

**NOTICE OF RESCHEDULED REGULAR AUGUST MONTHLY MEETING
OF NORTH FLORIDA WATER UTILITIES AUTHORITY BOARD**

The Board of Directors of the North Florida Water Utilities Authority (NFWUA) will meet at 9:30 A.M. in Regular Session on August 24, 2026, at the Columbia County Tourist Development Conference Room, 971 W. Duval Street, Lake City, FL 32055.

In accordance with the Florida Statutes and Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the North Florida Water Utilities Authority by mail to James M. Swisher, Jr., Columbia County Clerk of Court & Comptroller, 173 NE Hernando Avenue, Lake City, Florida 32055 or by telephone at (386) 758-1041, no later than 48 hours prior to the hearing or proceeding for which this notice has been given. Persons requiring auditory assistance may access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

If any person intends to appeal any decision related to this action, such person will need to provide a court reporter at such person's expense, for a transcript of the proceedings. All interested persons are invited to attend.

For further information, call (386) 758-1041.

NORTH FLORIDA WATER UTILITIES AUTHORITY

MEETING AGENDA

August 24, 2026, Columbia County Tourist Development Conference Room, 971 W. Duval Street, Lake City, FL 32055.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Oath of Office – Director Jock Phelps
5. Appointment of Acting Chairman
6. Additions & Deletions
7. Adoption of the Agenda

Public Comments

Discussion/Action Items

8. Approval of Meeting Minutes
9. Bills & Vouchers
10. Financial Report
11. Board Meeting Dates for FY 2026-2027
12. Contract Renewal for Legal Services
13. Executive Director Performance Appraisal
14. Budget and Rates Hearing Date and Location

Board Comments:

Attorney Comments:

Director Comments:

Adjournment:

Agenda Items #1-7

1. Call to Order
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3. Roll Call
4. Oath of Office – Director Jock Phelps
5. Appointment of Acting Chairman
6. Additions & Deletions
7. Adoption of the Agenda

Note: no backup documentation required for these items

Agenda Item #8 - Meeting Minutes

OBJECTIVE:

Approval of meeting minutes from previous meeting(s)

CONSIDERATIONS:

- See attached meeting minutes for the 7/13/2026 budget and rates workshop and 7/20/2026 board meeting

BUDGET IMPACT:

No budget impact

RECOMMENDATION:

Approve the 7/13/2026 budget and rates workshop and 7/20/2026 board meeting minutes

North Florida Water Utilities Authority

July 13, 2026 @ 9:30 A.M.

The North Florida Water Utilities Authority (NFWUA) met in a Public Workshop at Suwannee County Judicial Annex, 218 Parshley Street SW, Live Oak Fl. 32064. The meeting was opened with the Pledge of Allegiance to the Flag of the United States of America.

Board Attendance:

Chairman, Commissioner Rocky Ford

Vice-Chairman, Commissioner Franklin White

Board Member, Commissioner Timothy Murphy

Board Member, Commissioner Leo Mobley

Board Member, Steven Dicks

Others in Attendance:

County Manager, David Kraus

NFWUA Attorney, Grady Williams

Executive Director, Shannon Roberts

Deputy Clerk, Melissa Williams

Customer Service Support Specialist, Wendy Parnell

Administrative Assistant-Shawn Gray

Utilities Director – Robert Domingue

Powell Consulting CPA- Richard Powell

Suwannee County Administrator, Jason Furry

Future Board Members:

Jock Phelps

Walter Graham

Additions and Deletions: None.

Approval of Agenda: None.

- The agenda included a budget workshop and a rate study presentation by Raftelis.
- The session was advertised to allow for a special called meeting to conduct interim votes on the budget and rates.

Public Comment:

Chairman, Rocky Ford requested to hold public comments till the end.

Discussion and Actions:

6.) Tentative FY 2026-2027 Budget: Executive Director, Shannon Roberts and Powell Consulting CPA-Richard Powell

Review and approve tentative FY – 2026-2027 Budget

(see attachment)

- A decision on the interim budget is required by the next meeting to meet the county submission timeline.
- The agreement requires the authority to provide its budget to the counties by 2026-08-01.
- The first operational year (FY 2025–2026) was a transitional period involving staffing transfers, contractor integration, and systems launches.
- The proposed budget is conservative, reducing some risk mitigation costs to streamline operations.
- Expenditure is projected to increase by \$256,000 compared to the previous year, while revenues are expected to have a net increase of \$226,000, driven by rate changes.
- County contributions are set to decrease, with the authority asking for \$496,000.00 instead of \$520,000.00 from the previous year (a 24,000 decrease per county, totaling 48,000).
- Mr. Powell will provide details on the administrative and operational sections.
- The proposed budget balances transitional needs with a reduced county burden and revenue growth based on rate adjustments.
- **Strategic Vision and Consolidation Approach Executive Director, Shannon Roberts**
 - **Description:**
 - The authority was formed through early consolidation, which differs from the typical path of privatization to government control.
 - This approach offers benefits such as shared resources, reduced risk, and the eventual exit of member counties from utility ownership.

- Asset transfers provide a customer base and potential collateral for financing but also come with obligations for operations, maintenance, compliance, and capital improvements.
- **Conclusion:**
 - The consolidation strategy aims for long-term independence and reduced county funding.
- **Topic Title: Transition Objectives and New Revenue Sources:**
 - **Description:**
 - The authority aims to complete the transfer of plants and facilities as soon as possible, potentially earlier than April.
 - It plans to pursue new high-profile customers expected to begin operations in the next period.
 - Discussions are ongoing to acquire the Wellborn Water Plant.
 - Commissioner, Franklin White asked a question about FDOT Columbia County plant, and haven't we known about it.
 - Executive Director, Shannon Roberts stated we must create a plan.
 - Chairman, Rocky Ford stated Columbia County has an interlocal agreement with FDOT. At some point the utility will have to sit down with the plant.
 - Commissioner Franklin White made a comment when we sit down, we need to ask if it will affect the budget?
 - Commissioner, Timothy Murphy spoke about Arcadis-sewer plant.
 - County Manager, David Kraus spoke about FDOT rest area.
 - The focus is on increasing revenues through rate adjustments and customer growth to reduce county subsidies over time.
 - **Conclusion:**
 - A path is set toward decreasing and eventually eliminating county contributions.

Topic Title: Septic-to-Sewer Conversion Initiative:

- The service area includes approximately 28,000 septic tanks across the Suwannee BMAP and the Santa Fe Basin (Columbia side).
 - An opportunity exists to create a regional wastewater system by converting these septic tanks into public sewer.
 - A legislative appropriation of \$350,000.00 has been approved to fund an implementation plan, including mapping, density analysis, phasing, and infrastructure needs assessment.
 - This is a potential 15–20-year plan targeting state and federal funding for public health, environmental, resilience, and economic development benefits.
 - These conversions would create a substantial new customer base and drive growth in water services alongside sewer expansion.
- **Conclusion:**
 - Initial funding positions the authority to plan long-term septic-to-sewer conversions, which will add customers over time.

7.) Proposed Rates:

Objective-Review and approve proposed rates recommendation.

