



# **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**

## **Board Meeting Package**

July 20, 2022  
3:30 p.m.

### **Meeting Location:**

Lecanto Government Building  
Room 166  
3600 W. Sovereign Path  
Lecanto, Florida 34461

## Withlacoochee Regional Water Supply Authority

### Board of Directors

*Effective March 2022*

<b>Office</b>	<b>Board Members</b>
Acting Chair	The Honorable Kathy Bryant
Vice Chair	The Honorable Jeff Kinnard
Treasurer	The Honorable Eliza-BETH Narverud

<b>Jurisdiction</b>	<b>Board Members</b>
Citrus County	The Honorable Holly Davis
	The Honorable Jeff Kinnard
Hernando County	The Honorable Jeff Holcomb
	The Honorable Eliza-BETH Narverud
Marion County	The Honorable Kathy Bryant
	The Honorable Michelle Stone
	The Honorable Craig Curry
Sumter County	The Honorable Craig Estep
	The Honorable Don Wiley
City of Belleview	The Honorable Ray Dwyer
City of Brooksville	The Honorable David Bailey
City of Bushnell	The Honorable Dale Swain
City of Inverness	The Honorable Gene Davis

### Meeting Dates

The schedule of meetings for the 2021-2022 fiscal year are as follows:

November 10, 2021  
~~January 19, 2022~~  
March 16, 2022

May 18, 2022  
July 20, 2022  
September 21, 2022



July 11, 2022

**MEMORANDUM**

To: Water Supply Authority Board of Directors and Interested Parties

From: Suzannah J. Folsom, Executive Director

Subject: Withlacoochee Regional Water Supply Authority Board of Directors Meeting

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The Withlacoochee Regional Water Supply Authority will hold a regular business meeting on **Wednesday, July 20, 2022 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

Enclosed for your review are the following items:

- Agenda
- Minutes of May 18, 2022
- Board Package\*

Please note that if a party decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, that party will need a record of the proceedings, and for such purpose, that party may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.

Enclosures

- \* Copies of the Board Package are available through the Internet. Log on to [www.wrwsa.org](http://www.wrwsa.org).
- On the Authority's Home Page go to the left side of the page and click on "Meetings."
  - On the slide out menu is a button for the current Board Package.
  - Click on the Board Package to download and/or print.





## **Driving Directions to 3600 W. Sovereign Path, Lecanto Government Building**

### **From Brooksville:**

- Go North on N. Main St. toward S. Broad St./E. Jefferson St.
- Take the 1<sup>st</sup> Left onto S. Broad St./W. Jefferson St.
- Turn Right onto US 98/Ponce De Leon Blvd.
- Turn Right onto CR 491 toward Lecanto (about 13.5 miles)
- Turn Left on W. Educational Path (traffic signal)
- Turn right at the Park onto W. Sovereign Path; continue to the right to the Lecanto Government Building

### **From Ocala**

- Go southwest on SR 200 into Citrus County
- Turn Right onto CR 491 (stay on 491 through Beverly Hills, crossing Hwy. 486 and SR 44)
- Turn Right on Saunders Way
- Turn Left onto W. Sovereign Path; follow to Lecanto Government Building

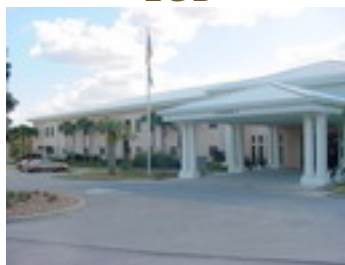
### **From Bushnell**

- In Bushnell, Go West on FL-48W
- Turn Right onto US 41; continue to follow US 41 N
- Continue straight onto FL 44 W/W Main St.; continue straight on SR 44
- Turn Left onto CR 491
- Turn Right onto Saunders Way
- Turn Left onto W. Sovereign Path; follow to Lecanto Government Building

### **From Wildwood**

- Go West on SR 44W; continue on SR 44 through Inverness
- Turn Left onto CR 491
- Turn Right onto Saunders Way
- Turn Left onto W. Sovereign Path; follow to Lecanto Government Building.

**LGB**





**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING**

**A G E N D A**

**July 20, 2022 -- 3:30 p.m.  
LECANTO GOVERNMENT BUILDING -- ROOM 166  
3600 W. Sovereign Path, Lecanto, Florida 34461**

*At the discretion of the Board, items may be taken out of order to accommodate the needs of the Board and the public.*

	<u>PAGE</u>
1. <b>Call to Order</b> . . . Kathy Bryant, Chair	
2. <b>Roll Call</b> . . . Suzy Folsom, WRWSA Executive Director	
3. <b>Introductions and Announcements</b> . . . Suzy Folsom, WRWSA	
4. <b>Pledge of Allegiance</b> . . . Led by the Board	
5. <b>Public Comment</b>	
6. <b>Consent Agenda</b> . . . Kathy Bryant, Chair	
a. <b>Approval of Minutes</b> [May 18, 2022] .....	9
b. <b>Bills to be Paid</b> [June bills included; July bills provided at the meeting] .....	15
c. <b>2022-2023 Regulatory Plan</b> .....	17
7. <b>Resolution 2022-03, Adoption of Final Budget for Fiscal Year 2022-23</b> . . . Suzy Folsom, WRWSA .....	10
8. <b>Water Supply and Conservation Grants Program – Approval of Awards</b> . . . Suzy Folsom, WRWSA .....	29
9. <b>Phase 7 Irrigation Audit Program Authorization to Issue a Request for Quotes</b> . . . Suzy Folsom, WRWSA ..	55
10. <b>Legislative Report</b> . . . Suzy Folsom, WRWSA .....	101
11. <b>Attorney’s Report</b> . . . Rob Batsel, WRWSA Attorney .....	107
a. <b>Report on Remote Meeting Attendance/Participation</b>	
b. <b>Other</b>	
12. <b>Executive Director’s Report</b> . . . Suzy Folsom, WRWSA	
a. <b>Charles A. Black Water Use Permit Renewal</b> .....	109
b. <b>Water Use Permit Demand Summary</b> .....	111
c. <b>Water Management Information System Water Use Permit Notifications</b> .....	113
d. <b>Correspondence</b> .....	115
e. <b>News Articles</b> .....	119
f. <b>Upcoming Procurements – Phase 7 Irrigation Audits</b> [September 2022]; <b>Five-Year Regional Water Supply Plan</b> [January 2023] .....	145
13. <b>Other Business</b>	
14. <b>Next Meeting</b> . . . September 21, 2022; 3:30 p.m.; Lecanto Government Building, Room 166	
15. <b>Adjournment</b>	

*Please note that if a party decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, that party will need a record of the proceedings, and for such purpose, that party may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.*



## **Item 6.a.**

**Consent Agenda**

## **Approval of Minutes**

# DRAFT

## WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

### Minutes of the Meeting May 18, 2022

**TIME:** 3:30 p.m.  
**PLACE:** Lecanto Government Building  
**ADDRESS:** 3600 W. Sovereign Path, Room 280, Lecanto, Florida 34461

*The numbers preceding the items listed below correspond with the published agenda.*

#### 1. Call to Order

Chair Bryant called the Withlacoochee Regional Water Supply Authority (WRWSA) Board of Directors meeting to order at 3:30 p.m. and requested a roll call.

#### 2. Roll Call

Ms. Suzannah Folsom, WRWSA Executive Director, called the roll and a quorum was declared present with six members present since the Board has a vacant position.

##### BOARD MEMBER PRESENT

Kathy Bryant, *Chair*, Marion County  
Commissioner  
Jeff Holcomb, *Vice Chair*, Hernando County  
Commissioner  
Jeff Kinnard, *Treasurer*, Citrus County  
Commissioner  
Craig Curry, Marion County Commissioner  
Gene Davis, Inverness City Councilor  
Holly Davis, Citrus County Commissioner  
Craig Estep, Sumter County Commissioner  
Dale Swain, Bushnell City Councilor

##### BOARD MEMBER(S) ABSENT

David Bailey, Brooksville City Councilor  
Ray Dwyer, Belleview City Commissioner  
Beth Narverud, Hernando County Commissioner  
Michelle Stone, Marion County Commissioner

##### BOARD ALTERNATE(S) PRESENT

None

#### 3. Introductions and Announcements

##### WRWSA STAFF PRESENT

Suzannah J. Folsom, PE, PMP, Executive Dir  
Robert W. Batsel, Jr., General Counsel  
LuAnne Stout, Administrative Asst.

##### OTHERS PRESENT

Alys Brockway, Hernando Co Water Resource Mgr  
Debra Burden, Citrus Co Water Conservation Mgr  
Kathryn Eno, Purvis Gray & Company  
Frank Gargano, SWFWMD Govt Affairs Reg Mgr  
Jody Kirkman, Marion Co Environmental Svcs Mgr  
Bob Moresi, Black & Veatch  
Joseph Quinn, SWFWMD Water Supply Project Mgr  
Mark White, Purvis Gray & Company

➤ Announcements – None

#### 4. Pledge of Allegiance – Chair Bryant led those present in reciting the Pledge of Allegiance.

(Mr. Davis entered the meeting at 3:34 p.m. and Ms. Davis entered the meeting at 3:35 p.m.)

#### 5. Public Comment – There being no members of the audience requesting to address the Board, Chair Bryant closed public comment.

## 6. Consent Agenda

- a. **Approval of Minutes** – The March 16, 2022 draft minutes were provided in the Board’s meeting materials and recommended for approval as presented.
- b. **Bills to be Paid** – Staff recommended for ratification of April (\$18,839.40) bills and recommended for approval May (\$31,724.68) bills.
- c. **First Quarter Financial Report** – Staff recommended the Board accept the report provided by Purvis Gray & Company.
- d. **Second Quarter Financial Report** – Staff recommended the Board accept the report provided by Purvis Gray & Company.
- e. **Staff Travel to the Florida Chamber of Commerce Environmental Permitting Summer School, July 19-20, 2022** – Staff recommended approval for Ms. Folsom, WRWSA Executive Director, to attend this year’s event at a cost of \$650.00.

**The Board unanimously approved the Consent Agenda Items 6.a., 6.b., 6.c., 6.d. and 6.e., as presented.**

## 7. Fiscal Year 2020-21 Financial Audit

Mr. Mark White, Partner with Purvis Gray & Company, LLP, introduced the prepared annual audit of the Authority’s financial statements for the Fiscal Year ending September 30, 2021.

Ms. Kathryn Eno with Purvis Gray and Company briefly reviewed the document provided to the Board and included as an exhibit in the Board’s meeting materials is the Authority’s financial position provided to Purvis Gray & Company. She noted that the only recommendation was for the Authority is work on a procedure for a minimum of quarterly billings to keep these billings and the related collections current. The following exhibits which are included as separate documents: April 11, 2022 letter from Purvis Gray and Company; and Financial Statements and Independent Auditors’ Report for Fiscal Year 2020-21.

**The Board unanimously approved the Financial Statements and Independent Auditors’ Report for Fiscal Year 2020-21, dated April 11, 2022, as presented at the meeting and submittal of this report to the Auditor General and to the Florida Department of Financial Services.**

## 8. Establishment of Proposed Fiscal Year 2022-23 Budget Components

Ms. Suzy Folsom, Executive Director, will present this item. The budget has been prepared in a conservative manner to keep costs in check and enhance efficiencies for member governments.

Ms. Folsom noted that included as Exhibit A is the draft budget based on current fund balances and a per capita rate of 19 cents and a grant funding budget of \$140,000.00 as approved March 16, 2022. She said included as Exhibit B is a description of the Authority’s FY 2022-23 work program that is supported by the draft budget. Exhibit C is the Draft Resolution 2022-03, Adoption of Fiscal Year 2022-23 Final Budget, for the Board’s review.

In response to Mr. Curry’s inquiry, Ms. Folsom said groundwater availability is noted through modeling and minimum flows and levels for the four counties and springs flow. Mr. Swain noted that the SWFWMD is instrumental in providing information.

Chair Bryant noted that members should review and provide their comments to Ms. Folsom who will incorporate them for the July 20, 2022 Board meeting.

At this time, the order of consideration was slightly altered to accommodate Mr. Batsel’s request to depart by 4 p.m. to return to Ocala.

**11. Attorney's Report**

Mr. Batsel reminded Board members that the Resolution 22-03, Adoption of Fiscal Year 2022-23 Final Budget, will be considered for approval at the July Board meeting and that a physical presence of one member from each County is required. He noted that he is reviewing information regarding to meet virtually rather than in person. Mr. Holcomb said he interested in learning what technology is acceptable (ZOOM, etc.) since there are times when driving may not be needed.

This item was for information only and no action was required.

Mr. Batsel departed the meeting and the order of consideration returned to the published agenda.

**9. Legislative Report**

Mrs. Suzy Folsom, Executive Director, presented this item. The 2022 Legislative Regular Session began in January 11 and ended in March 11. Staff has gathered information on relevant bills that are related to conservation and water supply. She reviewed the exhibit included for the Board's information and was a more detailed summary of the bills WRWSA has been tracking that passed in the session (SBs 856, 882, 1000 and 1338) and their status. At the July meeting, the state of SBs 1426, 1940 and 7012 will be reported.

This item was for information only and no action was required.

**10. As-Needed General Professional Engineering/Technical Services Request for Statement of Qualifications**

Mrs. Suzy Folsom, WRWSA Executive Director, presented this item. At its September 20, 2017 meeting, the Authority Board approved entering into contracts with six firms for the purposes of as-needed General Professional Engineering/Technical Services. Four of those firms are presently under contract:

INTERA Incorporated  
Water Resource Associates LLC  
CHA Consulting, Inc.  
RESPEC Company, LLC

Work under each contract has been authorized through the issuance of a work order, with each work order being approved by the Board. These agreements were for an initial term of three years, ending in November 2020, with the ability to extend each agreement twice by a period of one year. The Board has previously approved these contract extensions are now due to expire September 30, 2022.

The purpose of this item is to obtain Board authorization to issue a Request for Statements of Qualifications for General professional Engineering/Technical Services. If approved, staff will return to the Board at its September 2022 meeting with recommendations for entering into contract(s) with responsive, qualified firms. The Tentative schedule or the procurement is:

Task	Date
Advertise the Request for SOQ	May 20, 2022
Deadline for Questions	June 15, 2022
Submittals Due	July 15, 2022
SOQ Evaluation and Ranking	July 18 – August 29, 2022
Board Approval of Top Ranked Firm(s)	September 21, 2022
Contract Term	October 1, 2022 – September 30, 2025
Two optional 1-year contract extensions	October 1, 2025 – September 30, 2027



As an exhibit to this item was the proposed Request for Statements of Qualifications which was included in the Board's meeting materials.

**Mr. Estep moved, seconded by Ms. Davis, to approve for staff to issue the Request for Qualifications for as needed General Professional Engineering/Technical Services in substantially the same form. Motion carried unanimously.**

**12. Executive Director's Report** – Ms. Folsom presented the following items.

- a. **Charles A. Black Water Use Permit Renewal** – The Wellfield WUP number 7121.006 expired on March 13, 2022. The Authority is a co-applicant with Citrus County. The wellfield consists of seven public supply drinking water wells. The current permit has an average supply of 4,597,000 gallons per day (GPD) and a peak flow of 6,574,000 GPD. The requested term is 20 years with an average permitted supply of 7,181,900 GPD and a peak supply of 9,121,013 GPD. This increase in capacity is based on population projections which is expected to increase 39,630 by 2042. This includes the existing service area, service area expansion, and new proposed developments.

Citrus County hired Jones Edmunds and Associates to assist in preparing the permit renewal application. WRWSA staff reviewed the permit application and provided comments prior to submittal. The application was submitted to the Southwest Florida Water Management District (SWFWMD) on January 31, 2022; SWFWMD sent a request for additional information on March 1, 2022. Commissioner Kinnard clarified that the permit renewal is requesting previously approved quantities that were reduced in the last renewal cycle.

- b. **Water Use Permit Demand Summary** - A summary was in the Board's meeting materials. In response to Mr. Holcomb's inquiry, Mr. Joe Quinn with SWFWMD provided clarifying information on applying for additional quantities based on future growth.
- c. **Water Management Information System Water Use Permit Notifications** – Reviewed the list of notifications.
- d. **Correspondence**
  - SWFWMD Public Advisory Committee – Letter of Appreciation for Participation
  - Letter forwarding Regional Irrigation System Evaluation Program Phase V Final Report
- e. **News Articles** – Several articles included in meeting materials.
- f. **Upcoming Procurements** – As-Needed Professional Services (July), Phase 7 Irrigation Audits (September), and Five-Year Regional Water Supply Plan (January).
- g. **Other** - In response to Mr. Kinnard's inquiry on why only 50% credit for reclaimed water usage credits on the PSAR per capita calculation vs. 100%, Mr. Joe Quinn with SWFWMD provided clarifying information regarding reclaimed credits. The most recent estimate of the district of potable water offset with reclaimed is 200 MGD. Utilities can submit the easy form that assumes 50% or can perform an analysis to justify additional % usage. In response to Ms. Davis' question, Mr. Quinn said that reclaimed water use restrictions differ by entity some restrict potable but not reclaimed. If the same restrictions are not in place for both, a 100% offset would not apply.

**13. Other Business** – None

**14. Next Meeting Time and Location**

- Next Regular Board Meeting – July 20, 2022 at 3:30 p.m. at the Lecanto Government Building, Room 166.

**15. Adjournment** – Chair Bryant adjourned the meeting at 4:27 p.m.

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Kathy Bryant, Chair

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Suzannah J. Folsom, Executive Director

## **Item 6.b.**

**Consent Agenda**

### **Bills to be Paid**

**June bills in the meeting materials;  
July bills to be provided at meeting.**

**Withlacoochee Regional Water Supply Authority**  
3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

**Bills For Payment**  
**6/15/2022**

<u>Administrative Invoices</u>	<u>Invoice Number(s)</u>	<u>Invoice Date</u>	<u>Amount</u>
Suzannah J. Folsom, PE, Executive Director	1179	6/1/2022	\$7,320.55
Rob Batsel, General Counsel	626	6/1/2022	\$940.00
C. LuAnne Stout, Admin Asst (Services)	5-May-22	6/1/2022	\$3,218.75
Kathy Bryant (May Board Travel)		5/18/2022	\$36.49
Dale Swain (May Board Travel)		5/18/2022	\$27.59
Karen Allen (Web Maintenance)	148	6/12/2022	\$150.00
Truist Bank Business Card Statement	6.2.2022	6/2/2022	\$538.46
<b>Total Administrative Invoices</b>			<b>\$12,231.84</b>

<u>Water Supply Studies and Facilities</u>	<u>Contract/ Budget</u>	<u>Balance Remaining</u>	<u>Current</u>
2022 General Services Contract	\$30,000.00	\$30,000.00	
Work Order 2022-01 INTERA Incorporated	\$10,000.00	\$5,800.00	
Work Order 2022-02 PWR-RESPEC	\$10,000.00	\$10,000.00	
Work Order 2022-03 WRA	\$10,000.00	\$10,000.00	
FY21-22 Water Conservation Grants Program	\$140,000.00	\$140,000.00	
Citrus County	\$44,250.00	\$44,250.00	
Hernando County	\$48,750.00	\$48,750.00	
Marion County	\$21,847.00	\$21,847.00	
Sumter County	\$22,000.00	\$22,000.00	
Phase 5 Irrigation Program (Q040)	\$145,000.00	\$30,981.27	
Phase 6 Irrigation Program (Q138)	\$121,200.00	\$14,466.35	\$5,802.26 (1)
<b>Total Project Invoices</b>	<b>\$603,047.00</b>		<b>\$5,802.26</b>

<b>Total Bills to be Paid</b>	<b>\$18,034.10</b>
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State Board of Administration	Transfer from SBA2 to SBA1	\$5,802.26
State Board of Administration	Transfer from SBA1 to SunTrust Bank	\$18,034.10

Notes:

(1) Phase 6 (Q138) - Irrigation Audits

Jack Overdorff, ECO Land Design	\$5,252.26	Invoice 500
C. LuAnne Stout, Admin Services	\$550.00	Invoice 05-May-Q138-2022
	<u>\$5,802.26</u>	

## **Item 6.c.**

**Consent Agenda**

### **2022-2023 Regulatory Plan**

**2022-2023 Regulatory Plan of the  
Withlacoochee Regional Water Supply Authority (WRWSA)**

**A. RULEMAKING TO IMPLEMENT NEW LAWS**

List laws enacted or amended during the previous 12 months which create or modify the duties or authority of the WRWSA:

None

**B. OTHER RULEMAKING**

List each law not otherwise listed under A., which the WRWSA expects to implement by rulemaking before July 1, 2022, except emergency rulemaking:

None

**C. UPDATE OF PRIOR YEAR'S REGULATORY PLAN OF SUPPLEMENT**

No update or supplement of any prior year's regulatory plan is needed.

**D. CERTIFICATIONS**

**Certification of Chairman of WRWSA Board of Directors:**

As Chair of the Board of Directors, I certify that I have reviewed the WRWSA's 2022-2023 Regulatory Plan, that the WRWSA repealed all of its rules effective June 29, 2014, that no rulemaking has been conducted by the WRWSA subsequent to that repeal and further, as of July 20, 2022, that the WRWSA has no plans for rulemaking in the 2022-2023 fiscal year.

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Kathy Bryant  
Chair

Date: July 20, 2022

**Certification of the WRWSA General Counsel**

As General Counsel to the WRWSA, I certify that I have reviewed the WRWSA's 2022-2023 Regulatory Plan, that the WRWSA repealed all of its rules effective June 29, 2014, that no rulemaking has been conducted by the WRWSA subsequent to that repeal and further, as of July 20, 2022, that the WRWSA has no plans for rulemaking in the 2022-2023 fiscal year.

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Robert W. Batsel, Jr.  
General Counsel

Date: July 20, 2022

### **Resolution 2022-03, Adoption of Final Budget for Fiscal Year 2022-23**

Mr. Suzy Folsom, Executive Director, will present this item.

Included as Exhibit A to this item is the draft FY 2022-23 budget for the Board's review. The budget has been prepared in a conservative manner to keep costs in check and enhance efficiencies for member governments. Included as Exhibit B is a description of the Authority's FY 2022-23 work program that is supported by the proposed budget.

