

**NOTICE OF RESCHEDULED REGULAR SEPTEMBER MONTHLY MEETING AND
OF BUDGET & RATES PUBLIC HEARING – FY 2026-2027 -
NORTH FLORIDA WATER UTILITIES AUTHORITY BOARD**

The Board of Directors (Board) of the North Florida Water Utilities Authority (NFWUA) will meet at 9:30 A.M., or as soon thereafter as may be heard, in Regular Session on September 28, 2026, in the Suwannee County Judicial Annex, 218 Parshley Street SW, Live Oak, FL 32064. The Board shall review for proposed adoption both a budget and rates for FY 2026-2027, beginning on October 1, 2026, and ending on September 30, 2027. A public hearing to make a FINAL DECISION on the budget and rates will be held at 9:30 a.m., or as soon thereafter as may be heard, on September 28, 2026, at the above location. *THE BOARD OF NFWUA WILL CONSIDER A PROPOSED INCREASE IN THE RATES, FEES AND CHARGES FOR WATER AND/OR SEWER UTILITY SERVICE AT SUCH PUBLIC HEARING AND MEETING.*

The tentative NFUWA budget and rate schedule for FY 2026-2027 is available for inspection at the NFWUA office, 971 W. Duval St., Ste. 150, Lake City, FL 32055, and online on NFWUA's official website: <https://nfwua.org/budget/>.

In accordance with the Florida Statutes and Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact North Florida Water Utilities Authority by mail to Shannon Roberts, Executive Director, P.O. Box 1266, Lake City, FL 32056 or by telephone at (386) 984-7342, 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) 984-7342.

NORTH FLORIDA WATER UTILITIES AUTHORITY

MEETING AGENDA

September 28, 2026, Suwannee County Judicial Annex, 218 Parshley Street SW, Live Oak, FL 32064.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Oath of Office – Roger Busscher
5. Additions & Deletions
6. Adoption of the Agenda

Public Comments

Discussion/Action Items

7. FY 2026-2027 Budget & Rates Public Hearing
8. FY 2026-2027 Budget Resolution
9. FY 2026-2027 Rates Resolution
10. Appointment of Secretary and Assistant Secretary
11. Approval of Meeting Minutes
12. Bills & Vouchers
13. Financial Report
14. Agenda Process
15. Mission Statement
16. Contract Renewal for Legal Services
17. Contract for Florida Government Relations Services

18. Executive Director Performance Appraisal

Board Comments:

Attorney Comments:

Director Comments:

Adjournment:

Agenda Items #1-6

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Oath of Office – Roger Busscher
5. Additions & Deletions
6. Adoption of the Agenda

Note: no backup documentation required for these items

Agenda Item #8 – Resolution 2025-2026-05 – FY 2026-2027 Budget

OBJECTIVE:

Review and approve Resolution 2025-2026-05 - FY 2026-2027 Budget

CONSIDERATIONS:

- Staff prepared a proposed budget package that was presented during the budget workshop on 7/13/2026. The Board reviewed and discussed the proposed budget package in detail
- Based on feedback from Board members staff made budget revisions and prepared a tentative budget package for review at the 7/20/2026 regularly scheduled meeting
- On 7/20/2026 Board discussed and approved a tentative budget

(See attachment)

BUDGET IMPACT:

Not applicable

RECOMMENDATION:

Approve Resolution 2025-2026-05 - FY 2026-2027 Budget

**NORTH FLORIDA WATER UTILITIES AUTHORITY
RESOLUTION NO. 2025-2026-05**

**A RESOLUTION OF THE BOARD OF
DIRECTORS OF THE NORTH FLORIDA
WATER UTILITIES AUTHORITY ADOPTING
FISCAL YEAR 2026-2027 ANNUAL BUDGET;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the annual budget for the North Florida Water Utilities Authority (the "Authority") for Fiscal Year 2026-2027, beginning on October 1, 2026, and continuing through September 30, 2027, 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 fiscal year; and

WHEREAS, the Executive Director for the Authority, with the direction and input of the Board of Directors of the Authority, and of the County Manager and Administrator for the participating counties, has prepared and submitted a tentative budget for Fiscal Year 2026-2027, and the Authority has duly published notice of its public hearing to consider the final adoption of its annual budget for Fiscal Year 2026-2027; and

WHEREAS, the Authority has published its proposed budget for Fiscal Year 2026-2027, 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 28th day of September, 2026, the Board of Directors for the Authority has conducted a duly noticed public hearing on the Authority's proposed final adoption of the budget for Fiscal Year 2026-2027; 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 2026-2027 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 2026-2027 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 28, 2026.

NORTH FLORIDA WATER UTILITIES
AUTHORITY, BY ITS BOARD OF DIRECTORS

By: _____
Franklin White, Chairman

ATTEST:

By: _____

Secretary
North Florida Water Utilities Authority
(Seal)

Exhibit A
NORTH FLORIDA WATER UTILITIES AUTHORITY
FINAL BUDGET
FISCAL YEAR 2026/2027

	FINAL
	FY 2026/2027
Revenues	
Service Revenue	
Water Service Revenue	\$ 602,397
Wastewater Service Revenue	235,722
Subtotal Service Revenue	838,119
Inter-Governmental Revenue	
Inter-Governmental Revenue- Columbia	520,648
Inter-Governmental Revenue- Suwannee	520,648
Subtotal Inter-Governmental Revenue	1,041,297
Emergency Repair Reserves*	
Columbia County	100,000
Suwannee County	50,000
Subtotal Emergency Repair Reserve	150,000
Grants	
FDEP Grant #L0288 (Ellisville Sewer)	1,900,000
Subtotal Grants	1,900,000
Total Revenues	3,929,415
Estimated Beginning Cash	450,000
Total Revenues and Balances	\$ 4,379,415
Expenditures	
Administration	\$ 720,822
Operations and Maintenance	
Ellisville Water	204,691
Fort White Water	147,722
Mason City Water	70,342
Catalyst Industrial Park Water	145,954
CR-137 Water	150,554
Ellisville Sewer	217,206
CR-136 Sewer	153,904
Subtotal Operations and Maintenance	1,090,373
Grants	
FDEP Grant #L0288 (Ellisville Sewer)	1,900,000
Total Expenditures	3,711,195
Reserve for Contingency	218,220
Reserve for Cash Balances	450,000
Total Expenditures and Balances	\$ 4,379,415

*Reserves to be provided by Counties in total with any unused current year funds to offset total.