Considerations: Proposed rates were presented in Raftelis Reprt, by Henry Thomas and Matthew Ori (see attachment)

- **Topic Title: Items Excluded from Current Budget**
 - **Description:**
 - **Fort White Wastewater Treatment Plant:** Not included as there is no agreement to provide sewer services and the plant is not operational. Water plant services are covered under an agreement with Columbia County.
 - **FDOT Rest Area I-75 Sewer Plant:** Not included as the authority has no agreement with the county or FDOT. It is needed to support Busy Bee during a transitional capacity period. Columbia County has an agreement for the plant, but the authority is not a party to it.
 - **Wellborn Water Treatment Plant:** Not included as discussions are ongoing and financial details are unknown. It may be added to a future cycle.
 - **Conclusion:**
 - These exclusions reflect a lack of finalized agreements or operational readiness. Future inclusion depends on new agreements and detailed assessments.
- **Topic Title: Interlocal Agreement for DOT/Ellisville Facility Operations**
 - **Description:**
 - An interlocal agreement between the county and FDOT exists for the rest area plant, but the Utility Authority is not a party to it. An agreement with the county is needed for the authority to operate and maintain the plant.
 - A consensus was reached that these costs are a Columbia County obligation and can be added to the budget via a separate interlocal agreement. Executive Director Shannon Roberts and Chad Williams will coordinate with County Manager, David Kraus and the NFWUA Attorney Grady Williams to draft it.
 - The timing is uncertain due to the Ellisville "band-aid" and Busy Bee's launch, with an estimate of January considered unrealistic.
 - Cost drivers include the start date, duration, and operating costs, which are not purely volume-correlated due to fixed staffing. An earlier estimate mentioned was approximately "eighty-five thousand dollars a year" for free sewage treatment provided to the DOT rest area.
 - Commissioner, Timothy Murphy made a comment on how you come up with \$85,000.00.
 - County Manager, David Kraus spoke about as you calculate the cost you will get paid for the water revenue.
 - Commissioner, Timothy Murphy made the comment that the net may offset the cost.

- Discussion ensued
- Henry Thomas with Raftelis stated they did not look at the FDOT Rest Area Plant for the 27 Budget Year.
- Henry Thomas with Raftelis stated that the Suwannee Catalyst Plant is not in operation and not on the budget.

Capacity Planning and Expansion for Ellisville

- **Description:**
 - Columbia County anticipated needing additional capacity, and interconnect plans with the DOT rest area were part of the solution. Busy Bee is expected to come online around quarter 4- 2027 or into 2028, suggesting there is about a year to make decisions.
 - A grant application was submitted to Rural Infrastructure for the Ellisville plant expansion. Two options are being considered: USDA funding for a new plant (4–5 years) or incremental "band-aid" capacity additions (currently being pursued).
 - North Florida Professional Services handles interconnect and engineering, while Arcadis is working on the sewer plan.
- **Conclusion:**
 - Both long-term and short-term expansion paths are being pursued with active funding efforts. The timeline for decisions is acknowledged, but further information is needed.
- **Topic Title: Administrative and Operations Budget Highlights**
 - **Description: (see attached documents) – Richard Powell**
 - The balanced budget proposes total expenditure of \$3,711,195.00, a 15% contingency of \$271,679.00 and an ending cash balance of \$517,000.00
 - The administration budget increases by \$233,991.00 driven by converting a contractual role to a full-time employee, adding a part-time admin, 3% staff raise, a lobbyist (\$60–\$65,000), IT support services, and a nine-month office lease \$4,000 a month.
 - The operations budget increases by \$22,000.00 by replacing some contractual services with two full-time operators. A 1.9 million grant has been awarded and will be fully spent.
 - **Conclusion:**
 - The administration is being built out to support core functions, while operations staffing is shifting from contractors to employees to improve performance and cost control.
- **Topic Title: Staffing and Compensation**
 - **Description:**
 - The current staff of five FTEs will be increased with one part-time admin and one full-time dual-certified operator, who is expected to "pay for itself" by replacing outsourced costs.
 - Commissioner, Timothy Murphy made a comment about Executive Director, Shannon Roberts salary increases to \$132,000.00.

- General employee raises are budgeted at 3%. The Executive Director's current salary of \$125,000.00 has a proposed placeholder of \$132,000.00 5.6% increase, which is pending a separate Board review and decision as per contract.
 - Commissioner, Timothy Murphy made a comment about the 3% raise for the employees.
 - Moses Cleppner made a comment about the 5.6% increase.
 - Executive Director, Shannon Roberts stated that this is a place holder. Governor has cut the budget by 10%, that's a demand.
- **Conclusion:**
 - The budget approves adding 1.5 FTEs to improve internal capacity. The Executive Director's salary figure is a placeholder subject to separate Board approval.
- **Topic Title: Office Space and IT Services**
 - **Description:**
 - The current workspace is crowded, prompting the need for leased office space in Lake City, for which funding is included in the budget. A public comment noted unused conference rooms in a county building, but the chair cited practical limitations for daily work.
 - Commissioner, Franklin White made a comment about an office lease where and why?
 - Executive Director, Shannon Roberts stated that more room is needed.
 - Chairman, Rocky Ford made the comment that they are out of space.
 - Stew Lilker made a comment that the building in Lake City has 2 big rooms that can be used for conference calls and a big meeting room.
 - Commissioner, Timothy Murphy asked a question about the IT security services?
 - Executive Director, Shannon Roberts stated that it is for the billing of computers.
 - Outsourced IT services are needed for security, backups, and network management, as there is no in-house IT employee. The current internet device is portable and will be moved to a new location.
 - **Conclusion:**
 - The budget includes funding for a nine-month office lease and contracted IT support services.
- **Topic Title: FY Budget, Revenue, and Reserves**
 - **Description:**
 - The budget is funded by an approximate 40% increase in user charges (generating over \$1,000,000.00), aligned with the Raftelis rate study, and county contributions of \$496,157.00.
 - Public comments flagged disparate rate impacts: an 116% increase for Suwannee, 37% for Fort White, and 78% for Ellisville.
 - Commissioner, Franklin White made a comment about the reserve and that Suwannee County paid and Columbia County did not. Are these revenues included in the rate increase.
 - Powell Consulting CPA, Richard Powell stated yes see page 10.

- Emergency repair reserves are funded via county balances and a request to up the combined total to \$150,000.00 at year-end.
 - An estimated carry forward of \$450,000.00 from prior and current-year savings will roll into the budget. The Board noted its frugality, having returned \$500,000.00 unspent last year.
 - Chairman, Rocky Ford made a comment that the budget money will have to go before the Board.
- **Conclusion:**
 - The budget is balanced via rate increases and county contributions. Rate impact details will follow in the rate study session, and significant savings are expected to be carried forward.
- **Topic Title: Scrutiny, Risk Management, and Legislative Compliance**
 - **Description:**
 - A public commenter questioned the \$234,000 increases in administration costs, a \$100,000 increase in contractual services, and the lobbyist fee. Board members clarified that budgeted amounts are subject to procurement and no vendors have been selected.
 - Regarding HB/SB 1329, a commenter stated it requires 10% budget cuts. Staff's interpretation is that it may only require presenting a reduction option and may not apply to special districts.
 - The executive perspective is that the proposed budget increase is a measured and conservative approach to mitigate operational and compliance risks, especially with new customers coming online.
 - Powell Consulting CPA, Richard Powell stated that the budget is balanced.
 - **Conclusion:**
 - Transparency concerns were noted. The Board will seek a legal opinion on the applicability of HB/SB 1329. The budget is seen as a balance between conservatism and adequate resourcing.
- **Topic Title: Other Items and Meeting Flow**
 - **Description:**
 - The Suwannee Catalyst Industrial Park Wastewater Treatment Plant will not be operational in this budget period and will be revisited next cycle.
 - New VMAP rules will evaluate historical water consumption, which may require entering the recharge business sooner.
 - The Board approved a five-minute recess before proceeding with the rate study presentation.
 - **Conclusion:**
 - The Suwannee Catalyst plant is excluded from the current budget. The implications of new VMAP rules need to be assessed. The rate study will follow the recess.

