

The AGENCY shall not assume any liability for the acts, omissions to act or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

#### ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

#### ARTICLE 12. ADMINISTRATION OF AGREEMENT

1. The AGENCY's contract administrator shall initially be designated Registered

Agent for the AGENCY, David Kraus, 135 N.E. Hernando Avenue, Ste. 203, Lake City, Florida 32055, or his designee. Upon full time employment of or the AGENCY's contracting with an Executive Director to serve as the lead administrator of the AGENCY, then said Executive Director or his designee shall assume the role of contract administrator for the AGENCY.

2. The CONTRACTOR's contract administrator is Grady H. Williams, Jr.
3. All written and verbal approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees.
4. All notices must be given to the parties' contract administrator.
5. This contract shall be governed by and construed under the laws of the State of Florida.

#### ARTICLE 13. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in

violation of this provision is null and void.

ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 15. SPECIAL CONDITIONS

(1) The CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR's services to the AGENCY may be generally described in the CONTRACTOR's professional resume. The CONTRACTOR may not give the impression in any manner that the AGENCY recommends or endorses the CONTRACTOR.

(2) All contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY contract administrator.

(3) Anything that is produced by or developed in connection with this contract shall remain the exclusive property of the AGENCY and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the CONTRACTOR nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) developed or produced under this AGREEMENT.

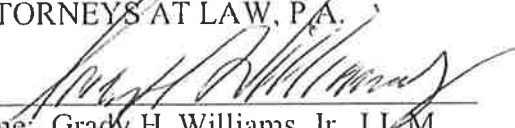
(4) This AGREEMENT shall be subject to the approval or ratification of the

BOARD of the AGENCY. *Note: Because the AGENCY is a multicounty special district created by interlocal agreement entered into by the participating counties, COLUMBIA COUNTY, FLORIDA and SUWANNEE COUNTY, FLORIDA, §287.059(1), Florida Statutes, re "Private attorney services", specifically excludes the AGENCY from the provisions of that statute, and from the statutory mandate that would otherwise exist to require that this AGREEMENT be further submitted for approval or other appropriate action by the OFFICE OF THE ATTORNEY GENERAL for the STATE OF FLORIDA.*

IN WITNESS WHEREOF, NORTH FLORIDA WATER UTILITIES AUTHORITY, as the AGENCY, and GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A., as the CONTRACTOR, have executed this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2024, to be effective for all purposes as of the 1<sup>st</sup> day of October, 2024.

The "CONTRACTOR"

GRADY H. WILLIAMS, JR., LL.M.,  
ATTORNEYS AT LAW, P.A.

By:   
Name: Grady H. Williams, Jr., LL.M.  
Title: President/Managing Attorney

FID Number: 58-2491128

  
Witness

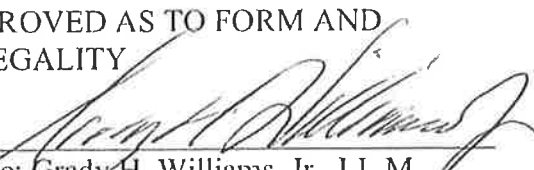
July 22, 2024  
Date

The "AGENCY"

NORTH FLORIDA UTILITIES  
AUTHORITY

By: \_\_\_\_\_  
Name: Rocky Ford  
Title: Chairman, Board of Directors

APPROVED AS TO FORM AND  
LEGALITY

By:   
Name: Grady H. Williams, Jr., LL.M.  
Attorney  
Title: General Counsel for the AGENCY

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES

### **A. SCOPE OF SERVICES**

The CONTRACTOR shall:

1. Serve as outside General Counsel for the AGENCY. The CONTRACTOR agrees to provide routine legal services, covered by a monthly retainer agreement of \$6,000.00 per month, plus reimbursement of third-party costs. Routine legal services will include onsite and/or offsite legal services to be provided by the CONTRACTOR budgeted for professional time of Grady H. Williams, Jr., LL.M., the Managing Attorney/Partner of the CONTRACTOR, to include review of regular Board agenda outlines, handouts, minutes, attend regular and emergency meetings of Board (typically once a calendar month rotating between Lake City, Florida and Live Oak, Florida) and any scheduled Board public workshops, attend annual Public Rate Hearing(s), attend Board committee meetings as needed or desired by the AGENCY, attend senior management and staff meetings of the AGENCY as needed or desired by the AGENCY, serve as qualifications or selection committee participant or legal counsel as needed or desired by the AGENCY, to provide legal counsel, advice, and additional recommendations based on the CONTRACTOR's experience representing government owned and operated water and wastewater utilities, experience particularly with the AGENCY predating its formation, and CONTRACTOR's general knowledge of the water, wastewater, and reclaimed water public utility industry, routine contract review, easement and developer agreement review, legal advice and opinions, legal memoranda and correspondence, ad hoc special projects drafting and contract preparation, availability to AGENCY staff, routine title review, coordinate title orders if requested by the AGENCY; non-litigation demands and representation on general day-to-day business of the AGENCY related to its water, wastewater and reuse water utility services and operations. Litigation will be as ordered by the AGENCY at hourly rates provided by the CONTRACTOR. Routine coordination and communication with the County Attorneys for the participating counties, and also with other counsel for the AGENCY, such as such as statewide regulatory counsel (inclusive of advisory and legal support on negotiated utilities acquisitions, CUP renewals, regulatory changes and challenges, SRLF projects), public employment/labor law counsel, litigation counsel, construction law and related controversy counsel, and bond counsel, real estate title, closing, and transactional counsel, as applicable, and as the same may existing from time to time, will be included in monthly retainer amount.
2. Review and analyze AGENCY legal files, data, documents and other materials concerning the above matter and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of legal matters.
3. Subject to additional order by the AGENCY and acceptance by the CONTRACTOR, above and beyond the CONTRACTOR'S monthly retainer payment, prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent the AGENCY in any related litigation and otherwise represent the AGENCY at trial or on appeal, as may be additionally ordered by the AGENCY based on the CONTRACTOR's hourly rates for its attorneys' and paralegals'

litigation and litigation support legal services.