See Exhibits included in the Board's meeting materials:

- A. Proposed FY 2022-23 Budget
- B. WRWSA FY 2022-23 Work Program
- C. Resolution 2022-03, Adoption of Final Fiscal Year 2022-2023 Budget

#### **Staff Recommendation:**

Approve Resolution 2022-03 adopting the FY 2022-23 budget including budgeted expenditures in the amount of \$850,906, budgeted reserves in the amount of \$1,490,497, and a combined total amount of \$2,341,403, as presented in Exhibit A, for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**

**Fiscal Year 2022-23 Budget**

*Final June 8, 2022*

	4/1/2021 Population Estimate	Comments	Fiscal Year 2022-23	Fiscal Year 2021-22	\$ Change	% Change
<b>Revenues: Administrative</b>						
Assessments:		Official BEBR Population Estimates				
Citrus	155,615	6,232 person increase	\$29,567	\$28,383	\$1,184	4.2%
Hernando	196,540	4,354 person increase	\$37,343	\$36,516	\$827	2.3%
Marion	381,176	13,041 person increase	\$72,424	\$69,946	\$2,478	3.5%
Sumter	134,593	6,829 person decrease	\$25,573	\$26,871	-\$1,298	-4.8%
Total Population/Assessments @ 19¢/Capita	867,924		\$164,907	\$161,716	\$3,191	2.0%
Administrative Revenue from Citrus Contract		Based on Citrus County contract and Board direction	\$18,999	\$19,318	-\$319	-1.7%
Subtotal			\$183,906	\$181,034	\$2,872	1.6%
Carryover Administration Reserve Funds (FYE 21/22 Estimate) (SBA1)		See Attachment 2	\$748,526	\$692,676	\$55,850	8.1%
<b>Total Administrative Revenue Available</b>			<b>\$932,432</b>	<b>\$873,710</b>	<b>\$58,722</b>	<b>6.7%</b>
<b>Revenues: Water Resource Development (WRD) Projects</b>						
RWSP Update Matching Funds		50% of Total Project Budget	\$187,500	0.00	\$187,500	N/A
Phase 6 Irrigation Audit Program SWFWMD Matching Funds		0% of Total Project Budget	\$0	\$30,300	-\$30,300	N/A
Phase 6 Irrigation Audit Program Cooperator Matching Funds		0% of Total Project Budget	\$0	\$15,150	-\$15,150	N/A
Phase 7 Irrigation Audit Program SWFWMD Matching Funds		50% of Total Project Budget	\$51,000	\$0	\$51,000	N/A
Phase 7 Irrigation Audit Program Cooperator Matching Funds		25% of Total Project Budget	\$25,500	\$0	\$25,500	N/A
Annual Citrus WRD Payments (SBA2)		Based on CAB wellfield monthly average revenues of \$20,000 minus funds allocated to administrative revenue above	\$221,001	\$204,682	\$16,319	8.0%
Subtotal			\$297,501	\$250,132	\$47,369	18.9%
Carryover WRD Reserve Funds (FYE 21/22 Estimate) (SBA2)		See Attachment 2	\$1,127,470	\$1,021,768	\$105,702	10.3%
<b>Total Water Resource Development Revenue Available</b>			<b>\$1,424,971</b>	<b>\$1,271,900</b>	<b>\$200,440</b>	<b>15.8%</b>
<b>Total Revenues Available</b>			<b>\$2,357,403</b>	<b>\$2,145,610</b>	<b>\$259,162</b>	<b>12.1%</b>



WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY					
Fiscal Year 2022-23 Budget					
Final June 8, 2022					
		Fiscal Year 2022-23	Fiscal Year 2021-22	\$ Change	% Change
<b>Expenditures: General Administration</b>					
Executive Director	3% increase	\$89,280	\$86,700	\$2,580	3.0%
Administrative Assistant	3% increase	\$39,780	\$38,625	\$1,155	3.0%
Legal Services	Based on annual contract:				
Monthly Meetings @ \$235/hr	6 meetings/year, 3 hrs/meeting = 18 hrs	\$4,230	\$4,230	\$0	0.0%
Other Services @ \$235/hr.	6 hrs/month = 72 hrs	\$16,920	\$16,920	\$0	0.0%
Advertising	Based on FY 2020-21 actual	\$800	\$800	\$0	0.0%
Audit	FY 20-21 plus 3% COLA	\$11,623	\$11,284	\$339	3.0%
Bookkeeping Services	\$500/quarter per Engagement Letter	\$2,000	\$2,000	\$0	0.0%
Liability Insurance	FY 20-21 actual plus 5%	\$3,150	\$3,000	\$150	5.0%
Office Supplies	Based on FY 2020-21 actual	\$1,250	\$1,000	\$250	25.0%
Postage	Based on FY 2020-21 actual	\$800	\$800	\$0	0.0%
Printing and Reproduction	Based on FY 2020-21 actual	\$1,600	\$1,600	\$0	0.0%
Publications/Software	Based on FY 2020-21 actual	\$150	\$150	\$0	0.0%
Rent (Lecanto Gov't Bldg)	Based on Lease Agreement	\$2,048	\$2,048	\$0	0.0%
Registrations/Dues	Based on FY 2020-21 actual	\$1,500	\$1,500	\$0	0.0%
State Fees/Assessments	Based on FY 2020-21 actual	\$175	\$175	\$0	0.0%
Telephone	Based on FY 2020-21 actual	\$1,200	\$1,200	\$0	0.0%
Travel (Board Members & Staff)	Based on FY 2020-21 actual	\$3,000	\$5,000	-\$2,000	-40.0%
Web Page / Computer Maintenance	Based on FY 2020-21 actual	\$2,800	\$2,500	\$300	12.0%
Contingencies	@ 5% of non-contract admin costs	\$1,600	\$1,502	\$98	6.5%
<b>Subtotal - General Administration Expenditures</b>		<b>\$183,906</b>	<b>\$181,034</b>	<b>\$2,872</b>	<b>1.6%</b>
Fund Balance for Admin. Reserves FYE 22/23	FYE21/22 Admin Funds Bal + FY22/23 Admin Rev's - FY22/23 Admin Exp's	\$748,526	\$692,676	\$55,850	8.1%
<b>Expenditures: Water Resource Development Projects</b>					
General Services Contracts	As Needed Eng. & Tech. Firms	\$50,000	\$50,000	\$0	0.0%
Local Government Grant Program	Approved 3/16/22	\$140,000	\$140,000	\$0	0.0%
RWSP Update	100% of Project Budget	\$375,000	\$0	\$375,000	N/A
Phase 7 Irrigation Audit Program	100% of Project Budget	\$102,000	\$0	\$102,000	N/A
Phase 6 Irrigation Audit Program	0% of Project Budget	\$0	\$60,600	-\$60,600	N/A
<b>Subtotal - Water Resource Development Projects</b>		<b>\$667,000</b>	<b>\$250,600</b>	<b>\$416,400</b>	<b>166.2%</b>
Fund Balance for Water Resource Development Reserves FYE 22/23	FYE21/22 WRD Funds Bal + FY22/23 WRD Rev's - FY22/23 WRD Exp's	\$757,971	\$1,018,833	-\$260,862	-25.6%
<b>Total Administration and WRD Expenses</b>		<b>\$850,906</b>	<b>\$431,634</b>	<b>\$419,272</b>	<b>97.1%</b>
<b>Total Administration and WRD Fund Balances at FY</b>	See Attachment 2 for detail	<b>\$1,490,497</b>	<b>\$1,756,959</b>	<b>-\$266,462</b>	<b>-15.2%</b>
<b>Combined FYE 22/23 Expenditures and Fund Balances</b>		<b>\$2,341,403</b>	<b>\$2,188,593</b>	<b>\$152,810</b>	<b>7.0%</b>

# ATTACHMENT 1

## CALCULATION OF REVENUE FOR 2022-23 AND CALCULATION OF AMOUNT OF FUNDS NEEDED FROM RESERVES

Final June 8, 2022

Revenue	4/1/2021 Population	
LOCAL ASSESSMENTS @ 19¢ PER CAPITA		
Citrus	155,615	\$29,567
Hernando	196,540	\$37,343
Marion	381,176	\$72,424
Sumter	134,593	\$25,573
Subtotal	867,924	\$164,907
CHARLES A. BLACK WATER SUPPLY FACILITY		
Minimum Production Charge		\$224,000
Subtotal		\$224,000
MATCHING CONTRIBUTIONS FOR STUDIES		
SWFWMD Match for RWSP Update		\$187,500
SWFWMD Match for Phase 7 Irrigation Audit Program		\$51,000
Local Cooperator Match for Phase 7 Irrigation Audit Program		\$25,500
SWFWMD Match for Phase 6 Irrigation Audit Program		\$0
Local Cooperator Match for Phase 6 Irrigation Audit Program		\$0
Subtotal		\$76,500
TOTAL REVENUE FOR FY 2022-23		\$465,407
Less: 2022-23 Administration Expense		-\$183,906
Less: 2022-23 WRD Cost		-\$667,000
Funds to WRWSA Reserves (+to, -from)		-\$385,499

## ATTACHMENT 2

### ANALYSIS OF BEGINNING FUND BALANCES

FY 2022 - 2023

Final June 8, 2022

#### ESTIMATE OF WATER RESOURCES DEVELOPMENT FUND BALANCE AT END OF FY 2021-22

03/31/22 WRDF Balance (SBA2)	\$1,173,093
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#### FY 2021-22 Remaining WRD Fund Revenues

6 Citrus Co. Payments @ \$20,000/month minus administrative component below	\$110,858.00
Phase 5 Irrigation Audit Local Cooperator Revenue	\$0
Phase 5 Irrigation Audit SWFWMD Revenue	\$1,652
Phase 6 Irrigation Audit Local Cooperator Revenue	\$7,972
Phase 6 Irrigation Audit SWFWMD Revenue	\$26,523

Revenues Subtotal	\$147,005
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#### Less: FY 2021-22 Remaining Contract Expenditures:

2021-22 Citrus Water Conservation Program	\$44,250
2021-22 Hernando Water Conservation Program	\$48,750
2021-22 Marion Water Conservation Program	\$20,337
2021-22 Sumter County Water Conservation Program	\$22,000
2021-22 General Services Contracts	\$10,000
Phase 6 Irrigation Audit Program	\$47,291

Expenditures Subtotal	\$192,628
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Total WRD Funds at end of FY 2021-22	<b>\$1,127,470</b>
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#### ESTIMATE OF ADMINISTRATIVE FUND BALANCE AT END OF FY 2021-22

03/31/22 Admin Bal (SBA1)	\$748,526
Admin Revenue from CAB WSF	\$9,142
Admin Revenue from Per Capita Contributions	\$80,858
Less remaining FY Admin costs for 6 months	-\$90,000

Total Administrative Funds at end of FY 2021-22	<b>\$748,526</b>
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#### ESTIMATE OF TOTAL FUND BALANCE AT END OF FY 2021-22

Total WRD Funds at end of FY 2021-22	\$1,127,470
Total Administrative Funds at end of FY 2021-22	\$748,526

Total Fund Balance at end of FY 2020-21	<b>\$1,875,996</b>
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#### PROJECTED FUND BALANCES AT END OF FY 2022-23

Total Fund Balances beginning of FY 2022-23:	\$1,875,996
Add: 2022-23 Revenues	\$465,407
Deduct 2022-23 Expenses:	-\$850,906

Projected Fund Balances at end of FY 2022-23:	<b>\$1,490,497</b>
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# **Withlacoochee Regional Water Supply Authority**

## **Fiscal Year 2022-2023 Work Program**

### **1. Joint Funding of Water Conservation Projects with Member Local Governments**

The Authority will continue its grant program to assist local governments in improving water supply and conservation within the region in order to extend the use of groundwater as long as possible. Fresh groundwater is the least expensive source available to meet growing demands, however there is a limit to this source due to environmental impacts and impacts on other existing legal users caused by withdrawals. As the limit to fresh groundwater resources is reached, alternative, more expensive water sources will need to be developed. At the present time, water conservation programs are the most appropriate way for the Authority to help local governments extend the use of lower cost groundwater supplies. The 2022-23 proposed budget includes \$140,000 toward local government water supply and conservation projects. Proposals will be considered from local governments and public supply utilities in the Authority's jurisdiction. The grant program guidelines and application package may be found on the Authority's web page at [www.wrwsa.org](http://www.wrwsa.org). The water conservation activities co-funded by this grant program help participating utilities meet and surpass the maximum 150 gallons per person per day that is required by the SWFWMD and to meet the SJRWMD conservation requirements.

### **2. Regional Residential Irrigation Audit Program to Promote Water Conservation within the Region**

This ongoing program provides an opportunity for residential water utility customers to obtain site-specific evaluations for optimizing the use of water through landscaping techniques and efficient irrigation systems, and to implement recommendations provided by a professionally certified contractor. Contractors used for the site-specific evaluations are professionals certified by the Florida Irrigation Society (FIS) or another recognized certifying agency in the targeted region. The initiative includes program information, water conservation education, reporting and analysis by a consultant. This continuing project targets existing inefficient landscape and irrigation water use and results in significant water savings and can lead to water quality protection through reduced leaching of fertilizers and lawn chemicals. More than 1300 audits have been conducted as part of Phases 1 to 5. In Phase 4, we began offering enhanced audits that have a more intense implementation of improvements, and have an improved benefit to reduce water usage. An average reduction in total water use of 28% has been achieved for the locations that have been audited. Phase 6 is ongoing, and Phase 7 will start in January 2023. This program is co-funded by the SWFWMD. Participating utilities incur only 25% of their respective portion of the project, leveraging local dollars with regional funds. This water conservation initiative helps participating utilities meet and surpass the maximum 150 gallons per person per day that is required by the SWFWMD.

### **3. Continued Cooperation with Citrus County in Operation and Management of the Authority's Charles A. Black Water Supply Facilities**

The Authority and Citrus County completed negotiations at the end of FY 2015-16 of the new Water Supply Contract governing the operation and maintenance of the CABWSF. The new Contract allows for the continued operation of the facilities by Citrus County in a cost-effective manner ensuring a long-term water supply for the County and its customers while also providing for long-term financial stability for the Authority. In FY2021- 22, WRWSA coordinated with Citrus County as a co-applicant for the Water Use Permit No. 7121 renewal.

#### **4. Participation in Maintenance and Enhancement of the North–Central Florida Groundwater Model**

The Authority will continue to participate in discussions with SJRWMD and SWFWMD on the implementation of the North-Central Florida Groundwater model. The project was initiated in fiscal year 2012-13. Phase 1 of the project entailed updating and expanding the SWFWMD's Northern District Groundwater Model to encompass all of Marion County and to incorporate the most recent hydrologic data. Phase 1 of the project was successfully completed. The intent is for both water management districts to utilize this common model for determining the availability of groundwater in the region, particularly in Marion County which is split by the districts' boundaries. The SJRWMD and SWFWMD continue to improve upon the model and seek the engagement of various stakeholders. The model has significant implications for groundwater availability in the region and the Authority's continued participation and coordination with member governments is essential to ensure water supply implications are considered as the model is updated. The Authority also engages with both Districts to ensure continued use and support of the model.

#### **5. Springs Protection and Restoration**

The Authority continues to work with the SWFWMD on its springs coast initiative. The Authority staff continue to actively participate in the Springs Coast Management Committee as the public Supply Representative, and monitor activities of the District and the Steering Committee for implications on water supply in the region. WRWSA is also providing a representative on the Technical Advisory Committee via one of our As-Needed Consultants.

#### **6. Program Development and Technical Assistance**

- a) Support efforts to further define the hydrogeology of the region. Continue cooperation with the water management districts on the collection of hydrologic data to further refine the Districts' planning and regulatory models. Coordinate on efforts to better define the lower Floridan aquifer and the extent of fresh and brackish groundwater within the aquifer.
- b) Promote the WRWSA Regional Framework through coordination with WRWSA member governments to facilitate regional and sub-regional cooperation on water supply development and reclaimed water projects. Work with the WMDs in defining strategic priorities for the region and how these priorities may influence the ranking criteria for the Districts' Cooperative Funding Initiatives, including potential District funding for regional and sub-regional traditional and non-traditional water supply development that is consistent with the WRWSA Regional Framework.
- c) Participate in the SWFWMD and SJRWMD minimum flows and levels (MFLs) programs representing the interests of member governments. Provide technical assistance to WRWSA member governments in determining the potential impact to both the environment and potential water supply development based on proposed MFLs.
- d) Coordinate with FDEP, SJRWMD, SWFWMD and the Florida Department of Agriculture and Consumer Services on policy and rule development. Provide assistance to WRWSA member governments on FDEP and District rule development that may include Water Use Permitting, Environmental Resource Permitting, water conservation and future water supply development, including the statewide consistency initiatives. Monitor water management programs and rule development in other parts of the state, including the Central Florida Water Initiative, for implications to the WRWSA and its member governments.

- e) Monitor and coordinate with the water supply planning and development activities in adjacent communities and regions, including but not limited to Tampa Bay Water, the Central Florida Water Initiative, the Polk Water Cooperative, and Lake and Levy counties for possible implications on water resource availability within the WRWSA region. Provide input to such activities when appropriate.
- f) Monitor applications for significant water use permits and permit modifications within the region for potential impacts on WRWSA and member government existing and planned water supply facilities and engage in the permitting process where appropriate.

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**

**RESOLUTION 2022-03**

**ADOPTION OF FINAL BUDGET  
FOR FISCAL YEAR 2022-23**

WHEREAS, pursuant to the requirements of Section 189.016(4), Florida Statutes, the Board of Directors of the Withlacoochee Regional Water Supply Authority held a public meeting on July 20, 2022, on the final budget and assessment rate for general administrative, operating and project expenses for the fiscal year beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, the Board has complied with all requirements of said section and desires to adopt its final budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY:

Section 1. The Board of the Withlacoochee Regional Water Supply Authority hereby adopts its final budget, for general administrative, operating and project expenses for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023, as shown on the attached Exhibit, attached hereto and made a part hereof as Exhibit A.

Section 2. This Resolution and a copy of the final budget as adopted shall be forwarded to the Board of County Commissioners of each member County.

Section 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED in regular session this twentieth day of July 2022.

WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY

\_\_\_\_\_  
BY: Kathy Bryant, Chair

Attest:

\_\_\_\_\_  
Suzannah J. Folsom, Executive Director





**Water Supply and Conservation Grants Program – Approval of Awards**

Ms. Suzy Folsom, Executive Director, will present this item.

At the Authority's March 16, 2022 meeting, the Board set the total allocation of funds in Fiscal Year 2022-23 for the Local Government Grant Program at \$140,000. The Authority has received four grant applications, one each from Citrus, Hernando, Marion and Sumter counties. A summary of the applications is presented below while copies of the applications are included as exhibits to this item.

The applications received reflect continuations of member government proven effective water conservation programs. Staff analysis of the applications indicates all of the proposed water conservation programs meet the Authority's grant program requirements.

Representatives of each of the applicants have been invited to attend the meeting and answer any Board questions regarding their respective water conservation grant applications.

Staff recommends the Board approve the FY 2022-23 grant amounts as noted below.

See Exhibits:

- Citrus County Water Supply and Conservation Grant Application (page 30)
- Hernando County Water Supply and Conservation Grant Application (page 33)
- Marion County Water Supply and Conservation Grant Application (page 42)
- Sumter County Water Supply and Conservation Grant Application (page 50)

**Staff Recommendation:**

Board approval of the grants in the amounts shown below and authorization for the Chair to sign the Grant Agreements.

**FY 2022-23 WRWSA Grant Applications  
and Staff Recommendations**

<b>Applicant</b>	<b>Amount Requested</b>	<b>Amount Recommended</b>
<b>Citrus County</b>	\$35,075.00	\$35,075.00
<b>Hernando County</b>	\$49,750.00	\$49,750.00
<b>Marion County</b>	\$14,081.25	\$14,081.25
<b>Sumter County</b>	\$23,000.00	\$23,000.00
<b>Total</b>	\$121,906.25	\$121,906.25



**FY 2022-23**

**WATER SUPPLY AND CONSERVATION GRANT APPLICATION FORM:**

**Name of applicant:**

Citrus County, Florida

**Provide a short description of the proposed water conservation project in the text box below:**

The Citrus County water conservation program will offer its annual rebate incentive program to Citrus County Utilities customers. Rebates include WaterSense® (WS) labeled toilets through the District CFI initiative, WS labeled irrigation controllers, and rain sensors. Additionally, the county will carry out its Phase 5 Cooperative Funding Initiative project with the Southwest Florida Water Management District to install WS labeled irrigation controllers at high-water use residential sites. The county will supply free indoor retrofit items to customers, such as WS labeled showerheads and faucet aerators. Grant funding will also allow water conservation bill inserts, educational workshops, promotional items and other programs geared toward increasing water-saving behaviors throughout the community.

**List previous grants received from WRWSA in the previous 3 fiscal years and date completed:**

Resolution 2021-042, \$ \$44,250 to be completed September 2022

Resolution 2020-032, \$45,650 completed September 2021

Resolution 2019-045, \$45,998.50 completed September 2020

**Attachments to application:**

1. A resolution of support that includes a commitment that the grant recipient will budget and expend its matching funds as required by the grant program.
2. A summary of the project tasks (scope of services) with estimated costs by task, if applicable.
3. A time schedule for the project and expected completion date that will be inserted in the local government contract.

**Return Application to:**

Suzannah J. Folsom, Executive Director  
WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

**Deadline: June 30, 2022, 5:00 p.m. EST**

**Exhibit 'A'**  
**FY22-23 Scope of Service**

**Project: Monetary Incentives with Cooperative Funding Assistance**

<b>Objective:</b> Reduce water consumption by providing monetary incentive for installation of water-efficient fixtures / systems.  <b>Tasks:</b> Provide two rebate opportunities to Citrus County Utilities water customers: irrigation controllers and toilets. The rebates are publicized via three applications sent to the utility's customers as a bill insert. Customers wishing to participate in the account credit program, install the applicable water-saving fixture (toilets require a pre-verification), and return the application with an itemized receipt. A credit is then applied to the customers bill.		<b>Estimated QTY</b>	<b>COST PER</b>	<b>County</b>	<b>WRWSA</b>	<b>SWFWMD</b>	<b>Total Cost</b>
	SWFWMD CFI - WaterSense® labeled toilet account credit	70	\$100.00	\$1,750.00	\$1,750.00	\$3,500.00	\$7,000.00
	SWFWMD CFI - WaterSense® labeled toilet account credit - Rebate application printing	3	\$1,500.00	\$1,125.00	\$1,125.00	\$2,250.00	\$4,500.00
	SWFWMD CFI - WaterSense® labeled irrigation controller installation	50	\$600.00	\$7,500.00	\$7,500.00	\$15,000.00	\$30,000.00
	SWFWMD CFI - WaterSense® labeled irrigation controller installation: Mailing & Printing	1	\$1,200.00	\$300.00	\$300.00	\$600.00	\$1,200.00
	<b>Subtotal:</b>			<b>\$10,675.00</b>	<b>\$10,675.00</b>	<b>\$21,350.00</b>	<b>\$42,700.00</b>

**Project: Other Monetary Incentives**

<b>Tasks:</b> Provide two rebate opportunities to Citrus County Utilities customers: irrigation controllers and rain sensors. Customers wishing to participate in the account credit program, install the applicable water-saving fixture and return the application with an itemized receipt. Irrigation controllers require an onsite verification and training. A credit is then applied to the customers water account.	WaterSense® labeled irrigation controller account credit	60	\$100.00	\$3,000.00	\$3,000.00	n/a	\$6,000.00
	Rain sensor replacement account credit	50	\$50.00	\$1,250.00	\$1,250.00	n/a	\$2,500.00
	<b>Subtotal:</b>			<b>\$4,250.00</b>	<b>\$4,250.00</b>	<b>n/a</b>	<b>\$8,500.00</b>

**Project: Free Faucet Aerator & Low-flow Showerhead Distribution**

<b>Objective:</b> Reduce water consumption by providing free WaterSense labeled aerators and showerheads to customers.  <b>Tasks:</b> Distribute faucet aerators and showerheads to customers. Customers are able to pick up fixtures directly from the conservation office. The fixtures are also available at homeowner association offices and are distributed at events geared toward CCU customers.				<b>County</b>	<b>WRWSA</b>	<b>SWFWMD</b>	<b>Total Cost</b>
	WaterSense® labeled faucet aerators & showerheads			\$1,750.00	\$1,750.00	n/a	\$3,500.00
	<b>Subtotal:</b>			<b>\$1,750.00</b>	<b>\$1,750.00</b>	<b>n/a</b>	<b>\$3,500.00</b>

**Project: Water Conservation Education**

<b>Objective:</b> Reduce water consumption by providing water conservation education to community youth and adults.  <b>Task:</b> Create and print nine newsletter bill inserts promoting water-saving behaviors.  <b>Task:</b> Print and distribute water conservation related educational materials.  <b>Task:</b> Coordinate student poster contest, toilet leak detection challenge and other youth education initiatives.  <b>Task:</b> Purchase and distribute promotional items such as 5-minute shower timers, pens, pencils and rain gauges.  <b>Task:</b> Promote water conservation awareness through community workshops and other educational opportunities.		<b>Estimated QTY</b>	<b>COST PER</b>	<b>County</b>	<b>WRWSA</b>	<b>SWFWMD</b>	<b>Total Cost</b>
	Utility bill inserts	9	\$2,200.00	\$9,900.00	\$9,900.00	n/a	\$19,800.00
	Educational printing			\$2,000.00	\$2,000.00		\$4,000.00
	Youth education			\$500.00	\$500.00	n/a	\$1,000.00
	Promotional water conservation items			\$5,000.00	\$5,000.00	n/a	\$10,000.00
	Water conservation workshops			\$1,000.00	\$1,000.00	n/a	\$2,000.00
	<b>Subtotal:</b>			<b>\$18,400.00</b>	<b>\$18,400.00</b>	<b>\$0.00</b>	<b>\$36,800.00</b>

				<b>County</b>	<b>WRWSA</b>	<b>SWFWMD</b>	<b>Total Cost</b>
<b>TOTAL:</b>				<b>\$35,075.00</b>	<b>\$35,075.00</b>	<b>\$21,350.00</b>	<b>\$91,500.00</b>

Programming will begin October 1, 2022. Citrus County will expend all grant funding by September 30, 2023.