Conclusion: The authority will proceed to draft an interlocal agreement with Columbia County, costs will be recognized once the agreement starts

Meeting went into a recess at 11:50 A.M.

Meeting resumed at 11:59 A.M.

Proposed 2027 County-wide Utility Rate Structure: (see attached) from Raftelis

- The primary goal is to adopt a unified, authority-wide rate structure for the FY2027 budget, ensuring all customers pay the same rates.
- The analysis aligns with the FY2027 budget, which includes county contributions of approximately \$496,000.00 per year.
- A 40% overall revenue increase is targeted, though impacts will vary significantly by system. Some customers will see decreases, while others, particularly in Suwannee County's small customer base, will face very high increases.
- The authority will enter and end the fiscal year with approximately \$500,000.00 in reserves, which are not being used to balance the budget.
- Chairman, Rocky Ford stated that as the customer's base increase it will lower the rates.
- Henry Thomas, Raftelis stated that as Grants/Customer grow then yes rates will also drop.
- The high rates are attributed to an insufficient number of customers to cover expenses, presenting a choice between charging customers the full cost or subsidizing it with county funds.
- Regulatory changes for public health, nitrate requirements and inflation have increased plant construction and operation costs, contributing to the high rates.

Revenue and Operating Assumptions

- Revenues are based on retail sales to Fort White, Ellisville, Mason City, and Suwannee County, with minor customer growth assumed. Revenues from Busy Bee gas stations are included in FY2027.
- Henry Thomas, Raftelis spoke about Fort White about the rate cost.
- Chairman, Rocky Ford made a comment about maintenance and going to Fort White to Ellisville, line can be used for customers.
- Commissioner, Timothy Murphy made a comment is maintenance on the lines included in the budget.
- Henry Thomas, Raftelis stated yes.
- Chairman, Rocky Ford made a comment about the \$6.00 rate.
- Henry Thomas, Raftelis stated that there was no need for operators- unit cost will be fixed.
- Chairman, Rocky Ford made a comment that the plant in Ellisville, is the \$6.00 is this the pure treatment cost a gallon. FDOT rest area sells water cheaper than we can produce.
- County Manager, David Kraus made a comment that he thinks that the contract expires in April 2027.
- Commissioner, Franklin White spoke about the net cost.
- County Manager, David Kraus made a comment that Fort White must adopt the rates.
- Discussion ensued.
- Wayne Hannaka is confused about why Busy Bee was included in the Raftelis paperwork. Figure out a better way to work on the rates.

- Executive Director, Shannon Roberts stated that Busy Bee was added into the budget. Both counties are changing. How are we going to adjust the rates. Suwannee County Administrator, Jason Furry stated that Suwannee County does not have any residential customers.
- Commissioner, Franklin White stated that it is a volume problem.
- Chairman, Rocky Ford subsidized the rate.
- Commissioner, Franklin White made a comment that I know what you are saying.
- Wayne Hannaka made a comment about new customers.
- Discussion ensued
- Henry Thomas, Raftelis stated that Fort White has not had a rate increase in 16 years.
- Commissioner, Franklin White stated that without a plant we would not get any customers, talking about Suwannee County.
- Operating costs, including administration and FTEs, are categorized by water and sewer plants. Several plants are underutilized, making customer base expansion crucial for stabilizing per-unit costs.
- Due to uncertainty, five-year planning has been deferred in favor of a cycle-by-cycle budget approach for the next few years.

Recommended Water and Wastewater Rate Design

- **Water Rate Design (modeled after Fort White):** Comprises a readiness-to-serve charge (fixed capacity), a customer charge (billing), and tiered volumetric rates to encourage conservation. Commercial readiness-to-serve charges scale by meter size.
- **Wastewater Rate Design:** Features a higher readiness-to-serve charge (\$84.69) and a customer service charge of \$6.77. The volumetric rate is flat at \$9.44 per thousand gallons above 3,000 gallons. Commercial charges are also scaled by meter size.
- Jimmy Norris made a comment about County comparison; rural areas always struggle to subsidize the systems.
- Henry Thomas, Raftelis made a comment about most regions having only water. Small parts of economic are harder sales on the user side.

Illustrative Bill Impacts by System

- **Ellisville & Mason City:** A residential bill (5,000 gal) would increase by 58% to \$63.62. The commercial bill (2" meters, 24,000 gal) would increase by 96.6% to \$521.00.
- **Fort White:** A residential bill (4,000 gal) would increase by 52% to \$56.99. A commercial bill (2" meters, 24,000 gal) would decrease by 21% to \$521.04. This is because Fort White's previous commercial structure had a high rate of \$11.37 per thousand gallons over 10,000 gallons, while the new unified rate is a flat \$6.86.
- **Suwannee County:** The very small customer base (<20) will see typical increases of +132% for water and +100% for wastewater.

Context, Comparisons, and Challenges

- **Inflation and Comparative Utilities:** Rates have not kept pace with inflation historically. The proposed combined bill of \$173.96 (at 5,000 gallons) is within a wide

range compared to neighboring utilities, some of which are also expected to raise rates. A request was made for comparisons to other county-operated utilities like Wakulla County, not just cities.

- **Wholesale vs. Retail Service to Fort White:** The rate proposal assumes retail service to Fort White, not a wholesale arrangement. A prior wholesale cost estimate was based only on treatment costs and excluded broader system and administrative expenses.
- **Startup Challenges & Growth:** As a startup utility, subsidies are common, and growth is critical in reducing per-unit costs. Deferring capital/R&R projects is strongly discouraged due to escalating construction costs. Onboarding new customers through grants septic-to-sewer could stabilize or even lower rates over time.
- **Economic Development Concerns:** A concern was raised that high utility rates could deter new businesses. A suggestion was made to create special "economic development rates" for new, significant businesses, potentially subsidized by the counties.
- Discussion ensued
- Henry Thomas, Raftelis spoke about relocating their business- other compacting factors.
- Commissioner, Timothy Murphy spoke about the Villages.
- Henry Thomas, Raftelis stated they have private utilities for each new phrase, then they sell it. He spoke about the Morris Family and the way they run the Villages.
- Suwannee County Administrator, Jason Furry spoke about their way to do 2 rates for each County.
- Henry Thomas, Raftelis stated that you can have 2 different rates.
- **External Financial Pressures:** Potential changes to residential property taxes and state-level limitations on impact fees may limit the ability to offer incentives and could shift infrastructure costs to existing customers.
- Chairman, Rocky Ford spoke about the tax rebates solutions to bring economic.
- Chairman, Rocky Ford made a comment about subsidize the utilities.
- Commissioner, Timothy Murphy spoke about the property taxes and the Data Centers.
- Matthew Ori, Raftelis spoke about more easements, more money will raise funds.
- Henry Thomas, Raftelis state is limiting the impact fees, everything is better when handled locally.

Governance and Transparency

- The Board affirmed its commitment to transparency, noting that monthly financial reports are provided and an annual audit will detail all expenditures.

Chairman, Rocky Ford spoke about trying to be transparent on everything.