Agenda Item #9 – Resolution 2025-2026-06 – FY 2026-2027 Rates

OBJECTIVE:

Review and approve Resolution 2025-2026-06 – FY 2026-2027 Rates

CONSIDERATIONS:

- Raftelis provided staff a proposed rate adjustment package that was presented during the rates workshop on 7/13/2026. The Board reviewed and discussed the proposed rate adjustment package in detail
- Based on feedback from Board members, Raftelis made revisions and prepared a tentative rate adjustment package for review at the 7/20/2026 regularly scheduled meeting
- On 7/20/2026 Board discussed and approved a tentative rate adjustment package

(See attachment)

BUDGET IMPACT:

Not applicable

RECOMMENDATION:

Approve Resolution 2025-2026-06 – FY 2026-2027 Rates

**NORTH FLORIDA WATER UTILITIES AUTHORITY
RESOLUTION NO. 2025-2026-06**

**A RESOLUTION OF THE BOARD OF
DIRECTORS OF THE NORTH FLORIDA
WATER UTILITIES AUTHORITY ADOPTING
FISCAL YEAR 2026-2027 ANNUAL RATES,
FEES AND CHARGES; DEFERRING
IMPLEMENTATION OF COLUMBIA COUNTY
RATES, FEES AND CHARGES; PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the annual schedule of rates, fees and charges for the North Florida Water Utilities Authority (the "Authority") for Fiscal Year 2026-2027, beginning on October 1, 2026, and continuing through September 30, 2027, incorporates the utilities rates, fees and charges for all utility assets, facilities, infrastructure, and systems to be maintained or operated by the Authority for such period; and

WHEREAS, Suwannee County, Florida, as a participating member county of the Authority, has taken the required legal acts to formally approve the utilities rates, fees and charges by the Board of County Commissioners of Suwannee County, Florida, in accordance with the governing ordinance(s) and charter, if applicable, of that county; and

WHEREAS, the Board of County Commissioners of Columbia County, Florida, as the governing body of Columbia County, Florida, as a participating member of the Authority, by its informal action at its regular scheduled public meeting on September 3, 2026, has approved the utilities rates, fees and charges for Columbia County, Florida, and shall take such additional required legal acts to formally approve said utilities rates, fees and charges in accordance with the governing ordinance(s) and charter, if applicable, of that county; and

WHEREAS, the Executive Director for the Authority, has prepared and submitted a tentative schedule of rates, fees and charges for Fiscal Year 2026-2027, corresponding to the tentative budget proposed by the Authority for that fiscal year, and the Authority has duly published notice of its public hearing to consider the final adoption of its schedule of rates, fees and charges for Fiscal Year 2026-2027, and has provided billing notice of the proposed increase to the customers of the Authority; and

WHEREAS, the Authority has published its proposed schedule of rates, fees and charges for Fiscal Year 2026-2027, 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 28th day of September, 2026, the Board of Directors for the Authority has conducted a duly noticed public hearing on the Authority's proposed final adoption of the schedule of rates, fees and charges for Fiscal Year 2026-2027; 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 schedule of rates, fees and charges for Fiscal Year 2026-2027 in the form as attached as Exhibit "A" hereto, being the same schedule 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 schedule of rates, fees and charges for Fiscal Year 2026-2027 in the form as attached hereto as Exhibit "A".

Section 2. Notwithstanding the foregoing, the implementation of the Authority's schedule of rates, fees and charges for Fiscal Year 2026-2027 shall be deferred for Columbia County, Florida, until the Board of County Commissioners for Columbia County, Florida, has taken such additional required legal acts to formally approve said utilities rates, fees and charges in accordance with the governing ordinances(s) and charter, if applicable, of that county.

Section 3. This Resolution shall become effective upon adoption.

DULY ADOPTED by the Board of Directors of the North Florida Water Utilities Authority on September 28, 2026.

NORTH FLORIDA WATER UTILITIES
AUTHORITY, BY ITS BOARD OF DIRECTORS

By: _____
Franklin White, Chairman

ATTEST:

By: _____

Secretary
North Florida Water Utilities Authority

(Seal)

Exhibit A
North Florida Water Utilities Authority
FY 2026-2027 Rates

Line No	Service	FY 2026/2027 Rates
Suwannee County		
Water System		
Residential		
1	Readiness Charge (3,000 Gal Included in Charge)	\$ 36.81
2	Customer Service Charge	\$ 5.59
3	Volumetric Rate:	
	Tier 1 (0 -3,000)	\$ -
4	Tier 2 3,000 - 5,000	5.58
5	Tier 3 5,000 - 7,000	5.84
6	Tier 4 7,000 - 10,000	6.14
7	Tier 5 Above 10,000	6.52
8	Commercial	
9	.75 Inch	\$ 36.81
10	1 Inch	92.03
11	1.5 Inch	184.05
12	2 Inch	294.48
13	3 Inch	588.96
14	4 Inch	920.25
15	6 Inch	1,840.50
17	8 Inch	2,944.80
17	Customer Service Charge	\$ 5.59
18	Volumetric Rate:	
19	Tier 1 All Usage	\$ 5.77
20	Tier 2 Placeholder	-
21	Tier 3 Placeholder	-
22	Tier 4 Placeholder	-
23	Tier 5 Placeholder	-

Exhibit A
North Florida Water Utilities Authority
FY 2026-2027 Rates

Line No	Service	FY 2026/2027 Rates
Suwannee County		
Wastewater System		
Residential		
1	Readiness Charge (3,000 Gal Included in Charge)	\$ 71.03
2	Customer Service Charge	\$ 5.68
3	Volumetric Rate:	
4	Tier 1 (0 -3,000)	\$ -
	Tier 2 Above 3,000	7.92
5	Commercial	
6	.75 Inch	\$ 71.03
7	1 Inch	177.58
	1.5 Inch	355.15
8	2 Inch	568.24
9	3 Inch	1,136.48
10	4 Inch	1,775.75
11	6 Inch	3,551.50
12	8 Inch	5,682.40
13		
14	Customer Service Charge	\$ 5.68
15		
17	All Usage	\$ 9.40

Exhibit A
North Florida Water Utilities Authority
FY 2026-2027 Rates

Line No	Service	FY 2026/2027 Rates	
Columbia County			
Water System			
Residential			
1	Readiness Charge (3,000 Gal Included in Charge)	\$	29.55
2	Customer Service Charge	\$	4.81
3	Volumetric Rate:		
	Tier 1 (0 -3,000)	\$	-
4	Tier 2 3,000 - 5,000		4.96
5	Tier 3 5,000 - 7,000		5.19
6	Tier 4 7,000 - 10,000		5.46
7	Tier 5 Above 10,000		5.79
8	Commercial		
9	.75 Inch	\$	29.55
10	1 Inch		58.71
11	1.5 Inch		108.24
12	2 Inch		167.65
13	3 Inch		305.16
14	4 Inch		504.35
15	6 Inch		951.94
17	8 Inch		1,517.07
17	Customer Service Charge	\$	4.81
18	Volumetric Rate:		
19	Tier 1 All Usage	\$	4.96
20	Tier 2 Placeholder		-
21	Tier 3 Placeholder		-
22	Tier 4 Placeholder		-
23	Tier 5 Placeholder		-

Exhibit A
North Florida Water Utilities Authority
FY 2026-2027 Rates

Line No	Service	FY 2026/2027 Rates
Columbia County		
Wastewater System		
Residential		
1	Readiness Charge (3,000 Gal Included in Charge)	\$ 60.10
2	Customer Service Charge	\$ 4.20
3	Volumetric Rate:	
4	Tier 1 (0 -3,000)	\$ -
	Tier 2 Above 3,000	6.70
5	Commercial	
6	.75 Inch	\$ 81.32
7	1 Inch	191.70
	1.5 Inch	375.66
8	2 Inch	596.34
9	3 Inch	1,095.04
10	4 Inch	1,820.10
11	6 Inch	3,632.53
12	8 Inch	5,807.01
13		
14	Customer Service Charge	\$ 4.81
15		
17	All Usage	\$ 6.70