RESOLUTION NO. 2022 - 040

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AUTHORIZING SUBMISSION OF THE LOCAL GOVERNMENT WATER SUPPLY FUNDING ASSISTANCE PROGRAM APPLICATION TO THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND, COMMITTING FUNDS TO MATCH GRANT FUNDING FOR A WATER CONSERVATION AND PUBLIC OUTREACH PROGRAM.**

**WHEREAS**, the Citrus County Board of County Commissioners recognizes and supports the County's efforts to educate its customers and the general public on the importance of water conservation; and

**WHEREAS**, pursuant to the County's Consumptive Use Permits Nos. 7121, 9791 and 2842, the County must continue to develop, improve upon, and expand water conservation programs to reduce demands on water resources within its service areas and increase efficiency of use; and

**WHEREAS**, the Withlacoochee Regional Water Supply Authority (Authority) provides funding assistance to local governments for projects and programs with an emphasis on water conservation; and

**WHEREAS**, the County's water conservation program meets the grant funding eligibility requirements of the Authority; and

**WHEREAS**, the County will budget and expend its matching funds as required by the grant program;


**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Citrus County, Florida:

Citrus County Board of County Commissioners supports the application to the Withlacoochee Regional Water Supply Authority for the FY 2022-23 Local Government Water Supply Funding Assistance program and agrees to budget funds as identified in Scope of Services.

ATTEST:

  
ANGELA VICK, CLERK



CITRUS COUNTY, FLORIDA, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA  
BY:   
CHAIRMAN RONALD E. KITCHEN JR.

APPROVED AS TO FORM FOR  
THE RELIANCE OF CITRUS  
COUNTY ONLY:

  
DENISE A. DYMOND LYN  
COUNTY ATTORNEY

**APPROVED**

MAY 24 2022

**BOARD OF COUNTY  
COMMISSIONERS**



## **WATER SUPPLY AND CONSERVATION GRANT APPLICATION FORM:**

### **Name of applicant:**

Hernando County Utilities Department

### **Provide a short description of the proposed water conservation project in the text box below:**

Hernando County Utilities Department (HCUD) promotes and produces dynamic, innovative, effective water conservation, water resource protection programs. These have led Hernando County to lower the per capita water use requirements below the 150 gallons per person per day regulation of Southwest Florida Water Management District.

Projects:

- In-School education programs,
- Conservation messaging campaign and promotions
- Water conservation incentive programs for HCUD customers

### **List previous grants received from WRWSA in the previous 3 fiscal years and date completed:**

FY 2019 Closed September 30, 2019

FY 2020 Closed September 30, 2020

FY 2021 Closed September 30, 2021

### **Attachments to application:**

1. A resolution of support that includes a commitment that the grant recipient will budget and expend its matching funds as required by the grant program.
2. A summary of the project tasks (scope of services) with estimated costs by task, if applicable.
3. A time schedule for the project and expected completion date that will be inserted in the local government contract.

### **Return Application to:**

Suzannah J. Folsom, Executive Director  
WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

**Deadline: June 30, 2022, 5:00 p.m. EST**

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
LOCAL GOVERNMENT WATER SUPPLY AND CONSERVATION FUNDING  
ASSISTANCE PROGRAM**

**DESCRIPTION OF PROPOSED PROJECT FOR FISCAL YEAR 2023**

**HERNANDO COUNTY UTILITIES DEPARTMENT  
WATER CONSERVATION AND WATER RESOURCE PROTECTION PROGRAM**

**Overview**

The Hernando County Utilities Department (HCUD) is one of the first local governments in the Southwest Florida Water Management District (SWFWMD) to establish an inverted or conservation water rate structure. Hernando County continues to endorse Ordinance 2010-15 which is a one day per week watering schedule. Average water use in the residential sector (single-family homes) ranges between 8000-10,000 gallons a month. Hernando County Utilities Department supplies safe potable water and wastewater services to over 80% of Hernando County. HCUD's customer accounts include residential, commercial, and industrial and total over 67,000 accounts and growing. Hernando County was also one of the first local governments to implement a rain sensor rebate program for customers. We have continued these incentive-based water conservation programs including, low flow toilets, rain sensor rebates, HE washing machine rebates, irrigation evaluation and audit programs, Florida Friendly certified landscapes, participation in Florida Friendly Landscaping programs and participate regionally in an irrigation evaluation and audit program with WRWSA member government partners. These programs, along with many others, show the deep commitment this utility has to the protection and conservation of Hernando County's water supply.

Information is collected from Hernando County residents and other water conservation program participants on types of programs that they believe are the most vital and important. We use this information to produce materials, presentations, workshops, and seminars. This past year (FY 2022), we transitioned to providing our educational programming to virtual platforms. Our plan is to bring in-person educational presentations and workshops back to the public arena in 2023. We have begun rain barrel workshops outside for in-person education. And our Florida Friendly Landscaping program has weekly Facebook live and Zoom presentations that are posted to Hernando County's YouTube channel: <https://www.youtube.com/channel/UCvW76oulWUK2sZpCFk5BB3A>

Through the WRWSA Local Government Water Supply and Conservation Funding Assistance Program we support these educational efforts.

The current plan is to hold our Springs Workshop in the spring of 2023. The Hernando County Groundwater Guardians have an important impact in the organization and promotion of the Springs Workshops. The Springs Workshop is normally held every two years, which brings local government leaders, community leaders and interested citizen together for an in-depth, training in water related issues, best management practices and groundwater protection. This is an extraordinarily popular event and always has over 100 participants from all regions of Florida. This workshop is sponsored by the WRWSA, Southwest Florida Water Management District, and private corporate partners. Promotional and educational items have been and are being used to educate the residents of Hernando County.

The assistance of the WRWSA Local Government Water Supply and Conservation Funding Assistance Program, all residents of Hernando County may benefit by the water conservation and water resources protection programs.

## **PURPOSE & PROPOSED INITIATIVES**

Major elements of the program consist of:

- In-school education program (Springs Coast Environmental Education Center, Gulf Coast Academy of Science and Technology)
- Conservation Messaging Campaign
- Customer and Residents Incentive Programs
- Community educational presentations, workshops, and events.

In order to serve all of the citizens of Hernando County, those served by the county's utility system as well as those who use private wells or customers of the City of Brooksville, the county is applying to the WRWSA for funding assistance in the continued development and expansion of its water conservation and quality protection program.

## **Springs Coast Environmental Education Center (SCEEC)**

The SWFWMD purchased Weeki Wachee Springs and the attraction property to be part of the Weeki Wachee Preserve. The District has committed approximately \$750,000 to construct an environmental education center on the property, under the condition that the Hernando County School District supply teachers, curriculum, and equipment. The Hernando County Water and Sewer District (HCW&SD) Board and the Hernando County Board of County Commissioners have pledged to support this endeavor and have authorized a contribution to the Education Center. The doors of the unique learning center opened in April 2005. Initially it served only fourth grade students of Hernando County. SCEEC has expanded its reach to nearly all grade levels and regularly



hosts thousands of Hernando County students and provides summer educational camps. As with other Hernando County Schools, The Hernando County Utilities Department has specifically provided support for the development of a water resource/quality protection and water conservation module of the curriculum. By providing support to the center, the Utilities Department is allocating its resources to those skilled in working with students - teachers. In addition, creation of the curriculum module ensures that a consistent and continuing message will be embedded in the educational process. In FY 2008 we added the Gulf Coast Academy of Science and Technology to our student educational efforts. GCA is committed to providing an exceptional education through weekly field experiences integrated with a hands-on advanced middle school curriculum. (Budget item: Springs Coast Environmental Education Center, Gulf Coast Academy)

### **Water Conservation media messaging campaign:**

This campaign includes radio and streamed television advertising. We provide all educational presentations to Hernando County's YouTube channel. This online presence has been very popular. Additionally, we provided water conservation messages other social media such as Facebook. The innovative and instructional media messages broaden public awareness and heightened the acceptance of water conservation was a way of life. Both the Hernando County Utilities Department and Withlacoochee Regional Water Supply Authority are listed in the media spots. (Budget items: commercial airtime, radio, and print media)

### **Water Conservation and Resource Protection Promotion and Workshops**

This quote, "It is because of people that groundwater must be protected, but it is only through the efforts of people that it can be accomplished" describes the importance of bringing education to the public. This is accomplished through promotions, events such a rain barrels workshops, information stations and direct conservation/groundwater protection communication through customer bills. Both the Spring Workshop and the Florida Friendly Workshop are highlights of the effort to bring water conservation and water resource protection education to the public. (Budget Item: Rain barrels, informational guides, workshops, signs)



## **Water Conservation (HCUD customers only) Incentive Programs:**

Hernando County Utilities Department encourages our customers to conserve our valuable water supply through water bill rebates (and other incentives). Incentive programs: HE Washing Machine Rebate (\$100), Rain Sensor Rebate Program (\$75.00), Low-Flow Toilet Replacement Program (\$125.00) and promotion of Florida Friendly Landscaping workshop, where customer attendees receive a “tuition” reimbursement on their water bill. Incentives also help further the promotion of Hernando County’s Florida Friendly Landscaping (FFL) program. Customer rebates include a \$30 rebate for participating in the FFL rain barrel workshops and another \$25 rebate is available for certifying their landscape as a Florida Friendly Landscape. Outdoor water conservation projects/programs/incentives may include professional leak detection project, sprinkler checkup program, high efficiency irrigation nozzles, water sense timer replacements and/or potential pilot project for sustainability through inclusion of soil amendments incentive.

## **CONCLUSION**

The above elements of the Hernando County Utilities Department’s Water Conservation/Water Resource Program are diverse and purposefully set up that way. An effective water conservation program for a public supply utility must reach all its customers and must strive to change behavior and attitudes towards conservation and protection of water resources in order to affect reliable, long-term results. This must be accomplished through a multi-functional approach including education, outreach, and financial incentives.

## **IMPLEMENTATION SCHEDULE**

All the above projects and initiatives will be ongoing throughout Fiscal Year 2023. Funds from the current (FY2022) WRWSA assistance program will be encumbered by September 30, 2022. This meets the requirement to submit funding request for 2022 fiscal year. The water conservation initiatives for FY 2023 will begin October 1, 2022 and conclude with all grant assistance funds being encumbered by September 30, 2023.

# **FY 2023 Conservation Project Budget**

## **Hernando County Utilities Department Withlacoochee Regional Water Supply Authority Local Government Water Conservation Grant Program**

**Springs Coast Environmental Learning Center** \$5,000

**Gulf Coast Academy** \$4,500

Water resource and conservation education  
Curriculum assistance.

Total: **\$9,500**

### **Promotional Items & Workshops**

Materials for educational purposes, inserts, flyers,  
door hangers, packets for rebates and code enforcement.  
Items for Community events, workshops, presentations. Meeting  
Supplies; Florida Friendly Landscape Workshop,  
Springs Workshop and accessories  
Speaker stipends, venue rental, rain barrels

Total **\$23,500**

### **Conservation Advertising Campaign**

Commercial media spots (television, radio, print)  
Spectrum/Charter streaming advertising  
Water conservation vehicle Wrap  
and water conservation magnetic signs for  
HCUD vehicles

Total **\$16,000**

### **HCUD Customer (only) Resource Protection Programs**

To included incentives for participating in: HE Washing Machine,  
Rain Sensor Replacement, Low Flow Toilets, Rain Barrels,  
FFL Yard Certification. And/or programs such as, professional  
leak detection program, Sprinkler Check-up Program,  
High Efficiency Sprinkler Replacement Project, soil amendment  
Pilot project or water sense timer replacement

Total **\$48,000**

### **Presentation/Workshop Equipment**

A/V equipment and other accessories \$2,500

Total **\$2,500**

**TOTAL PROPOSED BUDGET**  
**WRWSA portion/share (50%)**

**TOTAL** **\$99,500**  
**Total** **\$49,750**

**RESOLUTION NO. 2022- 107**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, SITTING AS THE GOVERNING BOARD OF THE HERNANDO COUNTY WATER AND SEWER DISTRICT, SUPPORTING THE HERNANDO COUNTY UTILITIES DEPARTMENT'S "LOCAL GOVERNMENT WATER SUPPLY ASSISTANCE PROGRAM" APPLICATION TO THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY FOR THE DEVELOPMENT OF A COUNTYWIDE WATER CONSERVATION AND QUALITY PROTECTION PROGRAM; AUTHORIZING THE CHAIRMAN TO EXECUTE THE APPLICATION AND ANY RELATED DOCUMENTS THAT MAY BE REQUIRED; AUTHORIZING THE DIRECTOR OF THE UTILITIES DEPARTMENT TO DESIGNATE APPROPRIATE STAFF TO PERFORM THE TECHNICAL, FINANCIAL AND ADMINISTRATIVE ACTIVITIES ASSOCIATED HERewith; PROVIDING THAT THIS RESOLUTION SUPERSEDE PRIOR ACTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:**

**WHEREAS**, the Hernando County Water and Sewer District (the "District") was created by ordinance and established in all of the unincorporated area of the county; and

**WHEREAS**, the Hernando County Board of Commissioners (the "Board") is the Governing Board of the District; and,

**WHEREAS**, the Hernando County Utilities Department (the "HCUD") is responsible for the operation and maintenance of the water and wastewater facilities and infrastructure of the county; and,

**WHEREAS**, the Board recognized that in order to protect the water resources of unincorporated Hernando County and to properly plan for the future needs of its citizens, the establishment of a Water Conservation and Water Resource Protection Program for the County and the District is essential; and,

**WHEREAS,** the Southwest Florida Water Management District (the "SWFWMD") has identified water conservation as an essential planning and protection element of its water resource management program; and,

**WHEREAS,** the Withlacoochee Regional Water Supply Authority (the "Authority") was established, of which Hernando County is a member, to provide an entity to help ensure that an adequate and safe supply of water is available for the citizens of the region and the county; and,

**WHEREAS,** the Authority has established the "Local Government Water Supply Funding Assistance Program" to which a member may apply for cooperative funding for water supply projects or projects relating to the development of water supply; and,

**WHEREAS,** the Authority has determined that the establishment and development of water conservation programs support and further the intention of the water supply development of the region; and,

**WHEREAS,** the HCUD has submitted an application to the Authority's funding assistance program to seek financial assistance in the development of a countywide water conservation program (the "Project") in order to provide

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA:**

**SECTION 1.** The above recitals are incorporated herein by reference and made a part hereof.

**SECTION 2.** The Board of County Commissioners ("Board") hereby gives its official support for the Hernando County Utilities Department to submit an application to the Withlacoochee Regional Water Supply Authority for cooperative funding in the development of the County's water conservation program.

**SECTION 3.** The Board, in order to meet the terms of the financial assistance program, agrees to budget and expend on the Project an amount equal to or greater than the required fifty percent (50%) matching funds as required by the program.

**SECTION 4.** The Board understands and agrees that it shall expend its required matching funds prior to the Authority expending its fifty percent (50%) match for the Project.

**SECTION 5.** The Board hereby authorizes its Chairman to execute the referenced Application and the Board further authorizes its Chairman to execute such additional documents including, compliance assurances and related documentation required by the Authority in connection with the foregoing.

**SECTION 6.** The Board further authorizes HCUD, Director Gordon Onderdonk, to designate appropriate staff to perform the technical, financial and administrative activities associated herewith.

**SECTION 7.** In the event of any conflict between this Resolution and any prior resolution or actions of the Board, this Resolution shall supersede and control.

**SECTION 8.** If any section or part of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**SECTION 9.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED IN REGULAR SESSION THIS 24 DAY OF MAY 2022 IN BROOKSVILLE, FLORIDA.**

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA**

Attest: Steven Brews, D.C.  
Douglas A. Chorvat, JR.  
Clerk of Court &  
Comptroller

(SEAL)



Approved for Form and  
Legal Sufficiency

By: [Signature]

By: [Signature]  
Steve Champion  
Chairman



FY 2022-23

**WATER SUPPLY AND CONSERVATION GRANT APPLICATION FORM:**

**Name of applicant:**

Marion County Board of County Commissioners

**Provide a short description of the proposed water conservation project in the text box below:**

Marion County Water Resources and Marion County Utilities work cooperatively to plan, implement, and manage a comprehensive, goal-based water conservation program for the Marion County Board of County Commissioners. The program is conducted through public outreach, indirect public education, and direct water conservation incentives. The County requests funding for water use efficiency initiatives including landscape and irrigation retrofits, low flow toilet rebates, low flow retrofit kits and educational outreach and materials.

**List previous grants received from WRWSA in the previous 3 fiscal years and date completed:**

2021 - \$21,847 to be completed by September 30, 2022  
2020- \$5,828.25 completed September 30, 2021 (expenditures were less than previously requested because of the COVID 19 pandemic).  
2019 - \$33,095 completed September 30, 2020

**Attachments to application:**

1. A resolution of support that includes a commitment that the grant recipient will budget and expend its matching funds as required by the grant program.
2. A summary of the project tasks (scope of services) with estimated costs by task, if applicable.
3. A time schedule for the project and expected completion date that will be inserted in the local government contract.

**Return Application to:**

Suzannah J. Folsom, Executive Director  
WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

**Deadline: June 30, 2022, 5:00 p.m. EST**





### Program Description

Marion County Water Resources and Marion County Utilities work cooperatively to plan, implement, and manage a comprehensive, goal-based water conservation program for the Marion County Board of County Commissioners. The program is conducted through public outreach, indirect public education, and direct water conservation incentives. The County requests *funding for water use* efficiency initiatives including efficient irrigation rebates, low-flow toilet rebates, low-flow retrofit kits and educational outreach materials.

The following is a breakdown of the costs of the various projects that Marion County requests grant funding for during fiscal year 2022/23:

Program	Total Cost	County Cost Share	WRWSA Cost Share
Educational Outreach	\$2,500	\$1,250	\$1,250
Utility Bill Inserts on Water Use Efficiency	\$3,200	\$1,600	\$1,600
Educational Print Media	\$3,200	\$1,600	\$1,600
Landscape & Irrigation Rebate Program	\$10,000	\$5,000	\$5,000
Low-Flow Toilet Rebates (Non MCU Customers)	\$2,000	\$1000	\$1000
Low-Flow Toilet Rebates (Non-MCU Customers West of 1-75 only)	\$2,000	\$1,000	\$1,000
Water Conservation Kits	\$2,000	\$1,000	\$1,000
Water Conservation Billboards	\$3,262.50	\$1,631.25	\$1,631.25
Total Project Costs	\$28,162.5	\$14,081.25	\$14,081.25

These projects represent only a portion of the County's on-going Water Use Efficiency Program. A cost-share of \$14,081.25 will help to offset the cost of performing indoor and outdoor retrofits and conducting public outreach. The remainder of the program costs will be funded by the Marion County Board of County Commissioners and other cooperative partners.

**Educational Outreach:** The purpose of this program is to encourage residents to make changes to their daily water use habits to increase efficiency. The program focuses on education and water use efficiency. The target audience is county wide. The program will give students a hands-on experience in the summer months as a follow up from other education initiatives and incorporate how the implementation of simple water efficient practices have an impact on water resources. It also highlights the ability to collectively save up to 3,000 gallons of water a month per household by implementing these practices. Students will be shown how to replace non-efficient faucet aerators, showerheads, and nozzles with efficient ones; check for leaky toilets and learn how to use rain gauges effectively and apply water efficient practices in and around the home.

With the onset of COVID-19 outreach in the FY 2020-21 was difficult, with the lockdown there were many obstacles in terms of gatherings and social distancing. For FY 2022/23, Marion County will offer summer presentations that students can take advantage of individually or in combination with other partnering organizations. In all cases, the program will consist of presentations, handouts, hands on application of water conservation items and promo items for participants.

**Utility Bill Inserts on Water Use Efficiency:** Billing inserts are distributed on a bimonthly basis by Marion County Utilities. These inserts are used to educate citizens on water use efficiency and to promote the County's incentive-based programs. Message topics in FY 2022/23 will include: informing citizens of the change back to the once a week watering schedule, how to conduct a routine check on an irrigation system, how to identify common household leaks, and other topics related to water use. These inserts are a big driver for participation in the County's water use efficiency initiatives.

**Educational Print Media:** Along with billing inserts for Utility customers, tip cards and brochures on water use efficiency, incentive programs and resource protection are made available at five County libraries and the MCU lobby for customers free of charge.

**Landscape and Irrigation Rebate Program:** The purpose of this program is to encourage residents to make changes to their landscape and irrigation system to increase water use efficiency. Since FY 2012/13, the County has had in place a program that offers up to \$5,000 for residents to make substantial changes to their landscape and irrigation system to meet Florida Water Star® Silver Level criteria. For many residents, completing a full retrofit to their landscape and irrigation system to meet these criteria is expensive and does not result in a significant financial return on investment. There are, however, many changes that residents can often make to use water more efficiently that require less time, money and effort to install. For FY 2022/23, Marion County will offer different retrofit options that residents can take advantage of individually or in combination with each other. In all cases, the rebate offered will not exceed the actual price paid for the purchase and installation.



**Smart Irrigation Controller and Sensors:** Smart irrigation controllers utilize local weather and landscape conditions to tailor watering schedules to actual conditions on site. Studies have found that these devices reduce outdoor water use by an average of 15-30%. When used in conjunction with a soil moisture sensor (SMS) or evapotranspiration (ET) based sensor, the potential savings is as high as 90% during the rainy season. With smart controllers and sensors residents will be eligible for a rebate of up to \$500 towards the purchase and installation of a smart irrigation controller and a SMS or ET based sensor. This may only be applied for once every five years at a residence.

**Efficient Irrigation:** The sprinkler heads typically used on irrigations systems (rotors and sprays) have an efficiency of only 60-75%. This means that 25-40% of the water being applied is wasted. High efficiency sprinkler nozzles (rotating nozzles) save water by applying it more uniformly and efficiently (90-95%) than traditional sprinklers. Rotating nozzles typically cost between \$2 and \$10 each, and result in an average water savings of 1,000 gallons per nozzle per year. Because rotating nozzles apply water at a slower rate than traditional nozzles, it is necessary to ensure that entire irrigation zones are retrofitted to prevent too much or too little water from being applied in areas of the zone. With efficient irrigation residents will be eligible for a rebate of up to \$200 per zone converted to rotating nozzles.

**Micro-Irrigation:** Micro-irrigation, sometimes referred to as "drip" or "low volume" irrigation, improves irrigation efficiency through the precise application of water to the root area of the plant. Micro-irrigation reduces the amount of water lost to wind, evaporation and runoff and minimizes the growth of weeds. An added benefit is that it is highly customizable for oddly shaped areas and those with a variety of different plant types. Depending on a number of different factors, water savings from converting a single landscape zone to micro-irrigation can range from 5-20% or more. With micro-irrigation residents will be eligible for a rebate of up to \$200 per high-volume irrigation zone converted to micro-irrigation.

**Florida-Friendly Landscape:** Landscape plant selection and water efficiency go hand in hand. Installing drought tolerant plants can greatly reduce or eliminate the need for supplemental irrigation. The Florida-Friendly Landscape will incentivize the installation of drought tolerant plants in a previously high-volume irrigation zone. In order to take advantage of this, the zone where plants are being installed must concurrently be converted to low-volume or micro-irrigation, or irrigation must be removed. This will offer residents a rebate of up to \$200 per zone and can be used in conjunction with the Efficient Irrigation or Micro-Irrigation.