Decision on Rate Structure

Chairman, Rocky Ford stated to put it on the agenda for the meeting on budget and rates.

Commissioner, Timothy Murphy asked the question how this plays out for BOCC.
County Manager, David Kraus stated the next meeting.

The Board decided to postpone the vote on the rate structure and budget to allow more time for review. The items will be on the agenda for the next meeting on Monday, July 20, 2026. Special meeting for today was cancelled.

Public Comments:

Stew Lilker made a comment about the special meeting being cancelled. He spoke about borrowing money and restricting this Board. He also expressed concern over the future Board's lack of elected representatives and called for more detailed financial reporting beyond budget presentation. There were no power points or graphs. He suggested re-doing the Board with an elected representative from both Counties. He spoke about accurate expenditure report to one year to another. Raise the bar for what this represents to the public.

Powell Consulting CPA- Richard Powell made a comment that there is a monthly financial report done and an end-of-the-year audit. He also stated that anything that was requested they would provide.

Attorney Comments: None.

Director Comments: None.

Adjournment:

There being no further business, meeting was adjourned at 12:13 P.M.

ATTEST:

Rocky Ford, Chairman

Columbia County Commissioner

James M. Swisher, Jr.

Clerk of Court & County Comptroller

North Florida Water Utilities Authority

July 20, 2026 @ 09:30 A.M.

The North Florida Water Utilities Authority (NFWUA) met in a scheduled meeting at the Suwannee County Judicial Annex, 218 Parshley Street SW, Live Oak FL. 32064. The meeting was opened with the Pledge of Allegiance to the Flag of the United States of America.

Board Attendance:

Chairman, Commissioner Rocky Ford

Vice-Chairman, Commissioner Franklin White

Board Member, Commissioner Timothy Murphy

Board Member, Commissioner Leo Mobley

Board Member, Steven Dicks

Others in Attendance:

County Manager, David Kraus

NFWUA Attorney, Grady Williams

Executive Director, Shannon Roberts

Assistant County Manager, Kevin Kirby

County Administrator, Jason Furry

Customer Service Support Specialist, Wendy Parnell

Administrative Assistant, Shawn Gray

Utilities Superintendent, Robert Domingue

Powell & Jones, CPA- Richard Powell

Deputy Clerk, Melissa Williams

Walter Graham

Jock Phelps

Additions and Deletions: None

- Item 9 contains: cover sheet, alternative budget proposal with prior information column; divider; workshop budget materials.
- Item 10 contains: agenda sheet, rate impact analysis showing previous rate impacts and adjusted impacts for potential rate changes; new rate structure; divider; workshop rate materials.
- Materials are organized to compare previous and new information; members can remove pages from binders for easier review.
- No additions, deletions, or adjustments to the agenda were proposed.

Approval of Agenda:

MOTION by Commissioner, Franklin White to approve agenda. SECOND by Commission Leo Mobley. The motion carried unanimously.

Public Comment:

There were no public comments.

Discussion and Actions:1. Approval of Minutes:

Meeting minutes approval for 06/15/2026- NFWUA Meeting

MOTION by Commissioner, Franklin White to approve the minutes from 06/15/2026 for the NFWUA meeting. SECOND by Board Member, Steven Dicks. The motion carried unanimously.

2. Bills & Vouchers: Powell & Jones, CPA- Richard Powell

Requesting approval of the payments for bills and vouchers during the period of June 8th - July 15th, 2026.

Process overview: Invoices received, approved, and coded by Shannon's staff; entered accounting; checks prepared, issued by Executive Director, Shannon Roberts

- The amount of bills paid between June 8th, 2026- July 15th, 2026, was \$170,066.75.
- Questions raised about payments, including payment to Suwannee County and whether Columbia County charges rent or fees for clerk services and facilities.
- Rocky Ford, Chairman noted minutes will start being done in-house by the clerk.
Stew Lilker made a comment about the use of AI tools in producing minutes and requested minutes explicitly state when AI is used, aligning with Columbia County policy.
- Bo Hancock made a request regarding payments for employee benefits (life, hospital, retirement).
- Please see the attached bill payment list in the amount of \$ 170,066.75

MOTION by Board Member, Steven Dicks to approve the Bills & Vouchers in the amount of \$170,066.75 from June 8th -July 15th, 2026. SECOND by County Commissioner, Franklin White. The motion carried unanimously.

3. NFWUA Financial Report- Powell & Jones, CPA- Richard Powell

Presentation and review of financial information for 6 months as of March 31, 2026.

Financial report for nine months- October 1st, 2025, ending June 30, 2026.

- Statement of financial position: Total assets \$530,406.00 cash -\$457,085.03 accounts receivable-\$70,000.00.
- Liabilities: \$25,157.00 equity (net worth): \$504,894.00
- Equity components: \$197,000.00 carryover funds; current year earnings \$306,899.00.
- Statement of activities: Total revenue \$1,282,416.00 total expenditure \$974,175.98 (administration plus seven plants).
- Net revenue year-to-date: \$306,899.20 (after other expenses).
- Conclusion: Budget motion made and carried out to accept the financial report.

(see attached documentation)

MOTION by County Commissioner, Franklin White to approve the Financial Report dated October 1st - June 30th, 2026. SECOND by Board Member, Steven Dicks. The motion carried unanimously

4. Tentative FY 2026-2027 Budget

Discuss and approve a tentative FY 2026-2027 Budget and alternative proposal.

- Post-workshop follow-up: Board Members sought alternatives to balance service revenues with customer impact, believing initial rate increases were "outrageous."

Powell & Jones, CPA- Richard Powell spoke about the alternative budget proposal. The cash balance forward is permanent. The contingency could be used for emergencies.

Budget discussed at the workshop on July 13th, 2026.

See the administration on Page 2 for the changes.

The old amount: \$486,831.00

The new amount: \$720,822.00

County Commissioner, Franklin White requested Executive Director, Shannon Roberts to go back and look at the budget.

Chairman, Rocky Ford made a comment that he did sit down and ask Executive Director, Shannon Roberts to look at the budget rates and get with Raftelis.

Chairman, Rocky Ford spoke about operating the plants Columbia, Suwannee and Fort White \$200,000.00 cheaper than the utility authority has set out to do. Utility is doing what it was designed.

Executive Director, Shannon Roberts put together a graph. The Utility Board are reporting to DEP on time also.

Board Member, Steven Dicks spoke about the Budget and that it had changed on Thursday and the Sunshine Law.

Stew Lilker made a comment about Suwannee County having no clue till they come to the meeting. The budget is not ADA compatible. Comment was made about a violation of the Sunshine Law. He spoke about Columbia County after the Board's workshop, knew about a different budget without the full Board's review.

A public comment suggesting adding elected representatives from each county to the utility authority Board was not formally addressed or discussed by the Board.

NFWUA Attorney, Grady Williams made the comment legal counsel stated that no formal action was taken at the workshop, and individual Board members speaking to Staff does not constitute a violation. The current meeting was the proper venue for review and voting.

Supporters argued it was a small price for securing millions in grants, citing past success and a potential \$40 million federal grant (WERDA Act) for a new sewer plant in Ellisville that a lobbyist helped advance. Legislative & Intergovernmental Affairs Coordinator, Staz Guntek made a comment that we have been put on the list. Then it goes to the House and then they will vote on it and next it goes to the Senate. Suwannee County was also contacted about a \$60 million dollar act.

County Commissioner, Timothy Murphy spoke about the workshop and no action with the Board. Is this legal?