Agenda Item #10 – Appointment of Secretary and Assistant Secretary

OBJECTIVE:

Discussion and appointment of Secretary and Assistant Secretary for the Board

CONSIDERATIONS:

- Responsibility for NFWUA meeting minutes has transitioned from Columbia County Clerk of Courts to NFWUA
- NFWUA needs to designate a Secretary and Assistant Secretary for the Board to prepare and sign minutes
- Wendy Parnell can serve as the Secretary and Shawn Gray can serve as the Assistant Secretary

BUDGET IMPACT:

Not applicable

RECOMMENDATION:

Appoint Wendy Parnell as Secretary and Shawn Gray as Assistant Secretary for the Board

Agenda Item #11- Meeting Minutes

OBJECTIVE:

Approval of meeting minutes from previous meeting(s)

CONSIDERATIONS:

- See attached meeting minutes for the 8/24/2026 board meeting

BUDGET IMPACT:

No budget impact

RECOMMENDATION:

Request approval for 8/24/2026 meeting minutes

North Florida Water Utilities Authority

Regular Meeting Minutes

August 24, 2026, 09:30 A.M.

The North Florida Water Utilities Authority (NFWUA) met in Regular Meeting at Columbia County Tourist Development Conference Room, 971 West Duval Street, Lake City, FL 32055. The meeting was opened with the Pledge of Allegiance to the Flag of the United States of America.

Board Attendance:

Chairman, Commissioner Franklin White

Commissioner Leo Mobley

Board Member, Jock Phelps

Board Member, Steven Dicks

Others in Attendance:

Columbia County Manager, David

Suwannee County Administrator, Jason Furry

NFWUA Attorney, Grady Williams

Executive Director, Shannon Roberts

Columbia County Commissioner, Tim Murphy

Columbia County Commissioner, Rocky Ford

Columbia County Legislative & Intergovernmental Affairs Coordinator, Staz Guntek

Deputy Clerk, Melissa Williams

Assistant County Manager, Kevin Kirby

Customer Service Support Specialist, Wendy Parnell

Powell Consulting CPA- Richard Powell

Utilities Director, Robert Domingue

Administrative Assistant, Shawn Gray

Oath of Office

Commissioner Franklin White welcomed Jock Phelps to the NFWUA Board. Attorney, Grady Williams administered the full oath of office to Jock Phelps, who affirmed his commitment to the U.S. and Florida Constitutions and the faithful performance of his duties. Attorney, Grady Williams noted that the written oath would be signed after the meeting and that Jock Phelps was charged with devoting his personal attention to the duties of this office and continuing in office until a successor qualifies.

Appointment of Chairman

MOTION by Commissioner Leo Mobley to appoint Commissioner, Franklin White as Acting Chairman, SECOND by Board Member, Steven Dicks. Jock Phelps asked if the Board could move forward with this action absent the fifth Board member. Attorney, Grady Williams verified the Board can appoint an acting chairman or permanent chairman until the fifth Board position is filled by Columbia County. MOTION amended by Board Member, Steven Dicks to appoint Commissioner Franklin White as permanent chairman. SECOND by Commissioner, Leo Mobley. The motion carried unanimously.

Additions and Deletions

Chairman, Franklin White deleted items 12 and 13 from today's agenda and asked they be moved to the next meeting's agenda.

Approval of Agenda

MOTION by Board Member, Steven Dicks to approve the agenda. SECOND by Commissioner, Leo Mobley. The motion carried unanimously.

Public Comment

Chairman, Franklin White requested to hold public comments till the end.

Discussion and Action

1.) Approval of Meeting Minutes:

- Approval of meeting minutes from 7/13/2026 budget and rates workshop and 7/20/2026 regular meeting.
- Board Member, Jock Phelps initially intended to abstain from voting on the previous meetings minutes since he was not a Board member at the time.
- Attorney, Grady Williams advised that Board members must vote unless there is a financial conflict of interest and that not being present at a prior meeting is not grounds for abstention. He instructed that a vote should be based on a review of the written record.
- Board Member, Jock Phelps, acknowledging the counsel, proceeded to vote.

MOTION by Board Member, Steven Dicks to approve the minutes from 7/13/2026 and 7/20/2026. SECOND by Commissioner, Leo Mobley. The motion carried unanimously.

2.) Approval of Bills and Vouchers: Consulting CPA- Richard Powell

See attached documentation

- CPA, Richard Powell presented the list of checks written between July 22, 2026, and August 14, 2026, totaling \$159,562.54. Board Member, Jock Phelps noted a six-day gap (July 16-21, 2026) from the previous report, which CPA, Richard Powell clarified was a period where no checks were issued.
- Board Member, Jock Phelps asked if CPA, Richard Powell prepared the report. CPA, Richard Powell clarified that he ran the report. CPA, Richard Powell also gave a detailed explanation of the bills and vouchers process. Invoices are received by Executive Director, Shannon Roberts and staff. Invoices are approved and coded. A summary list of invoices is sent to CPA, Richard Powell. He enters the invoices into the accounting system. He prepares the checks and takes them to the NFWUA office. Executive Director, Shannon Roberts signs the checks and then staff sends them out.
- A significant portion of the meeting was dedicated to clarifying specific payments at the request of Board Member, Jock Phelps.
 - Enterprise FM Trust (\$5657.77): Payment for five leased vehicles.
 - Lease History: It was clarified that four trucks were originally leased by Columbia County and contractually transferred to the authority in August 2025. The fifth was leased directly by the authority. The Board previously approved these leases.
 - Vehicle Assignments: Executive Director, Shannon Roberts and Utilities Director, Robert Domingue detailed the assignments: two Dodge Ram 2500s with utility beds for on-call plant operators (Freddie Davis, Robert Domingue); one Ford F-150 for Executive Director, Shannon Roberts (also on-call); one spare work truck at the Ellisville plant; and one F-150 at the office for administrative errands.
 - GW Hunter Inc. (\$1,742.65 & \$1,699.66): Two monthly fuel invoices for trucks, overlapping due to meeting timing.
 - J and J Gas Service (\$2,061.97): Propane for generators at water utility stations.
 - Suwannee Valley Board of Commissioners (\$2,526.21): Health insurance premium reimbursements. The authority's employees are on Suwannee County's plan, and the authority reimburses the county.
 - USA Blue Book (\$831.05): Vendor for reagents and testing supplies for water/wastewater operations.
 - Express Employment Professionals (\$3224.40): Payment for Mrs. Shawn Gray, an administrative contractor. Express Employment Professionals is Mrs. Gray's employer.

Executive Director, Shannon Roberts explained this was a Board-approved use of a temp agency to fill administrative needs (billing, collections, Board secretary) by reallocating a budgeted Operations & Maintenance resource. Executive Director, Shannon Roberts clarified, NFWUA currently has 4 full-time employees and one contracted employee. The FY 2026-2027 budget includes additional employees.

- Powell Consulting (\$4138.00): Listed twice on report. Chairman, Franklin White explained a one-week meeting postponement to ensure CPA, Richard Powell's presence resulted in some monthly bills overlapping in the report.
 - Payments to Individuals: CPA, Richard Powell noted these payments are for customer deposit refunds.
 - US Water Service Corporation (\$12,881.13): Monthly charge for the contracted operator of the Ellisville Water and Sewer Plants. The contract is held by Columbia County, and the authority acts as an operator/middleman, paying the expense of the \$500,000 allocated by the County.
 - Utility Solutions (\$8,510.00): An "as-needed" emergency repair contractor. An example cited was a water line break repair in Fort White. The authority calls them directly but does not yet have a formal contract.
 - Two-Fold Water Engineering (\$15,525.00): Serves as the "operator of record" for the Fort White water plant and performs other specialized work, such as compliance corrections at a Suwannee County wastewater plant. The contract is held by the Town of Fort White, predating the interlocal agreement, with the authority managing it.
 - JEL H2O (\$8,553.60): Monthly bill for a contractor supporting two water plants and one sewer plant in Suwannee County.
- Executive Director, Shannon Roberts explained that the authority's general ledger system uses specific codes for each plant. Invoices are coded to the appropriate plant's expense budget.
 - For invoices covering work at multiple locations (two-fold working in Fort White and a Suwannee County plant), the cost is split and allocated to the corresponding sub-general ledger (GL) codes to ensure accurate tracking.

MOTION by Commissioner, Leo Mobley to approve the bills and vouchers. SECOND by Board Member, Steven Dicks. The motion carried unanimously.

3.) NFWUA Financial Report: Powell Consulting CPA- Richard Powell

See attached documentation

- CPA, Richard Powell presented the report for the first ten months of the fiscal year.
- Statement of Financial Position:
 - Cash Balance: \$337,299.20
 - Accounts Receivable: \$54,529.60 (of which \$45,000.00 is current month billing with \$9,500.00 over 30 days past due, or 1.9% of total billings).

- Total Liabilities: \$31,332.31 (including \$24,665.00 in customer deposits).
 - Total Equity: \$365,361.49
- Statement of Activity:
 - Customer Revenue: \$496,176.47
 - Total Revenues: \$1,347,517.60
 - Administration Expenditures: \$457,608.99
 - Total Expenditures: \$1,178,809.20
 - Excess Revenue Over Expenditures: \$168,708.40
- Year-End Projections: CPA, Richard Powell estimated a year-end net profit of \$292,532.00 and a projected ending fund balance (cash reserves) of \$490,525.00, which is stronger than the budgeted \$450,000.00.
- Board Member, Jock Phelps expressed concern over high costs relative to the small customer base (399) and requested a detailed breakdown of the "Contractual Services (Administration)" line totaling \$256,885.55, which includes legal, accounting, and rate consultants. Board Member, Jock Phelps asked for and will be provided with a breakdown of the contractual services (Administration) prior to the next meeting by Executive Director, Shannon Roberts.
- He also questioned the distinction between "Professional Services" and "Contractual Services." It was explained that in government accounting, "Professional Services" refers to licensed professionals like engineers (Hazen and Sawyer), while "Contractual Services" is a general category for non-employee services like plant operators (US Water, JEL H2O).
- Public comment:
 - Citizen Stew Lilker suggested financial reports from CPA, Richard Powell (\$800/week) were outdated and lacked clarity. He recommended adding a memo line to the check register to explain each payment's purpose and using graphs to visualize data for easier comprehension by the Board and public. He also requested that revenue/expenditure reports be segregated by county.
 - Citizen Kyle Green questioned the assumptions used for financial sustainability, Executive Director, Shannon Roberts confirmed the customer count was static at 399 connections (with new connections offsetting abandoned ones) and that growth projections are currently based on simple percentage increases from actual revenues due to a small data set. Substantial growth would depend on future projects like septic-to-sewer conversions or system extensions. Board Member, Jock Phelps, requested that data on water sales volume be provided for the next budget discussion.
 - Citizen Kyle Green questioned why the attorney was paid nearly \$10,000 per month for one meeting a month. Chairman, Franklin White explained it covers more than just meetings, including frequent communication.

MOTION by Board Member, Steven Dicks to approve the financial report. SECOND by Commissioner, Leo Mobley. Motion carried unanimously.

4.) FY 2026-2027 Board Meeting Schedule:

- The Board discussed setting the schedule for the upcoming fiscal year.
- Time: A proposal to move meetings to 5:30 PM was debated. Chairman, Franklin White and Commissioner, Leo Mobley preferred 5:30 PM, while Board Member, Jock Phelps and Board Member, Steven Dicks preferred 9:30 AM. With a split vote and a vacant seat, the Chairman, Franklin White decided to continue with 9:30 AM until a full Board is present to break the tie.
- Tourist Development Council (TDC) Conference Room Conflict: TDC Conference can only be used after 5:30 PM if a Columbia County employee is at the meeting and is responsible for locking up. County Manager, David Kraus volunteered to be that Columbia County employee since he must attend all NFWUA meetings.
- Date Conflicts:
 - November 16: A conflict with court sessions at the Suwannee County Judicial Annex was noted. The Board decided to keep the date but find an alternative venue in Suwannee County.
 - December: The meeting on December 21 (week of Christmas) was kept for December 21.
 - January 18 (MLK Day): The Board agreed to move this meeting to Monday, January 25.
- Board agreed on the revised dates without objection.

5.) Budget and Rate Hearing Coordination (September):

- A conflict was identified with the authority's regular September 21 meeting, as Suwannee County will be finalizing their budget on that day.
- It was agreed that the authority should meet after the counties finalize their budgets. Chairman, Franklin White advised waiting until after September 21.
- Per Truth in Millage (TRIM) requirements, Columbia County's first budget hearing and rate finalization will be on September 3, 2026, with the second budget hearing and finalization on September 17, 2026.

MOTION by Board Member, Steven Dicks to reschedule the authority's September meeting from its original date to Monday, September 28. SECOND by Board Member, Jock Phelps. Motion carried unanimously.

Public Comments:

- Citizen Moses Clepper:
 - Complimented the thoroughness of the minutes and praised Board Member, Jock Phelps for his diligence. Jock Phelps thanked Moses Clepper and expressed his appreciation and his desire to see the Board be successful.
 - Stated the website was not current, and he could not find the second interlocal agreement.