**Low-Flow Toilet Rebates (East of 1-75 only):** The toilet rebate program offers Marion County Utilities customers up to \$100 (or \$180 if two toilets are replaced) to replace a conventional high-volume toilet (3.5 gallons per flush or greater) with a dual flush or high-efficiency toilet (1.28 gallons per flush or less). This is an ongoing program that has been in place since October, 2011. As of April 1, 2020; this program has incentivized the replacement of 2,367 toilets. This grant would provide for approximately 150 toilet rebates in the Marion County Utilities service areas east of 1-75. It is estimated that the replacement of these toilets will save an estimated 25.1million gallons total over their 20-year lifespan at a cost of approximated \$1.01per thousand gallons saved. The County is expected to have a grant with the Southwest Florida Water Management District to cooperatively fund rebates west of 1-75. Low-Flow Toilet Rebates (Non-MCU customers): This grant would provide for approximately 50 toilet rebates in Marion County where residents are not customers of Marion County Utilities. As mentioned previously, it is estimated that the replacement of these toilets will save an estimated 25.1 million gallons total over their 20-year lifespan at a cost of approximated \$1.01per thousand gallons saved. The County is expected to have a grant with the Southwest Florida Water Management District to cooperatively fund rebates county wide. This will be the second phase of this program.

**Water Conservation Kits:** Low flow retrofit kits are distributed for free at the Marion County Utilities office to customers. These kits contain low-flow fixtures and devices to reduce both indoor and outdoor water use. Each kit fully installed has the potential to save 25,000 gallons of water a year. They will be distributed to both non-utilities and utility customers.

**Water Conservation Billboards:** A billboard campaign is utilized each year to promote smart water conservation practices. These billboards promote the use of rain sensors, discourage overwatering of lawns and inform citizens of the shift to once a week watering. Billboards in FY2018/19 achieved just over an estimated 1million impressions at a cost of less than \$0.01per impression.

## **Grant Timeline**

### **Educational Materials**

Develop, print, and distribute materials 10/1/2022- 9/30/2023

### **Efficient Irrigation Rebates**

Enroll participants 10/1/2022- 9/1/2023

Complete retrofits and issue rebates 10/1/2022- 9/30/2023

### **Low-Flow Toilet Rebates**

Enroll participants 10/1/2022-9/1/2023

Perform inspections and issue rebates 10/1/2022-9/30/2023

### **Water Conservation Kits**

Order conservation kits 10/1/2022- 11/1/2023

Distribute and track conservation kits 12/1/2022- 9/30/2023

### **Utility Bill Inserts on Water Use Efficiency**

Develop, print, and distribute materials 10/1/2022- 9/30/2023

### **Water Conservation Billboards**

Develop and run by billboard campaigns 11/1/2022-9/30/2023



**RESOLUTION NO. 22-218**

**A RESOLUTION OF MARION COUNTY, FLORIDA SUPPORTING  
THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS'  
APPLICATION FOR LOCAL GOVERNMENT WATER SUPPLY  
FUNDING ASSISTANCE FROM THE WITHLACOOCHEE  
REGIONAL WATER SUPPLY AUTHORITY FOR LOCAL WATER  
CONSERVATION PROGRAM EFFORTS.**

**WHEREAS**, the Marion County Board of County Commissioners (Board) recognizes the importance of efficient water use to protect and sustain its local water supply and related natural resources; and

**WHEREAS**, the Board is required by permit to promote water conservation initiatives, which include but are not limited to conservation rate structures, a countywide landscape irrigation ordinance, homeowner workshops, and irrigation evaluation and education services; and

**WHEREAS**, the Withlacoochee Regional Water Supply Authority (Authority), through its own recognition of the importance of water use efficiency, has created a local government water supply assistance program which provides funding to member governments specifically for water conservation projects; and

**WHEREAS**, the Board is seeking a grant through the Authority's funding assistance program for landscape and irrigation retrofits, low flow-toilet rebates, low-flow retrofit kits and homeowner education elements of its overall water conservation programming in Fiscal Year 2022/2023; and

**WHEREAS**, the Board is required, according to the terms of the Authority's funding assistance program, to budget and expend matching funds equal to or greater than fifty percent (50%) of the amount of the requested grant;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, THAT:**

1. Marion County Board of County Commissioners supports the application to the Withlacoochee Regional Water Supply Authority for local program funding for the 2022/2023 fiscal year.
2. Marion County Board of County Commissioners agrees to budget \$28,162.50

as part of its on-going Water Use Efficiency program and to expend its matching funds as required by the grant program.

This resolution shall become effective immediately upon adoption of the final budget for Fiscal Year 2022/2023 by the Board of County Commissioners of Marion County, Florida.

PASSED AND DULY ADOPTED this 7<sup>th</sup> day of June, 2022

BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA



Carl Zalak, III, CHAIRMAN

ATTEST:



Gregory C. Harrell, CLERK

**WATER SUPPLY AND CONSERVATION GRANT APPLICATION FORM:****Name of applicant:**

Sumter County, Florida

**Provide a short description of the proposed water conservation project in the text box below:**

The Sumter County Board of County Commissioners and the Sumter County Sheriff's office work cooperatively to plan and install water conservation measures in the existing Jail. Our plan consists of replacing the Met craft water control system in Charlie Building with an I-con system. Alpha and Bravo pods will be I-con controlled. I-CON's plumbing system puts the control of the plumbing fixtures in the hands of those operating the facility and out of the hands of the inmates. The system replaces existing, "static" plumbing components with "controllable" components by activating lavatories, toilets and showers with electronic devices, rather than "standard" devices, the plumbing fixtures will easily be controlled. The heart of the plumbing system, the NEXUS® controller, it is specifically designed for plumbing control and is protected by a water resistant, inner-ring sealed, enclosure fixtures with new installations also available.

**List previous grants received from WRWSA in the previous 3 fiscal years and date completed:**

WRWSA Grant received 2021-2022 completed 06/17/2022

**Attachments to application:**

1. A resolution of support that includes a commitment that the grant recipient will budget and expend its matching funds as required by the grant program.
2. A summary of the project tasks (scope of services) with estimated costs by task, if applicable.
3. A time schedule for the project and expected completion date that will be inserted in the local government contract.

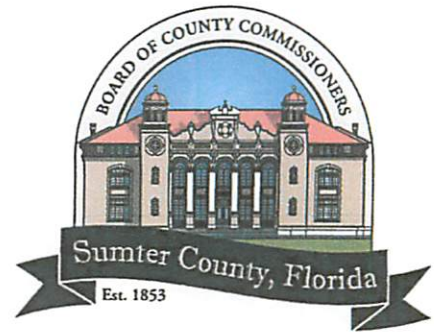
**Return Application to:**

Suzannah J. Folsom, Executive Director  
WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461



# ***Board of County Commissioners Sumter County, Florida***

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401  
Website: <http://sumtercountyfl.gov>



June 20, 2022

Suzannah Folsom, PE, PMP  
Executive Director  
Withlacoochee Regional Water Supply Authority  
3600 W Sovereign Path, Suite 228  
Lecanto, Florida 34461

RE: Sumter County Board of County Commissioners  
FY 2022/23 Water Conservation Grant Application

Mrs. Folsom:

Enclosed for your consideration is Sumter County's Water Conservation Grant Application, along with an attachment of project tasks and their time schedules. A resolution of support of our commitment to budget and expend matching funds was presented to the Sumter County Board of County Commissioners during their regularly scheduled Board meeting on June 14<sup>th</sup>, 2022. Attached is the signed resolution for your July meeting for your use and full consideration of our grant application.

Sumter County appreciates our ongoing relationship with the Withlacoochee Regional Water Supply Authority and the opportunity to partner with you in our efforts to protect our water resources. Should you have any questions or concerns, please feel free to contact me at (352) 569-6707.

Sincerely,

Michael F. Jara  
Assistant Director – Sumter County Public Works

Enclosures

Roberta Ulrich, District 1  
Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Doug Gilpin, District 2  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Craig Estep, District 3  
Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Garry Breeden, District 4  
2<sup>nd</sup> Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Don Wiley, District 5  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Bradley S. Arnold,  
County Administrator  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor  
(352) 569-6600  
215 East McCollum Avenue  
Bushnell, FL 33513

County Attorney  
The Hogan Law Firm  
Post Office Box 485  
Brooksville, Florida 34605

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  
EXECUTIVE SUMMARY

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**SUBJECT:** Execute the Authorizing Resolution for the Withlacoochee Regional Water Supply Authority (WEWSA) for a Water Conservation Project (Staff Recommends Approval).

**REQUESTED ACTION:** Staff Recommends Approval

**Meeting Type:** Regular Meeting

**DATE OF MEETING:** 6/14/2022

**CONTRACT:** ☒ N/A

**Vendor/Entity:** Withlacoochee  
Regional Water Supply  
Authority (WRWSA)

**Effective Date:** TBD

**Termination Date:** 9/30/2023

**Managing Division / Dept:** Facilities & Parks

**BUDGET IMPACT:** \$23,000

**FUNDING SOURCE:** General Fund

**Type:** Annual

**EXPENDITURE ACCOUNT:** 001-100-523-4600

**HISTORY/FACTS/ISSUES:**

Withlacoochee Regional Water Supply Authority (WRWSA) grant application is for a water conservation project. The total cost is \$46,000, the WRWSA Grant will pay \$23,000, and Sumter County will pay \$23,000. The grant application requests an addition of an I-CON system to Charlie Building at the Sumter County Jail. The I-CON system will add components with "controllable" water management elements. The new system will conserve water in the Charlie Building.

The execution of the authorizing resolution is required for the grant application.

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**Prepared by:**

Michael Jara

**ProWritingAid Check** ☒

**APPROVED**

**June 14, 2022**

**RESOLUTION 2022-33**



RESOLUTION NO. 2022 - 33

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA. FUNDING ASSISTANCE PROGRAM APPLICATION TO THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND, COMMITTING FUNDS TO MATCH GRANT FUNDING FOR A WATER CONSERVATION PROGRAM.**

**WHEREAS, the Sumter County Board of County Commissioners recognizes and support the County's efforts in water conservation; and**

**WHEREAS, the Sumter County Public Works Department, Facilities and Parks Division is responsible for the operation and maintenance of facilities of the county; and,**

**WHEREAS, the Withlacoochee Regional Water Supply Authority (Authority) provides funding assistance to local governments for projects and programs with an emphasis on water conservation; and**

**WHEREAS, the County's water conservation project meets the grant funding eligibility requirements of the Authority; and**

**WHEREAS, the County will budget and expend its matching funds as required by the grant program;**

**NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County, Florida:**

**Sumter County Board of County Commissioners supports the application to the Withlacoochee Regional Water Supply Authority for the FY 2022-2023 Local Government Water Supply Funding Assistance program and agrees to budget funds as identified in Exhibit "A".**

**DONE AND RESOLVED THIS 14th DAY of June 2022.**

**SUMTER COUNTY, FLORIDA, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

**ATTEST: Gloria R. Hayward, Clerk and Auditor**



*Caroline Alrestimawi*  
**Caroline Alrestimawi**  
**DEPUTY CLERK**

*Craig A. Estep*  
**BY: Craig A. Estep**  
**CHAIRMAN**

**Exhibit "A"****FY 22-23 Scope of Work**

<b>Project: Monetary Incentives</b>	<b>Components</b>	<b>Estimated Quantity Pod</b>	<b>Cost Per/pod</b>	<b>County</b>	<b>WRWSA</b>	<b>SWFWMD</b>	<b>Total Cost</b>
The objective is to reduce water consumption by installing water efficient I-Con controls Sumter County Detention Center Charlie-Building; Alpha and Bravo pods	I-CON controls for C - building; Alpha and Bravo pods, Envisage computer and 24 volt toilets and showers	2	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ -	\$ 46,000.00

**Tasks**

Reduce water consumption by installing I-CON water controls in the existing Charlie Building

**Schedule**

Procurement timeframe includes six weeks for solicitation

Two-three weeks for approval and added to the Boards' regular meeting agenda

Construction timeframe includes lead time and construction 6-8 weeks

**Phase 7 Irrigation Audit Program Authorization to Issue a Request for Quotes**

Ms. Suzy Folsom, WRWSA Executive Director, will present this item.

At the Authority's September 2021 meeting, the Board approved submittal of an application to the SWFWMD for its Fiscal Year 2022-23 Cooperative Funding Initiative. The SWFWMD staff has recommended to their Board that this project (Q306) be included in their draft budget for the coming fiscal year. The project entails a continuation and enhancement of the WRWSA's ongoing Irrigation Evaluation Program. The purpose of this item is to seek authorization from the Board to publish a Request for Quotes from qualified contractors to implement certain components of this project.

Similar to Phases 5 and 6, this phase will provide Core Program and Enhanced Program Evaluations, allowing flexibility to the participating utilities to offer both types at the their discretion. These include the following elements:

- Core Program (all audits) - homeowner rain sensor and irrigation controller education, rain sensor test and replacement when broken, irrigation controller time adjustments, irrigation system zone by zone evaluation of efficiencies, a catch-can test of one irrigation zone, irrigation controller battery replacement, and an audit report to homeowner; and
- Enhanced Program (added services if specified by the local utility) - catch-can audits of entire irrigation system, sprinkler head repair or replacement (for broken or mixed heads), capping unnecessary heads, replacement of rain sensors or weather stations with a WaterSense approved product associated with the existing WaterSense irrigation controller, replacement of obsolete-outdated controllers with WaterSense approved controllers, adjustment of irrigation controller based on the catch can test, raising of a low irrigation head and straightening of a crooked irrigation head.

The total project budget is \$102,000, with 50% (\$51,000) provided by the SWFWMD and the matching 50% being the WRWSA's responsibility. The Authority's matching funds are split 50/50 with participating utilities based upon the number and type of irrigation evaluations conducted in each utility. Local participants include Citrus County, Hernando County and Marion County utilities; the North Sumter County Utility Dependent District; and the Village Center Community Development District. The amount of the project budget that is to be implemented by the selected contractor or contractors is a total amount not to exceed of \$102,000.00. This includes conducting irrigation system evaluations (core and enhanced) and follow-ups.

Staff will return to the Board with a recommended short list of responsive contractors at the September 2022 meeting. The RFQ and all subsequent contracts will be dependent upon funding from all participating parties. The draft RFQ Information Packet is included as an exhibit in the Board's meeting materials.

See Exhibit

**Staff Recommendation:**

Board approval of the issuance of the Phase 6 Irrigation Evaluation Program Request for Quotes, as contained in the Exhibit.

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**

**REQUEST FOR QUOTES  
INFORMATION PACKET FOR  
Irrigation Evaluation Program Phase 7 (Q306)  
December 1, 2022 – September 30, 2025**

The Withlacoochee Regional Water Supply Authority (Authority) requests quotes from responsive and responsible bidders for a WRWSA Irrigation Evaluation Program, Phase 7 — Irrigation System Evaluators. The selected respondent, hereinafter same as successful bidder or Contractor, will deliver the required goods/services and render the required goods/services to **3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461**. The terms respondent, successful bidder and Contractor will be used interchangeably throughout this RFQ. An information packet containing details of the project and the RFQ submittal requirements is available at [www.wrwsa.org](http://www.wrwsa.org).

**Withlacoochee Regional Water Supply Authority will receive responses no later than 2:00 p.m., August 19, 2022.** Firms desiring to provide these professional services to the Authority must submit five (5) paper copies, and five (5) electronic PDF copies of their RFQ in accordance with the requirements contained in the information packet. You may mail or deliver your responses to:

C. LuAnne Stout, WRWSA Administrative Assistant,  
3600 W. Sovereign Path, Suite 228,  
Lecanto, FL 34461.

Having a service office in the State of Florida is a prerequisite for submitting a quote. Each bidder must provide both the physical address (not just a P.O. Box Number) and the telephone number of their office or a service office located in Florida with their quote response. At the time of submitting a quote response, the Authority requires that the bidder be registered to do business in the State of Florida in accordance with Section 607.0505 Florida Statutes.

**Award for this Quote cannot exceed:  
One hundred two thousand dollars  
(\$102,000.00)**

All technical questions relating to this quote should be submitted via email to: C. LuAnne Stout at [lstout@wrwsa.org](mailto:lstout@wrwsa.org) or fax to (352) 527-5797.

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**PART I – GENERAL CONDITIONS**

- 1.1 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFQ will be sent to the Authority at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and to the bidder at the address stated on the Quote Response Form.
- 1.2 **CONTRACT/AWARD PERIOD.** The contract/award period will be up to thirty-four (34) months. It is renewable at the Authority's option for two (2), twelve (12) month periods, beginning on the date of the intent to award or finalization of the written agreement (whichever is utilized) and will remain in full force and effect for as long as the Authority has a need for the awarded goods or services, and providing there is an availability of sufficient approved funding to pay for the awarded goods or services.
- 1.3 **QUESTIONS.** The Authority will accept **written** questions in the form of e-mail, fax or by mail relating to this RFQ only during the following period: July 21, 2022 to August 1, 2022.
- 1.4 **DELAYS, CHANGES AND ADDENDA.** The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will be opened **August 19, 2022 at 2:00 p.m.**, in the Authority offices at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), all quotes submitted will be subject to review as public records thirty (30) days from quote opening or at the time the Authority provides notice of its intended decision if such decision is reached prior to the expiration of the thirty day period.
- 1.6 **CANCELLATION.** The Authority reserves the right to cancel the RFQ prior to bid opening and will give notice of cancellation to all persons/firms recorded as having received the original RFQ. Additionally, the Authority reserves the right to reject all quotes, cancel the RFQ, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be sent to all bidders and/or all persons/firms recorded as having received the original RFQ. No bidders will have any rights against the Authority arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the Authority. Thus, the Authority may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.7 **QUOTE WITHDRAWAL.** Quotes may only be withdrawn prior to the date and time set forth in item 1.5 above if the Authority receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.8 **QUOTE SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Quote Response Form where indicated. All quotes must be typed or printed and signed in non-erasable ink in the spaces provided on the Quote Response Form. All corrections made to the quote by the bidder must be initialed.
- 1.9 **REJECTION OF QUOTE.** The Authority reserves the right to reject any and all quotes or waive

any minor irregularity or technicality in quotes received. Quotes which are incomplete, unbalanced, conditional, obscure, or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFQ, may be rejected at the option of the Authority. Obvious errors in the quote may be grounds for rejection of the quote.

- 1.10 **REFERENCES.** The bidder must provide at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar size and scope, as may be more specifically described in Attachment 2.
- 1.11 **FURNISHING SERVICES.** Contract services are to be furnished on an "as-needed, when-needed basis" during the life of the contract and there is NO guaranteed quantity expressed or implied to be utilized.
- 1.12 **TRANSPORTATION AND TRAVEL.** All transportation and travel expenses are to be included in the Contractors hourly rate, as referenced on the Quote Response Form (Attachment 1).
- 1.13 **SUBCONTRACTORS.** (NO SUBCONTRACTING) The Contractor will not subcontract with any entity to perform any of the Contractor's obligations or services under this Agreement.
- 1.14 **MATERIALS, APPLIANCES, EMPLOYEES.** Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- 1.15 **PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the project work. Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the Authority. The Contractor will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.  
  
1.15.1 At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.
- 1.16 **GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from and after the date of acceptance thereof by the Authority. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the Authority by the Contractor or by the Surety.
- 1.17 **TAXES.** The Authority is exempt from federal excise tax (exemption number 59-1961659) and state sales tax (exemption number 85-8012584919C-2). Costs on the Quote Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.



- 1.18 **OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.** All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under the Agreement with Authority funds or developed in connection with the Agreement will be and will remain the property of the Authority.
- 1.19 **INDEMNIFICATION.** The Contractor agrees to defend, indemnify and hold harmless the Authority, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement.
- 1.20 **TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (10<sup>th</sup>) day as counted from the date of the written notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Schedule of Values, and are allowed under the Agreement.
- 1.21 **INSURANCE.** The Agreement resulting from this RFQ will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under the contract(s) until the Authority has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.
- 1.21.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage's:
- Per Occurrence . . . . . \$1,000,000
- 1.21.1.1 The Contractor must purchase and maintain risk, all risk, insurance based on the completed value of the project. The policy must include all materials intended for installation including those purchased by the Authority.
- 1.21.1.2 The Authority and its employees, agents, and officers will be named as additional insureds on the general liability and builders risk policies to the extent of the Authority's interests arising from the Agreement.
- 1.21.2 Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverages:

Bodily Injury per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
Or	
Combined Single Limit	\$ 500,000

- 1.21.3 Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable. If Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
- 1.21.4 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the Authority of any change or cancellation of any of the required insurance coverage.
- 1.22 **RESPONSIVE/RESPONSIBLE.** The Authority shall evaluate eligible responsive responses. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The Authority reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

## **PART II – SCOPE AND SPECIFICATIONS**

- 2.1 **INTENT.** The Authority is interested in entering into an agreement with a qualified contractor (or contractors) to implement portions of an outdoor water conservation irrigation evaluation project referred to as the **Withlacoochee Regional Water Supply Authority Enhanced Irrigation Evaluation Program**. The Contractor will provide residential participants with an in-ground irrigation system evaluation to determine efficiency and site-specific recommendations for appropriate modifications to enhance efficiency and maximize water savings. The Contractor will also implement certain recommendations for those participants that are selected for the "Enhanced" aspects of the program. This program is anticipated to be conducted in partnership with the Southwest Florida Water Management District (District) through their Cooperative Funding Initiative Program. An Agreement between the District and the Authority is anticipated in early fiscal year 2022-23; if such an Agreement is not reached, this project may be cancelled.
- 2.2 **BACKGROUND.** This program is intended to be a multi-faceted educational, outreach and implementation program for single family residential water customers of Citrus, Hernando and Marion county utilities, the North Sumter County Utility Dependent District and the Village Center Community Development District. The irrigation evaluation component of the program is anticipated to be completed between December 1, 2022 and March 31, 2024. The follow-up evaluation portion of the program will begin December 1, 2023 and be completed by May 31, 2024. The Authority reserves the right to modify these time schedules and may

accelerate the time schedule if more than one contractor is selected.

- 2.3 **PROJECT DESCRIPTION.** The project is designed for single family residential customers of potable water utilities to become knowledgeable about how their individual irrigation systems can be modified to maximize water savings through efficiency. Similar to the past three phases of the program, this phase will provide a base level of services (Core Program) to all participants. In addition to the Core Program, conservation coordinators from the participating utilities can request further site specific options (Enhanced Program) to homeowners. The Core Program (all audits) include homeowner rain sensor and irrigation controller education, rain sensor test and repair or replacement when non-functioning, a catch-can audit of one zone, irrigation controller time adjustments, irrigation system zone-by-zone evaluation of efficiencies, irrigation controller battery replacement, and an audit report to the homeowner and the Authority. The Enhanced Program (added services if warranted by community needs) can include catch-can audits, sprinkler head replacement (for broken or mixed heads), capping unnecessary heads, replacement of rain sensors or weather stations with a WaterSense approved product associated with the existing WaterSense irrigation controller (for example Solar Sync with Hunter controllers), replacement of obsolete-outdated controllers with WaterSense approved controllers, adjustment of an irrigation controller based on the catch can test, replacement of an incorrect nozzle in a rotor or fixed spray, raising of a low irrigation head and straightening of a crooked irrigation head. The project will include the verification through inspection of the proper installation of efficiency devices by way of follow-up site visits for a sample of approximately 25 percent of the Core participants. The Contractor will evaluate residential irrigation systems according to established criteria and standards for the Program.

The Irrigation Evaluation Program is designed to create water savings by:

- a. Identifying inefficiencies and recommending modifications by performing irrigation system evaluations.
  - b. Disseminating educational information to customers and providing site-specific recommendations to improve water efficiency in the landscape.
  - c. Providing rain sensor devices to program participants that do not currently have an operating or existing device.
  - d. Implementing selected irrigation system efficiency recommendations for those customers that are selected to participate in the Enhanced Program.
  - e. Follow up evaluations for an approximate 25 percent of Core participants to measure implementation of efficiency recommendations.
- 2.4 **PROJECT OBJECTIVES.** The Irrigation Evaluation Program proposes the following project objectives to reduce outdoor water use of participants:
- a. Increase utility customer's awareness of water resource issues.
  - b. Educate water customers on conservation methods associated with modifying irrigation systems and/or practices.
  - c. Identify water and dollar savings through efficient irrigation practices.
  - d. Promote efficient use of potable water in landscape maintenance.
  - e. Implement selected irrigation efficiency recommendations for those customers that are selected for the Enhanced Program.
  - f. Compare total water usage at each location for one year prior to the evaluation to one

year post-evaluation water usage.