## **B. COMPENSATION-FEES**

1. The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed \$72,000.00 during the fiscal year contract term for the described non-litigation, non-public bond or finance transaction expanding monthly legal services (i.e., routine legal services), and related review and analysis thereof, under its monthly retainer agreement with the CONTRACTOR, as described in II.A., below, of Exhibit 1, and fees in excess of such amount shall not be compensable, unless otherwise agreed to in writing by the AGENCY and the CONTRACTOR.

2. Reasonable and Customary Fees and Billable hours:

a. As set forth in II.B., below, of Exhibit 1, the CONTRACTOR's work on bond issues and related public finance matters, including provision of Opinion of Issuing Counsel for the AGENCY, as a condition of obtaining such public financing, and all as directed and requested by the AGENCY, will be at reasonable and customary charges for such services in the geographic area of the State of Florida, and shall be in addition to the monthly retainer fee.

b. Litigation and other separate billable matters not addressed above or covered by the described monthly retainer agreement, shall be undertaken as ordered by the AGENCY, and as accepted by the CONTRACTOR, and shall be billed by the hour, as set forth in accordance with Exhibit 1, I., below. Billable hours shall be measured in six (6) minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.

3. Premium rates will not be paid for overtime work.

4. Attorney time while traveling on litigation and other separately billable matters not addressed above or covered by the described monthly retainer amount will be compensated at 100% percent of the hourly rates reflected in Exhibit 1., I., below. To the greatest extent practical, travel time shall be incurred in the presence of employees, agents and consultants of the AGENCY, for preparation, organization, planning and analysis purposes with respect to the matter being handled on behalf of the AGENCY.

## **C. COMPENSATION-COSTS**

1. On litigation matters, reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior oral authorization by the AGENCY and shall be reimbursed based upon documented third party vendor charges. The AGENCY shall not pay for the CONTRACTOR's firm surcharges added to third party vendor charges.

2. Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.

3. Non-routine office overhead expenses such as long-distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and computer-assisted legal research services must be justified to the AGENCY and shall be reimbursed based on documented third party vendor charges. If these charges exceed \$500.00 per month, or such lower amount as may be specified in writing by the contract administrator for the AGENCY from time to time, then prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. The CONTRACTOR's firm surcharges are not reimbursable.

4. The CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is applicable to other clients.

5. Reimbursable costs shall not exceed \$1,500.00 for any litigation matter. The CONTRACTOR shall notify the AGENCY in writing when costs reach \$1,500.00. Said notification shall be made as soon as is practicable and prior to the next monthly invoice, or by a separate invoice for reimbursement, clearly identified as such.

#### **D. FORMAT FOR INVOICES**

1. Within 30 days of service provision, each statement for fees and costs shall be submitted in one (1) counterpart, in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference.
- b. Invoice number for the particular bill.
- c. CONTRACTOR taxpayer identification number.
- d. CONTRACTOR and AGENCY contract administrators' names.
- e. Inclusive dates of the month covered by the invoice.
- f. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one furnished in Exhibit 1, e.g., travel at a reduced hourly rate.
- g. A listing of all invoiced costs to be accompanied by copies of actual receipts.
- h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all.

i. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the AGREEMENT between GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A. and NORTH FLORIDA WATER UTILITIES AUTHORITY."

j. Any other information as may be requested by the AGENCY's contract administrator.

#### **E. ADMINISTRATION OF AGREEMENT**

1. The initial AGENCY's contract administrator is David Kraus, Registered Agent of the AGENCY, or his designee. Upon hiring or contracting with an Executive Director of the AGENCY, the Executive Director or his designee shall become the contract administrator for the AGENCY.
2. The CONTRACTOR's contract administrator is Grady H. Williams, Jr.
3. All oral approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.
4. This contract shall be governed by and construed under the laws of Florida.

#### **F. OTHER AVAILABLE SERVICES**

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY agreements, when available and cost effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

#### **G. PUBLIC RECORDS**

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

#### **H. SPECIAL CONDITIONS**

1. The CONTRACTOR will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
2. Multiple staffing at meetings, hearings, depositions, trials, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.
3. CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.

4. AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.
5. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
6. The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.
7. A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.
8. Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.
9. The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.
10. The CONTRACTOR's monthly retainer arrangement with the AGENCY to provide routine legal services to the AGENCY allows the AGENCY to forego employment of a full-time in-house general counsel and support legal staff and resources, resulting in substantial annual budgetary savings estimated at \$75,000 to \$100,000 per fiscal year to the AGENCY. Additional work on hourly billable work by the CONTRACTOR, or at reasonable and customary fees on bond issues and related public finance transactions, are to be provided by the CONTRACTOR only when requested in the discretion of and at the option with the AGENCY.