NFWUA Attorney, Grady Williams stated he heard no action and the workshop was a public meeting
County Commissioner, Timothy Murphy agreed that the rates are high.

County Commissioner, Franklin White stated that he called Executive Director, Shannon Roberts to come up with new rates.

County Commissioner, Timothy Murphy made a comment about going into the reserves and the \$65,000.00 for a Lobbyist. He spoke about the Mayor of Fort White and stated that we do not need the Utilities from the Board.

Discussion ensued.

County Commissioner, Franklin White stated that without a lobbyist you will not get anywhere.

Chairman, Rocky Ford spoke about a lobbyist, and the Federal Grants are available in Washington in about 40 million. I support a lobbyist 100% and so does Commissioner, Franklin White.

County Commissioner, Timothy Murphy spoke about time will come that you will need one, be more conservative. He stated that County Manager, David Kraus and County Administrator, Jason Furry need the budget.

NFWUA Attorney, Grady Williams made the comment that Clay County approved the budget and sent it out to other counties. This Board can set it however they would need to.

Strategy: Reduce revenue requirements and ensure financial reporting reflects true production and delivery costs. The alternate budget reduces "Other customer service revenue" from \$1,007,562.00 to \$838,119.00 and slightly increases county contributions to the current year's level.

- The budget was balanced using contingency money and cash forward. The contingency reserve was reduced from 15% to 12%, and the beginning cash estimate was conservatively set at \$450,000.00 though the nine-month actual is closer to \$500,000.00
- Conclusion: A motion to tentatively approve the alternate budget proposal for fiscal year 2026-2027, totaling \$4,379,415, passed 4-1 with Commissioner, Timothy Murphy voting in opposition.

The budget includes a potential \$65,000.00 for a lobbyist. Supporters argued it was a small price for securing millions in grants, citing past success and a potential \$40 million federal grant (WERDA Act) for a new sewer plant in Ellisville that a lobbyist helped advance. The grant request is on a list for House appropriation.

- Opponents disagreed with using reserves for a lobbyist, arguing for a more conservative approach and that the utility was "growing government too quickly."
- Moses Cleppner made a comment questioned a lobbyist's loyalty when representing multiple entities.
- The utility is set to receive \$350,000.00 from the Department of Environmental Protection (DEP) for a regional study, and a lobbyist could help secure additional funding potential \$65,000.00 lobbyist, and a \$36,000.00 office lease. The operational budget increase was minimal (\$23,000.00)
- Strategy: Reduce revenue requirements and ensure financial reporting reflects true production and delivery costs. The alternate budget reduces "Other customer service revenue" from \$1,007,562.00 to \$838,119.00.00 and slightly increases county contributions to the current year's level.

The budget was balanced using contingency money and cash forward. The contingency reserve was reduced from 15% to 12%, and the beginning cash estimate was conservatively set at 450,000, though the nine-month actual is closer to 500,000.00

MOTION by Commissioner, Franklin White to approve the alternate budget proposal for fiscal year 2026-2027, totaling \$4,379,415.00. SECOND by Commissioner, Leo Mobley. The motion carried with a 4-1 vote with County Commissioner, Timothy Murphy opposing.

The Board reviewed an alternate rate proposal (dated 7/16/2026) corresponding to the approved tentative budget. This version reduces customer impact compared to the initial proposal.

A question was raised about the "blended rate" structure, with a request for a cost breakdown per entity (Fort White vs. Ellisville) to understand the financial impact.

Jody Dupree made a comment about the blended rate and how much each County is paying. Balance your budget.

An example was provided: a Fort White residential user at 4,000 gallons would see a monthly rate increase of about \$10, from \$37.49 to \$47.98.

It was clarified that the utility authority's role is to make a recommendation; each County (Columbia, Suwannee) and the town of Fort White must individually set rates for their customers as they own the assets.

County Commissioner, Franklin White made a comment about Columbia County must look at it. Suwannee County meeting is tomorrow night. Can not take actions.

County Commissioner, Timothy Murphy spoke about the Utility Rate Meeting.

NFWUA Attorney, Grady Williams spoke about publishing the workshop with the rate in September, approving the budget and the rates. Board needs to approve the rates.

Chairman, Rocky Ford stated that both counties and Fort White, will have to vote on the budget and the rates.

County Manager, David Kraus stated that Columbia County can approve the rates, a number that is dedicated to its utility. Columbia County will set the rates for the assets. Only what we as Columbia County will give to the utility.

Moses Cleppner made a comment that tax payors fund this and that each County does \$526,000.00 for the NFWUA. Lobbyists are corrupt and cannot be trusted. Give the work to a man.

Protection (DEP) for a regional study, and a lobbyist could help secure additional funding for this.

It was noted that the combined operation of utilities for Suwannee, Columbia County, and Fort White for FY2026 cost \$1,066,276, which is over \$200,000 cheaper than the counties' previous individual operating costs while ensuring DEP compliance.

Alternate rate increase impact 07/16/2026.

A counterpoint was raised that one county's cost increased from \$360,000.00 to \$520,000.00 This was clarified by stating the previous lower cost was due to the county accepting operational risk and not fully funding resources, whereas the authority is now in compliance and has more consistent billing.

Chairman, Rocky Ford made a comment about this rate.

Executive Director, Shannon Roberts stated that this is tentatively the budget for 2026/2027.

Bo Hancock asked a question if Suwannee County will vote on the rate?

Chairman, Rocky Ford stated yes.

Commissioner, Franklin White stated that it is balanced out.

Chairman, Rocky Ford stated that we very seldom take the first rate, like the blended rate Executive Director, Shannon Roberts has come up with.

Commissioner, Franklin White stated that nobody wins and everybody will pay.

5. Executive Director Performance Review – Shannon Roberts

At the June 15th, 2026, meeting, The Board gave instructions to create an annual review form for the Executive Director that aligned with review forms used by other utilities.

NFWUA Attorney, Grady Williams obtained a review form that is utilized by the Clay County Utility Authority.

Slight alterations were made to the form so it could be used for the NFWUA and has been approved by the Chairman.

The review process established by the Chairman is as follows:

NFWUA Attorney, Grady Williams will be the central point of contact for the process to send forms, receive the completed forms, and tabulate review scores.

Each Board Member will receive the review forms on July 20th, 2026, or as soon as possible thereafter.

Board Members will complete the review and send their completed form back to NFWUA Attorney, Grady Williams by July 31st, 2026.

NFWUA Attorney, Grady Williams will compile the review information, forms and tabulate scores.

Performance review information, forms and tabulate scores.

Performance review information will be included as an agenda item at the August 17th, 2026, Board Meeting.

At the August 17th, 2026, meeting the Board will finalize the review and take actions they deem appropriate.

(See attachment)

Chairman, Rocky Ford asked Executive Director, Shannon Roberts to post the graph to the Website.

Moses Cleppner made a comment about the Executive Director, Shannon Roberts should not have any input choosing the evaluation form. Asking the Board to reconsider the 3% raise to be 2%. Spoke about

how Executive Director, Shannon Roberts did not make the deadline for a Windstream Grant that was \$30 million dollars.

Chairman, Rocky Ford made a comment about not airing out pass performances, judge on the past year.

Spoke about a Public Workshop and address usage payments not being collected. Get with Columbia County Manager, David Kraus and Suwannee County Administrator, Jason Furry.