- g. Evaluate implementation of recommendations following the irrigation system evaluation for a sample of participants.

2.5 **CONTRACTOR DUTIES.** At a minimum, the Contractor shall:

- a. Perform an irrigation evaluation for single-family homes located within the Withlacoochee Regional Water Supply Authority boundaries using potable water for irrigation. Customers that use wells for irrigation cannot participate in the program.
- b. Provide customers with recommended modifications for improving the efficiency of their irrigation systems.
- c. Provide and install, or modify, rain sensor devices to program participants that currently do not have an operational or existing device.
- d. Implement selected irrigation efficiency recommendations for those customers that are selected for the Enhanced Program.
- e. Provide a follow-up meeting with approximately 25 percent of the Core participants to review the level of implementation related to the irrigation evaluation recommendations. Contractor may bill Authority for a follow-up visit per the Authority's "Project Budget" (found in the WRWSA Agreement with the Contractor in Exhibit 1) if a participant's irrigation system is found to be broken, inoperable or otherwise non-functional upon first visit.

2.6 **CONTRACTOR QUALIFICATIONS AND REQUIREMENTS.** Contractor shall meet the following requirements and qualifications:

- a. Have a minimum of five (5) years of experience in the irrigation industry as a designer and installer of irrigation systems.
- b. Hold a Florida Irrigation Society (FIS) level Landscape Irrigation Auditors certification. Substitute certifications include the EPA WaterSense Partnership or Irrigation Association Landscape Irrigation Auditors certification.
- c. Have a minimum of two (2) years supervisory experience and management on similar projects.
- d. Provide to the Authority a current list of employees participating in irrigation evaluation programs.
- e. Provide office space and a computer with Microsoft Word, Excel for at least 1 staff person.
- f. Have all applicable licenses and permits to perform the scope of services. Copies must be provided with the bid submission.
- g. Have company identification visible at all times including, but not limited to, an identification badge, while performing work for the Authority, and company identification displayed on vehicles(s).
- h. Commence work within thirty (30) days from the date of award of the Contract.

2.7 **CONTRACTOR RESPONSIBILITIES.** Contractor's performance of the irrigation evaluation program shall include the following:

- a. Receive applications from potential participants.
- b. Schedule participant appointments for irrigation evaluations during normal working

hours, i.e., 8:00 a.m. – 5:00 p.m.

- c. Contact the Authority's Project Manager with names of appointments, dates, times, and locations prior to evaluations.
- d. Visit sites and inspect irrigation systems according to standards developed by the Florida Irrigation Society or Irrigation Association.
- e. Perform an irrigation system evaluation, which shall address, but not be limited to, each of the following:
  1. Core Program
    - a. Broken water lines
    - b. Leaking or damaged sprinkler heads
    - c. Matched precipitation rates
    - d. Proper head spacing
    - e. Operating pressure of each zone
    - f. Shrub or turf interference
    - g. Proper adjustment of all sprinklers to avoid watering non-porous surfaces
    - h. Mix of rotor and spray heads in each zone
    - i. Watering turf separate from plant beds
    - j. Irrigation time of each zone
    - k. Irrigation frequency of each zone
    - l. Presence of back-flow prevention device(s)
    - m. Dimension of turf area in square feet
    - n. Distribute the outdoor water conservation information packets (provided by the Authority) to the program participants
    - o. Catch-can test of one irrigation zone.
  2. Enhanced Program (only as approved by the participating utility)
    - a. Catch-can audits or entire irrigation system by zone
    - b. Sprinkler head replacement (for broken or mixed heads)
    - c. Capping unnecessary heads
    - d. Replacement of rain sensors or weather stations with a WaterSense approved product associated with the existing WaterSense irrigation controller (for example Solar Sync with Hunter controllers)
    - e. Replacement of obsolete-outdated controllers with WaterSense approved controllers
    - f. Adjustment of irrigation controller based on the catch can test
    - g. Raising of a low irrigation head
    - h. Straightening of a crooked irrigation head
- f. Prepare an evaluation report and distribute to program participant and to the Authority's Project Manager within 14 days of completing the evaluation. Evaluation report(s) should be sent to the program participant via US mail; the evaluation report to the Authority should be sent via electronic format. (The evaluation report format is included as Exhibit 2.B.)
  - i. Exhibit 2.A: Sample Participant Letter
  - ii. Exhibit 2.B: Irrigation Evaluation Report
- g. Provide invoices for completed irrigation evaluations and follow-ups to the Authority

monthly. **Note:** Payment of invoices will be made only for the addresses for which the Authority has a completed Irrigation Evaluation Report.

**2.8. IRRIGATION REPORTS.** Based on the information gathered during the site visit, irrigation reports shall be provided in the format included in Exhibit 2.B. and shall include, but not be limited to, the following items:

- a. Recommendations to improve the efficiency of the irrigation system;
- b. Recommended run time and irrigation frequency for each zone to prevent over-watering;
- c. The amount of water the system currently utilizes (listed in gallons per cycle); and
- d. For Enhanced Program participants, a summary of improvements implemented.

**2.9. QUALITY OF WORK.** The exact amount of evaluations to be performed is estimated and actual evaluations will be dependent upon several factors, including the number of water customers who volunteer to participate, project funding, and the selected Contractor's (or Contractors') costs. Accordingly, the Authority cannot guarantee a minimum quantity of work.

- a. The Irrigation Contractor(s) must submit a separate price for each of the following items:
  1. On-site Irrigation System Evaluation
    - i. Core Program
    - ii. Enhanced Program, by program component;
  2. Rain sensor installation or repair (wireless rain sensor devices will not be eligible in the Core Program); and
  3. Follow-up Evaluation/implementation meeting with participants (approximately 25% of Core participants).

**2.10. AUTHORITY REQUIREMENTS.** The Authority shall provide the Contractor with:

- a. Water conservation educational packets;
- b. Program participant names, addresses and telephone numbers; and
- c. Sample copy of irrigation evaluation form in hard copy and electronic format.

### **PART III - QUOTE RESPONSE**

**3.1. BASIS FOR AWARD OF QUOTE.** The Authority will award the contract to the lowest responsive, responsible bidder. The Authority does not bind itself to accept the minimum specifications stated in the RFQ but reserves the right to accept any quote that, in the judgment of the Authority, will best serve the needs and the interest of the Authority. The Authority reserves the right to delete line items as required to meet budget limitations. Responsive quotes must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the quote as non-responsive.

**3.1.1 SATISFACTORY REFERENCES.** Quote references must be provided as required by Section 1.10.

**3.1.2 ACKNOWLEDGMENT OF ADDENDA.** A written acknowledgment of receipt of all written addenda to the RFQ will be submitted with the completed quote form. An Acknowledgment of Addenda form is provided as Attachment 3.

**3.1.3 COMPLETION OF ALL QUOTE DOCUMENTS.** All quote documents and forms included in this section must be completely and accurately filled out and submitted with the quote response. Failure to do so could result in rejection of the quote as non-responsive. The bidder must provide costs for all quote items.

***Attachments: Forms required with quote submission:***

- Attachment 1 – Quote Response Form
- Attachment 2 – Mandatory Reference Information Form
- Attachment 3 – Acknowledgment of Addenda Form

***Exhibits:***

- Exhibit 1 – Sample Agreement between WRWSA and Contractor
- Exhibit 2A – Sample Participant Letter
- Exhibit 2B – Sample Irrigation Evaluation Report Form

**ATTACHMENT 1**  
**QUOTE RESPONSE FORM**  
**FOR WRWSA IRRIGATION EVALUATION PROGRAM (Q306) – QUOTE NUMBER RFQ 22-02**

The undersigned bidder has carefully read this Request for Quote (RFQ) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. Bidder certifies that this quote is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a quote for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this RFQ and certifies that the person(s) signing this quote is (are) authorized to bind the bidder. Bidder agrees that if Bidder is awarded this RFQ, Bidder will provide the materials or services as stipulated in the specification of this RFQ 22-02. Bidder further agrees to furnish and to deliver as indicated, with all transportation charges prepaid, and for the prices quoted thereon as follows: **3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461.**

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**Administering Irrigation Evaluation Program, per specifications**

Cost per Core Irrigation Evaluation and Report for properties with 8 zones or less, including:

Homeowner rain sensor and irrigation controller education	
Rain sensor test	
Catch-can audit of one zone	
Irrigation controller time adjustments	
Irrigation system zone-by-zone evaluation of efficiencies	
Irrigation controller battery replacement	
Audit report to the homeowner and the Authority	\$ _____
Added price for replacement of standard rain sensor when non-functioning, labor only. Part expense to be reimbursed at cost	\$ _____
Added price per rain sensor repair consisting of replacement of hydrostatic disks	\$ _____
Added price for each zone over 8, up to a maximum of 12 zones at a residence	\$ _____

Cost per Enhanced Evaluation Component

Catch-can audit of all zones	\$ _____
Sprinkler head replacement per head, labor only. Part expense to be reimbursed at cost	\$ _____
Capping unnecessary heads, price per head, labor only. Part expense to be reimbursed at cost	\$ _____
Replacement of rain sensors or weather stations on existing Water Sense labeled irrigation controller with product consistent with certification specifications, labor only. Part expense to be reimbursed at cost	\$ _____
Replacement of controller with WaterSense labeled controller, labor only. Product expense to be reimbursed at cost	\$ _____
Adjustment of irrigation controller based on the catch can test	\$ _____
Cost per new rain sensor installation, labor only. Part expense to be reimbursed at cost	\$ _____
Cost per follow-Up	\$ _____

(The quoted cost for each item should include all services detailed in the specification, with no additional charges including travel.)



**ATTACHMENT 1**  
**QUOTE RESPONSE FORM**  
**FOR WRWSA IRRIGATION EVALUATION PROGRAM (Q306) – QUOTE NUMBER RFQ 22-02**

---

Firm Name \_\_\_\_\_

Type Organization:      ☐ Individual      ☐ Small Business      ☐ Non-Profit  
                                 ☐ Partnership      ☐ Corporation      ☐ Joint Venture

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:  
☐ Yes              ☐ No              License# \_\_\_\_\_

Irrigation Auditors Certification # (from Secretary of State): \_\_\_\_\_

State of Florida Fictitious Name Reg. # (from Secretary of State): \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Federal I.D.#: \_\_\_\_\_ Invoice Terms: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT 2**  
**MANDATORY REFERENCE INFORMATION FORM**  
(Must be Returned with Quote Response)

**List a minimum of 3 business references of similar scope of work:** References must be from firms representing your services of at least the same size and scope that we are requesting. Please insure all phone number and contacts are correct as to the performance of your company.

1. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Service Performed: \_\_\_\_\_  
\_\_\_\_\_

2. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Service Performed: \_\_\_\_\_  
\_\_\_\_\_

3. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Service Performed: \_\_\_\_\_  
\_\_\_\_\_

4. Business Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Service Performed: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 3**  
**ACKNOWLEDGMENT OF ADDENDA FORM**  
(Must be Returned with Quote Response)

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Signature \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Exhibit 1**

**AGREEMENT BETWEEN THE  
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
AND**

**FOR THE  
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
REGIONAL IRRIGATION EVALUATION PROGRAM (Q306)**

The Agreement is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.713, *Florida Statutes*, hereinafter referred to as the “Authority” whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461, and \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, the Authority desires to engage the Contractor to perform the scope of work (Exhibit A), hereinafter referred to as the “Project”; and

Whereas, the Contractor represents that it possesses the requisite skills, knowledge, expertise and resources, and agrees to provide the desired services to the Authority; and

Whereas, the Authority and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the Authority to the Contractor for services rendered.

NOW, THEREFORE, the Authority and the Contractor, in consideration of the mutual terms, covenants and agreements hereinafter contained, the parties hereto agree as follows:

**Section 1. Independent Contractor.**

Neither the Authority nor any of its contractual staff shall have any control over the conduct of Contractor or any of Contractor’s employees, except as herein set forth, and Contractor expressly warrants not to represent at any time or in any manner that Contractor or Contractor’s agents, servants or employees are in any manner agents, servants or employees of the Authority. It is understood and agreed that Contractor is, and shall at all times remain as to the Authority, a wholly independent contractor and that Contractor’s obligations to the Authority are solely as prescribed by the Agreement.

**Section 2. Project Manager and Notices.**

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party’s prime contact person. Notices and reports will be sent to the attention of each party’s Project Manager by U.S. mail, postage paid or by nationally recognized overnight courier, to the addresses set forth in the introductory paragraph of this Agreement; or, electronically to the parties’ email addresses as set forth below:

- a. Project Manager for the Authority: Suzannah J. Folsom  
Address: Withlacoochee Regional Water Supply Authority  
3600 W. Sovereign Path, Suite 228  
Lecanto, Florida 34461  
sfolsom@wrwsa.org
- b. Project Manager for the Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Any changes to the above representatives or addresses must be provided to the other party in writing.

**Section 3. Scope of Work.**

Upon receipt of written notice to proceed from the Authority, the Contractor agrees to perform the services necessary to complete the Project in accordance with the Project Plan set forth in Exhibit “A” of Agreement No. \_\_\_\_\_ [to be provided upon execution], the Agreement between the SWFWMD and WRWSA (Program Q306). Any changes to the Project Plan and associated costs must be mutually agreed to in a formal written amendment approved by the Authority and the Contractor prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

**Section 4. Compensation**

Compensation for individual Work Orders performed by the Contractor shall be payable as follows:

- A. For satisfactory completion of the Project, the Authority agrees to pay the Contractor an amount not to exceed \$102,000.00. Payment will be made to the Contractor in accordance with the Project Budget contained in Exhibit “A” and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a properly documented invoice. Invoices will be submitted monthly by the Contractor to the Authority electronically at [lstout@wrwsa.org](mailto:lstout@wrwsa.org). or to the following address:

LuAnne Stout, Administrative Assistant  
WRWSA  
3600 W. Sovereign Path, Suite 228  
Lecanto, FL 34461

- B. All invoices must include the following information:
  - (1) Contractor’s name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement);
  - (2) Contractor’s invoice number and date of invoice;
  - (3) Dates of service;
  - (4) Contractor’s Project Manager;
  - (5) Authority’s Project Manager; and

- (6) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion including address and utility of audit. An invoice that does not conform with this paragraph will not be considered a proper invoice.
- C. Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- “I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Withlacoochee Regional Water Supply Authority Regional Irrigation Evaluation Program agreement between the Withlacoochee Regional Water Supply Authority and \_\_\_\_\_, are allowable, allocable, properly documented, and are in accordance with the approved project budget.”
- D. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any contract with the Authority.
- E. The Authority’s performance and payment pursuant to this Agreement are contingent upon the Authority’s Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement, and subject to Southwest Florida Water Management District (SWFWMD) appropriating funds for this project.

**Section 5. Contract Period**

This Agreement will be effective upon execution by all parties and will remain in effect through September 30, 2025, unless terminated, pursuant to Section 11 or 12 below, or as amended in writing by the parties.

**Section 6. Project Records and Documents.**

The Contractor, upon request, will permit the Authority to examine or audit all Project related records and documents during or following completion of the Project. The Contractor will maintain all such records and documents for at least three (3) years following completion of the Project. Each party will allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S.

**Section 7. Ownership of Documents and Other Materials.**

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with Authority funds or developed in connection with this Agreement will be and will remain the property of the Authority.

**Section 8. Reports**

The Contractor will provide the Authority with any and all reports, models, studies, maps or other documents resulting from the Project. One (1) electronic set of any report must be submitted to the Authority as the Record copy.

**Section 9. Indemnification.**

The Contractor shall indemnify and hold harmless the Authority, and its directors, officers and contractual staff from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 10 herein.

**Section 10. Insurance Requirement.**

A. The Contractor shall purchase and maintain, during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
  - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
  - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
  - c. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
2. Commercial or Comprehensive General Liability. Coverage must include:
  - a. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 per occurrence
  - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
  - c. Additional Insured. Authority is to be specifically included as an additional insured to the extent of the Authority's interests arising from this Agreement.
  - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. Bodily Injury Liability per Person                      \$100,000  
Bodily Injury Liability per Occurrence                \$300,000  
Property Damage Liability                                \$100,000  
   Or  
Combined Single Limit                                        \$500,000
  - b. Vehicle liability insurance shall include owned Vehicle, hired and Non-Owned Vehicles.
  - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
- B. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.
- C. All the policies of insurance so required of Contractor, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- D. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- E. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.
- F. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- G. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.



- H. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- I. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- J. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Contractor, unless such party is a licensed professional. The preceding sentence does not preclude Contractor for requiring such insurance. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party.

#### **Section 11. Termination without Cause**

This Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (10<sup>th</sup>) day as counted from the date of the written notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work in Exhibit "A," are documented in the Budget, and are allowed under this Agreement.

In the event the Agreement should be terminated by the Authority or Contractor, or the term of the Agreement expires, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:

1. Section 4(B.6) and Section 6, regarding Audits;
2. Section 6, regarding Project Documents and Data;
3. Section 10, regarding Professional Liability Insurance; and
4. Section 9, regarding Indemnification.

#### **Section 12. Default.**

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. The parties agree that this Agreement is an executor contract. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to

pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. If after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

**Section 13. Release of Information.**

The Contractor agrees not to initiate any oral or written media interviews or issue press releases on or about the Project without providing advance notice or copies to the Authority's Project Manager.

**Section 14. Assignment.**

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority. If the Contractor assigns its rights or delegates its obligations under this Agreement without the Authority's prior written consent, the Authority is entitled to terminate this Agreement. If the Authority terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the Authority's claim for damages.

**Section 15. Law Compliance.**

The Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

**Section 16. Venue and Applicable Law.**

All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie in the County of Citrus.

**Section 17. Remedies.**

Unless specifically waived by the Authority, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorneys' fees and costs and attorneys' fee and costs on appeal, due to said breach will be borne by the Contractor. Additionally, the Authority will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The Authority's waiver of any of the Contractor's obligations will not be construed as the Authority's waiver of any other obligations of the Contractor.

**Section 18. Attorney Fees.**

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court

settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, F.S.

**Section 19. Subcontractors**

The Contractor may not subcontract with any entity to perform any of the Contractor's obligations or services under this Agreement.

**Section 20. Disadvantaged Business Enterprises.**

The Authority expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the Authority under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Agreement, to the extent the Contractor maintains such information.

**Section 21. Third Party Beneficiaries.**

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

**Section 22. Public Entity Crimes.**

Pursuant to Subsections 287.133(2) and (3), F.S., 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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 Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

**Section 23. Discrimination.**

Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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. By signing this Agreement, Contractor warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. Contractor further agrees to notify the Authority if placement on this list occurs.

**Section 24. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352)527-5795, SFOLSOM@WRWSA.ORG, LECANTO GOVERNMENT BUILDING, 3600 W. SOVEREIGN PATH, SUITE 228, LECANTO FL 34461**

The Contractor must comply with Florida's public records laws, including but not limited to the following:

1. Keep and maintain public records required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**Section 25. Dispute Resolution**

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

**Section 26. Controlling Law**

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Citrus County, Florida.
- B. In the event of any litigation arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including witness fees, court costs and attorneys' fees.

**Section 27. Extent of Agreement**

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral.

- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

**Section 28. Agreement Documents**

The documents, which comprise the Agreement between the Authority and Contractor, consist of the Agreement and the following documents, which are attached hereto and incorporated by reference:

- A. Project Budget, attached hereto as Exhibit “A”;
- B. Contractor’s Statement of Qualifications, attached hereto as Exhibit “B”;
- C. Certificate of Insurance, attached hereto as Exhibit “C”;
- D. Any written amendments, modifications, work orders or addenda to the Agreement; and
- E. General Conditions contained with the Request for Quotes.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

**WITHLACOOCHEE REGIONAL  
WATER SUPPLY AUTHORITY**

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

Suzannah Folsom, PE, PMP                      Date  
Executive Director

WITNESSES: \_\_\_\_\_

Date

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

\_\_\_\_\_  
Name  
Company title

\_\_\_\_\_  
Title

PREPARED BY:

\_\_\_\_\_  
Robert Batsel, Jr.  
General Counsel for  
Withlacoochee Regional Water Supply Authority

EXHIBIT A  
PROJECT BUDGET

<p style="text-align: center;"><b>EXHIBIT "A"</b> <b>Agreement Between the WRWSA and</b></p> <hr/> <p style="text-align: center;"><b>PROJECT BUDGET <sup>(1)</sup></b></p>	
<b>Item</b>	<b>Cost</b>
Core evaluations (### evaluations @ \$xxx.xx each, inclusive of labor and program administration)	\$xxx.xx
Core evaluation rain sensors (### rain sensors @ \$xxx.xx each)	\$xxx.xx
Enhanced evaluations (### evaluations @ \$xxx.xx each, inclusive of labor and program administration)	\$xxx.xx
Catch-can audits	\$xxx.xx
Sprinkler head replacement	\$xxx.xx
Capping unnecessary heads	\$xxx.xx
Replacement of rain sensors or weather stations	\$xxx.xx
Replacement of controllers with WaterSense approved controllers	\$xxx.xx
Adjustment of irrigation controller based on the catch can test	\$xxx.xx
Follow-up evaluations (### follow-ups @ \$xxx.xx each, inclusive of labor and program administration)	\$xxx.xx
<b>Total Budget</b>	<b>\$xxx.xx</b>
<sup>(1)</sup> Based on RFQ 22-02 Quote Response Form	

**EXHIBIT B**  
Statement of Qualifications

**EXHIBIT C**  
**Certificate of Insurance**  
(to be attached to signature copy)



**EXHIBIT D**  
**Amendments, Modifications, Work Orders, or Addenda**  
**(as needed)**

**Exhibit E.**  
**Part I – General Conditions from the Q306 Request for Quotes**

**PART I – GENERAL CONDITIONS**

**(Any changes to quote document would cause this section to be changed)**

- 1.1 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFQ will be sent to the Authority at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and to the bidder at the address stated on the Quote Response Form.
- 1.2 **CONTRACT/AWARD PERIOD.** The contract/award period will be up to thirty-six (36) months. It is renewable at the Authority's option for two (2), twelve (12) month periods, beginning on the date of the intent to award or finalization of the written agreement (whichever is utilized) and will remain in full force and effect for as long as the Authority has a need for the awarded goods or services, and providing there is an availability of sufficient approved funding to pay for the awarded goods or services.
- 1.3 **QUESTIONS.** The Authority will accept **written** questions in the form of e-mail, fax or by mail relating to this RFQ only during the following period: July 21, 2022 to August 1, 2022.
- 1.4 **DELAYS, CHANGES AND ADDENDA.** The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will opened **August 19, 2022 at 2:00 p.m.**, in the Authority offices at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), all quotes submitted will be subject to review as public records ten (10) days from quote opening or at the time the Authority provides notice of its intended decision if such decision is reached prior to the expiration of the ten day period.
- 1.6 **CANCELLATION.** The Authority reserves the right to cancel the RFQ prior to bid opening and will give notice of cancellation to all persons/firms recorded as having received the original RFQ. Additionally, the Authority reserves the right to reject all quotes, cancel the RFQ, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be sent to all bidders and/or all persons/firms recorded as having received the original RFQ. No bidders will have any rights against the Authority arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the Authority. Thus, the Authority may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.7 **QUOTE WITHDRAWAL.** Quotes may only be withdrawn prior to the date and time set forth in item 1.5 above if the Authority receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.8 **QUOTE SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Quote Response Form where indicated. All quotes must be typed

or printed and signed in non-erasable ink in the spaces provided on the Quote Response Form. All corrections made to the quote by the bidder must be initialed.

- 1.9 **REJECTION OF QUOTE.** The Authority reserves the right to reject any and all quotes or waive any minor irregularity or technicality in quotes received. Quotes which are incomplete, unbalanced, conditional, obscure, or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFQ, may be rejected at the option of the Authority. Obvious errors in the quote may be grounds for rejection of the quote.
- 1.10 **REFERENCES.** The bidder must provide at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar size and scope, as may be more specifically described in Attachment 2.
- 1.11 **FURNISHING SERVICES.** Contract services are to be furnished on an "as-needed, when-needed basis" during the life of the contract and there is **NO** guaranteed quantity expressed or implied to be utilized.
- 1.12 **TRANSPORTATION AND TRAVEL.** All transportation and travel expenses are to be included in the Contractors hourly rate, as referenced on the Quote Response Form (Attachment 1).
- 1.13 **SUBCONTRACTORS.** (NO SUBCONTRACTING) The Contractor will not subcontract with any entity to perform any of the Contractor's obligations or services under this Agreement.
- 1.14 **MATERIALS, APPLIANCES, EMPLOYEES.** Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- 1.15 **PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the project work. Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the Authority. The Contractor will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
- 1.15.1 At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.
- 1.16 **GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from and after the date of acceptance thereof by the Authority. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the Authority by the Contractor or by the Surety.

- 1.17 **TAXES.** The Authority is exempt from federal excise tax (exemption number 59-1961659) and state sales tax (exemption number 85-8012584919C-2). Costs on the Quote Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 1.18 **OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.** All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under the Agreement with Authority funds or developed in connection with the Agreement will be and will remain the property of the Authority.
- 1.19 **INDEMNIFICATION.** The Contractor agrees to defend, indemnify and hold harmless the Authority, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement.
- 1.20 **TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (10<sup>th</sup>) day as counted from the date of the written notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Schedule of Values, and are allowed under the Agreement.
- 1.21 **INSURANCE.** The Agreement resulting from this RFQ will require the Contractor to maintain during the entire term of the Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida. The Contractor will not commence work under the contract(s) until the Authority has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.
- 1.21.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage's:
- Per Occurrence ..... \$1,000,000
- 1.21.1.1 The Contractor must purchase and maintain risk, all risk, insurance based on the completed value of the project. The policy must include all materials intended for installation including those purchased by the Authority.
- 1.21.1.2 The Authority and its employees, agents, and officers will be named as

additional insured's on the general liability and builders risk policies to the extent of the Authority's interests arising from the Agreement.

- 1.21.2 Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage's:

Bodily Injury per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
Or	
Combined Single Limit	\$ 500,000

- 1.21.3 Contractor must carry workers' compensation insurance in accordance with Chapter 440, F.S., and maritime law, if applicable. If Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.

- 1.21.4 Certificates of insurance must provide for mandatory thirty (30) days prior written notice to the Authority of any change or cancellation of any of the required insurance coverage.

- 1.22 **RESPONSIVE/RESPONSIBLE.** The Authority shall evaluate eligible responsive responses. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The Authority reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

**2.A. SAMPLE PARTICIPANT LETTER**

DATE

Name  
Address  
City, State, Zip Code

Subject: Withlacoochee Regional Water Supply Authority (WRWSA)  
Irrigation Evaluation Program

Dear Name:

Thank you for participating in the WRWSA Irrigation Evaluation Program. Our goal is to assist you in enhancing your landscape while conserving water. This program has been designed to evaluate the efficiency of your irrigation system and to provide you with guidance on irrigation system management. *(Irrigation Contractor/Company Name goes here)* conducted the irrigation system evaluation, with funding and technical assistance from the WRWSA, your water utility, and the Southwest Florida Water Management District.

Listed in this report are various recommendations, water use and water savings information that may help improve the efficiency of your irrigation system.

We hope the evaluation was helpful and that you will carefully consider making the recommended changes to help conserve water, protect our natural resources and save money. If you have any questions regarding this evaluation report, please contact *(Name of Contractor and contact information)* or LuAnne Stout, at 352-527-5795 or [lstout@wrwsa.org](mailto:lstout@wrwsa.org).

Sincerely,

Signed

Enclosures

**Exhibit 2.B.**

**Sample**

**Residential Landscape/Irrigation Evaluation Report**

**Note:** The following sample report format is derived from Phase 3 of the Irrigation Audit Program and modifications will be necessary to reflect changes incorporated into Phase 7, specifically tailoring the report to the Core and Enhanced aspects of the program.

**Phase 7 Residential Irrigation Audit Program**

Evaluator:

Date:

Resident Name:

Address:

E-mail:

**Report Overview:**

On Monday, July 18, 2016, a site inspection was conducted for the irrigation system at the above referenced residence. The irrigation system is connected to the potable (drinking) water supply. A visual inspection as well as a more in-depth review of the irrigation system was conducted. The findings are outlined below as well as recommendation for addressing the system issues and setting of watering durations.

<b>Turf Area</b>

# Residential Irrigation Evaluation Report

## Checklist:

Item	Location	Functioning?
Time Clock	Garage wall of the residence	Program A, Zones 1-8 Program Running Days:, Tuesday, Thursday & Saturday @ 1am Zones #1 thru #3, #7 & #8 running 40 minutes Zones #2 & #3 running 40 minutes Zone #4 running 30 minutes Zone #5 running 20 minutes Zone #6 running 55 minutes Program B, Zone 2 Program Running Days:, Mon., Wed., Fri. & Sat. @ 5:15am Zone #2 running 35 minutes Low Volume Zone (Hose bib battery valve) Program Running Days: Every 3 days #9 running 45 minutes
Rain Sensor	East Side	No, new wired sensor installed and functioning correctly
Backflow Preventer	Side yard	Yes

## Evaluation:

Area	Observation	Action	Addressed by Homeowner
<b>General</b>	Spray Heads & Rotor Heads have irregular head spacing	Recommend moving heads and adding heads as noted below to achieve head to head coverage and improve the spray pattern coverage	
	The overall turf maintenance can be reduced as large turf areas are difficult to maintain	Recommend reducing the turf areas by installing Florida Friendly Landscape materials that are suited for the site conditions	
	Zones are irrigating turf and landscape beds within the same zone	It is not recommended to irrigate turf and landscape beds within the same zone as each have different water requirements. Recommend separating the landscape beds and turf/lawn areas into separate zones	
	Spray Heads in the landscape beds are being blocked by plant material	Recommend making adjustments as noted below to improve the irrigation coverage	



*Residential Irrigation Evaluation Report*

Area	Observation	Action	Addressed by Homeowner
	Several heads are of a different manufacture than other heads on the zones	It is not recommended to use different manufacturer's equipment within a zone as the spray nozzle precipitation rates vary between the different manufactures and can create uneven coverage. Recommend installing all of the same equipment fitted with matched precipitation rate nozzles on each zone.	
<b>Zone #1 Rotor Zone Side Yard Turf Area (See attached site plan)</b>	Water can be conserved as Rotor Head R1 is leaking	Recommend replacing the head with a similar large turf Rotor Head similar to other heads on the zone fitted with a matched precipitation rate spray nozzle	
	Water can be conserved as Rotor Head R4 is over spraying onto the street	Recommend adjusting the spray pattern to reduce overspray and to conserve water	
	Zone is operating at approximately 9 Gallons Per Minute (GPM)	No action	
<b>Zone #2 Rotor Zone Side Yard Turf Area (See attached site plan)</b>	Water can be conserved as Rotor Heads R5 thru R7 are irrigating a narrow turf area and over spraying mature plantings	Recommend replacing the heads with fixed Spray Heads fitted with strip spray nozzles to reduce overspray and to conserve water	
	Spray pattern coverage for the turf areas can be improved as Rotor Head R6 is set too low and blocked by the surrounding turf areas	Recommend raising the head and also recommend trimming the turf around the head to conserve water	
	Zone is operating at 10 GPM	No Action	

*Residential Irrigation Evaluation Report*

<b>Area</b>	<b>Observation</b>	<b>Action</b>	<b>Addressed by Homeowner</b>
<b>Zone #3 Rotor Zone Front Yard Turf Area &amp; Landscape Beds (See attached site plan)</b>	Spray pattern coverage can be improved as rotating Spray Head #1 is located in a planting bed	Recommend moving the head to the turf area for better coverage	
	Water can be conserved as Rotor Head R8 is over spraying onto the street	Recommend adjusting the spray pattern to reduce overspray and to conserve water	
	Zone is operating at approximately 11 GPM	No action	
<b>Zone #4 Spray Zone Side Yard Turf Area (See attached site plan)</b>	Spray pattern coverage can be improved as Spray Head #2 does not have head to head spray pattern coverage for the turf areas	Recommend adding a similar fixed Spray Head at the street fitted with a matched precipitation rate spray nozzle to improve the spray pattern coverage for the turf areas	
	Water can be conserved as Spray Head #8 is over spraying onto the air conditioning unit	Recommend adjusting the spray pattern to reduce overspray, conserve water and prevent water damage to the air conditioning unit	
	Water can be conserved as Spray Head #9 is over spraying onto the residence	Recommend adjusting the spray pattern to reduce overspray, conserve water and prevent water damage to the residence	
	Spray pattern coverage can be improved as Spray Head #10 is set too low and blocked by the surrounding turf	Recommend raising the head or replacing the 4" tall Spray Head with a 6" tall Spray Head to improve the spray pattern coverage for the turf area	
	Zone is operating at 6 GPM	No action	

Area	Observation	Action	Addressed by Homeowner
<b>Zone #5 Spray Zone Front/Side Yard Planting Beds &amp; Turf Areas (See attached site plan)</b>	Spray pattern coverage can be improved for the turf areas as Spray Heads #17, #18 & #19 are blocked by the plantings	Recommend moving the heads to the turf area to improve the spray pattern coverage for the turf	
	Water can be conserved as Spray Heads #11 thru #15 are irrigating mature plantings	Recommend replacing the heads with low volume dripline or micro-irrigation on a separate low volume zone to conserve water	
	Water can be conserved as Spray Head #16 is irrigating an area covered by low volume dripline	Recommend capping the head to conserve water	
	Zone is operating at 12 GPM	No action	
Add additional information for additional zones as appropriate			

A catch can test was performed on Zones #4 & #7 to determine the system spray uniformity and also determine appropriate run times for the scheduled waterings in order to achieve a 1/2" to 3/4" application rate.

Zone #4 is running at 6 gallons per minute and according to the catch can test, is operating at 45% spray uniformity for the Zone (above 70% is considered to be good). This zone is applying 1.38" of water per hour. The lawn has areas of distress. If the recommendations above are made to the system with the application rate increased to 1.40" per hour and the spray uniformity improved to 70%, it is recommended that the zone runtime be set at 30 minutes once per week to achieve a 1/2" application rate. Also, based on the existing soil profile (sandy clay) and root depth it is recommended that the runtime be completed in one application.

Zone #7 is running at 8 gallons per minute and according to the catch can test, is operating at 52% spray uniformity for the Zone (above 70% is considered to be good). This zone is applying .68" of water per hour. The lawn has areas of distress. If the recommendations above are made to the system with the application rate increased to .70" per hour and the spray uniformity improved to 70%, it is recommended that the zone runtime be set at 60 minutes once per week to achieve a 1/2" application

rate. Also, based on the existing soil profile (sandy clay) and root depth it is recommended that the runtime be completed in one application.

### **Irrigation Schedules:**

The Watering schedule below (Left Side) reflects the information recorded from the irrigation controller at the time of the inspection by the irrigation evaluator called (Pre-inspection zone runtimes and water usage). The water schedule below (Right Side) reflects recommended changes to the watering times and frequency based on the evaluation inspection called (Post-inspection zone runtimes and water usage). These modifications can create significant water savings in many cases.

The suggested runtimes reflect the fact that Spray Heads deliver more water than rotor sprinklers during a given time period and that turf grasses typically require more frequent irrigation than most plants and shrubs. Following the Post Inspection suggested runtimes will allow for deeper development of turf grass roots, greater soil moisture retention and help promote a more drought resistant turf. Overwatering allows water to travel beyond the root zone, while under-watering may cause shallow roots that will dry out quickly.

<b>Plant type</b>	<b>Pre-inspection zone runtimes and water usage</b>	<b>Plant type</b>	<b>Post-inspection suggested Runtimes and water usage</b>
	Program A (3 application times per week)		Program A (1 application time per week)
Turf	Zone 1 (Rotor) - 40 mins = 360 Gal	Turf	Zone 1 (Rotor) - 60 mins = 540 Gal
Turf	Zone 2 (Rotor) - 40 mins = 400 Gal	Turf	Zone 2 (Rotor) - 60 mins = 600 Gal
Mixed	Zone 3 (Rotor) - 40 mins = 440 Gal	Turf	Zone 3 (Rotor) - 60 mins = 660 Gal
Turf	Zone 4 (Spray) - 30 mins = 180 Gal	Turf	Zone 4 (Spray) - 30 mins = 180 Gal
Mixed	Zone 5 (Spray) - 20 mins = 240 Gal	Turf	Zone 5 (Spray) - 30 mins = 360 Gal
Mixed	Zone 6 (Spray) - 55 mins = 715 Gal	Turf	Zone 6 (Spray) - 30 mins = 390 Gal
Turf	Zone 7 (Rotor) - 40 mins = 320 Gal	Turf	Zone 7 (Rotor) - 60 mins = 480 Gal
Turf	Zone 8 (Rotor) - 40 mins = 400 Gal	Turf	Zone 8 (Rotor) - 60 mins = 600 Gal
	Program A - Current Total Water Usage (per application) = 3,055 Gallons per application x 3 applications per week = 9,165 Gallons per week		Program A - Total Water Usage (per application) after run time modifications = 3,810 Gallons per week
	Program C (4 application times per week)		Program C (0 application time per week)
Turf	Zone 2 (Rotor) - 35 mins = 350 Gal	Turf	Zone 2 (Rotor) - 0 mins = 0 Gal
	Program C - Current Total Water Usage (per application) = 350 Gallons per application x 4 applications per week = 1,400 Gallons per week		Program C - Total Water Usage (per application) after run time modifications = 0 Gallons per week
	Hose Bib Battery Valve (2.5 application times per week)		Hose Bib Battery Valve (2.5 application times per week)
Plants	Zone 9 (Low Vol.) - 45 mins = 180 Gal	Plants	Zone 9 (Low Vol.) - 45 mins = 180 Gal
	Bib Valve -Current Total Water Usage (per application) = 180 Gallons per application x 2.5 applications per week = 450 Gallons per week		Hose Bib Valve -Current Total Water Usage (per application) = 180 Gallons per application x 2.5 applications per week = 450 Gallons per week
	Current Total Water Usage (per application) = 11,015 Gallons per week		Total Water Usage (per application) after run time modifications = 4,260 Gallons per week

\*Plant type has three terms: Turf Only, Plants/Shrubs only and Mixed (combination of both)

- a. Consider placing these charts next to your controller.
- b. Consider skipping your watering day when there is significant rainfall 1/2 half inch or more).

When watering your lawn and landscape please observe the local water use restrictions.

Please check for any changes to the current watering restrictions at:

<http://swfwmd.state.fl.us/conservation/restrictions/swfwmd.php>

Additionally, seasonal adjustments may also be used to further reduce water use during the winter months (December, January and February) when root growth is minimal thus requiring much less water. By watering every other week during the winter months an additional 25,560 gallons could be saved. The controller also has a seasonal adjustment capability that can also be used to adjust runtimes of all zones by increasing or reducing the percentage of application time; during the rainy season or in winter months when plant materials are not in a growth cycle, the controller's seasonal adjustment can be set at 60% to 80% of the current application rate to conserve water.

Also note: additional water savings can occur by repairing leaks, removing heads, capping heads and changing nozzles on heads as noted above.

The chart below reflects how much water is currently used compared to the Post-evaluation water use with adhering to the recommendations noted above.

Estimate of existing water usage <sup>1</sup>	Post-evaluation water use <sup>2</sup>	Projected annual gallons saved <sup>2</sup>	Projected Annual Gallons Saved w/ Skip a Week <sup>2</sup>
<b>11,015 GAL/CYCLE/WEEK</b>	4,260 GAL/CYCLE	6,755 GAL/CYCLE	<b>4,260 GAL/CYCLE</b>
<b>572,780 GAL/YEAR</b>	221,520 GAL/YEAR	351,260 GAL/YEAR	<b>376,820 GAL/YEAR (66% Annual Savings)</b>

<sup>1</sup> Based on watering days and applications as noted above

<sup>2</sup> Based on 1 day a week watering with 1 application per day

Not only is it important to follow these recommendations because it will help conserve the water supply in the Coastal Rivers and Withlacoochee river Basins, it may also help to lower your current utility bill.

For system repairs: Contact a licensed irrigation contractor for a professional installation, particularly if the system involved additional equipment or major modifications. For a listing of qualified contractors in your area, call the Florida Irrigation Society at 1-800-441-5341 or visit their website:

<http://www.fisstate.org/>. or refer to the yellow pages of the phone directory. For do-it-yourselfers, irrigation supplies can be obtained from home improvement centers or irrigation supply facilities.

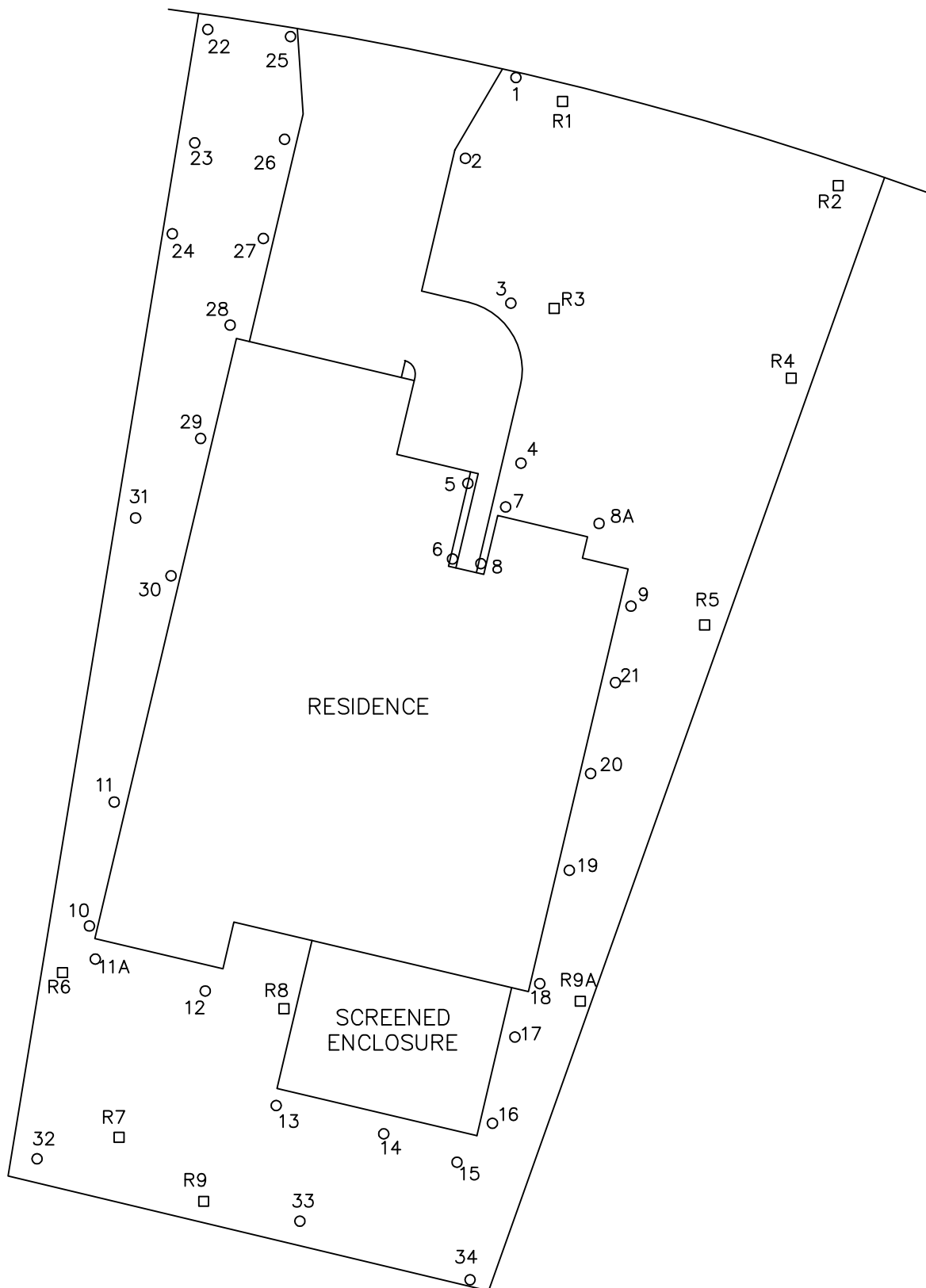
Approximately once per month inspect the irrigation system. Turn on each irrigation zone and visually examine all sprinkler heads. (Are they broken, spraying in the wrong direction or not rotating?) Take notes for later reference. Ten minutes of operation time is allowed for this inspection.

Thanks again for participating in the Withlacoochee Regional Water Supply Authority's Irrigation Evaluation program. We hope this information will benefit you. There are various recommendations and suggested changes made in this report.

Please contact WRWSA Contracted Administrator at 352-527-5795 if you have any questions or comments.

Urban runoff has been identified as the primary source of pollutant loading to surface waters in Florida and is regulated by local, state and federal regulations. Runoff in residential areas is contaminated with fertilizers, bacteria from pet waste, sediment, as well as oil and other automotive fluids from vehicles in driveways and streets. Your efforts in eliminating runoff from excessive irrigation helps reduce the amount of these pollutants which will be transported to local waters. By following the recommendations in this audit report not only will you be conserving water by irrigating more efficiently you will also be reducing your impact on the environment!

See attached Irrigation Layout Plan for irrigation equipment locations on the property.



NTS

Plan provided courtesy of Marion County

#### LEGEND

- Location of Spray Heads
- Location of Rotor Head

## IRRIGATION LAYOUT PLAN

DATE:

Date Issued

APPLICANT:

John Doe  
Ocala, Florida





### **Legislative Report**

Mrs. Suzannah Folsom, Executive Director, will present this item.

The 2022 Legislative Regular Session began January 11 and ended March 11. Staff has gathered information on relevant bills that are related to conservation and water supply from SWFWMD, 1000 Friends of Florida, and the Florida Engineering Society's Conservation and Environmental Quality Committee, and the House and Senate websites.

The attached exhibit is a more detailed summary of the bills WRWSA has been tracking that passed in the session, and their status.

See Exhibit

### **Staff Recommendation:**

This item is for information only and no action is required.

Summary of Bills that passed in the 2022 Session

June 21, 2022

Bill Title	Significance	Bill	Sponsors	Status
Private Provider Inspection of Onsite Sewage Treatment and Disposal Systems	<p>Authorizes the owner of an Onsite Sewage Treatment and Disposal System (OSTDS) to hire a private provider to inspect the OSTDS (cannot be the installer). Inspector must be either; certified environmental health professional, registered master septic tank contractor, licensed professional engineer who has passed all parts of the Onsite Sewage Treatment Disposal System (OSTDS) Accelerated Certification Training, or person working under a licensed and OSTDS certified engineer.</p> <p>Department of Environmental Protection (DEP) must be notified prior to initial inspection. DEP may audit up to 25% of private providers to ensure adequate inspections and investigate complaints regarding OSTDS inspections. DEP is required to report to the Senate and House of Representatives on the use of private providers for OSTDS inspections by October 1, 2023. DEP,</p> <p>Department of Health, and county health departments may experience fiscal impacts due to less influx of OSTDS inspection fees.</p>	SB 856 HB 309	Sen Brodeur, Rep Fetterhoff, Rep Giallombardo	<p>Passed in Senate 3/1/22</p> <p>Passed in House 3/8/22</p> <p>Approved by Governor 5/12/22</p>
Inventories of Critical Wetlands	<p>Requires water management districts and local governments, to develop a list of critical wetlands to be acquired through the Land Acquisition Trust Fund. Qualifications include the ecological value as determined by the physical and biological components of the environmental system, the effect on water quality and flood mitigation, the ecosystem restoration value, vulnerability to development, and the ability to develop due to its geographic location or natural aesthetics.</p> <p>Water management districts are required to include a list of critical wetlands in their annual strategic plan. Water management districts must notify property owners if their property is included. Owners can request that their property be moved from the list. The governing board can approve the removal from the critical wetlands list if requirements are met.</p>	SB 882 HB 761	Sen Brodeur Rep Truenow	<p>Passed in Senate 2/23/22</p> <p>Passed in House 3/7/22</p> <p>Approved by Governor 4/27/22</p>

Nutrient Application Rates	<p>Authorizes citrus producers tailor their nutrient application rates based on recommendations from certified professionals, which may differ from published nutrient application rates. Citrus producers are required to enroll in and implement best management practices (BMPs) adopted by the Department of Agriculture and Consumer Services (DACS).</p> <p>The University of Florida Institute of Food and Agriculture Sciences is required to; analyze the use of site-specific nutrient management for crops other than citrus and crop rotations, develop a research plan and temporary recommendations for implementation of site-specific nutrient management, and submit a report to the Governor and Legislature by December 31, 2022. This legislature intends to accommodate continued agricultural production without interruption as research to revise nutrient application rates is completed.</p>	SB 1000 HB 1291	Sen Albritton Rep McClure	<p>Passed in Senate 2/17/22</p> <p>Passed in House 3/8/22</p> <p>Approved by Governor 6/8/22</p>
Floating Solar Facilities	<p>Requires floating solar facilities (FSF) to be a permitted use in land use categories of each local government's comprehensive plan. Each local government must amend its development regulations to promote the expanded use of FSFs. FSFs are defined as a solar facilities located on a wastewater treatment ponds, abandoned lime rock mine areas, or other manmade water storage reservoirs.</p> <p>FSFs can be effective tools in harnessing energy while the bodies of water can cool the solar panels- in turn boosting power production, they also help decrease water loss to evaporation and the formation of harmful algae blooms.</p> <p>The bill requires the Office of Energy (OOE) within the Department of Agriculture and Consumer Services (DACS) to develop and submit recommendations to the Legislature by December 31, 2022, providing a framework to regulate private and public sector entities that implement FSFs.</p>	SB 1338 HB 1411	Sen Diaz Rep Avila	<p>Passed in Senate 3/2/22</p> <p>Passed in House 2/24/22</p> <p>Approved by Governor 4/27/22</p>

Water Quality Enhancement Areas	<p>Authorizes the construction, operation, management, and maintenance of a water quality enhancement area (WQEA) as approved through the environmental resource permitting (ERP) process as the basis for a water quality credit program and authorizes the Department of Environmental Protection (DEP) to develop rules to implement the program, in consultation with the water management districts, by June 30, 2023..</p> <p>Water quality enhancement credits may be sold only to governmental entities. The bill makes clarifications regarding incentives for the use of graywater technologies. DEP would incur costs from operating the WQEA program including eight additional staff members and associated travel.</p> <p>A government entity can use a WQEA for its own water quality needs. However, it may not act as a sponsor to construct, operate, manage, maintain, or market credits to third parties. WQEA permits provide for the assessment, valuation, and award of credits based on units of pollutant removed.</p> <p>WQEA permit applications must use existing basin management action plan's (BMAP) If a BMAP does not exist for this for the watershed the applicant may use an existing model parameters and results used by the DEP to develop a BMAP for a watershed with similar characteristics and pollutants. The DEP determines if the model used is sufficient.</p>	SB 1426 HB 965	Sen Burgess Rep Truenow	<p>Passed in Senate 3/4/2022</p> <p>Passed in House 3/4/2022</p> <p>Approved by the Governor 6/24/22</p>
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Flooding and Sea Level Rise	<p>Establishes the Statewide Office of Resilience within the office of the governor, which is headed by the Chief Resilience Officer.</p> <p>The bill also requires the Department of Transportation (DOT) to develop a resilience action plan for the State Highway System to address vulnerabilities associated with flooding and sea-level rise. The DOT must also provide technical assistance to local agencies and modal partners on resilience issues related to the State Highway System and the deployment of local and regional solutions. The DOT is required to submit the action plan to the Governor and the Legislature by June 20, 2023, and a status report every third year on June 30 thereafter.</p> <p>The bill revises the annual \$100 million cap on funding to a minimum threshold of \$100 million.</p> <p>The Florida Flood Hub for Applied Research and Innovation is required to provide certain data to counties and municipalities for vulnerability assessments. Beginning January 1, 2023, the bill also directs surveyors and mappers to submit digital copies of the elevation certificates they complete to the Division of Emergency Management (DEM) as outlined on the DEM's website.</p>	SB 1940 HB 7053		<p>Passed in senate 3/2/22</p> <p>Passed in house 3/9/22</p> <p>Approved by the Governor 5/3/22</p>
PFAS	<ul style="list-style-type: none"> <li>• Creating the task force within the Department of Environmental Protection</li> <li>• Providing the membership, organization, and duties of the task force</li> <li>• Requiring the department to provide staffing to assist the task force in the performance of its duties</li> <li>• Requiring the task force to convene by a specified date</li> <li>• Requiring the task force to submit an annual report to the Governor and the Legislature by a specified date</li> </ul>	SB 7012 HB 1475	Sen Albritton Rep McClure	<p>Passed in Senate 3/4/22</p> <p>Passed in House 3/4/22</p> <p>Approved by Governor 6/20/22</p>



## **Item 11**

### **Attorney's Report**

**AV Technology for Special Districts**

*To be provided at meeting*





## **Item 12**

### **Executive Director's Report**

# Item 12.a.

## Charles A Black Wellfield Water Use Permit Renewal

Ms. Suzannah Folsom, Executive Director will present this item.

The Charles A. Black Wellfield Water Use Permit number 7121.006 expired on March 13, 2022. Withlacoochee Regional Water Supply Authority is a co-applicant with Citrus County. The wellfield consists of seven public supply drinking water wells. The current permit has an average supply of 4,597,000 gallons per day (GPD) and a peak flow of 6,574,000 GPD.

Citrus County hired Jones Edmunds and Associates to assist in preparing the permit renewal application. WRWSA staff reviewed the permit application and provided comments prior to submittal. The application was submitting to the Southwest Florida Water Management District (SWFWMD) on January 31, 2022. SWFWMD sent a request for additional information on March 1, 2022. Citrus County responded with additional information on May 27, 2022.

The requested term is 20 years, with an average permitted supply of 7,181,900 GPD and a peak supply of 9,121,013 GPD. This increase in capacity is based on population projections. The population served is expected to increase 39,630 by 2042. This includes the existing service area, service area expansion, and new proposed developments. The following table is included in the application report:

**Table 3-2 2042 WUSA Projected Population**

Area	Start of Service Date	Adjusted Total Functional Population 2020	Adjusted Total Functional Population 2025	Adjusted Total Functional Population 2030	Adjusted Total Functional Population 2035	Adjusted Total Functional Population 2040	Adjusted Total Functional Population 2042	Adjusted Total Functional Population 2045
WUSA Adjusted Growth <sup>1</sup>	Current	25,862	27,060	28,006	28,780	29,446	29,680	30,032
Foxwood	Current	152	152	153	153	153	153	153
Unincorporated	Current	762	774	779	782	785	786	787
<b>Existing Service Area Subtotal</b>		<b>26,776</b>	<b>26,776</b>	<b>27,986</b>	<b>28,937</b>	<b>29,715</b>	<b>30,384</b>	<b>30,619</b>
MC_450602_16_B	2024	162	172	178	183	187	189	191
BW_450800_16_PP	2024	658	662	666	669	672	673	675
BW_450800_17	2024	89	91	93	95	97	98	98
MC_450602_16_C_7_River	2028	381	385	389	392	395	396	398
BW_450101_6	2033	254	263	270	276	282	284	286
BW_450102_14_B	2033	157	159	160	161	162	163	163
BW_450102_14_A	2033	240	241	242	243	244	244	244
BW_450102_11	2033	330	331	331	332	332	333	333
BW_450102_9	2033	463	466	469	471	474	475	476
CS_450304_16	2038	11	12	13	14	15	15	15
NW_450500_4	2038	10	11	14	15	17	17	18
BW_450702	2038	1,919	2,056	2,133	2,187	2,232	2,247	2,270
<b>Service Area Expansion Subtotal<sup>2</sup></b>		<b>0</b>	<b>925</b>	<b>1,326</b>	<b>2,823</b>	<b>5,109</b>	<b>5,133</b>	<b>5,168</b>
Crystal Ridge Development	2021	7	323	861	1,400	1,938	2,153	2,153
Crystal Glen Development	2022	3	40	107	174	241	267	267
Sterling Hills Development	2022	5	219	583	948	1,312	1,458	1,458
<b>Planned Development Subtotal</b>		<b>14</b>	<b>14</b>	<b>582</b>	<b>1,551</b>	<b>2,521</b>	<b>3,491</b>	<b>3,879</b>
<b>Total</b>		<b>26,790</b>	<b>29,493</b>	<b>31,815</b>	<b>35,059</b>	<b>38,983</b>	<b>39,630</b>	<b>40,019</b>

Notes: <sup>1</sup> Projected population for the current WUSA from SWFWMD GIS model parcel database adjusted to remove the Arsenic impacted area to the north not projected to be served during the permit period.

<sup>2</sup> Projected population for the from SWFWMD GIS model parcel database shown for septic-to-sewer project areas. Projected start of water service is within 4 years of projected sewer project completion. Subtotal only includes areas after the start of service date is reached.

### Staff Recommendation:

This item is for information and no action is required.

## **Item 12.b.**

**Executive Director's Report**

### **Water Use Permit Demand Summary**

# Summary of Major Water Use Permits in WRWSA Service Area

Updated 7/6/22

Water Use Permit #	Applicant/Permittee Name	Permit Expiration Date	Permitted Average GPD	Actual 12-Month Rolling Average GPD*	Actual 5-Year Rolling Average GPD**	Actual Use / Permit Capacity	WRWSA RWSP Projection for 2022 GPD	RWSP Accuracy for 2020 +/-%
<b>Citrus County</b>								
<a href="#">207.007</a>	City of Crystal River	3/27/2032	919,000	729,775	747,427	79.4%	744,000	1.9%
<a href="#">419.013</a>	City of Inverness	5/18/1931	1,535,000	1,102,132	1,063,860	71.8%	1,136,000	3.1%
<a href="#">1118.008</a>	Floral City Water Association, Inc.	2/28/2038	395,000	296,926	332,342	75.2%	304,000	2.4%
<a href="#">2842.011</a>	Citrus County	8/25/2035	4,780,000	2,609,105	2,532,975	54.6%	2,616,000	0.3%
<a href="#">4153.014</a>	Rolling Oaks Utilities, Inc.	8/20/2038	1,573,000	1,425,515	1,541,620	90.6%	1,510,000	5.9%
<a href="#">4406.009</a>	Homosassa Special Water District	2/13/2022	960,000	803,003	818,430	83.6%	764,000	-4.9%
<a href="#">7121.007</a>	Citrus County - Charles A Black	3/13/2022	7,181,900	4,921,340	4,666,171	68.5%	3,762,000	-23.6%
<a href="#">9791.011</a>	Citrus County - Sugarmill Woods	11/17/2025	2,435,300	2,173,139	2,105,765	89.2%	2,346,000	8.0%
<a href="#">11839.008</a>	Walden Woods - Walden Woods II South	4/23/2039	187,900	835,073	291,526	444.4%	140,000	-83.2%
<b>Hernando County</b>								
	Hernando Co. BOCC, Wiscon Maintenance Compound/Attn: Landis Legg	8/26/2035	23,299,000	20,070,356	18,188,398	86.1%	19,214,000	-4.3%
<a href="#">7627.005</a>	City of Brooksville	2/25/2024	2,448,000	1,367,730	1,339,917	55.9%	1,136,000	-16.9%
<b>Marion County - SWFWMD</b>								
<a href="#">1156.013</a>	Bay Laurel Community Development District	2/23/2041	7,560,900	3,630,249	3,378,375	48.0%	2,698,000	-25.7%
<a href="#">2999.005</a>	Marion Utilities, Inc. Rainbow Lakes Estates	2/27/2035	126,000	98,852	95,669	78.5%	100,000	1.2%
<a href="#">5643.008</a>	Utilities, Inc. of Florida - Golden Hills	2/23/2036	188,400	125,586	139,583	66.7%	160,000	27.4%
<a href="#">6151.014</a>	Marion County Utilities Consolidated WUP	9/7/2021	9,323,400	6,042,225	4,914,034	64.8%	5,278,000	-12.6%
<a href="#">7849.005</a>	Marion Utilities, Inc.- Woods & Meadows	4/20/2037	149,000	50,250	108,527	33.7%	144,000	186.6%
<a href="#">8020.008</a>	Association of Marion Landing Owners, Inc.	9/9/2040	179,400	126,564	127,501	70.5%	160,000	26.4%
<a href="#">8339.008</a>	Florida Governmental Utility Authority- Dunellon	3/21/2035	1,117,100	1,288,351	1,182,564	115.3%	938,000	-27.2%
<a href="#">8481.006</a>	Marion Utilities, Inc.- Spruce Creek	6/24/2039	834,400	740,740	719,797	88.8%	722,000	-2.5%
<b>Marion County - SJRWMD</b>								
	CSWR-Florida Utility Operating Company - South Marion Regional Water System	5/27/2042	231,000	176,135	164,314	76.2%	234,000.00	32.9%
2995-6	Tradewinds Utilities Inc	2/27/2035	132,000	98,367	91,273	74.5%	100,000	1.7%
3016-4	Ocala East Villas Inc	8/27/2031	107,000	83,263	92,610	77.8%	100,000	20.1%
3021-5	Rolling Greens Communities	9/13/2025	610,000	486,251	358,131	79.7%	350,000	-28.0%
3043-7	Florida Governmental Utility Authority - Ocala Oaks	1/6/2040	194,000	139,202	132,133	71.8%	178,000	27.9%
3094-6	Marion Utilities Inc - Fore Acres	1/22/2041	110,000	106,137	102,308	96.5%	110,000	3.6%
3101-6	Marion Utilities Inc - Greenfields/Indian Pines	7/9/2041	142,000	128,057	127,325	90.2%	130,000	1.5%
3130-3	Sunshine Utilities - Sunray Estates	8/17/2040	229,000	180,992	145,258	79.0%	150,000	-17.1%
3137-5	City of Belleview	10/11/2036	1,022,000	1,008,093	933,991	98.6%	876,000	-13.1%
4578-7	Marion County Utilities Consolidated CUP	9/10/2023	6,440,000	5,821,562	5,629,498	90.4%	6,728,000	15.6%
50324-9	City of Ocala	8/7/2027	15,260,000	12,086,114	11,643,623	79.2%	11,524,000	-4.7%
<b>Sumter County</b>								
<a href="#">1368.008</a>	Lake Panasoffkee Water Assoc Inc	8/22/2024	410,000	253,389	266,239	61.8%	326,000	28.7%
<a href="#">6519.01</a>	City of Bushnell	3/29/2031	1,366,800	437,499	461,930	32.0%	670,000	53.1%
<a href="#">7185.006</a>	City of Webster	8/29/2022	102,900	96,737	86,919	94.0%	180,000	86.1%
<a href="#">8135.013</a>	City of Wildwood	3/31/2035	4,344,800	1,590,293	2,080,927	36.6%	4,594,000	188.9%
<a href="#">8193.005</a>	City of Center Hill	9/10/2022	170,500	68,405	67,812	40.1%	174,000	154.4%
<a href="#">13005.011</a>	Village Center Community Development District	1/23/2038	19,345,900	11,563,215	11,926,344	59.8%	24,564,000	112.4%
<a href="#">20597.000</a>	City of Wildwood-Continental Country Club	6/17/2026	238,400	130,444	133,422	54.7%	214,000	64.1%
*12-month Rolling Average for most recent available data								
** 5-year Rolling Average for most recent available data								

## **Item 12.c.**

**Executive Director's Report**

### **WMIS WUP Notifications**

# Summary of Recent Water Use Permit Activity in WRWSA Service Area

Updated July 2022

Water Use Permit #	Applicant/Permittee Name	Activity Type	Date	Avg GPD	Peak GPD	Use Type	Status
<b>Citrus County</b>							
<a href="#">10404.005</a>	Cabot SW OpCo LLC / Attn: Rick Kelso	Renewal	1/19/2022	262,410	639,210	Landscape/ Recreation	Issued 5/25/22
<a href="#">4406.009</a>	Homosassa Special Water District / Attn: Rick Sandvick	Renewal	1/18/2022	960,000	1,180,000	Public Supply	In Review
<a href="#">7121.007</a>	Citrus County Board of County Commissioners/Attn: Ken Cheek	Renewal	1/31/2022	7,181,900	9,121,013	Public Supply	In Review
<a href="#">872.005</a>	Inverness Village Condominium Assoc. / Attn: Bob Lanier	Renewal	3/28/2022	11,200	32,000	Public Supply	Issued 6/21/22
<b>Hernando County</b>							
<a href="#">3726.005</a>	High Point Golf Club Inc/Attn: Wayne Burgess	Renewal	3/24/2022	149,000	351,000	Landscape/ Recreation	Issued 5/3/22
<a href="#">12233.003</a>	Heartwood 91-3, LLC / Attn: Bruce Parker	Renewal	4/11/2022	307,000	821,000	Landscape/ Recreation	In Review
<a href="#">4893.009</a>	FDEP and SWFWMD / Attn: Marcia Karcher	Renewal	4/15/2022	135,500	229,900	Landscape/ Recreation	In Review
<b>Marion County - SWFWMD</b>							
<a href="#">10923.002</a>	Spruce Creek Golf, LLC/Attn: Kenneth Kirkpatrick*	Modification	7/26/2021	163,600	388,700	Landscape/ Recreation	Issued 5/6/22
<a href="#">6151.014</a>	Marion County Utilities / Jody Kirkman	Renewal	9/7/2021	16,552,300	24,693,400	Public Supply	In Review
<a href="#">2183.005</a>	Phoenix Sunrise*	Renewal	6/29/2022	149,600	504,300	Agricultural	In Review
<b>Sumter County</b>							
<a href="#">10923.002</a>	Spruce Creek Golf, LLC/Attn: Kenneth Kirkpatrick*	Modification	7/26/2021	163,600	388,700	Landscape/ Recreation	Issued 5/6/22
<a href="#">8135.014</a>	City of Wildwood	Letter Modification	9/24/2021	4,344,800	6,345,900	Public Supply	In Review
<a href="#">6151.014</a>	Marion County Utilities / Jody Kirkman	Renewal	9/7/2021	16,552,300	24,693,400	Public Supply	In Review
<a href="#">20250.001</a>	Dorothy and Norman LaPerle	Renewal	12/1/2021	107,000	370,000	Agricultural	Application Denied 6/22/22
<a href="#">213.017</a>	Center Hill Mine - Cemex Construction Materials Florida LLC/Attn: James P. Morris	Renewal	12/6/2021	227,050	340,160	Mining/ Dewatering	Issued 7/5/22
<a href="#">8891.014</a>	St. Clair Mine - Cemex Construction Materials Florida LLC/Attn: James P. Morris	Renewal	1/19/2022	205,500	301,400	Mining/ Dewatering	Issued 6/3/22
<a href="#">3534.010</a>	Florida Fish & Wildlife Conserv Commission / Attn: Rick Stout	Renewal	3/4/2022	1,428,924	2,239,712	Agricultural	In Review
<a href="#">21031.000</a>	Blue Goose Utility Company, LLC	New	4/4/2022	6,000,000	8,600,000	Public Supply	In Review
<a href="#">21036.000</a>	Bigham - Lake Panasoffkee	New	4/26/2022	132,500	355,600	Agricultural	Issued 6/9/22
<a href="#">21039.000</a>	Blue Goose Water Conservation Authority	New	5/9/2022	5,372,500	35,578,396	Landscape/ Recreation	In Review
<a href="#">5055.003</a>	Millennium Park	Renewal	5/10/2022	58,000	141,000	Landscape/ Recreation	Issued 6/7/22
<a href="#">2836.005</a>	FAMU BAERS	Modification	5/25/2022	150,200	433,500	Agricultural	In Review
<a href="#">20949.001</a>	Gibson Place Water Conservation Authority	Letter Modification	6/9/2022	2,750,700	14,748,800	Landscape/ Recreation	Issued 6/27/22
<a href="#">3152.009</a>	Cow Hammock	Letter Modification	6/23/2022	464,400	1,318,000	Agricultural	In Review
<a href="#">2183.005</a>	Phoenix Sunrise*	Renewal	6/29/2022	149,600	504,300	Agricultural	In Review
<i>*WUP is located within Marion and Sumter Counties</i>							

## **Item 12.d.**

**Executive Director's Report**

### **Correspondence**



**ANGELA VICK**

CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
CITRUS COUNTY, FLORIDA

RECEIVED JUN 07 2022

Clerk of the County Court  
Recorder of Deeds  
Clerk and Accountant of the Board of County Commissioners  
Custodian of County Funds  
County Auditor

110 North Apopka Avenue  
Inverness, Florida 34450  
Telephone: (352) 341-6449  
[www.citrusclerk.org](http://www.citrusclerk.org)  
[ssullivan@citrusclerk.org](mailto:ssullivan@citrusclerk.org)

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
3600 W SOVEREIGN PATH STE 228  
LECANTO, FL 34461

May 24, 2022

To Whom It May Concern:

This letter serves to notify you that the Citrus County Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2021, is now available on the Clerk's website. The web address is [www.citrusclerk.org](http://www.citrusclerk.org) and the ACFR can be found under the Finance Services tab.

If you require a hard copy, please contact Senior Financial Analyst, Susan Sullivan, either by e-mail at [ssullivan@citrusclerk.org](mailto:ssullivan@citrusclerk.org) or by phone at 352-341-6464.

Sincerely,

Angela Vick,  
Clerk of the Circuit Court and Comptroller





**GREGORY C. HARRELL**  
CLERK OF COURT AND COMPTROLLER - MARION COUNTY, FLORIDA  
FINANCE DEPARTMENT

CLERK OF COURT  
RECORDER OF OFFICIAL RECORDS  
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS  
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030  
OCALA, FLORIDA 34478-1030  
TELEPHONE (352) 671-5520  
WWW.MARIONCOUNTYCLERK.ORG

June 14, 2022

Mr. Richard Owen  
WRWSA  
3600 West Sovereign Path  
Suite 228  
Lecanto, FL 34461

RE: Submission of Audit Report for Fiscal Year Ending September 30, 2021

Dear Mr. Owen:

Enclosed is a copy of the Annual Comprehensive Financial Report of Marion County, Florida for the fiscal year ending September 30, 2021. This document contains the report of our independent auditors, Purvis Gray & Company, CPA's, on federal awards and state financial assistance received by Marion County during the reporting period.

The Single Audit portion of the report, located on pages 219-229, of the Compliance Section, was prepared by our auditors in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*. As required, it includes the Independent Auditors' Reports on Compliance and Internal Control, the Schedule of Expenditures of Federal Awards and State Financial Assistance, and a Schedule of Findings and Questioned Costs.

I trust this information will fulfill your requirements. Should you have any questions or require any additional information concerning the report, please contact me at the address listed above or by telephone at (352) 671-5520.

Sincerely,

Gregory C. Harrell  
Clerk of the Circuit Court and Comptroller  
Marion County, Florida

Tina Novinger  
Controller  
Enclosures



## **Item 12.e.**

**Executive Director's Report**

### **News Articles**

## **Water is critical for Florida's economy**

By: Congressman Daniel Webster

Villages-News.com

May 25, 2022

Last week, the House Transportation and Infrastructure Committee held a nearly all-day meeting on one of our top priority bills – the Water Resources and Development Act, also called WRDA. This bipartisan bill improves ports and harbors, inland waterway navigation, flood and storm protection, and other water resources infrastructure throughout the United States. H.R. 7776 focuses on projects developed at the local level which have regional and national impacts.

Water is critical for life and solid infrastructure is critical to Florida's economy which is dependent on moving goods and people efficiently and effectively. I have consistently advocated for and worked on policies that support local projects and worked to find solutions that preserve and protect Florida's precious natural resources, while balancing the needs of our growing economy. WRDA 2022 authorizes funding for critical ports, inland waterways, locks, dams, flood protection, ecosystem restoration, and other water resources infrastructure important to Florida and our nation.

This bill passed committee without language that would have harmed the countless Floridians and Native Americans across south and central Florida who depend on the proper management of water that flows out of Lake Okeechobee. Thanks to hard work with committee leadership and stakeholders across Florida, included in the bill is an agreement for a plan to study how to further tackle algae blooms, while also ensuring water access for everyone and the Everglades are protected. From famers, to fishermen, to boaters, to citizens and the Everglades this bill is a huge win for Florida.



*Figure 1 Congressman Daniel Webster*

*Congressman Daniel Webster represents The Villages in the U.S. House of Representatives.*

## Water Conservation: 26,000 Homes To Save 1.2 Billion Gallons Of Water

2:08 p.m. EDT June 3, 2022

Ocala Star Banner

15 Photos by Doug Engle/Ocala Star Banner



Bahia grass, a drought tolerant grass, grows up around Utility Director Bryan Schmalz, left, with Bay Laurel Center CDD, talks with Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC, right, about the sprinkler heads that have check valves in them to help conserve water at one of the homes in the Weybourne Landing, Tuesday May 31, 2022. Turf, or grass, is one of biggest users of water at a home. June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.

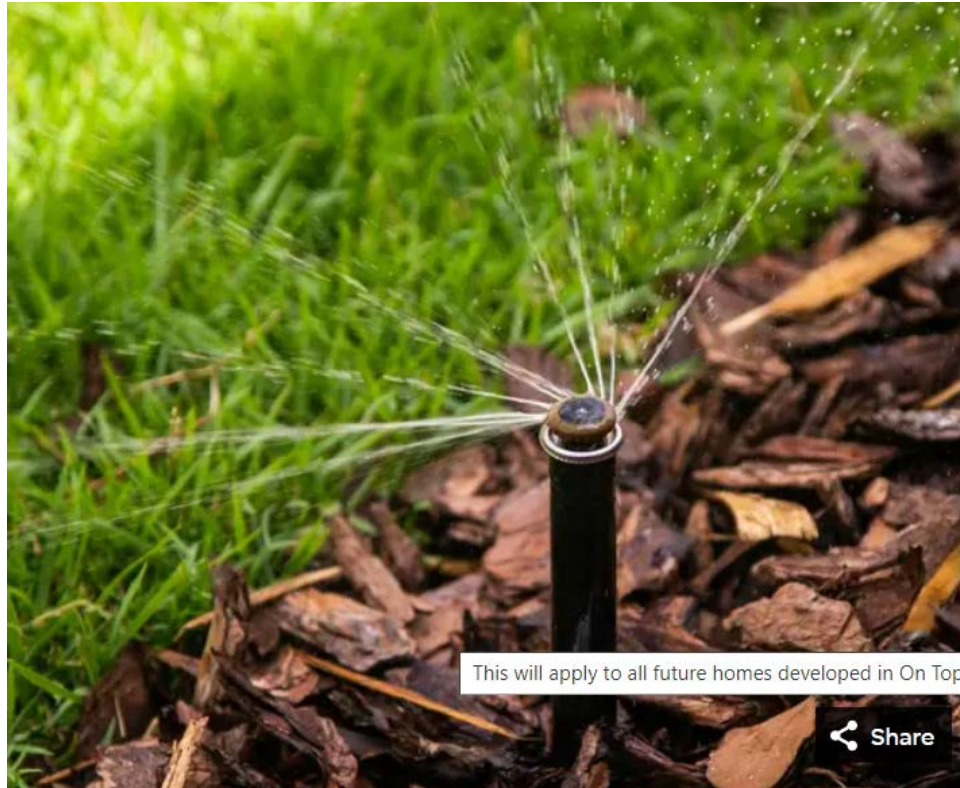





Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC, points out how On Top Of The World is using sprinkler heads that have check valves in them to help conserve water at one of the homes in the Weybourne Landing, Tuesday May 31, 2022. June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.



Bahia grass, a drought tolerant grass, grows up around Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC, left and Utility Director Bryan Schmalz, right, with Bay Laurel Center CDD, as they talk about the sprinkler heads that have check valves in them to help conserve water at one of the homes in the Weybourne Landing, Tuesday May 31, 2022 along with the grass planted.



This will apply to all future homes developed in On Top

 Share

A rotary sprinkler head like this one at a home in Weybourne Landing, is 30% more efficient than a typical sprinkler head, Tuesday morning, May 31, 2022. As of June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.





Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC, shows one of the sprinkler heads that On Top Of The World is using, with a check valve, to help conserve water at one of the homes in the Weybourne Landing, Tuesday May 31, 2022. June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.



Although it's not part of the Florida Star Program, Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC, points out how On Top Of The World is using a master valve on the irrigation system to help conserve and save water at one of the homes in the Weybourne Landing, Tuesday May 31, 2022. June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards. [Doug Engle/Ocala Star Banner]2022



An irrigation rain gauge is mounted to the fascia of a home in Weybourne Landing Tuesday morning, May 31, 2022. As of June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.



Utility Director Bryan Schmalz with Bay Laurel Center CDD talks about how his company is implementing new permitting processes to help conserve water for new construction homes while talking about at one of the homes in the Weybourne Landing, Tuesday May 31, 2022. June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.

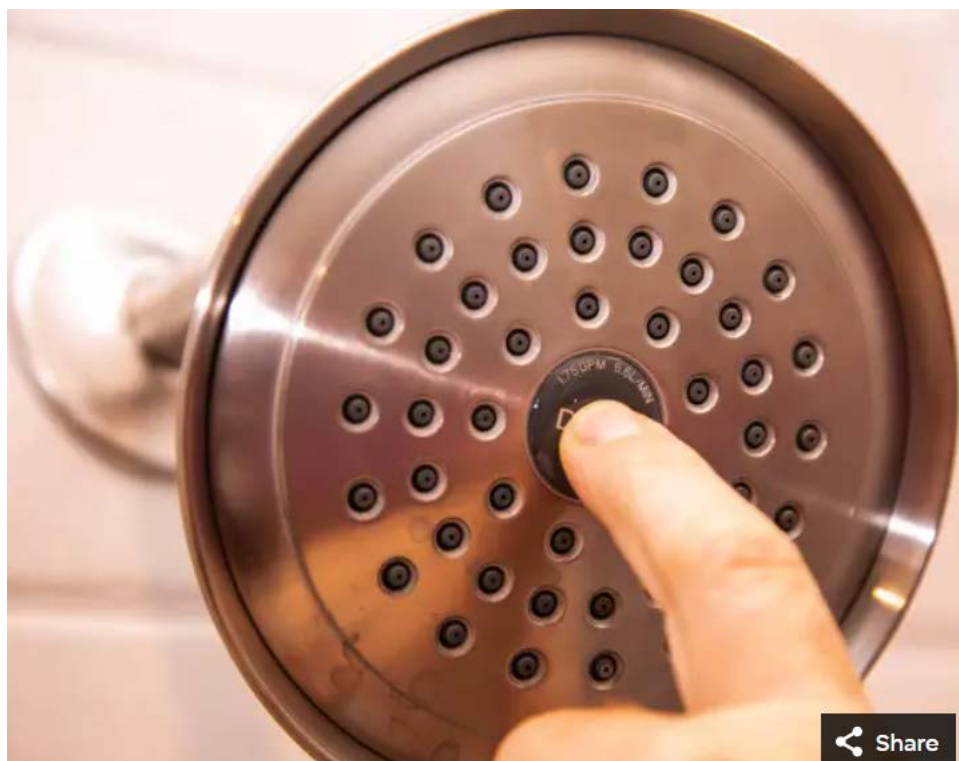




Florida Water Star Program Coordinator Robin Grantham, center, with Southwest Florida Water Management District, points out a low flush toilet in a home in Weybourne Landing Tuesday morning, May 31, 2022, while Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC, holds the tank cover. As of June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.



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Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC points out the low flow shower heads in of homes in the Weybourne Landing, Tuesday May 31, 2022. June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.



Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC looks for the energy star logs in a washing machine at one of homes in the Weybourne Landing, Tuesday May 31, 2022. June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.





Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC looks for the energy star logs in a dishwasher at one of homes in the Weybourne Landing, Tuesday May 31, 2022. June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.



Utility Director Bryan Schmalz, left, with Bay Laurel Center CDD, left, listens as Florida Water Star Program Coordinator Robin Grantham, right, with Southwest Florida Water Management District, talks about the different ways to conserve water in one of the Weybourne Landing homes Tuesday morning, May 31, 2022. As of June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.



Florida Water Star Program Coordinator Robin Grantham, left, with Southwest Florida Water Management District, talks about the different ways to conserve water at one of the Weybourne Landing homes Tuesday morning, May 31, 2022 as Director of Landscaping Operations Phillip Hisey for Parkway Maintenance and Management LLC listens. As of June 1, Bay Laurel Center CDD, which provides utilities to On Top of the World, Stone Creek and Calesa developments in Ocala, requires all new residential and commercial construction to secure Florida Water Star certification to receive water services, which will impact more than 26,000 homes and save about 1.2 billion gallons of water each year. Homeowners will save an estimated \$530 annually on utility bills. The Southwest Florida Water Management District has partnered with Bay Laurel Center CDD in training builders, inspectors, landscapers, and irrigation contractors about FWS (Florida Water Star) standards.



## Pasco can “keep their...”

Hernando Sun

By **Lisa MacNeil** June 9, 2022

Commissioners at the Board of County Commissioners (BOCC) regular meeting voted unanimously on May 24, 2022, to give Pasco County a two-year notice, ending an interlocal wastewater agreement along County Line Road. The notice is in compliance with the legal agreement.

In June of 2017, Hernando County entered into a 15-year interlocal agreement with Pasco County to provide bulk wastewater treatment service for an area south of County Line Road.

“How about telling them to fix the road first, then we’ll give them water,” Chairman Steve Champion said, mentioning Pasco’s role in the ongoing issue of improving County Line Road.

Currently, Hernando provides no services to Pasco County. However, Hernando County Utilities Director Gordon Onderdonk reported receiving the first application as of last week. According to the interlocal agreement, Hernando County is the service provider, and Pasco County is the customer. Pasco is to pay Hernando \$4.86 per 1000 gallons of water treated. The sewage would be measured by a common meter.

“From an economic development standpoint,” County Administrator Jeff Rogers said, the agreement allows for development in Pasco to move forward. However, Hernando has taken the lead in widening County Line Road. “[Pasco] has prioritized Ridge Road, [State Roads] 52, 54, they built a new road through the swamp,” he stated. Rogers advised that it’s the BOCC’s decision whether or not to uphold the interlocal agreement or give Pasco the 2-year notice.

“Let’s send it today,” said Commissioner John Allocco, with agreement from County Attorney Jon Jouben. “Our wastewater facilities are for our wastewater,” Allocco said. “They’re not for the next county. It’s dangerous and sets a precedent. As soon as the first one is there, there will be five more... and it’s not good for us long-term.” “Tell them they can keep their crap over on that side, literally,” Chairman Steve Champion concluded.



## **Pasco's northern development is complicated after Hernando nixes agreement**

Pasco doesn't want to miss out on growth potential along County Line Road, saying they want to make peace with Hernando County.

By **Barbara Behrendt**

Tampa Bay Times

Published Jun. 10|Updated Jun. 12



Construction more than a dozen years ago widened a stretch of County Line Road between Pasco and Hernando counties. Since then, Hernando has blamed Pasco officials for failing to do their share to push new widening. Last month, Hernando decided to end a utility agreement with their neighbors to the south, compromising Pasco's ability to grow at its northern border. [ BOB EAST III | Tampa Bay Times ]

DADE CITY — Pasco County officials are concerned that bad blood with their neighbors to the north is going to cost them much more than Culvers Butter Burgers and frozen custard.

A development application for one of the restaurants on the Pasco side of County Line Road was rejected last week because there is no public sewer service available. That's after the Hernando County Commission voted unanimously last month to end an agreement to provide sewer service to the Pasco side of the road.

The Culvers planned near Mariner Boulevard was the first application under that agreement, which was approved five years ago and meant to cover a 15-year period,

Hernando utility director Gordon Onderdonk told commissioners. While Culvers is the first, several other developments also have begun to line up.

“Tell them to expand County Line Road first, then we’ll give them wastewater,” said Hernando Commission Chairperson Steve Champion. For years, Hernando commissioners have talked about the need to widen the entire length of County Line Road. More than a dozen years ago, the western stretch of the road was widened to six lanes, but the eastern stretch is still just two lanes.

Hernando commissioners say it was never a priority for Pasco, which has focused on other transportation needs and explosive growth to the south.

“We’re taking their crap at wholesale. Why don’t they keep their crap,” Champion said. “How does this benefit us?”

Hernando County Administrator Jeff Rogers said the agreement enabled Pasco to develop along County Line Road. There has been little development on Pasco’s northern border compared to the explosive growth in the southern part of the county.

“If anything,” Champion said, “they’re making our road worse and they’re not doing anything to help Hernando County.”

The Hernando commission decision came just before Gov. Ron DeSantis vetoed a \$50 million legislative allocation that would have finally paid for widening eastern County Line Road. This week, Pasco commissioners talked about the need to mend fences with Hernando so that myriad other construction projects proposed for northern Pasco won’t be scuttled.

Attorney Barbara Wilhite last week pitched a 178-acre development known as Northridge on the south side of County Line Road to the Pasco County Planning Commission — also before the road funding was vetoed. She said her client’s proposal for 770 houses and 40,000 square feet of commercial space would match development on the Hernando side of the road.

When asked about how the development would handle utilities, she said Pasco would provide water and Hernando County sent a memo in February that it would provide sewer. She said during the hearing that she now understood that Hernando sewer service in Pasco County was again open for discussion.

Neighbors opposed the project, saying a turn left onto County Line Road is difficult, if not impossible, already because the road is so busy. Planning commissioners and staff then discussed possible locations of traffic signals before the board voted to recommend that the County Commission approve the project.

Other projects on the Pasco side of County Line Road that are also in the pipeline include another housing development next to Northridge. That, together with

Hernando's cancellation of the sewer agreement, sparked discussion among Pasco commissioners Tuesday.

Chairperson Kathryn Starkey said she thought it was time to try to extend an olive branch to Hernando. While hard feelings about County Line Road widening was the main topic, she said that Hernando officials also have differences with Pasco on other topics, but she offered no suggestion of how to pay for the road work.

Commissioner Jack Mariano said that it might be time for Pasco to begin developing its own wastewater treatment options in that part of the county. County staffers responded that they are not in the business of building speculative utility infrastructure.

That would raise costs for existing rate payers rather than allowing incoming developments to pay the expense. Building sewer transmission equipment from the nearest Pasco wastewater plant to the proposed Culvers site could cost \$10 million to \$15 million, staff said.

"It's unfortunate" that Hernando withdrew from the sewer agreement, said Mike Carballa, the assistant county administrator for public infrastructure. "It will stifle development on the Pasco County side of County Line."

Mariano said that section of north Pasco is an opportune location for future development, especially for commercial interests, and that maybe the county should consider spending some of the money it collects from its penny sales tax to bring utilities closer.

# Editorial | Government backing of river restoration overdue

Citrus Chronicle

Jun 11, 2022

## **THE ISSUE:**

*Nonprofit's push to restore Lower Withlacoochee gets government support.*

## **OUR VIEW:**

*It's long overdue.*

A multiyear investigation of the lower segment of the Withlacoochee River has produced a 192-page report outlining 19 critical issues and simulated models created to indicate the effect on overcoming the past 100 years of manmade destruction of the waterway.

The report, which was forwarded to state legislative officials, local representatives in Congress, and relevant state and federal agencies, was met with sounds of silence. But the persistence of WAR now appears to paying off, at least at the local government levels.

In mid-May, the Levy County Commission adopted a resolution, asking for action and funding from Florida and U.S. officials to improve the water-containment structures at Lake Rousseau and the Lower Withlacoochee River, between Levy and Citrus counties. Levy County's decision to support the resolution was based off the study WAR and the nonprofit's donors paid for to document the health of the Lower Withlacoochee.

Copies of Levy County's resolution were sent to Gov. Ron DeSantis, state and U.S. legislators, mayors for the towns of Inglis and Yankeetown, and officials with the Southwest Florida Water Management District and Florida Department of Environmental Protection.

Citrus County commissioners will vote on a similar resolution during its Tuesday, June 14, meeting. According to its resolution, the Citrus County commission won't support improvements to containment structures if water levels change.

It might seem like a small step for WAR and its objective to see the Outstanding Waterway restored along the Lower Withlacoochee River's natural water flow and flush out its stagnant pollutants.

Lake Rousseau feeds the first half of the lower river, which then empties into the unfinished Cross-Florida Barge Canal. However, the second half of the lower river is dependent on lake flows from a canal bypass.



Due to the canal, which was decommissioned in 1990, the Lower Withlacoochee has been starved of around 1,450 cubic feet per second (cfs) in water flow it needs to sustain a healthy ecosystem, according to Wetland Solutions, which conducted the study.

With an estimated price tag of between \$20 million and \$150 million to remedy a number of the issues, state and federal officials should not ignore the facts. This has been a problem festering for years, and now is the time for local officials to put pressure on state and federal officials to seriously address the problems.



# FDEP offers mid-year's resolution for Florida's Springs

By DR. ROBERT KNIGHT

The Florida Department of Environmental Protection (FDEP) is the state's lead agency for environmental management and stewardship and is tasked to protect the state's air, water, and land. Reading from FDEP's website, its vision is "... to create strong community partnerships, safeguard Florida's natural resources, and enhance its ecosystems." ([www.floridadep.gov](http://www.floridadep.gov))

Headquartered in Tallahassee, but with staff state-wide, FDEP has about 3,000 employees and an annual budget of about \$1.5 billion. Composed of 13 divisions, including the Division of Parks and Recreation, FDEP oversees all aspects of Florida's 175 state parks. Those parks, preserves, and recreational areas encompass more than 800,000 acres and have won top honors nationwide four of the past 20 years. Annual visitation to Florida's state parks exceeds 30 million visitors.

Twenty-seven of Florida's award-winning state parks encompass springs, including most of the largest artesian springs in Florida and the United States. Many of these springs' parks were Florida's earliest tourist attractions — Silver, Wakulla, Rainbow, Weeki Wachee, Homosassa, Volusia Blue, and more than a dozen other popular natural destinations. There is no doubt that FDEP managers and staff are fully cognizant of the wealth of natural resources that are under their supervision and care.

I recently read a copy of FDEP's glossy,



Photo courtesy of Florida State Parks

Annual visitation to Florida's state parks exceeds 30 million visitors. Blue Spring State Park is home one of the largest winter gathering sites for manatees in Florida.

Two-sided springs' brochure titled Springs — Purely and Uniquely Florida. This brochure provides the following helpful information

for springs' visitors: What Makes Florida's Springs Unique? with details on What is a spring?, Did you know your neighborhood

could affect a spring?, and Why is it important to protect springs?

The last page of this brochure caught my attention with Together we can protect and restore Florida's springs and You can help — individual actions make a difference. The current springs' problems summarized in the brochure could not be more clearly stated:

- "Over time, the water quality and flow of Florida's springs have been impacted by both human and natural factors.
- Nutrient pollution from sources such as fertilizer, human and animal waste can be greatly reduced with better practices and management of wastewater.
- Water conservation efforts can restore spring flows to levels that support healthy ecosystems."

And the final honest statement in this pamphlet is: Florida's laws require springs protection.

The rest of the text is disappointing. After repeating the truth that Florida's springs, even in state parks, no longer support healthy ecosystems and are impacted by human activities, including excessive groundwater diversions and nutrient loads, the brochure includes blatant untruths, including FDEP is restoring springs by setting limits on nutrient pollution and Florida's water management districts protect springs by regulating water use. These statements beg the question that the public has been asking for decades: If FDEP and the water management districts

## Proposed Resolutions

### No. 1

FDEP will restore spring flows to levels that protect their ecological health by placing a protective cap on groundwater pumping, require metering of all groundwater uses, and charging an Aquifer Protection Fee for all groundwater withdrawals in Florida.

### No. 2

FDEP will restore groundwater and springs water quality by placing a cap on all nitrogen fertilizer use in Florida, require reporting of all fertilizer sales, and charge an Aquifer Protection Fee for all fertilizer used in the state.

To SPRINGS Page 19





Photo courtesy of Florida State Parks

The temperature of the spring at Ruth B. Kirby Gilchrist Blue Springs State Park is a constant 72 degrees year.

## From SPRINGS Page 12

are protecting Florida's springs, why are nearly all our springs unhealthy and continuing to decline?

As I have stated in previous op-eds and a dozen springs-restoration plans, the answer to this question is simple — because Florida's springs-preservation efforts are not sufficient to achieve the goal of springs restoration and protection. FDEP's springs Basin Management Action Plans intended to reduce nutrient pollution are ineffective. And, under FDEP's supervision, the water management district governing boards tasked with protection of springs and environmental flows have not reduced or put a cap on excessive groundwater extractions.

I would like to suggest two mid-year's resolutions for the public servants at FDEP who are entrusted with "... safeguarding Florida's natural resources and enhancing its ecosystems":

As you can see in the box, if strictly followed, these two mid-year resolutions will restore much of the original beauty and ecological functionality of Florida's priceless springs natural resources. Fulfilling these promises will allow Florida's springs state parks to truly shine again. Continuing to publish platitudes about the public's role in solving these problems is not helpful. The responsibility for springs protection rests squarely on the shoulders of our elected leaders and the agencies they direct. ●

*Bob Knight is Executive Director of the Howard T. Odum Florida Springs Institute located in High Springs — "Gateway to the Springs."*

**Florida Specifier**



## Item 12.f.

### Schedule for Upcoming Procurements

Ms. Suzannah Folsom, Executive Director will present this item.

The following is a table of tentative dates for the upcoming procurements for As Needed Professions Services, Phase VII Irrigation Contractors, and the 2024 Regional Water Supply Plan Update Consultant. Timeframes for Board approval of the requests, advertisement, submittal due dates, submittal review, and Board approvals.

Schedule for Upcoming Procurements		
<b>As Needed Professional Services</b>  <i>(Item 10 May 2022 Board Mtg)</i>	Board Approval of Request for Qualifications	Wednesday, May 18, 2022
	RFQ Advertised	Wednesday, May 25, 2022
	SOQs Due	Friday, July 15, 2022
	Evaluation	Monday, July 18, 2022 – Friday, August 10, 2022
	Board Approval of As Needed Professional Services Consultants	Wednesday, September 21, 2022
<b>Phase VII Irrigation Evaluation Contractors</b>  <i>(July 2022 Board Mtg)</i>	Board Approval of Request for Quotes	Wednesday, July 20, 2022
	Request for Quotes Advertised	Thursday, July 21 - Friday
	Quotes Due	August 19, 2022
	Evaluation	Monday, August 22, 2022 – Friday, August 26, 2022
	Board Approval of Irrigation Evaluation Contracts	Wednesday, September 21, 2022
	Begin Phase VII Irrigation Evaluations	December 2022
<b>2024 Regional Water Supply Plan (RWSP) Update Consultant</b>  <i>(Sept 2022 Board Mtg)</i>	Board Approval of Request for Qualifications for RWSP Update	Wednesday, September 21, 2022
	Request for Qualifications Advertised	Thursday, September 22, 2022
	Statements of Qualifications Due	Wednesday, October 19, 2022
	Evaluation	Thursday, October 20, 2022 – Monday, October 31, 2022
	Board Approval of Consultant Shortlist for Negotiation	November 2022 Board Meeting (TBD)
	Agreement Negotiation	Late November 2022 – December 2022
	Board Approval of RWSP Update Consulting Services Agreement	January 2023 Board Meeting (TBD)

### Staff Recommendation:

This item is for information only and no action is required.