EXHIBIT 1 - Fee Schedule

**I. I. HOURLY BILLING SCHEDULE:**

A. Hourly work, including litigation matters, but excluding routine services covered by the monthly retainer agreement compensation, set forth in II.A., below, and excluding public finance and bond issue representation, set forth in II.B., below, will be provided on an hourly basis as requested by Agency, and as accepted by the CONTRACTOR. CONTRACTOR's attorney and paralegal staff to be used under this contract include the following individuals at the hourly rates indicated:

NAME	Hourly Rate
1. Grady H. Williams, Jr., Managing Attorney/Partner	\$400.00
2. Renee' Scheetz, Senior Paralegal	\$ 85.00
3. Staff Paralegal	\$ 75.00

The above rates may be adjusted if both parties agree and shall be documented in writing by amendment to this AGREEMENT.

**II. ALTERNATE BILLING SCHEDULE FOR ROUTINE SERVICES AND REPRESENTATION ON BOND ISSUES AND RELATED MATTERS:**

A. CONTRACTOR shall serve in the role of outside General Counsel for the Agency, which has no in-house legal staff. Contemplated expanded monthly legal services to be provided by CONTRACTOR, to be primarily provided on site and off site by Grady H. Williams, Jr., LL.M., personally, the Managing Attorney of CONTRACTOR, a/k/a "routine services" or "routine legal services", will be covered by a monthly retainer agreement of \$6,000.00 per month, plus costs. Routine services will include review regular Board agenda outline, handouts, minutes, attend regular and emergency meetings of Board (typically once a calendar month rotating between Lake City, Florida and Live Oak, Florida) and any scheduled Board public workshops, attend annual Public Rate Hearing(s), attend Board committee meetings as needed or desired by the AGENCY, attend senior management and staff meetings of the AGENCY as needed or desired by the AGENCY, serve as qualifications or selection committee participant or legal counsel, as needed or desired by the AGENCY, to provide legal counsel, advice, and additional recommendations based on the CONTRACTOR's extensive experience with government owned and operated water and wastewater utilities, experience particularly with the AGENCY predating its own formation, and CONTRACTOR'S general knowledge of the water, wastewater, and reclaimed water public utility industry, routine contract review, easement and developer agreement review, legal advice and opinions, legal memoranda and correspondence, ad hoc special projects drafting and contract preparation, availability to Agency staff, routine title review, coordinate title orders if requested by Agency; non-litigation demands and representation on general day-to-day business of the Agency related to its water, wastewater and reuse water utility services and operations. Litigation will be as ordered by Agency at hourly rates provided by Contractor. Routine coordination and communication with County Attorneys for the participating counties and also with other counsel for the Agency, such as such as statewide regulatory counsel (inclusive of advisory and legal support on

negotiated utilities acquisitions, CUP renewals, regulatory changes and challenges, and SRLF financing), public employment/labor law counsel, litigation counsel, construction law and related controversy counsel, real estate/title attorney, and bond counsel, will be included in monthly retainer amount.

B. Work on Public Finance and Bonding matters (i.e., public finance borrowings, including public and private bond issues, exclusive of legal support work on routine SRLF applications and documentation), specifically including the CONTRACTOR's provision of Opinion of Issuing Counsel for the Agency as a condition of the AGENCY obtaining such public financing, will be at reasonable and customary charges for such services in the geographic area of the State of Florida as requested by the Agency, and shall be in addition to the monthly retainer fee for routine matters, as covered in II.A., above.

## I. SCOPE OF SERVICES

The purpose of this Request for Qualifications Proposals (this "RFQ") is to evaluate and select a firm ("Company" or "Proposer") to provide the following water and wastewater system Utility Rate Study Consulting "Work" or "Services" for North Florida Water Utility Authority (NFWUA).

### **Utility Rate Study:**

NFWUA is seeking a consultant to provide a Utility Rate Study that will include a review of current fixed assets, costs and charges for water/wastewater capacity and customer connections, operations and maintenance costs, projected capital investments, planned expansion of the system, industry benchmark and bill comparisons, and recommended revisions to current rates, capacity fees and service fees.

This study, from an asset, cost and revenue perspective will only include the Columbia and Suwannee County data and analysis, but will include other utility entities in industry benchmark data. This study will serve as a foundational compilation of both counties' utility system fixed assets and liabilities, projected revenues, and expenses, and planned capital expenditures. Each section of the Utility Rate Study report shall be presented in a format that displays the information both as an individual county utility system for historical purposes, and as a combined NFWUA system for prospective purposes. This study will be essential in developing the framework of associated analysis that will be needed in the future with the combining of the counties' utility assets and customer bases with each other, and potential other counties, in the newly formed regional utility.

The Utility Rate Study key deliverable is the 100% Draft Final report milestone to be completed within 180 days from the notice to proceed, with the intent to provide three-year rate recommendations within the report and initial rate documentation for the newly formed NFWUA. This report with its (5) five-year financial projection and (3) three-year rate recommendations will serve as the foundational financial analysis for both the NFWUA and the two counties, which both have tens of millions of dollars of infrastructure being constructed or planned at this time. As the system is further built-out, with additional infrastructure becoming operational with an expanded customer base, further expense data should be available over a longer study period to support a full comprehensive Utility Cost of Service Study.