Stew Lilker made a comment about the 5 Board Member's need to evaluate Executive Director, Shannon Roberts. He stated that he did send a form change to Executive Director, Shannon Roberts. Forms were sent to both Staff/employees and Chairman, Rocky Ford. Comment was made about treated water.

Conclusion: The composite report will be presented at the August 17th meeting for finalization.

Director's comments:

Executive Director Shannon Roberts made a comment on the update of the \$350,000.00 DEP Grant. Organizational Officer to submit the forms completed in the agreement. Will bring the forms/agreement back to the Board.

Public Comments:

Wayne Hannaka made a comment to set the record straight, can only speak for Suwannee County- \$360,000.00 a year and now is \$520,000.00. We were spending less when it started, not increasing. Hire someone new to run it.

Board Member Comments:

Chairman, Rocky Ford stated that Suwannee County was running 2 plants and now are running 3. Columbia is running 4 plants. Both Counties have increased.

Attorney Comments:

NFWUA Attorney, Grady Williams made a comment on responding on the forms, write your comments. He stated that he will do the average for each category and will put it together and each can see it.

Commissioner, Leo Mobley stated thank you for the report.

Adjournment:

There being no further business, meeting was adjourned at 11:00 A.M.

ATTEST:

Rocky Ford, Chairman

Columbia County Commissioner

James M. Swisher, Jr.

Clerk of Court & County Comptroller

Agenda Item #9 - Bills and Vouchers

OBJECTIVE:

Approval of the payments for bills and vouchers in batch file #11.

CONSIDERATIONS:

See attached documentation

BUDGET IMPACT:

Budgeted items

RECOMMENDATION:

Approve the payments for bills and vouchers in batch file #11.

North Florida Water Utilities Authority
Bill Payment List
July 22-August 14, 2026

Date	Num	Vendor	Amount
101.000 First Federal Checking			
07/22/2026	5324	JEL H2O	-8,092.60
07/24/2026	5276	CLAY ELECTRIC COOPERATIVE,INC.	-3,971.87
07/24/2026	5275	CORE & MAIN LP	-13,319.75
07/24/2026	5274	DATAINTEGRITY SERVICES	-759.32
07/24/2026	5273	CUMMINS SALES & SERVICE	-4,019.00
07/24/2026	5277	ENTERPRISE FM TRUST	-5,657.77
07/24/2026	5278	FORTILINE, INC	-998.68
07/24/2026	5279	EXPRESS EMPLOYMENT PROFESSIONALS	-1,719.68
07/24/2026	5280	G.W. HUNTER, INC.	-1,742.65
07/24/2026	5281	GRAHAM & SONS ELECTRICAL, INC	-1,600.00
07/24/2026	5282	J&J GAS SERVICE	-2,061.97
07/24/2026	5283	HAWKINS, INC	-3,275.86
07/24/2026	5284	HAZEN AND SAWYER	-13,282.00
07/24/2026	5285	POWELL CONSULTING	-4,138.00
07/24/2026	5286	RAFTELIS	-7,105.00
07/24/2026	5287	RIVERBEND NEWS	-79.08
07/24/2026	5288	RING POWER CORP.	-5,100.19
07/24/2026	5289	TWO FOLD WATER ENGINEERING, INC.	-1,546.00
07/24/2026	5290	Suwannee County Board of County Commissioners	-2,526.21
07/24/2026	5291	AMERICAN PIPE AND TANK, INC	-1,135.00
07/24/2026	5292	USA BLUEBOOK	-831.05
07/24/2026	5293	EUROFINS ENVIRONMENTAL TESTING SOUTHEAST LLC	-2,114.42
07/24/2026	5294	AEL	-1,733.15
07/24/2026	5295	SUNSHINE STATE ONE CALL	-140.94
08/13/2026	5296	CORE & MAIN LP	-11,778.55
08/13/2026	5297	DAVID CHANNEL	-46.87
08/13/2026	5298	FLORIDA DEPT. OF ENVIRONMENTAL	-600.00
08/13/2026	5299	EUROFINS ENVIRONMENTAL TESTING SOUTHEAST LLC	-1,282.00
08/13/2026	5300	EXPRESS EMPLOYMENT PROFESSIONALS	-3,224.40
08/13/2026	5301	G.W. HUNTER, INC.	-1,699.66
08/13/2026	5302	GARY DICKS	-36.26
08/13/2026	5303	J&J GAS SERVICE	-30.93
08/13/2026	5304	HARSH PATEL	-36.37
08/13/2026	5305	HAWKINS, INC	-1,015.95
08/13/2026	5306	JAMES JOHNSON	-8.57
08/13/2026	5307	H AND H DEV ENVIRONMENTAL	-16.91
08/13/2026	5308	POWELL CONSULTING	-4,138.00
08/13/2026	5309	KEN SNIDER	-43.74
08/13/2026	5310	Security Safe	-1,118.91
08/13/2026	5311	LAURA HALL	-83.74
08/13/2026	5312	MELANIE GOMEZ	-120.15
08/13/2026	5313	SUNSHINE STATE ONE CALL	-110.97
08/13/2026	5314	Suwannee County Board of County Commissioners	-37.44

North Florida Water Utilities Authority

Bill Payment List
July 22-August 14, 2026

Date	Num	Vendor	Amount
08/13/2026	5315	U.S. WATER SERVICES CORPORATION	-12,881.13
08/13/2026	5316	UTILITY SOLUTIONS INC	-8,510.00
08/13/2026	5317	SYDNEY TAYLOR	-17.54
08/13/2026	5318	TRIPLE S COMMUNICATIONS	-13.87
08/13/2026	5319	AEL	-680.00
08/13/2026	5424	TWO FOLD WATER ENGINEERING, INC.	-15,525.00
08/13/2026	5425	Kinetic Business by Windstream	-87.41
08/13/2026	5426	Suwannee Valley Electrical Cooperative	-914.38
08/13/2026	5427	JEL H2O	-8,553.60
Total for 101.000 First Federal Checking			-\$159,562.54

Agenda Item #10 NFWUA Financial Report

OBJECTIVE:

Presentation and review of financial information

CONSIDERATIONS:

- Current period financial results will be presented by Powell Consulting

(See attached documentation)

BUDGET IMPACT:

Not applicable

RECOMMENDATION:

Not applicable

North Florida Water Utilities Authority

Statement of Financial Position

As of Jul 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
101.000 First Federal Checking	337,299.20
Total for Bank Accounts	\$337,299.20
Other Current Assets	
115.000 Accounts Receivable	54,549.60
116.000 Due from Columbia County	0.00
QuickBooks Tax Holding Account	0.00
Total for Other Current Assets	\$54,549.60
Total for Current Assets	\$391,848.80
Total for Assets	\$391,848.80
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	-4,845.00
Total for Accounts Payable	-\$4,845.00
Other Current Liabilities	
220.000 Customer Deposits	24,665.00
Direct Deposit Payable	0.00
Payroll Liabilities	
FL Unemployment Tax	0.00
FRS Contribution	5,377.31
Vehicle Usage	1,290.00
Total for Payroll Liabilities	\$6,667.31
Total for Other Current Liabilities	\$31,332.31
Total for Current Liabilities	\$26,487.31
Total for Liabilities	\$26,487.31
Equity	
276.000 Retained Earnings	197,995.37
Net Revenue	167,366.12
Total for Equity	\$365,361.49
Total for Liabilities and Equity	\$391,848.80

North Florida Water Utilities Authority

Statement of Activity
October, 2025-July, 2026

	Total
Revenue	
335.100 County Grant- Columbia County	390,486.27
335.110 Columbia County Grant- Repairs	19,950.00
335.200 County Grant- Suwannee County	390,686.27
335.210 Suwannee County Grant- Repairs	50,000.00
343.300 Sales	
343.330 Ellisville Water Sales	128,880.99
343.340 Fort White Water Sales	205,923.90
343.350 Mason City Water Sales	7,381.80
343.360 Ellisville Sewer Sales	82,009.24
343.370 I-75 Sewer Sales	58,733.85
343.380 Suwannee County Water Sales	13,246.69
Total for 343.300 Sales	\$496,176.47
361.000 Interest Earnings	28.59
369.000 Miscellaneous Revenue	190.00
Total for Revenue	\$1,347,517.60
Gross Profit	\$1,347,517.60
Expenditures	
001 535.110 Plant Payroll- Unallocated	0.00
001 Administration	
533.121 Salaries	126,913.81
533.211 FICA Taxes	16,515.68
533.231 Health and Life Insurance	12,605.91
533.351 Contractual Services	256,885.55
533.4061 Legal Ads	3,311.70
533.4506 Fuel	2,821.53
533.451 Office Supplies	15,353.47
533.6061 Capital Outlay- Equipment	23,201.34
Total for 001 Administration	\$457,608.99
002 Ellisville Water	
533.122 Salaries	15,986.73
533.212 FICA Taxes	697.34
533.222 Retirement	809.82
533.232 Health and Life Insurance	1,351.31
533.312 Professional Services	13,445.81
533.342 Contractual Services	25,418.32
533.412 Communications	450.00
533.432 Utilities	10,475.07
533.462 Repairs and Maintenance	15,658.32
533.522 Operating Supplies	10,627.39
533.562 Gas and Oil	4,726.45
533.642 Non-capital Equipment	656.00

North Florida Water Utilities Authority

Statement of Activity
October, 2025-July, 2026

	Total
533.652 Capital Equipment	11,261.48
Total for 002 Ellisville Water	\$111,564.04
003 Fort White Water	
533.123 Salaries	15,986.75
533.213 FICA Taxes	697.34
533.224 533.224	809.82
533.229 Retirement Exp	0.00
533.233 Health and Life Insurance	1,351.31
533.313 Professional Services	2,701.00
533.343 Contractual Services	34,639.60
533.413 Communications	450.00
533.433 Utilities	14,157.10
533.463 Repairs and Maintenance	27,431.28
533.523 Operating Supplies	14,227.08
533.563 Gas and Oil	2,568.41
533.653 Capital Equipment	4,924.25
Total for 003 Fort White Water	\$119,943.94
004 Mason City Water	
533.124 Salaries	15,986.75
533.214 FICA Taxes	697.34
533.223 Retirement	809.82
533.234 Health and Life Insurance	1,351.31
533.344 Contractual Services	394.44
533.434 Utilities	476.47
533.464 Repairs and Maintenance	1,000.00
533.524 Operating Supplies	310.95
533.654 Capital Equipment	3,479.54
Total for 004 Mason City Water	\$24,506.62
005 CIP Water	
533.125 Salaries	15,986.75
533.215 FICA Taxes	697.34
533.225 Retirement	809.82
533.235 Health and Life Insurance	1,572.38
533.315 Professional Services	33,726.74
533.336 Security Monitoring	809.94
533.415 Communications	691.34
533.435 Utilities	4,359.92
533.475 Repairs and Maintenance	13,405.85
533.525 Operating Supplies	1,131.16
533.535 Chemicals	1,514.42
533.645 Non-Capital Equipment	7,457.44
533.655 Capital Equipment	6,959.18
Total for 005 CIP Water	\$89,122.28

North Florida Water Utilities Authority

Statement of Activity
October, 2025-July, 2026

	Total
006 CR-137 Water	
533.126 Salaries	15,986.75
533.216 FICA Taxes	697.34
533.226 Retirement	809.82
533.236 Health and Life Insurance	923.76
533.316 Professional Services	16,039.98
533.416 Communications	85.56
533.436 Utilities	6,662.34
533.476 Repairs and Maintenance	8,528.14
533.526 Operating Supplies	1,676.43
533.536 Chemicals	2,294.00
533.556 Propane	221.25
533.656 Capital Equipment	6,959.08
Total for 006 CR-137 Water	\$60,884.45
007 Ellisville Sewer	
533.127 Salaries	15,986.74
533.217 FICA Taxes	697.34
533.227 Retirement	703.14
533.237 Health and Life Insurance	1,351.31
533.317 Professional Services	41,197.43
533.347 Contractual Services	92,080.20
533.417 Communications	1,800.00
533.437 Utilities	14,095.56
533.467 Repairs and Maintenance	33,904.35
533.527 Operating Supplies	15,559.74
Total for 007 Ellisville Sewer	\$217,375.81
008 I-75 Sewer	
533.128 Salaries	15,988.16
533.218 FICA Taxes	697.36
533.228 Retirement Exp	809.83
533.238 Health and Life Insurance	1,371.16
533.318 Professional Services	32,071.60
533.438 Utilities	22,872.74
533.468 Repairs and Maintenance	9,332.39
533.469 Repairs, Emergency	10,975.00
533.528 Operating Supplies	195.00
533.558 Propane	3,489.83
Total for 008 I-75 Sewer	\$97,803.07
Total for Expenditures	\$1,178,809.20
Net Operating Revenue	\$168,708.40

North Florida Water Utilities Authority

Statement of Activity

October, 2025-July, 2026

	Total
Other Expenditures	
535.231 Other Expenses	1,342.28
Total for Other Expenditures	\$1,342.28
Net Other Revenue	-\$1,342.28
Net Revenue	\$167,366.12

NORTH FLORIDA WATER UTILITIES AUTHORITY
PROJECTION OF ENDING FUND BALANCE 9/30/2026

NET REVENUE 7/31/2026	\$	168,708	
ESTIMATED SERVICE REVENUE- AUGUST- SEPTEMBER		99,500	
COUNTY GRANTS DUE		<u>260,324</u>	
			\$ 528,532
ESTIMATED EXPENDITURES- AUGUST- SEPTEMBER			<u>(236,000)</u>
ESTIMATED NET REVENUE			292,532
BEGINNING FUND BALANCE			<u>197,993</u>
ESTIMATED ENDING FUND BALANCE			<u><u>\$ 490,525</u></u>

Agenda Item #11 – NFWUA FY 2026-2027 Board Meeting Dates

OBJECTIVE:

Discussion and approval of regular monthly board meeting dates for FY 2026-2027

CONSIDERATIONS:

- Regular board meetings are normally scheduled on the 3rd Monday of each month at 9:30 AM alternating between Lake City and Live Oak
- 9:30 AM meeting conflicts:
 - Monday, November 16th would normally be scheduled for Live Oak, but the Judicial Annex in Live Oak is not available for the week of November 16th
 - Monday, December 21st is the week of Christmas
 - Monday, January 18th falls on Martin Luther King Jr Day
- 5:30 PM meeting conflicts:
 - TDC Conference Room in Lake City is not available after 5:00 PM for non-Columbia County employees
 - Monday, November 16th would normally be scheduled for Live Oak, but the Judicial Annex in Live Oak is not available for the week of November 16th
 - Monday, December 21st is the week of Christmas
 - Monday, January 18th falls on Martin Luther King Jr Day

(see attachment)

BUDGET IMPACT:

NA

RECOMMENDATION:

Decide on and approve regular monthly board meeting dates for FY 2026-2027

Options to Resolve NFWUA Board Meeting Conflicts for FY 2026/27

Conflict #1

Monday, November 16th would normally be scheduled for Live Oak, but the Judicial Annex in Live Oak is not available for the week of November 16th

Options are:

- Move meeting to Monday, November 9th in Live Oak
- Move meeting location to Lake City on Monday, November 16th

Conflict #2

Monday, December 21st is the week of Christmas

Options are:

- Leave meeting for Monday, December 21st
- Move meeting to Monday, December 14th

Conflict #3

Monday, January 18th falls on Martin Luther King Jr Day

Options are:

- Move meeting to Monday, January 11th
- Move meeting to Tuesday, January 19th

Conflict #4

The TDC Conference Room in Lake City is not available after 5:00 PM for non-Columbia county employees

Options are:

- Evening meetings are an option in Live Oak only
- Columbia County employee attends all Lake City meetings at TDC location and locks up after the meeting

Proposed FY 2026-2027 Regular Board Meetings

9:30 AM

Month	Day	Date	Location	Time	Day	Date	Location	Time	Day	Date	Location	Time			
October	Monday	10/19/2026	Lake City	9:30 AM											
November	Monday	11/16/2026	Live Oak	9:30 AM	or	Monday	11/9/2026	Live Oak	9:30 AM	or	Monday	11/16/2026	Lake City	9:30 AM	(Judicial Annex in Live Oak not available the week of 11/16/2026)
December	Monday	12/21/2026	Lake City	9:30 AM	or	Monday	12/14/2026	Lake City	9:30 AM	(12/21/2026 falls the week of Christmas)					
January	Monday	1/18/2027	Live Oak	9:30 AM	or	Monday	1/11/2026	Live Oak	9:30 AM	or	Monday	1/25/2027	Live Oak	9:30 AM	(1/18/2027 is Martin Luther King Jr Day)
February	Monday	2/15/2027	Lake City	9:30 AM											
March	Monday	3/15/2027	Live Oak	9:30 AM											
April	Monday	4/19/2027	Lake City	9:30 AM											
May	Monday	5/17/2027	Live Oak	9:30 AM											
June	Monday	6/21/2027	Lake City	9:30 AM											
July	Monday	7/19/2027	Live Oak	9:30 AM											
August	Monday	8/16/2027	Lake City	9:30 AM											
September	Monday	9/20/2027	Live Oak	9:30 AM											

Proposed FY 2026-2027 Regular Board Meetings (Lake City is not available for meetings after 5:00 PM for non-Columbia County Employees)

5:30 PM

Month	Day	Date	Location	Time	Day	Date	Location	Time	
October	Monday	10/19/2026	Lake City	5:30 PM					(Columbia County TDC meeting room is not available for meetings after 5:00 PM for non-Columbia County Employees)
November	Monday	11/16/2026	Live Oak	5:30 PM	or	Monday	11/9/2026	Live Oak	5:30 PM (Judicial Annex in Live Oak not available the week of 11/16/2026)
December	Monday	12/21/2026	Lake City	5:30 PM	or	Monday	12/14/2026	Lake City	9:30 AM (12/21/2026 falls the week of Christmas)
									(Columbia County TDC meeting room is not available)
January	Monday	1/18/2027	Live Oak	5:30 PM	or	Monday	1/25/2027	Live Oak	5:30 PM (1/18/2027 is Martin Luther King Jr Day)
February	Monday	2/15/2027	Lake City	5:30 PM					(Columbia County TDC meeting room is not available for meetings after 5:00 PM for non-Columbia County Employees)
March	Monday	3/15/2027	Live Oak	5:30 PM					
April	Monday	4/19/2027	Lake City	5:30 PM					(Columbia County TDC meeting room is not available for meetings after 5:00 PM for non-Columbia County Employees)
May	Monday	5/17/2027	Live Oak	5:30 PM					
June	Monday	6/21/2027	Lake City	5:30 PM					(Columbia County TDC meeting room is not available for meetings after 5:00 PM for non-Columbia County Employees)
July	Monday	7/19/2027	Live Oak	5:30 PM					
August	Monday	8/16/2027	Lake City	5:30 PM					(Columbia County TDC meeting room is not available for meetings after 5:00 PM for non-Columbia County Employees)
September	Monday	9/20/2027	Live Oak	5:30 PM					

Agenda Item #12 – Contract Renewal for Legal Services

OBJECTIVE:

Review and approval of legal services contract renewal for FY 2026-2027 for Grady Williams

CONSIDERATIONS:

- Current contract ends 9/30/2026
- Current monthly retainer is \$6250 (\$75,000 annually)
- FY 2026-2027 contract includes 3% COLA increase to bring the monthly retainer to \$6437.50 (\$77,250 annually)
- No other changes

(See attachment)

BUDGET IMPACT:

Included in FY 2026-2027 budget

RECOMMENDATION:

Approve legal services contract for FY 2026-2027 for Grady Williams

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 971 West Duval Street, Suite #150, 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 Kingsley Avenue, Bldg. 5, 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, 2026.

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 \$6,437.50 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, 2026, and end on September 30, 2027. 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 the Executive Director

for the AGENCY, Shannon Roberts, 971 West Duval Street, Suite #150, 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.

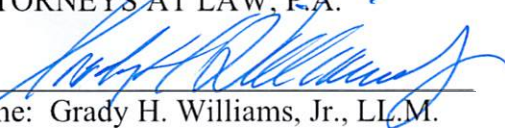
(4) This AGREEMENT shall be subject to the approval or ratification of the

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 _____, 2026, to be effective for all purposes as of the 1st day of October, 2026.

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

Date


8/03/2026

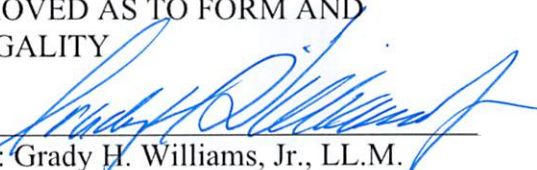
The "AGENCY"

NORTH FLORIDA WATER UTILITIES
AUTHORITY

By: _____

Name: _____
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 \$6,437.50 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, SRLP 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 \$75,000.00 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 Shannon Roberts, Executive Director 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 \$6,250.00 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.

Agenda Item #13 – Executive Director Performance Review

OBJECTIVE:

Discuss and determine next steps

CONSIDERATIONS:

- Not all board members submitted performance review to Grady Williams

BUDGET IMPACT:

Not applicable

RECOMMENDATION:

Discuss and determine next steps

Agenda Item #14 – Budget and Rates Hearing Date and Location

OBJECTIVE:

Discussion and approval of date for budget and rates hearing date and location

CONSIDERATIONS:

- Normally, NFWUA has their budget hearing after the counties
- Columbia County's budget hearing is scheduled for 9/17/2026
- Suwannee County's budget hearing is scheduled for 9/21/2026 in the evening after NFWUA's meeting
- Proposed options for NFWUA budget and rates hearing:
 1. Hold budget and rates hearing on 9/21/2026
 2. Schedule a special meeting after the 9/21/2026 meeting with the budget and rates hearing on the same date

BUDGET IMPACT:

NA

RECOMMENDATION:

Decide on and approve budget and rates hearing date and location

Board Comments:

Attorney Comments:

Director Comments:

Adjournment: