

RESOLUTION NO. 7308

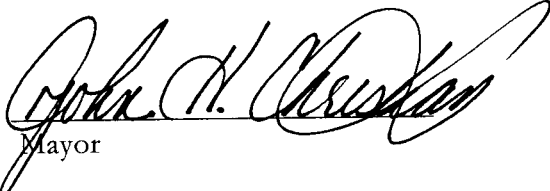
**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH LAKE COUNTY AND OTHER MUNICIPALITIES IN THE COUNTY TO FORM A WATER SUPPLY ALLIANCE; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

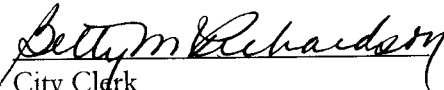
**THAT** the Mayor and City Clerk are hereby authorized to execute an Interlocal Agreement with Lake County and other municipalities in the County (The Town of Astatula; City of Clermont; City of Eustis; City of Fruitland Park; City of Groveland; Town of Howey in the Hills; town of Lady Lake; City of Leesburg; City of Mascotte; City of Minneola; City of Montverde; City of Mount Dora; City of Tavares; and City of Umatilla) to form a Water Supply Alliance, to request funding from the St. Johns River Water Management District of a study to determine various aspects of the water supply situation in Lake County, and to retain legal counsel and one or more consultants to act on behalf of the parties to the agreement in monitoring and providing input into various decisions of the St. Johns River Water Management District.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28<sup>th</sup> day of February, 2005.

  
Mayor

ATTEST:

  
City Clerk

**INTERLOCAL AGREEMENT AMONG LAKE COUNTY AND TOWN OF ASTATULA; CITY OF CLERMONT; CITY OF EUSTIS; CITY OF FRUITLAND PARK; CITY OF GROVELAND; TOWN OF HOWEY-IN THE-HILLS; TOWN OF LADY LAKE; CITY OF LEESBURG; CITY OF MASCOTTE; CITY OF MINNEOLA; CITY OF MONTVERDE; CITY OF MOUNT DORA; CITY OF TAVARES; AND CITY OF UMATILLA; RELATING TO FORMATION OF A WATER PLANNING ALLIANCE**

This is an Interlocal Agreement between Lake County, a political subdivision of the State of Florida, and the Town of Astatula; City of Clermont; City of Eustis; City of Fruitland Park; City of Groveland; Town of Howey-in the-Hills; Town of Lady Lake; City of Leesburg; City of Mascotte; City of Minneola; City of Montverde; City of Mount Dora; City of Tavares; and City of Umatilla

**WHEREAS**, the St. Johns River Water Management District ("SJRWMD") has issued the "*District Water Supply Plan*" (2000) that provides concepts that water users in the regional can pursue in their water supply planning; and,

**WHEREAS**, there has been concern over the impact of recently authorized consumptive uses of water on lakes, watercourses and environmentally sensitive lands in Lake County and its residents' future water supply needs; and,

**WHEREAS**, a safe, adequate and readily available public water supply is a critical issue to the citizens of our community; and,

**WHEREAS**, SJRWMD has deemed public water supply planning to be an issue of regional concern; and,

**WHEREAS**, section 163.3177, Florida Statutes, requires specified local governments to create and incorporate a water supply work plan for a 10-year planning period into their comprehensive plan; and,

**WHEREAS**, cooperative planning with other communities is in the best interested of Lake County and its municipalities; and,

**WHEREAS**, the City of Leesburg has consented to provide an administrative home for the Alliance and funding for the initial administrative operation of the Alliance.

**NOW THEREFORE**, the parties do hereby agree as follows:

1. The following sets forth the understanding of parties with respect to the formation and purposes of the Alliance:
  - a. The mission of the Water Planning Alliance will be to plan for efficient provision and utilization of water resources, new water supplies and alternative water supplies, to facilitate collaboration and resolve conflicts among members and other stakeholders, and to present and advance the concerns of Lake County and its municipalities concerning water supply issues, in proceedings before SJRWMD and other regulatory bodies.

- b. The Alliance will be a voluntary planning body formed by resolution and will have no legal authority to bind any member to any action, financial or otherwise.
- c. Membership on the Alliance will be equal among all members with each member having an equal voice and vote.
- d. The Alliance Board will consist of one elected official from Lake County; Town of Astatula; City of Clermont; City of Eustis; City of Fruitland Park; City of Groveland; Town of Howey-in the-Hills; Town of Lady Lake; City of Leesburg; City of Mascotte; City of Minneola; City of Montverde; City of Mount Dora; City of Tavares; and City of Umatilla. Board members will be appointed by their respective Governing Body for a term of at least one year with a two year appointment preferred where feasible. The Alliance Board shall have the authority to promulgate rules of procedure regarding the conduct of its meetings and those of the management/technical committee, including but not limited to rules pertaining to how decisions of the Alliance Board and the management/technical committee will be determined.
- e. The Alliance Board will have the authority to invite membership or representation from adjacent counties, other major categories of users or regulatory bodies.
- f. A management/technical committee will be established with each member holding one seat, which is to be the administrator/manager of the jurisdiction, or his or her appointee. The management/technical committee may request participation by SJRWMD staff or such other professionals as they deem appropriate. The management/technical committee's purpose is to provide such technical assistance as deemed appropriate by the Alliance Board.
- g. The Alliance Board will have the authority under this resolution to engage in the following activities:
  - i. initiate convocations of all elected officials in the member jurisdictions as appropriate,
  - ii. develop a strategic plan for its operation,
  - iii. make water policy recommendations to its member bodies,
  - iv. facilitate project planning among members,
  - v. facilitate joint grant applications among its members,
  - vi. author interlocal agreements for its members,
  - vii. provide or arrange for mediation and facilitation services as appropriate,
  - viii. facilitate obtaining funding from SJRWMD and other sources for a study of the water supply and water supply needs of Lake County and its municipalities, to specify the parameters of such a study, and to retain a consultant to conduct such a study if SJRWMD commits to fund the cost of the study or the members of the Alliance commit to fund any portion of the cost of the study not paid by SJRWMD,

- ix. initiate water planning efforts in the areas of interconnections; alternative supplies; conservation; drought management and permit management, and
  - x. upon its governing body reaching a consensus on any issues involved, represent the membership of the Alliance by presenting its position on issues relevant to water supplies and water use, to SJRWMD and other regulatory bodies, and retain one or more consultants to assist in that process.
- h. The City of Leesburg will provide, for its initial two years of operation, an administrative home for the Alliance by providing meeting arrangements, public notices, and other required administrative support for the Board to meet and operate. Leesburg will have no policy authority over the Alliance but will simply function in a supportive role.
  - i. The funding for the initial administrative operations (office space, mailing, office supplies, general administrative functions) of the Alliance for its first two years of operation will be provided by The City of Leesburg. Leesburg may recoup these costs from grant awards for administrative overhead fee on any collaborative grant applications it facilitates.
  - j. Funding for all other projects will either come from grant awards, a shared cost method developed by the management/technical committee developed for each specific project or some combination thereof.

2. Each party hereto reserves the right to withdraw from the Alliance at any time upon giving written notice to the Alliance not less than 30 days from the effective date of withdrawal, PROVIDED HOWEVER that no member may withdraw between the date on which the study to be funded by SJRWMD under §1(g)(viii) above has commenced, and the date on which the final report of that study has been presented to the Alliance. Absent a vote to that effect by the remaining members, no withdrawal shall result in the elimination of the Alliance as an ongoing entity.

3. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

4. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

AS SET FORTH ON EXHIBIT "A" ATTACHED

- A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by overnight letter delivery company.
- B. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

5. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

6. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2004 and by each of the Cities, signing by and through its representative(s) duly authorized to execute the same.

BOARD OF COUNTY  
COMMISSIONERS OF LAKE COUNTY,  
FLORIDA

BY: \_\_\_\_\_  
JENNIFER HILL, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

\_\_\_\_\_  
James C. Watkins, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

THE CITY OF LEESBURG, FLORIDA

BY:   
JOHN CHRISTIAN, Mayor

Attest:   
BETTY RICHARDSON, City Clerk

Approved as to form and content:

  
CITY ATTORNEY

THE TOWN OF ASTATULA, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE CITY OF CLERMONT, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE CITY OF EUSTIS, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE CITY OF FRUITLAND PARK,  
FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE CITY OF GROVELAND, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY



THE TOWN OF HOWEY-IN THE-HILLS,  
FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE TOWN OF LADY LAKE, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE CITY OF MASCOTTE, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE CITY OF MINNEOLA, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE CITY OF MONTVERDE, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE CITY OF MOUNT DORA,  
FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

THE CITY OF TAVARES, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY

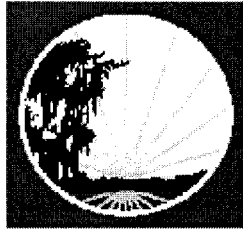
THE CITY OF UMATILLA, FLORIDA

BY: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to form and content:

\_\_\_\_\_  
CITY ATTORNEY



# LEESBURG

*The Lakefront City*

## AGENDA MEMORANDUM

**MEETING DATE:** February 28, 2005

**SUBJECT:** Lake County Water Supply Initiative

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### **Staff Recommendation:**

Authorize execution of an interlocal agreement with Lake County and other municipalities in the County (The Town of Astatula; City of Clermont; City of Eustis; City of Fruitland Park; City of Groveland; Town of Howey in the Hills; Town of Lady Lake; City of Leesburg; City of Mascotte; City of Minneola; City of Montverde; City of Mount Dora; City of Tavares; and City of Umatilla) to form a Water Supply Alliance, to request funding from the St. Johns River Water Management District of a study to determine various aspects of the water supply situation in Lake County, and to retain legal counsel and one or more consultants to act on behalf of the parties to the agreement in monitoring and providing input into various decisions of the St. Johns River Water Management District.

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### **Analysis:**

You may recall a dispute a while back between the Orlando Utilities Commission and Orange County over an application by Orange County to expand its Consumptive Use Permit (CUP) to withdraw water from the aquifer. Lake County intervened in that dispute to protect its own water resources. The St. Johns River Water Management District (the "District") retained a Tallahassee law firm to act as mediators or facilitators to assist in resolving the dispute. In the end the parties settled the dispute, in part based on an agreement to explore potable water supplies other than the aquifer (alternative water sources). These could include surface water such as lakes and streams, desalinization of sea water, and desalinization of brackish water from aquifer areas contaminated by saltwater intrusion. Although treated wastewater is considered an alternative water source generally, substituting for potable water in irrigation applications and certain industrial uses, this document focuses on sources of potable water only. As part of this agreement, the government of Lake County was to receive an allocation of water tied to the amount of water OUC and Orange County were able to obtain from alternative water sources.

When that dispute was fully resolved, the facilitators redirected their efforts to tout a proposal that Lake County and all of its cities form a Water Supply Initiative. As originally envisioned by the facilitators, this would have been an agency of sorts, which would exist in perpetuity and could hire employees and an executive director, propose programs, and implement rules. The key element of the proposal was a study of water supply resources to be funded (in whole or in part, the document was very vague on that point) by the District, with the parameters for the study spelled out in the document itself. However, despite not being too specific about what this agency would do once the study was completed, it clearly contemplated that the agency would continue in existence. The County and cities suspected this may be an effort by the District to form a precursor to a countywide utility agency which would eventually allow the District to require that all participants abandon their individual CUP's and join together to obtain a single permit for all water withdrawals in the County by public water utilities. A unified utility like this was formed in Osceola County a number of years ago, and Volusia County is also undergoing a process similar to this.

The County and cities rejected this approach and negotiated among themselves, with some assistance and input from Jake Varn, the facilitator retained by the District, the result of which is the Interlocal Agreement before you at this meeting. The consensus was that if the District is willing to pay for the water supply study in total, and if the study can be truly independent of influence by the District on its outcome, it would be beneficial for the cities and County to band together to request funding. The participants will specify the parameters for the study. The District will be asked to commit specifically to how much money it is willing to pay toward the cost. If the District will fund the entire cost of the study, then it makes sense to conduct the study.

Also, there are a lot of things going on at the District which could have a profound effect on the ability of municipalities in Lake County to provide water at affordable prices. Simply put, Lake County has no need for alternative water sources, the cities and County believe there is more than enough water in the aquifer to supply local needs for the foreseeable future. The District, on the other hand, applies a "regional:" approach encompassing not only interior counties like Lake, but also coastal counties like Volusia and Brevard, which do have supply limitations and salt water intrusion. It is a given that alternative water sources are significantly more expensive than pumping from the aquifer. Those who need alternative water sources are working on the problem but we suspect there is a move afoot to spread that cost to others like Lake County who do not really need alternative sources. It makes no sense to run a pipe from the ocean to Lake County to pump desalinated water here, but the District is considering alternatives which would result in citizens in Lake County paying more for water to fund the cost of alternative sources elsewhere, in effect leveling rates between those who pump relatively cheaper water from the aquifer and those who must process their water from more expensive sources.

There are other things going on at the District level as well. None of the cities has the staff time on an individual basis to keep up with this nor does any one city have the money to hire a consultant or legal counsel with a high level of expertise in this specific area, but the cities and the County are proposing to band together to fund the cost of obtaining such assistance, to monitor the activities of the District, report back to us in Lake County, and present our position on such issues to the District during its deliberations. Estimates of the cost are being obtained. Approval of the Interlocal Agreement will not bind any member of the Alliance to expend funds on either the study or any other efforts described above. All expenditures will require the approval of the governing board of the Alliance, followed by approval of the commission of each participant, before any money is appropriated or spent.

**Options:**

1. Authorize execution of the Interlocal Agreement.
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

Fiscal impact is not known at this time but will be presented when specific projects are brought forward for consideration.

**Submission Date and Time:** 2/22/05 3:43 PM

<p><b>Department:</b> _____          Prepared by: <u>Ron Stock</u> _____          Attachments: Yes <input checked="" type="checkbox"/> No _____          Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> _____  <b>Dates:</b> _____  <b>Newspapers:</b>          _____          _____          Revised 6/10/04</p>	<p><b>Reviewed by: Dept. Head</b> _____  <b>Finance Dept.</b> _____  <b>Deputy C.M.</b> _____          Submitted by:  <b>City Manager</b> _____</p>	<p><b>Account No.</b> _____  <b>Project No.</b> _____  <b>WF No.</b> _____  <b>Budget</b> _____  <b>Available</b> _____</p>
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