### **Adhoc Services:**

Potential other services may be comprehensive projects or may only contain elements of comprehensive water/wastewater rate, financial, or economic studies or analyses related to the NFWUA's water and wastewater systems. A separate scope and task order description will be issued for each adhoc project that the NFWUA decides to authorize. The actual task orders for each potential adhoc project will be scoped with a detailed listing of tasks and subtasks, a staffing plan with hourly charges, and milestone deliverable schedule. For the potential adhoc services, NFWUA may either request the consultant perform the work on each project with an agreed upon scope at an hourly rate not to exceed price basis, or at a lump sum price basis.

### **Adhoc projects may include but not limited to assessments, analyses, policies, and reports such as:**

- Development policies and cost participation agreements
- Allocation of costs between the Counties, considering existing and projected fixed assets including plant facilities and equipment, delivery and collection infrastructure, buildings, fleet vehicles and equipment, buildings; operation and maintenance expenses, renewal and replacement capital expenditures, capacity and growth-related expenditures, and services provided.
- Financial policies such as pricing policy, debt, investment and cash management, fund restrictions
- Bond feasibility analysis
- Financial/budget/treasury reports, and reconciliation of GAAP, budget, and cash/debt service basis
- High strength sewer surcharge cost analysis and rate design
- Service charges related to fats, oils and grease, and other industrial pretreatment assessments

**RFP 024-01 WATER AND WASTEWATER SYSTEM UTILITY RATE STUDY CONSULTING SERVICE**

- Depreciation studies
- Conservation initiatives and regulatory issues
- Alternative rate designs
- Economic and financial analyses
- Operations, financial or rate benchmark studies

**II. MINIMUM QUALIFICATIONS:**

The Proposer must meet all the following Minimum Qualifications to be considered eligible to have its Proposal evaluated. NFWUA will reject Proposals from Proposers not meeting all the following Minimum Qualifications:

- The Proposer must demonstrate that the company and its lead staff have performed a minimum of three (3) similar comprehensive water and wastewater Utility Rate Studies during the last five years. At least one of these studies shall be with a newly formed Utility from multiple government entities
- In addition, the proposer must demonstrate that the company and its lead staff have completed at least two (2) comprehensive water wastewater Cost of Service and Rate Design studies for Florida municipalities in the past five years with fixed assets over \$200 million.
- The Proposer's references for the total of five (5) projects described above must include the reference company name, contact person, phone number, email address, dates and a summary description of the work performed by the Proposer for the reference company and project. NFWUA or designee may choose to contact and verify the project references.

**REFERENCE** *(Provide the information for the five projects on 1-page or less each)*

Reference Company Name: \_\_\_\_\_

Reference Contact Name: \_\_\_\_\_

Reference Phone Number: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Project Name: \_\_\_\_\_

Date Project Started: \_\_\_\_\_ Date Project Ended: \_\_\_\_\_

Approximate Number of Utility Customers: \_\_\_\_\_

Approximate Original Book Value of Fixed Assets (\$): \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

### III. TECHNICAL SPECIFICATIONS FOR UTILITY RATE STUDY

#### 1. Data Request, Acquisition/Compilation and Review

Consultant will compile and review known system information that will be provided by both Columbia and Suwannee County in order to prepare a detailed data request to provide further specific information needed for the Utility Rate Study. The information related to the operation of the utility system will include available information from a variety of sources that is currently not consolidated in FFWUA reporting or in the prior utility departments of each county. Information will need to be collected from a variety of sources from the counties including: system infrastructure listings and partial fixed asset schedules; customer billing and sales statistics; county-wide CAFR type FY2023 financial statements and reports; FY2024 and proposed FY2025 operating budgets; and limited FY2024 YTD budget reports. Plan for two on-site meetings, multiple MS Teams meetings, email transmittals and phone conversations to complete this task.

The Columbia County and Suwannee County Utility Master Plans will be utilized for the latest projects and cost estimates for the multi-year capital improvement program and updated with any new project or grant funding forecast that occur throughout the remainder of FY2024. Additional information related to fund (cash) balances, utility rate ordinances / resolutions, system agreements, development policies, debt repayment schedules and corresponding loan documents, and other similar information will be collected by the counties' staff, where the Consultant will need to compile, review and prioritize follow-up requests based on the need for the counties to develop new reports.

If new reports are needed, the Consultant will provide recommended format of financial schedules and reports for the NFWUA to begin developing for future years analyses. Consultant will coordinate a project kickoff meeting with the NFWUA staff to review current data available, and a follow-up on-site meeting to review the compiled information and provide example schedules and reports needed to best complete the Utility Rate Study, and to compile financial data for future analyses.

#### 2. Customer Sales and Revenue Forecast

The consultant shall prepare a forecast of customer and usage requirements based on detailed customer account information provided by both counties. This task will include review of the recent historical customer statistics by service type and rate classification and the development of a forecast of customers and revenues based on the best available information about new development and future growth. This task also includes preparing a detailed profile of billing determinants to be included in the financial forecast. The first step of this task will be for the Consultant to work with county staff to specify the billing data to be provided. Once the customer billing data is provided by each counties' staff then the Consultant will summarize and assemble it for use in the Utility Rate Study. The second step of this task to develop a Sales/Revenue Forecast to include projected new customers including organic growth, large commercial development at the Ellisville area, and potential wholesale sales (with associated costs/impacts analyzed in another task) to the Town of Fort White for the Columbia County System. This summarized customer billing and sales data will then be applied to the current customer billing rates by system to develop a projection of rate revenues by utility system for the forecast period.

#### 3. Development of Projected Revenue Requirements

The prospective Columbia County North Florida Mega Industrial Park (NFMIP) and the Suwannee County Catalyst Site Industrial Park (CIP) will have customer sales and revenues projected for FY 2026 and FY 2027 with operating expenses incurring in the prior year for each industrial park's utility systems.

## RFP 024-01 WATER AND WASTEWATER SYSTEM UTILITY RATE STUDY CONSULTING SERVICE

Consultant will prepare a five-year financial forecast and revenue requirements analysis for FY2025 - FY2029 that will be based on the counties' fiscal Year 2023 actual results reported in audited financial reports and available 2023 Budget Reports, and the Fiscal Year 2024 Operating Budgets, and the current five-year Capital Improvement Program. If the counties denote that there are any significant differences for the forecast of FY 2024 compared to the FY 2024 budget, the specific adjustments should be made in the FY2024 data. This task will include analysis of operations and maintenance expenses, capital expenditures and funding sources and criteria, and other non-operating costs such as debt service, renewal and replacement funding requirements, and transfers from the general fund. A general review of any existing or projected debt covenant compliance issues will also be performed. This task will also include the development of a forecast of revenues and income including utility rate revenues, other operating revenues from miscellaneous service charges, and other income such as interest income on fund balances, and account for the source and use of Capacity Fees. The final step in this task will be to compare the projected revenues from existing rates with the projected revenue requirements to estimate the adequacy of current and future rate levels. Based on this summary of the adequacy of rates, additional county revenue resources, current and benchmark rates, the Consultant will then recommend any overall rate adjustments by system in conjunction with the NFWUA staff and staff from the counties as available.

The (5) five-year revenue requirement schedules shall include a one-page (10) ten-year roll-up schedule in MS Excel to be provided to the NFWUA for its future use for its staff to maintain. This one-page financial projection schedule that will incorporate all of the major line items to determine current year source and use of funds such as Revenues (Residential Water Service Availability, Residential Water Volume, Commercial Service Availability, Commercial Volume, Service Fees, Tap & Connection Fees, Meter Fees, and Capacity Fees), O&M Expense (Salaries, Benefits, Materials, Supplies, Power, Chemicals, Industrial Services, Professional Services, Fleet/vehicle expenses), Net Revenues, Debt Service, Renewal & Replacement (capital investment required by bond covenants), and Additional Capital (from current year revenues), Grants, and CAPEX (capital expenditures). Additionally, the schedule shall calculate and contain a section for primary financial metrics such as (debt service coverage, day cash-on-hand, and debt/asset ratio); and have a linked section for fund balances for Restricted Capital (eg. capacity fees, grants) and Unrestricted Capital that depicts for each year the beginning balance, transfers-in, transfers-out, capital expenditures, and ending balances.

#### 4. Monthly User Rate Design Analysis

Based on the results of the revenue requirements and sufficiency analysis conducted in Task 3 of the Project, Consultant shall prepare a cost-of-service analysis to appropriately allocate costs among the counties customer classes and rate structure components, functionalization of the cost components, allocation of costs amongst metered service line sizes. The under/over collection of revenues in the baseline year compared to cost to service allocations in the baseline year in terms of both dollars and percentage adjustments of customer class shall be provided in a summary chart. The summary chart will denote the impacts of each of three (3) year recommended rate adjustments on the under/over collection of cost-of-service allocation expenditures.

As the current customer base is limited, the Consultant shall use industry standard approaches to the cost-of-service analysis including those described by the American Water Works Association ("AWWA") and the Water Environment Federation ("WEF"). The analysis will also consider historical rate forms, consideration of industry norms in Florida and other appropriate factors. The cost-of-service analysis shall identify the counties fixed and variable costs in providing water and wastewater service, and as the

## RFP 024-01 WATER AND WASTEWATER SYSTEM UTILITY RATE STUDY CONSULTING SERVICE

combined NFWUA utility, and the projected fixed and variable revenue to be collected with the three (3) year rate recommendation

The Consultant will perform an evaluation of the counties' current water and sewer rate structures. The development of Consultant's recommended rate structures will include input from County staff and then be presented to the NFWUA Board. Consultant will provide rate benchmarks of neighboring utilities and of utilities in the greater Florida region in terms of rate structures and monthly charges. Consultant will provide a recommended rate structure with specific recommended rates for a three (3) year projection period, which can be reevaluated and adjusted by the NFWUA on annual basis during the projected rapidly changing asset, revenue and expense period of FY2025 – FY2027. Consultant will prepare bill comparison evaluation of the impact to average customers (based on water/sewer use) to identify the impact to the customers assuming the implementation of the proposed rates to assist the NFWUA in the evaluation and communication of such rate adjustment proposals.