- Requested public Wi-Fi access in the meeting building.
- Alleged procedural inconsistency regarding when public comments are allowed, referencing Florida statutes. Expressed concerns about legal counsel rates and made suggestions on how to seek competitive bids.
- Concerned about perceived hostility between the counties and suggested that adding more member counties might be necessary for the utility's long-term viability
- Requested clarification on April 16, 2024, formation agreement and a five-year Operations & Maintenance (O&M) interlocal adopted in 2025. Had questions about withdrawal/termination provisions (60-day vs. 180-day) and county motions. Attorney, Grady Williams noted member county actions are separate from NFWUA Board actions.
- Citizen Kyle Green requested an official service area map be posted on the website. Executive Director, Shannon Roberts agreed to provide one and post it online.
- Citizen Stew Lilker:
 - Questioned a \$120,000 figure referenced for contract with Attorney, Grady Williams. A contract he read for \$72,000/year (plus a 3% increase). Attorney, Grady Williams stated he believes the fee was \$75,000/year and confirmed travel time was included.
 - Raised concerns about inaccuracies in AI-assisted minutes and suggested the Board could be culpable if it adopts them without a disclaimer. Attorney, Grady Williams responded that AI is a tool, and a person remains responsible for the final product. He noted no Florida legal precedent requires a disclaimer but acknowledged the issue's novelty. Attorney, Grady Williams is going to look at the requirements.
 - Noted inconsistent and late agenda postings and a lack of page numbers. Chairman Franklin White directed that establishing a formal agenda posting deadline be added to the next meeting's agenda.
- Citizen Wayne Hannaka questioned Annual vs. Monthly Notification. In response to public comments, the Board affirmed its practice of advertising the full year's schedule annually, with new advertisements only for rescheduled meetings, citing cost and efficiency.
- Commissioner, Tim Murphy suggested the authority align its budget cycle with the counties by making its budget due on June 1, like constitutional officers. Chairman, Franklin White asked the item to be added to a future agenda.

Board Comments:

- Board Member, Jock Phelps expressed confusion over the governing interlocal agreements, prompted by a recent Columbia County motion threatening withdrawal in 180 days if Suwannee County did not appoint citizens (instead of Commissioners) to the Board.
- Attorney, Grady Williams clarified that two separate agreements are in effect:

- The Formation Agreement (April 16, 2024): Established the Authority as a legal entity.
- The O&M Agreement (August 2025): A separate agreement covering the five-year plan for operating assets, which contains the five-year funding commitment.
- Attorney, Grady Williams confirmed both are in effect and that the Board is operating under "business as usual." He provided a copy of the O&M agreement and agreed to provide a copy of the Formation Agreement to Board Member, Jock Phelps.
- Board Member, Jock Phelps requested that meeting packets be made available approximately a week in advance to allow for adequate preparation and note-taking, stating the binders provided at the meeting were "useless" for his process. Chairman, Franklin White confirmed this topic was already scheduled for discussion at the next meeting.
- Board Member, Jock Phelps raised the need for an official mission statement. Executive Director, Shannon Roberts stated that staff have begun drafting one and would present it at the next meeting. Citizen Wayne Hannaka pointed out that a mission statement already exists in a business plan submitted by Mr. Payne "last year." Board Member, Jock Phelps requested that both the new draft and the existing statement be included in the next packet for comparison.

Attorney Comments: None.

Director Comments: None.

Adjournment:

There being no further business, meeting was adjourned at 11 :59 A.M.

ATTEST:

Franklin White

Chairman, North Florida Water Utilities
Authority and Suwannee County
Commissioner

Shawn Gray

Assistant Board Secretary, North Florida
Water Utilities Authority

Agenda Item #12 - Bills and Vouchers

OBJECTIVE:

Approval of the payments for bills and vouchers

CONSIDERATIONS:

See attached documentation

BUDGET IMPACT:

Budgeted items

RECOMMENDATION:

Approve payments for bills and vouchers

North Florida Water Utilities Authority

Bill Payment List
August 17-September 18, 2026

Date	Num	Vendor	Amount
101.000 First Federal Checking			
09/04/2026	5429	CLAY ELECTRIC COOPERATIVE,INC.	-3,750.63
09/04/2026	5430	DATAINTEGRITY SERVICES	-216.34
09/04/2026	5431	ENTERPRISE FM TRUST	-5,358.94
09/04/2026	5432	BARNEY'S PUMPS INC.	-2,986.00
09/04/2026	5433	EUROFINS ENVIRONMENTAL TESTING SOUTHEAST LLC	-370.00
09/04/2026	5434	FORTILINE, INC	-3,186.65
09/04/2026	5435	EXPRESS EMPLOYMENT PROFESSIONALS	-4,299.20
09/04/2026	5436	GRADY H WILLIAMS JR LLM	-6,250.00
09/04/2026	5437	LAKE CITY REPORTER, INC.	-94.55
09/04/2026	5438	HAWKINS, INC	-3,035.04
09/04/2026	5439	GreatAmerica Financial Svs	-194.79
09/04/2026	5440	HOMETOWN ELECTRICAL LLC	-700.00
09/04/2026	5441	RAFTELIS	-3,255.43
09/04/2026	5442	RIVERBEND NEWS	-62.74
09/04/2026	5443	MEDICAL TECHNOLOGY ASSOCIATES	-705.00
09/04/2026	5444	North Florida Maintenance and Repair Services LLC	-300.00
09/04/2026	5445	PROCESS CONTROL SERVICES	-900.00
09/04/2026	5446	AMERICAN PIPE AND TANK, INC	-7,855.00
09/04/2026	5447	USA BLUEBOOK	-929.78
09/04/2026	5448	AEL	-314.10
09/04/2026	5449	SUNSHINE STATE ONE CALL	-124.82
09/04/2026	5450	TWO FOLD WATER ENGINEERING, INC.	-3,425.00
09/04/2026	5451	Kinetic Business by Windstream	-87.39
09/04/2026	5452	Suwannee Valley Electrical Cooperative	-3,442.32
09/04/2026	5453	JEL H2O	-8,519.60
Total for 101.000 First Federal Checking			-\$60,363.32

Agenda Item #13 - 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 Aug 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
101.000 First Federal Checking	544,923.14
Total for Bank Accounts	\$544,923.14
Other Current Assets	
115.000 Accounts Receivable	72,838.00
116.000 Due from Columbia County	0.00
QuickBooks Tax Holding Account	0.00
Total for Other Current Assets	\$72,838.00
Total for Current Assets	\$617,761.14
Total for Assets	\$617,761.14
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	59,656.32
Total for Accounts Payable	\$59,656.32
Other Current Liabilities	
220.000 Customer Deposits	24,965.00
Direct Deposit Payable	0.00
Payroll Liabilities	
FL Unemployment Tax	0.00
FRS Contribution	5,996.94
Vehicle Usage	1,470.00
Total for Payroll Liabilities	\$7,466.94
Total for Other Current Liabilities	\$32,431.94
Total for Current Liabilities	\$92,088.26
Total for Liabilities	\$92,088.26
Equity	
276.000 Retained Earnings	197,995.37
Net Revenue	327,677.51
Total for Equity	\$525,672.88
Total for Liabilities and Equity	\$617,761.14

North Florida Water Utilities Authority

Statement of Activity
October, 2025-August, 2026

	Total
Revenue	
335.100 County Grant- Columbia County	520,648.36
335.110 Columbia County Grant- Repairs	28,460.00
335.200 County Grant- Suwannee County	520,848.36
335.210 Suwannee County Grant- Repairs	50,000.00
343.300 Sales	
343.330 Ellisville Water Sales	139,049.02
343.340 Fort White Water Sales	227,593.65
343.350 Mason City Water Sales	7,797.30
343.360 Ellisville Sewer Sales	92,387.72
343.370 I-75 Sewer Sales	58,733.85
343.380 Suwannee County Water Sales	26,818.26
Total for 343.300 Sales	\$552,379.80
361.000 Interest Earnings	28.59
369.000 Miscellaneous Revenue	190.00
Total for Revenue	\$1,672,555.11
Gross Profit	\$1,672,555.11
Expenditures	
001 535.110 Plant Payroll- Unallocated	0.00
001 Administration	
533.121 Salaries	139,957.19
533.211 FICA Taxes	18,357.99
533.231 Health and Life Insurance	12,605.91
533.351 Contractual Services	284,751.15
533.4061 Legal Ads	3,468.99
533.4506 Fuel	2,929.52
533.451 Office Supplies	15,353.47
533.6061 Capital Outlay- Equipment	26,266.77
Total for 001 Administration	\$503,690.99
002 Ellisville Water	
533.122 Salaries	17,564.17
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	25,670.32
533.412 Communications	450.00
533.432 Utilities	11,815.07
533.462 Repairs and Maintenance	17,258.32
533.492 Other Charges	500.00
533.522 Operating Supplies	11,825.99
533.562 Gas and Oil	5,689.14
533.642 Non-capital Equipment	656.00

North Florida Water Utilities Authority

Statement of Activity
October, 2025-August, 2026

	Total
533.652 Capital Equipment	24,101.29
Total for 002 Ellisville Water	\$131,834.58
003 Fort White Water	
533.123 Salaries	17,564.19
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	38,412.39
533.413 Communications	450.00
533.433 Utilities	14,157.10
533.463 Repairs and Maintenance	49,316.28
533.523 Operating Supplies	14,541.03
533.563 Gas and Oil	3,197.39
533.653 Capital Equipment	6,156.50
Total for 003 Fort White Water	\$149,354.35
004 Mason City Water	
533.124 Salaries	17,564.19
533.214 FICA Taxes	697.34
533.223 Retirement	809.82
533.234 Health and Life Insurance	1,351.31
533.344 Contractual Services	428.44
533.434 Utilities	476.47
533.464 Repairs and Maintenance	3,300.00
533.524 Operating Supplies	310.95
533.644 Non-Capital Equipment	2,977.00
533.654 Capital Equipment	3,479.54
Total for 004 Mason City Water	\$31,395.06
005 CIP Water	
533.125 Salaries	17,564.19
533.215 FICA Taxes	697.34
533.225 Retirement	809.82
533.235 Health and Life Insurance	1,572.38
533.315 Professional Services	39,073.14
533.325 DEP Fees	100.00
533.336 Security Monitoring	1,619.88
533.415 Communications	1,175.11
533.435 Utilities	4,873.82
533.475 Repairs and Maintenance	13,615.50
533.525 Operating Supplies	1,131.16
533.535 Chemicals	1,514.42
533.645 Non-Capital Equipment	7,457.44

North Florida Water Utilities Authority

Statement of Activity
October, 2025-August, 2026

	Total
533.655 Capital Equipment	6,959.18
Total for 005 CIP Water	\$98,163.38
006 CR-137 Water	
533.126 Salaries	17,564.19
533.216 FICA Taxes	697.34
533.226 Retirement	809.82
533.236 Health and Life Insurance	923.76
533.316 Professional Services	22,489.38
533.416 Communications	85.56
533.436 Utilities	7,779.72
533.476 Repairs and Maintenance	9,233.14
533.526 Operating Supplies	2,739.57
533.536 Chemicals	2,294.00
533.556 Propane	221.25
533.656 Capital Equipment	6,959.08
Total for 006 CR-137 Water	\$71,796.81
007 Ellisville Sewer	
533.127 Salaries	17,564.18
533.217 FICA Taxes	697.34
533.227 Retirement	703.14
533.237 Health and Life Insurance	1,351.31
533.317 Professional Services	49,052.43
533.347 Contractual Services	105,357.43
533.417 Communications	1,800.00
533.437 Utilities	16,506.19
533.467 Repairs and Maintenance	36,890.35
533.527 Operating Supplies	17,964.82
Total for 007 Ellisville Sewer	\$247,887.19
008 I-75 Sewer	
533.128 Salaries	17,562.30
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	38,874.00
533.438 Utilities	25,598.16
533.468 Repairs and Maintenance	9,332.39
533.469 Repairs, Emergency	10,975.00
533.528 Operating Supplies	672.00
533.558 Propane	3,520.76
Total for 008 I-75 Sewer	\$109,412.96
Total for Expenditures	\$1,343,535.32
Net Operating Revenue	\$329,019.79

North Florida Water Utilities Authority

Statement of Activity
October, 2025-August, 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	\$327,677.51

Agenda Item #14 – Agenda Process

OBJECTIVE:

Discussion and approval of agenda process

CONSIDERATIONS:

- NFWUA board wants meeting agendas posted at least 7 days before our meetings
- To meet that requirement, staff must establish a deadline to submit documents to the NFWUA Board Secretary to ensure meeting agendas are finalized and posted on time
- Staff needs all agenda supporting documents at least 10 calendar days prior to the Board meeting in order to finalize the agenda and post it
- Items received after the 10 calendar-day deadline will be placed on the next regularly scheduled Board meeting agenda, unless Chairman determines the item needs to be added
- Additional items may cause a delay in the 7-day advanced delivery requirement
- Board member binders will be assembled and available at least 3 days prior to the meeting

BUDGET IMPACT:

Not applicable

RECOMMENDATION:

Approve agenda process

Agenda Item #15 – Mission Statement

OBJECTIVE:

Discussion and decision on next steps regarding a mission statement

CONSIDERATIONS:

- Interest has been expressed for NFWUA to formalize and adopt a mission statement

(See attachment)

BUDGET IMPACT:

Not applicable

RECOMMENDATION:

Decide next steps regarding a mission statement

Mission Statement Ideas

- (From Business Plan) The mission of the North Florida Water Utility Association (NFWUA) is to deliver safe, reliable, and high-quality water and wastewater services to the residents and businesses of Columbia and Suwannee Counties. We are committed to protecting public health, preserving natural resources, and fostering sustainable regional growth through responsible utility management, innovation, and intergovernmental collaboration.
- We unite local and county utilities under one authority to build a better community through sustainable growth.
- Deliver great customer service and don't go broke.
- The North Florida Water Utilities Authority is dedicated to serving our communities with safe, reliable, sustainable, and affordable water services. Through responsible stewardship, regional collaboration, and exceptional service, we protect public health, preserve our natural resources, and help create a thriving future for the residents and communities we serve.
- To provide safe, reliable, sustainable, and cost-effective water, wastewater, and reclaimed water services through regional partnership, responsible resource management, and exceptional customer service, enhancing the quality of life for the citizens of Columbia and Suwannee Counties.
- The North Florida Water Utilities Authority provides safe, reliable, and sustainable water services that protect public health, preserve our environment, and strengthen our communities. Through responsible stewardship, innovation, and exceptional service, we support a thriving future for generations to come.
- To provide safe, reliable, and sustainable water, wastewater, and reclaimed water services through regional collaboration, operational excellence, responsible stewardship, and exceptional customer service.