### 5. Capacity Fee and Connection Fee Recommendations

Evaluate the current level of service and \$/gallon associated with capacity fees that both counties are currently utilizing. Develop a cost-based analysis considering existing transmission and plant assets, grant and debt funding, available capacity at North Florida Mega Industrial Park (NFMIP) plant under construction, needed capacity at the Ellisville Plant, and the prospective Catalyst Industrial Park (CIP). Provide background on fee development methodology addressing embedded, incremental and hybrid approaches, and Florida utility benchmarks. Consultant will provide a recommended capacity fee structure with specific recommended rates for a three (3) year projection period, which can be reevaluated and adjusted by the NFWUA on annual basis during the projected rapidly changing infrastructure investment asset period of FY2025 – FY2027.

### 6. Wholesale Rate

Consultant shall develop the rate and fee structure and levels above in Tasks 2 - 5 under the following scenario:

Columbia County begins supplying the Town of Fort White in CY2025 with wholesale water (~85,000 AADF) through a pipeline currently under construction. The evaluation should consider the potential cost of incremental costs associated with Water Use Permit (WUP)

### 7. Service Fees and Specialty Rates

Compile each counties' utility service fees that are currently being utilized such as new account set-up, service cut-on/off, tap and meter charges, fire protection service, septic hauling and sewer surcharge. These fees, and specialty rates will not undergo a cost-of-service methodology but will use industry standards and be compared to Florida utility benchmarks for recommended adjustments to be considered by the NFWUA Board of the combined NFWUA.

### 8. Water and Wastewater Rate Document

Develop the initial NFWUA Water and Wastewater Rate Document and prepare transmittal for NFWUA legal counsel to file with regulatory agencies. The Rate Document shall be provided in PDF format to have it posted to the NFWUA web page, and in MS Word format to facilitate future edits by NFWUA staff for adoption of updates in the future by the NFWUA Board. This Rate Document will be included with both the 100% Draft Final and 100% Final Report, where the reports will be reviewed, and the Final Report will be available for adoption by NFWUA Board at meetings described in the following Task 9.

## 9. Present Rate Study Results

This task involves the preparation of the study report with executive summary in each draft, briefing documents such as Technical Memos (TM) and/or PowerPoint presentation, and utility rate comparisons with each draft. The task will include preparation of a total of three (3) draft and final reports editions as follows:

- 50% Draft within 120 days, includes prior on-site NFWUA and county staff workshop meeting to review
- 100% Draft Final within 180 days (Month 6) to allow time for the NFWUA Board and staff, and Columbia and Suwannee County staff to review and comment on the submitted 100% Draft Final Utility Rate Study. This task also assumes two (2) on-site meetings as follows:
  - Board workshop meeting (Month 6) to review the results and recommendations of the study
  - Board meeting (Month 7) to receive direction from the Board
- 100% Final Report and attendance at one (1) public hearing (Month 8) for rate adoption.

Note: the 100% Draft Final and 100% Final Report of the Utility Rate Study shall have ten (10) printed and bound copies provided to NFWUA along with the electronic transmittal.

### Work Schedule

The expected work schedule to complete the project from notice to proceed through the Board's adoption of Rates is approximately 8 months. Include a minimum of eight (8) total meetings held approximately monthly within an (8) month period, where five (5) of the planned meeting are expected to be on-site as noted under Task 1 that requires two (2) on-site meetings & Task 9 that requires three (3) on-site meetings. MS Teams or other virtual meeting tools will be used at the other status meetings to include discussion on milestones, deliverables, and stakeholder correspondence.

Several of the on-site meetings may incorporate preparation, follow-up analysis, and correspondence with NFWUA Board and staff, regulatory agencies, customer groups or other stakeholders concerning the 100% Draft Final and 100% Final Report. The Utility Rate Study project is expected to be completed within an approximate eight (8) month period. Additional Utility Rate related financial analysis or consulting rates may be authorized by the NFWUA under this consulting agreement as described under the Adhoc Services scope section.

**SECTION IV - PROPOSAL FRAMEWORK and SCORING CRITERIA**  
RFP 024-01 WATER AND WASTEWATER SYSTEM UTILITY RATE STUDY CONSULTING SERVICES

**PROPOSER INFORMATION:**

PROPOSER NAME: \_\_\_\_\_  
BUSINESS ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
  
EMAIL OF CONTACT: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_

The proposals will be evaluated based on the following scoring criteria with the top consulting firm selected. The initial task will be the foundation Utility Rate Study as described in Section I. Scope of Services and Section III. Technical Specifications.

The proposal shall include a project plan and conceptual resource schedule to perform the professional services required to produce the Utility Rate Study as described in the Technical Specifications Tasks 1 through 9 along with any other tasks the proposer recommends in the Design Approach.

The Utility Rate Study will be produced on a lump sum basis that will include all travel and miscellaneous expenses. Potential future task orders under the Adhoc Services section, could be produced on a lump sum basis or an hourly rate and expense, not to exceed basis as determined by the NFWUA for each potential task order.

**The scoring criteria for the proposals will be based on the following:**

**1) FINANCIAL RESPONSIBILITY**

At minimum, Company shall provide the following information:

- o Form of business (i.e., proprietorship, partnership, LLC or corporation);
- o Years in business;
- o Changes in ownership over past five (5) years;
- o Most Recent Annual Revenues of the Company, number of employees, number of employees engaged Utility Rate Study work at the firm, or other information to describe the size, and capacity of the firm

**2) PROFESSIONAL EXPERIENCE**

The proposer shall provide the resumes of the professional staff available to work on the NFWUA engagement. The proposer shall provide three (3) separate resumes for the Utility Rate Study project.

Resumes of independent contractors or other subcontractors must be clearly identified as such and must have experience directly related to water and sewer cost of service and rate design as described in Section II. Minimum Qualifications.

At a minimum, each resume shall present the employee's name, title, years of experience and years of service with the firm, location and years of experience in the consultant category (ie. Project Manager, Senior Staff Consultant, etc). The proposal shall denote for each consultant resume supplied what prospective consultant category the individual shall be expected to be classified as through end of the Utility Rate Study project, and how many years' experience the specific consultant has in the role at the proposer's company as a direct employee. Resumes shall include applicable professional registrations, education, work experience, and Resumes shall also identify any technical or specialty expertise. **Resumes shall be no longer than three (3) pages in length.**

**SECTION IV - PROPOSAL FRAMEWORK and SCORING CRITERIA**  
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NFWUA envisions the proposer to form a primary project team that is staffed with 3 key positions and potentially additional support staff. Include an overall Project Organizational Chart that denotes the 3 key staff assigned to Utility Rate Study and also depicts additional team members beyond the 3 key positions and the planned functions of each staff for the Utility Rate Study and potential future adhoc services. The organizational chart should denote very brief experience, educational, professional certification summary points. The proposer can elect to include two (2) extra resumes for support staff on the Utility Rate Study project or for potential Adhoc Services, for a maximum of 5 resumes to be evaluated. Proposer should note which role (s) the 4<sup>th</sup> & 5<sup>th</sup> Staff resumes are expected to fill. Each resume shall be a maximum of 3 pages in length. The proposal shall include this completed chart of proposed staff directly employed by the Proposer, or if a subconsultant note.

<b>Position Title</b>	<b>Utility Rate Study (URS) Staff</b>
<b>1. Project Manager</b>	
<b>2. Senior Staff Consultant <u>or</u> Staff Consultant</b>	
<b>3. QC/Sr Reviewer</b>	
<b>4. Support Staff (URS) or Adhoc Services Specialist</b>	
<b>5. Support Staff (URS) or Adhoc Services Specialist</b>	

<b>Consultant's Position Title</b>	<b>Position Description</b>
<b>Project Manager</b>	minimum of 15 years cost of service and rate design technical experience, with over 5 years' experience being a Project Manager or a QC/Senior Reviewer, a minimum of 3 similar municipal water and sewer utility projects serving as a Project Manager or QC/Senior Reviewer is required
<b>Quality Control / Senior Reviewer</b>	minimum of 15 years cost of service and rate design technical experience, with over 5 years' experience being a Project Manager or a QC/Senior Reviewer, a minimum of 3 similar municipal water and sewer utility projects serving as a Project Manager or QC/Senior Reviewer is required
<b>Senior Staff Consultant</b>	minimum of 10 years professional cost of service and rate design experience with 5 years directly performing the sub-tasks in this work plan for water/wastewater utilities
<b>Staff Consultant</b>	minimum 3 to 7 years' experience in utility cost of service / rate design

The proposer is required to provide in the proposal documents consultants with resumes for each of the three (3) key positions. NFWUA is going to evaluate up to five (5) resumes for this project.

The resumes will be evaluated for professional experience, including:

- Years of experience both total direct related experience at any entity organization and the number of years of direct related experience at the proposer's firm
- Depth of experience directly related to described Utility Rate Study in the Technical Specifications, and with more in-depth Comprehensive Water and Wastewater Cost of Service and rate design studies, and the scope of work listed in the Adhoc Services section.
- Availability of each consultant on the Utility Rate Study project, determined as a percentage of work hours of each identified positions divided by total number of hours the firm estimates denoted as a percentage is required to complete the Utility Rate Study project.
- Added expertise in the topics listed as potential Adhoc Services

**SECTION IV - PROPOSAL FRAMEWORK and SCORING CRITERIA**  
RFP 024-01 WATER AND WASTEWATER SYSTEM UTILITY RATE STUDY CONSULTING SERVICES

**3) PAST PERFORMANCE AND COMPANY EXPERIENCE**

Proposers must demonstrate knowledge of appropriate utility financial planning, cost of service and rate design. Broad experience in providing such services to municipal utilities and innovation in creating and implementing traditional and potentially alternative rate options is required. Proposers shall be capable of developing strategies and implementing work plans for services or options selected by NFWUA in the development of rates, financial planning, technical evaluations and associated business analyses, and rate hearings.

Proposer shall demonstrate:

Expertise on behalf of municipal utilities in the financial, technical, operations issues involved with water treatment, transmission and distribution as they relate to multi-year revenue requirements and financial projections, cost of service, utility rate designs, application of grant funded assets, and other economic analyses including combining utilities.

Expertise in publishing reports and representing municipal utilities in public forums including rate hearings, customer groups, and other stakeholder groups.

- Provide at least one (up to two) example(s) of published reports in pdf format from previous engagements, with similar scope of work of the Utility Rate Study project depicted in the Technical Specifications. The published reports should be able to demonstrate that the Proposer's experience and work products clearly represent utility clients in a successful manner. The example reports should demonstrate the proposer's performance related to communicating water and wastewater cost of service (COS) and rate design in a practical and effective manner to a variety of stakeholders including some that have only a general or limited understanding of the objectives, concepts, and methodologies.
- Published Report Criteria include elements such as:
  - Outline
  - Executive Summary complete and succinct
  - COS/rate design process steps/methodology described Description of different allocation methodologies
  - Evidence to provide support of COS methodology/allocation factors Input/output process flow diagram
  - Complete and effective narratives
  - Revenue Requirements, COS, Surplus/Deficiency Schedules, COS model input, rate recommendations, and output schedule Typical bill calculations presented
  - Capacity fee analysis
  - Connection fee analysis
  - Peer Benchmark analysis and schedules/graphs
  - Fixed asset schedules and analysis
- In addition, proposer shall provide summary information (1 page maximum per project) of five similar projects regarding utility cost of service, rate design studies and utility economic analyses completed in the past five years for municipal water and wastewater utility systems which demonstrate and highlights the Proposer's experience and successes to include the elements and criteria noted in the above bulleted list.
- Past performance with municipal utilities with greater than 5,000 water customers and greater than 5,000 sewer customers, and greater than \$200 million of fixed assets.
- Detailed information to describe how the Proposer managed the engagements to realize project budgetary goals, timetables and quality control objectives.
- Past performance related to Tasks 1 through Task 9 in the Technical Specifications, the potential projects listed in the Adhoc Services section of the Scope of Services, and any other utility rate related items the proposer wants to highlight as potential services for NFWUA.

**SECTION IV - PROPOSAL FRAMEWORK and SCORING CRITERIA**  
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**4) ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET SCOPE OF SERVICES**

**Utility Rate Study**

- Proposer must provide an itemized list and detailed description of Proposer's proposed Tasks and material Sub-tasks required to complete a Utility Rate Study with the objective of developing (5) five-year financial projections and (3) three-year rate recommendations for NFWUA. For proposal evaluation and comparison purposes, the proposer's work plan must be complete and displayed in depth to provide assurance that the work plan will satisfy the requirements listed in the Technical Specifications.
  
- Proposer must provide a Project Schedule and Resource Plan of the Utility Rate Study Tasks 1 through 9 and any additional tasks the proposer recommends. Completeness of the itemized list of tasks, subtasks, and project schedule and alignment with NFWUA's deliverables and milestones will be evaluated. The Project Schedule shall be aligned with NFWUA's specified deliverables depicting the duration of each major task in the planned 100% Draft Final report deliverable period of six (6) months (180 days), and total project period of eight (8) months. The Resource Plan and Project Schedule should account for the proposer's current workload, and its ability to meet the milestone with the staffing resources denoted in the proposed Project Organizational Chart described in Section 2.
  
- Proposer needs to describe how its work experience and familiarity for similar utilities such as NFWUA, from a current start-up and also future outlook perspective with its large service area, can effectively be applied in the Utility Rate Study project.

**Adhoc Services**

- Proposer should provide a prioritized summary of recommended adhoc services, and the reasons that such analysis and policies should be performed and initiated in the initial years of forming a new water/wastewater utility.
  
- Proposer should provide the approach of how they envision such adhoc services should be scoped, analyzed and implemented.
  
- Proposer needs to describe how its work experience and familiarity for similar utilities such as NFWUA, from a current start-up and also future outlook perspective with its large service area can effectively be applied when potentially engaging in the adhoc services or similar recommended projects by the Proposer.

**Proposer's Certification**

By submitting this Proposal, the Proposer certifies (1) that the Proposer has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that the Proposer is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload or client assignments will not interfere with the Proposer's ability to Work in a professional, diligent and timely manner.

\_\_\_\_\_  
Signature of Authorize Officer of Proposer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone Number

## Dale Williams

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**From:** Grady Williams <grady@floridaelder.com>  
**Sent:** Friday, August 16, 2024 10:56 AM  
**To:** Dale Williams; David Kraus; Greg Scott; Heather Germann  
**Subject:** NFWUA Regular Meetings for FY 2024-2025

Good Morning, Gentlemen:

Here is the tentative proposed schedule for FY 2024-2025 Meetings, assuming that we stay on the first Wednesday of each month, rotating between Lake City (in October) and then Live Oak (in November), and so on for the balance of the fiscal year.

Lake City Meetings:

October 2, 2024  
December 4, 2024  
February 5, 2025  
April 2, 2025  
June 4, 2025  
August 6, 2025

Live Oak Meetings:

November 6, 2024  
January 8, 2025 (proposed to be moved one week from January 1, 2025, to stay on a Wed.)  
March 5, 2025  
May 7, 2025  
July 2, 2025  
September 3, 2025

Would each of you please check the calendars for your counties and the election schedules there to ensure that we don't have any conflicts? When we are firm on the dates, we will need to confirm that each of our two venues can handle us on the dates intended. This is requested so that we may publish in advance the upcoming dates of our upcoming regular NFWUA Board meetings annually, as contemplated by statute. I would like to get the proposed schedule on the Agenda for the September 4th meeting, so please try to get back to me and Dale by the end of next week, if possible.

Let me know if you have any questions, concerns, or comments. Thank you!

Best Regards,

***/s/Grady H. Williams, Jr.***  
*authorized digital signature*

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

Florida Joint Public Policy Task Force for the Elderly and Disabled  
2023-2024 & 2020-2021 Exceptional Service, Elder Law Section, Florida Bar  
Past President & Board of Directors, Academy of Florida Elder Attorneys