Agenda Item #16 – 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% 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.

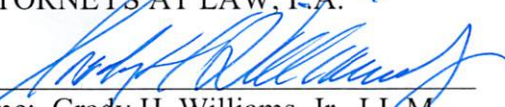
(4) This AGREEMENT shall be subject to the approval or ratification of the

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.

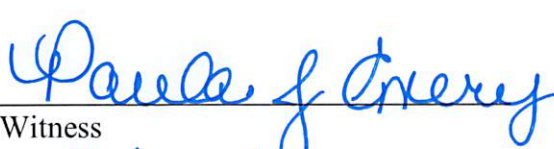
The "CONTRACTOR"

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

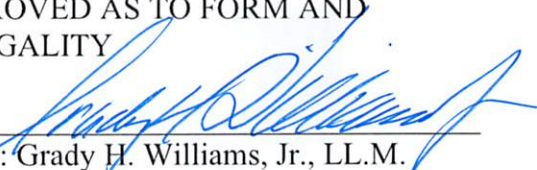
The "AGENCY"

NORTH FLORIDA WATER UTILITIES
AUTHORITY

By: _____

Name: Franklin White
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 #17 – Contract for Florida Government Relations Services

OBJECTIVE:

Review and approve contract for Florida government relations services for Buchanan Ingersoll & Rooney PC

CONSIDERATIONS:

- Board has expressed interest to obtain services from a lobbying firm
- Buchanan, Ingersoll, & Rooney PC provided a proposal
- The proposal includes services from two firms
 - Buchanan Ingersoll & Rooney PC @ \$2500 monthly
 - Metz, Husband & Daughton @\$2500 monthly
- The total cost is \$5000 per month for all services and \$60,000 annually

(See attachment)

BUDGET IMPACT:

Budgeted item - \$5000 less than budget

RECOMMENDATION:

Approve contract with Buchanan Ingersoll & Rooney PC for government relations services

Buchanan

Mike Grissom
Michael.Grissom@bipc.com

215 S. Monroe Street, Suite 301
Tallahassee, FL 32301
T 561 310 4079
F 850 681 6036

September 4, 2026

North Florida Water Utilities Authority
Shannon Roberts, Executive Director
P.O. Box 1529
Lake City, FL 32056-1529
director@nfwua.org

Re: Consulting Agreement for Florida Government Relations (Non-Legal) Services

Dear Shannon:

Buchanan Ingersoll & Rooney PC ("we" or the "Firm") will provide the government relations services described in Appendix A attached to this letter agreement ("Agreement"). Appendix A identifies the client for our consulting services, describes our services and fee arrangement, and confirms other terms of our relationship such as communications, lobbying disclosure compliance and records retention.

I will be the government relations professional in the Firm principally responsible for this engagement. Other professionals and assistants will work with me as appropriate.

Please take the time to review Appendix A carefully and contact me if you have any questions before you acknowledge your understanding and agreement by signing a copy of Appendix A on the last page and returning it to me.

The Firm and I appreciate your confidence in us and look forward to working together.

Sincerely,
BUCHANAN INGERSOLL & ROONEY PC



Mike Grissom

APPENDIX A

1. SCOPE OF REPRESENTATION

Our Florida government relations consulting services for this engagement will be provided to North Florida Water Utilities Authority ("you" or the "Company"). Unless we otherwise agree in writing, we are not being engaged to provide government relations consulting services to individuals or entities that are affiliated with the Company.

2. DESCRIPTION OF NON-LEGAL CONSULTING SERVICES

We will provide government relations services in and before the Florida Legislative and Executive Branches, including the Governor's Agencies with respect to development of the Company's government relations objectives; identifying and facilitating introductions with key officials, agency and administrative staff and/or legislators; and identifying opportunities for business development within Florida (the "Services").

The Services furnished pursuant to this Agreement are consulting services only and are not legal services. The Company understands that this Agreement does not establish an attorney-client relationship between the Firm and the Company. Accordingly, the confidentiality protections and conflict of interest restrictions of the Lawyers' Rules of Professional Conduct and the attorney-client privilege protections do not apply to the Services. If the Company wishes to engage the Firm to provide legal services, it will be necessary to enter into a separate engagement agreement covering the terms of legal representation.

3. BILLING MATTERS

Fees and Term. The Services subject to this Agreement will commence on September 1, 2026 for twelve (12) months (the "Initial Term"). The monthly retainer for the Initial Term shall be \$5,000, plus expenses. We will subcontract with Metz, Husband & Daughton, P.A. The retainer will be split equally between Buchanan Ingersoll & Rooney (\$2,500) and Metz, Husband & Daughton (\$2,500).

(a) Termination. During the Initial Term, either party may terminate this Agreement in the event of a material breach by the other if (i) such material breach is not remedied within 30 days from the date the alleged breaching party received written notice from the other, and (ii) the notice of material breach contained a reasonable description of the material breach and the steps necessary to remedy such breach. In the event of termination, we will be entitled to payment for Services up to the effective date of termination. This Agreement may be terminated by either party after completion of the Initial Term upon 30 days written notice. Unless terminated, upon completion of the Initial Term, this Agreement shall continue on a month-to-month basis on the terms and conditions described in this Agreement.

(b) Costs. We will invoice for costs incurred during the course of the engagement ("Costs"). These may include computerized research service charges, delivery and messenger services, travel, special copying/printing projects, and telephone and fax charges. The Company will be responsible to pay directly any invoice or series of invoices in excess of \$500, including professionals and service providers engaged by the Firm on your behalf with your approval.

(c) Statements and Payment. We will provide a monthly statement. Monthly statements will also include Costs incurred in connection with the Services. Our invoices are due and payable upon receipt. We reserve the right to decline to continue to provide services to clients who do not pay timely without making mutually acceptable arrangements for delayed payment.

4. FLORIDA LOBBYING DISCLOSURE COMPLIANCE

Florida law requires all lobbyists to register, identify their lobbying clients, identify the main business of their lobbying clients and make quarterly reports of the amount of compensation (including expenses) paid to or billed by the lobbyist's Firm for lobbying activities on behalf of each client for which they are lobbying. The Company's execution of this Agreement confirms the Company's consent to the Firm's disclosure of such information, as required by Florida law.

5. CONFIDENTIAL INFORMATION

The Firm will treat as confidential the Company's proprietary, sensitive and confidential information which may be disclosed to the Firm in connection with this Agreement ("Confidential Information"). Except as necessary to perform the Services and comply with applicable law, including the Florida lobbying registration and reporting requirements described in the paragraph above, the Firm will not disclose the Company's Confidential Information to third parties without the Company's written consent. The term Confidential Information does not include information about the Company which is publicly available (through no fault of the Firm or its personnel). The Firm's obligations with respect to the Company's Confidential Information shall survive the termination or expiration of this Agreement.

6. SERVICES TO OTHER CLIENTS

We monitor compliance with our obligations under the Florida lobbying laws. The Firm has implemented procedures to avoid taking a position for one lobbying client that is directly adverse to a position currently being taken for another lobbying client, without the consent of the involved clients. This Agreement does not restrict the Firm from providing legal representation to clients in matters adverse (including litigation) to the Company and/or individuals and entities affiliated with the Company. The Company agrees that it will not assert the Firm's concurrent representation of another client in legal matters as a basis either: (a) to contend that the Firm has breached its obligations to the Company; or (b) to disqualify the Firm from representing the other client in legal matters. If unforeseen circumstances arise that causes either the Firm or the Company to become concerned that our Services for the Company could be adversely affected by services provided to another client, we will work with the Company to resolve the situation.

7. USE OF TECHNOLOGY

We expect to perform our Services and communicate with the Company using common technologies such as email, electronic document production and storage, and mobile devices. While we have installed firewalls, intrusion detection systems, and other protections, the Company accepts the risks associated with these technologies including, but not limited to, the security risks of interception of, or unauthorized access to, such communications.

8. TERMINATION OF REPRESENTATION

The consulting relationship will terminate as provided in Section 3(a) regarding term and termination. Following termination of our engagement, we will not have any continuing obligation to advise the Company about future developments relating to the Services or other matters.

9. RETENTION OF RECORDS

After our Services are concluded and payment has been made, at the Company's request, we will deliver all documents and property provided to us and documents prepared for purposes of the engagement except for our internal memoranda and records, notes, drafts not intended for external distribution, and similar working materials. We may also elect to retain a copy of other portions of the file at our expense. We reserve the right to dispose of any documents or other materials after a reasonable time following the conclusion of our engagement without further notice to the Company. If the Company is in breach of its payment or other agreements with the Firm, we may withhold certain portions of the Company's records.

10. PUBLIC COMMUNICATIONS

We sometimes identify clients on our website and in other published materials. The signature on this letter also acknowledges consent to including the Company's name in these communications.

11. GENERAL PROVISIONS

(a) Written Modification and Governing Law. No modification of the terms of our engagement may be enforced against the Firm unless signed or agreed to in writing by the Firm. The relationship between the Company and the Firm will be governed in all respects by the law of the State of Florida without regard to its conflicts of laws principles.

The terms of this Agreement including Appendix A are hereby agreed to and accepted by:

NORTH FLORIDA WATER UTILITIES AUTHORITY

By the authorized undersigned:

Signature: _____

Name: Franklin White

Title: Chairman, North Florida Water Utilities Authority

Date: _____

NORTH FLORIDA WATER UTILITIES AUTHORITY STANDARD SHORT FORM ADDENDUM

Per diem and travel expenses of authorized persons. All per diem and travel expenses related to BUCHANAN INGERSOLL & ROONEY, P.C., or through its subcontractor, METZ, HUSBAND & DAUGHTON, P.A. ("Seller" or "Buchanan") goods or services provided to NORTH FLORIDA WATER UTILITIES AUTHORITY ("Purchaser", "NFWUA", "Customer", "Client" or "Buyer") under the Consulting Agreement dated September 21, 2026 (the "Agreement"), if any, are subject to and limited by Florida Statutes s. 112.061, as from time to time amended.

Florida Public Records Laws Compliance. Buchanan acknowledges Client's obligations under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. Buchanan acknowledges that Client is required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. Buchanan shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable and not exempted or excluded, to the records and documents associated with this Agreement. In accordance with Section 119.0701(3)(a), Florida Statutes (or successor statutes), a request to inspect or copy public records related to this Agreement must be made directly to Client.

IF BUCHANAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BUCHANAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SHANNON ROBERTS AS PUBLIC RECORDS CUSTODIAN AT (386) 590-0732, shannonr@nfwua.org, NFWUA, P.O. Box 1266, Lake City, FL 32056.

Choice of Florida Law and Venue. Customer is an independent special district of the State of Florida. Notwithstanding any contrary provision in this Agreement, Florida law shall control the interpretation and enforcement of this Agreement and as to all contractual duties and responsibilities between the parties. Venue shall lie in Circuit Court in Columbia County, Florida, or if federal jurisdiction applies, in the U.S. District Court for the Middle District of Florida, Jacksonville Division.

Nondiscrimination Compliance by Client. The Client is a public body which does not discriminate regardless of race, religion, nationality, or gender in the bidding and award process for contracts and commodities. Pursuant to s. 287.05701, Florida Statutes, as amended, the Client may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

Limitation on Customer's Liability for Indemnification or Tort Claims. Customer is an agency or subdivision of the State of Florida for purposes of Florida Statutes s. 768.28 re waiver of sovereign immunity in tort actions. Nothing in the Agreement is intended to serve as a waiver of Customer's sovereign immunity nor does it extend Customer's liability beyond the limits established in Section 768.28, Florida Statutes. Customer does not waive any defense of sovereign immunity or increase the limits of its liability by entering into this Agreement.

Tax-Exempt Status. Customer has provided Buchanan with a true copy of Customer's Florida State Sales Tax Exemption Certificate. Customer shall not be subject to any sales or use taxes related to the services or products provided to Customer by Buchanan under the Agreement.

Supplementary.

Buchanan shall mail all paper invoices, written notices, and correspondence to NFWUA's post office address: NFWUA, P.O. Box 1266, Lake City, FL 32056.

In compliance with Florida Statutes, Buchanan shall complete, execute under oath, and return to NFWUA a Florida statutory (Anti) Human Trafficking Affidavit concurrent with Buchanan's entry into this Agreement.

Duly executed as an Addendum to the Agreement on the dates set forth below:

SELLER/Buchanan:

BUYER/NFWUA:

BUCHANAN INGERSOLL & ROONEY, PC

NORTH FLORIDA WATER UTILITIES AUTHORITY

By:  _____

Name: Mike Grissom

Title: Principal, Government Relations

Date: 9/21/26

By: _____

Franklin White, Chairman of the Board

Date: _____

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(14), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the North Florida Water Utilities Authority, an independent special district of the State of Florida (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Buchanan Ingersoll & Rooney, a nongovernmental entity and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by, Governmental Entity.

Company: Buchanan Ingersoll & Rooney PC
Authorized Signature: 
Printed Name: Mike Grissom
Title: Principal, Government Relations
Date: 9/21/26

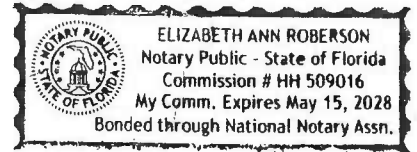
Notarial Certificate Follows on Page 2

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 21st day of September, 2026, by Mike Grissom as Principal on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Affix Notary Stamp or Seal)



Notary Public Signature: _____

Print, Type, or Stamp Name of Notary: Elizabeth Roberson

My commission expires: 5-15-28

Agenda Item #18 – Executive Director Performance Review

OBJECTIVE:

Update on status of Executive Director Performance Review

CONSIDERATIONS:

- Grady Williams to provide update

BUDGET IMPACT:

Not applicable

RECOMMENDATION:

Receive update and possibly approve Executive Director Performance Review

Board Comments:

Attorney Comments:

Director Comments:

Adjournment: