



**WITHLACOOCHEE
REGIONAL
WATER
SUPPLY
AUTHORITY**

Board Meeting Package

June 15, 2011
4:30 p.m.

Meeting Location:

Withlacoochee Regional Planning Council
Headquarters Conference Room
1241 SW 10th Street (SR 200)
Ocala, Florida 34474-0323



WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

MEMORANDUM

To: Water Supply Authority Board of Directors and Interested Parties
From: Jackson E. Sullivan, Executive Director
Date: May 31, 2011
Subject: Monthly Meeting of the Withlacoochee Regional
Water Supply Authority

The next meeting of the Withlacoochee Regional Water Supply Authority will be on **Wednesday, June 15, 2011, 4:30 p.m.**, at the **Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323**

Enclosed for your review are the following items:

- Agenda
- Minutes of the May 18, 2011 meeting
- Board Package*

* Copies of the Board Package are available through the Internet. Log on to 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 print the Board Package.

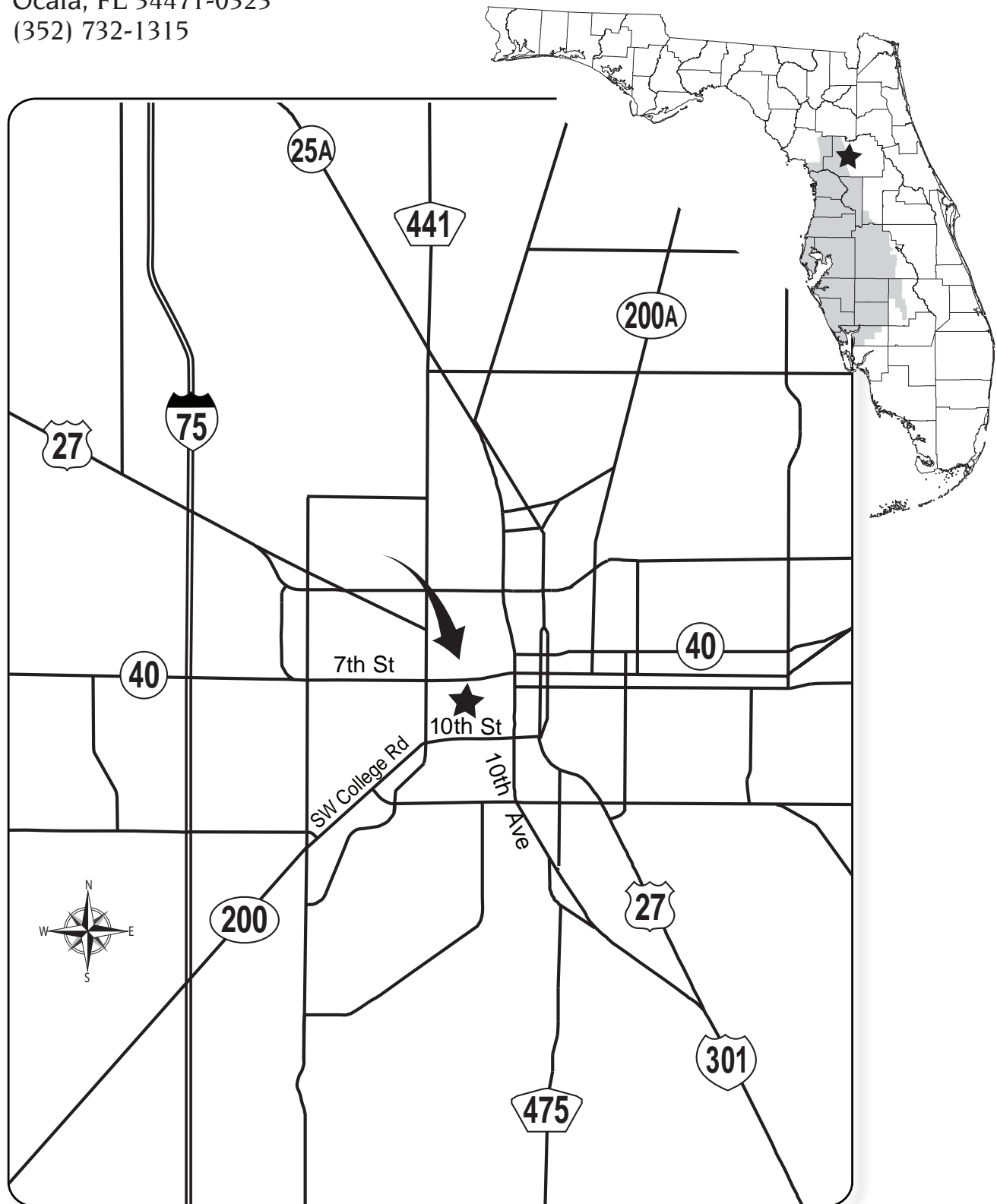
Please note that if a person decides to appeal any decision made by the Board with respect to any matter considered at the above cited meeting, he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes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

Enclosures

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Withlacoochee Regional Planning Council
1241 S.W. 10th Street (SR 200)
Ocala, FL 34471-0323
(352) 732-1315



Note:

The Council's office is located approximately 2.6 miles east of Interstate 75 on State Road 200 and approximately .5 miles west of Pine Street, which is also US Highway 27, 301 & 401.

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

**WITHLACOOCHEE REGIONAL PLANNING COUNCIL
HEADQUARTERS CONFERENCE ROOM
1241 SW 10TH STREET (SR 200)
OCALA, FLORIDA 34474-0323**

**June 15, 2011
4:30 p.m.**

- Item #1 Call to Order**
- Item #2 Roll Call**
- Item #3 Introductions and Announcements**
- Item #4 Approval of Minutes of May 18, 2011 Meeting**
- Item #5 Proposed FY 2011-12 Budget ... Jack Sullivan, E.D., WRWSA**
- Item #6 Proposed Bid Awards for Irrigation Audit Evaluation Program ... Jack Sullivan, WRWSA**
 - a. Irrigation Audit Evaluation Program Contract - Administrative Support**
 - b. Irrigation Audit Evaluation Program Contract – Irrigation Auditor**
- Item #7 Executive Director's Report ... Jack Sullivan, WRWSA**
 - a. Bills to be Paid**
 - b. FY 2010-11 2nd Quarter Financial Report**
 - c. FY 2011-12 Local Government Grant Program**
 - d. Renew Contract for North Sumter Data Collection program**
 - e. Correspondence**
 - f. News Articles**
- Item #8 Legislative Update ... Diane Salz, Legislative Consultant**
- Item #9 Attorney's Report ... Larry Haag, WRWSA Attorney**
- Item #10 Other Business**
- Item #11 Public Comment**
- Item #12 Next Meeting Time and Location ... July 20, 2011, 4:30 p.m., SWFWMD Headquarters Governing Board Meeting Room, 2379 Broad Street (US 41 South), Brooksville, Florida 34604-6899**
- Item #13 Adjournment**

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING MINUTES
May 18, 2011**

TIME: 4:30 p.m.
PLACE: Southwest Florida Water Management District (SWFWMD)
2379 Broad Street (SR 41)
Brooksville, Florida 34604

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

1. Call to Order

Chairman Stan McClain called the Withlacoochee Regional Water Supply Authority (WRWSA) meeting to order at 4:32 p.m. and asked for a roll call.

2. Roll Call

Mr. Jack Sullivan, Executive Director, called the roll and a quorum was declared present.

MEMBERS PRESENT

Stan McClain, Chairman, Marion County Commissioner
Dennis Damato, Vice-Chair, Citrus County Commissioner
John Druzbeck, Treasurer, Hernando County Commissioner
Rebecca Bays, Citrus County Commissioner
Gary Ernst, Belleview City Councilman
Richard Hoffman, Sumter County Commissioner
Randy Mask, Sumter County Commissioner
Maureen McNiff, Crystal River City Councilwoman
Emory Pierce, Brooksville City Councilman
Dale Swain, Bushnell City Councilman
Winn Webb, Citrus County Commissioner

MEMBERS ABSENT

Jim Adkins, Hernando County Commissioner
Mike Amsden, Marion County Commissioner
Wayne Dukes, Hernando County Commissioner
John Priester, Ocala City Councilman
Mary S. Rich, Ocala City Councilwoman
David Russell, Hernando County Commissioner
Carl Zalak, Marion County Commissioner

3. Introductions and Announcements

Mr. Sullivan introduced others in the audience.

OTHERS PRESENT

Jack Sullivan, WRWSA Executive Director
Larry Haag, WRWSA Attorney
Diane Salz, WRWSA Legislative Liaison

Ron Basso, SWFWMD
Alys Brockway, Hernando County Utilities
Kim Dinkins, Marion County
Tony Gilboy, SWFWMD
Al Grubman, TOO FAR, Inc.
Kenneth Herd, SWFWMD
David Hornsby, SJRWMD
Peter Hubbell, Water Resource Associates
Gary Judd, Floral City Water Association
Lou Kavouras, SWFWMD
Robert Knight, Citrus County Utilities
Cara Martin, SWFWMD
Flip Mellinger, Marion County Utilities
Connie Mullis, Legislative Assistant Senator Evelyn Lynn
Darryl Muse, City of Ocala
Joseph Quinn, SWFWMD
Mary Raymond, View Top Estates
Pete Raymond, View Top Estates
Miki Renner, SWFWMD
Bo Rooks, Citizen
Nancy Smith, Nancy H. Smith, Inc.
Tom Traina, King Engineering Associates
Joyce Valentino, Citizen
Brent White, SWFWMD
Tahla Paige, Recording Secretary

4. Approval of Minutes of April 20, 2011 Meeting

A copy of the minutes was provided in the board packet for review.

Following consideration, **a motion was made by Mr. Swain to approve the minutes for the April 20, 2011 meeting. The motion was seconded by Mr. Hoffman and carried unanimously.**

5. SWFWMD Report on Wells With-in the WRWSA Area

Mr. Tony Gilboy, Well Construction Regulation Manager, Brooksville Regulation Department, Southwest Florida Water Management District (SWFWMD), gave an overview of the SWFWMD Well Construction Program. He stated that all wells require a permit, must be constructed by a licensed water well contractor, have minimum construction requirements, on-site inspections, and may require a Water Use Permit. Mr. Damato asked if drilling for soil borings required a permit. Mr. Gilboy stated borings were currently exempt by Florida State Statute.

Ron Basso, Senior Geologist, Resource Projects Department, SWFWMD, finished the presentation with a report on the water resource impact of domestic self-supply wells. He displayed graphs and charts of WRWSA domestic wells and concluded domestic wells account for five percent of total groundwater withdrawal in the Northern District. Discussion occurred on how data was collected and that it was updated every five years.

6. Progress on Regional Framework Planning Program

Mr. Peter Hubbell, Water Resource Associates, gave an update on the Regional Framework Planning Program. He stated the Technical Advisory Committee is moving forward into the next phase. Mr. Hubbell stated that currently The Villages and the City of Ocala were both looking at developing the lower Floridan aquifer in their prospective areas. He said that Mr. Sullivan was currently discussing expansion of the Charles Black Facility with Citrus County. Mr. Damato asked for a time estimate for when alternative water supplies would need to be developed. Mr. Hubbell replied in approximately 20 years.

7. Executive Director's Report

a. Bills to be Paid

Mr. Sullivan provided a handout to the WRWSA detailing April 2011 bills, which totaled \$25,652.87. Mr. Sullivan requested the WRWSA approve the payment of those bills.

Following consideration, **a motion was made by Mr. Damato to approve payment of the April 2011 bills totaling \$25,652.87. The motion was seconded by Mr. Druzick and carried unanimously.**

b. Proposed Assessments FY 2011-12

Mr. Sullivan reviewed the proposed per capita assessments for FY 2011-12.

Following consideration, **a motion was made by Mr. Damato to approve the FY 2011-12 proposed per capita assessment of 19 cents. The motion was seconded by Ms. McNiff and carried unanimously.**

c. Correspondence

Mr. Sullivan reviewed the correspondence enclosed in the meeting handouts.

This item was presented for the Board's information; no action was required.

Mr. Sullivan stated Citrus County asked the WRWSA to open dialog with Floral City about possible development of the WRWSA site, since Floral City needed to move their well field location due to low water quality. Mr. Gary Judd, Floral City Water Association, clarified the location of the new well field and stated the move would be a transfer of the current permit without an increase of pumpage amounts. Mr. Damato read into the record the request he had made to the Citrus County Commission. After extensive conversation, it was determined it was not feasible to develop the WRWSA well field to supply Floral City due to cost of installing transmission lines. Mr. Al Grubman, TOO FAR, Inc., and Ms. Joyce Valentino, of Floral City, both expressed concerns about possible water transfer between counties.

Mr. Damato made a motion of no action. He withdrew his motion.

Following consideration, **a motion was made by Mr. Hoffman to refer this local issue to be handled by Citrus County. The motion was seconded by Mr. Druzick and carried unanimously.**

d. News Articles

Mr. Sullivan provided news articles on water supply issues relating to areas both regional and statewide.

This item was presented for the WRWSA's information; no action was required.

8. Legislative Update

Ms. Salz stated a list of current issues before the Legislature was included in the packet and a list of various Committees and the Legislative members participating on them. She reviewed the Governor's directive for all Water Management Districts (WMDs) to reduce their budgets by 25 percent, and she stated Senate Bill 2142 passed which set a cap on the ad valorem millage to be collected by WMDs. Ms. Salz stated the House Select Committee would have hearings during the summer on Water Policy. She handed out an outline of possible options for the future of the SWFWMD Basin Boards, which due to lack of appointments by the Governor would not be constituted in the near future, and would be discussed at the SWFWMD, May 24, 2011, Governing Board Meeting. Mr. Sullivan stated the closing of Basin Boards would affect cooperative funding, which could affect the WRWSA.

This item was presented for the Board's information; no action was required.

9. Attorney's Report

Mr. Haag stated he did not have any additional items to report to the WRWSA.

10. Other Business

None.

11. Public Comment

Ms. Valentino asked when the current contract would end for the Charles Black Facility. Mr. Sullivan stated it ended in 15 years. Ms. Valentino asked who owned the facility. Mr. Sullivan stated the WRWSA owned the facility. Ms. Valentino asked what the maximum amount could be pumped from the facility. Mr. Robert Knight stated currently approximately 5 million gallons per day (mgd) are pumped and the maximum amount is 15 mgd. However, he added, larger pipes would need to be installed to replace the current pipes in order to produce the maximum amount.

Glen Farmer, of Floral City, expressed he felt the Floral City well field should be placed in a commercial area.

12. Next Meeting Time and Location

Next meeting is scheduled for June 15, 2011 at 4:30 p.m., Withlacoochee Regional Planning Council Headquarters Conference Room, 1241 Southwest 10th Street (SR 200), Ocala, Florida 34474-0323.

13. Adjournment

Chairman McClain announced there was no further business or discussion to come before the Board and adjourned the meeting at 6:25 p.m.

Stan McClain, Chairman

Jackson E. Sullivan, Executive Director

**MEMORANDUM**

June 1, 2011

To: Board of Directors, WRWSA
From: Jack Sullivan, Executive Director, WRWSA
Re: 2011-12 FY Budget

Attached is the proposed FY 2011-12 budget for your review and approval. There is very little in the budget that is out of the ordinary. The flat economic conditions and growth within the region dictate a conservative approach to budget decisions. With the changes that are occurring with the Southwest Florida and St. Johns River WMDs executive departments and governing boards as well as with budget cutbacks for the Districts, cooperative funding projects in future years are not predictable. The projects we currently have with the SWFWMD are confirmed and funded.

Transition of Staff

One aspect of this year's budget that is different is the need for the Board to determine how it wishes to transition from my tenure as Executive Director to a new Director/staff. I would like to remain in this position through the 2011-12 fiscal year. However, during the year, I believe the Board should decide how it wants to structure its staff for the following year and how to transition from my tenure to the next. These decisions can be dealt with at a later time during the next year, but I have inserted some additional money in the budget for that transition.

Following, I will provide some background on each portion of the budget. For convenience, I have numbered the budget line items so that I may reference them.

Revenue

Revenue for the Authority is primarily from two sources: local assessments based on a per capita assessment paid by the four counties and the City of Ocala; and, money from the Charles A. Black Water Supply Facility in Citrus County. Local assessment revenue has remained flat using the 19¢ per capita rate. The change in assessment revenue for the region is \$93 (Line 7). Revenue from the amortization of the Charles A. Black facility increased by 2% or \$907 (Line 9). The remaining increase in revenue comes from cooperative funding for Regional Irrigation Audit Evaluation program that the Authority is undertaking with Citrus, Hernando, Marion Counties and The Villages. The Irrigation Audit Evaluation effort is a \$200,000, 3-year program to provide educational material and expertise to local residents on how to manage their irrigation systems. Matching funds bring in \$74,375 from SWFWMD and The Villages for this program (Lines 13 & 14).

Administrative Expenses

Administrative expenses are relatively unchanged from previous years. Most all the line items are based on actual usage or are contract amounts that are relatively static. There are two contract changes that I propose for the 2011-12 FY. First, I propose that the Board select a replacement for me as Executive Director during the latter portion of the fiscal year allowing some overlap between the new Director and me. I have allocated \$37,500 for this overlap (Line 24). The money amount is just a guess and could be supplemented if necessary through a budget amendment. Money is available from the Administrative reserves.

The second contract change is for Diane Salz, our Legislative Consultant. Diane has been writing press releases of the Board meetings except when she is in Legislative session and cannot attend the meeting. I believe this practice is appropriate for the Authority in order to get the work of the Board out to the public. I propose that she be reimbursed for this effort and I have included \$2,000 additional in her contract amount for this effort (Line 28).

All other amounts in the Administrative budget are based on actual usage and in fact result in an \$800 decrease in administrative expenses.

Water Supply Studies

These studies are focused primarily on water conservation and a continuation of the implementation of the recommendations emanating from the Phase II Planning and Implementation study completed and approved by the Board in April 2010.

Water Conservation: As occurred in the last two years, I have allocated \$130,000 toward local government water conservation grants. These grants are cooperatively funded on a 50%-50% basis with local governments. Generally, the Board has directed this money to the Citrus, Hernando and Marion County Water Conservation Coordination programs. However, given the past history of the program, grants may be made to other local governments for specific water conservation programs (Line 53).

In addition, the Authority should expend most of the \$200,000 Irrigation Audit Evaluation funding mentioned above. This program will have a follow-on evaluation in FY 2012-13 to determine the effectiveness of the irrigation evaluation and water conservation education program through the amount of water savings that occurred because of the program (Line 55).

Implementation of the Phase II Recommendations: Three programs comprise a continuation of the implementation of the Phase II Planning & Implementation study recommendations. First is the General Services contract. This contract provides for a variety of planning and engineering services to the Board to stay current and deal with issues associated with the Phase II recommendations (Line 51). In order to remain flexible and provide services that address issues as they come up, I recommend that this budget item be increased from \$25,000 to

\$50,000. That will require that we re-bid the services. My reason for moving in this direction is the fluid situation with the water management district's executive management and change in Governing Boards. I believe we need someone to help us sort through the issues as the Districts change under the new Governor. The issues are not completely definable at this point so I believe we need to provide additional time/budget to sort things out.

Second is a larger program to implement specific portions of the Phase II recommendations (Line 52). A general description of the approach to these studies is attached to this memorandum. However, again, we do not know the outcome of the current Phase II studies being conducted by Water Resource Associates. The results of those studies will provide me with a better outline of what studies we need to follow. I expect to prepare specific scopes of service for these follow-on studies between October 2011 and January 2012. However, I have provided a placeholder budget amount of \$75,000 to cover these Phase II studies for 2012.

Finally, a \$100,000 tri-party agreement study between SWFWMD, the Authority and The Villages to collect hydrogeologic information in the northern Sumter County area is being finalized and our remaining installment is \$10,000 (Line 54). This study occurred over a three-year period and was directed toward providing information helpful to developing a wellfield in northern Sumter County to provide water to The Villages and the City of Wildwood if necessary.

Fund Balances

At the end of FY 2011-12 the proposed budget shows that the Authority will have fund balances of approximately \$1,250,000. This amount is close to the target that I like to maintain for the Authority. Generally, I have tried to maintain \$200-\$300,000 in Administrative reserve and \$1,000,000 in Water Resource Development reserve. This allows the Authority significant flexibility in programs and matching funds for cooperative funding.

Narrative to Support the Inclusion of Water Supply Development Projects FY 2011 – 2012 - WRWSA

Consultant General Services Contract – Technical Support

This is an annual contract with a selected consultant to provide technical support to the WRWSA on a number of issues. These work items are issued on a work or task order basis and can involve a number of items related to Authority business including but not limited to:

- Attendance at various meetings representing the WRWSA;
- Attendance at WRWSA Board meetings to support the Executive Director;
- Support the WRWSA General Counsel and Legislative Consultant on Authority issues;
- Analysis of proposed MFLs or agency rules that potentially impact the planning of the WRWSA;
- Review of legislative bills and their impact on the WRWSA;
- To determine new water uses other than public supply as they might impact public water supply uses of the Authority;
- Track large public supply water users within the region (e.g. 30,000 gp month) to determine if such use will affect WRWSA planning efforts;
- Work with the Authority and Citrus County to develop alternatives to the current payment system for the Charles A. Black Water Supply Facility
- Help target the most cost effective demand reduction initiatives and Authority members that will be affected for District and Authority cooperative funding; and
- Other related activities approved by the Executive Director.

Regional Framework - Phase II implementation of Recommendations

The Regional Framework Initiative is an ongoing WRWSA project for FY 2010 – 2011. The objective of the “Initiative” is to ensure as member governments develop water supplies that the eventual consideration of the introduction of AWS is factored into their planning. As part of Phase II of the Authority’s water supply planning process, recommendations revolving around regional development of supplies were a key theme through the report. Out of this was the concept of developing a regional framework for the development of both traditional and alternative water supplies was developed and embraced by the Authority Board.

There have been a number of developments in water supply testing since the Phase II study was completed. Development of the Lower Floridan aquifer has provided an opportunity to develop AWS at a potentially lower cost than other alternatives such as surface water and desalinated water. Also collaboration between entities is proving to be beneficial both environmentally and economically.

We anticipate that a series of recommendations will evolve from the Initiative and that a scope of services to advance this Board priority will be developed for FY 2011-12 after the results of the FY 2010-11 Regional Framework work program recommendations are developed.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY Proposed 2011-12 FY Budget				Date of First Draft 5/31/2011	
4/1/2010 PopulationComments on Budget Change BEBR Est.			Annual Amounts (\$)	Rev/Exp Inc./.(Decr.) 11 vs 12 FYE	% Inc/Dec Rev/Exp 1 vs 12 FYE
Revenues: Administrative			FYE 10-1 (\$19/cap)		
Assessments:					
Citrus	142,202	r capita rate remains unchang	\$27,018	(\$78)	-0.28%
Hernando	165,569	r capita rate remains unchang	\$31,458	\$99	0.31%
Sumter	95,326	r capita rate remains unchang	\$18,112	(\$0)	0.00%
Marion (Less City of Ocala)	276,676	r capita rate remains unchang	\$52,568	\$158	0.29%
City of Ocala	54,141	r capita rate remains unchang	\$10,287	(\$87)	-0.80%
Total Population/Assessments @ 19¢/Capita	733,914	See Attachment 2 for detail	\$139,444	\$93	0%
Carry-over Reserve Funds (Est.)		See Attachment 1 for detail	\$497,512	\$313,416	113%
Overhead from Citrus Contract		Based on Citrus County contract	\$60,000	\$907	2%
Total Administrative Revenue Available			\$696,956	\$314,417	78%
Revenues: Water Supply Facility Development					
SWFWMD Matching Funds for Irrigation Audit Program		Per contract with SWFWMD	\$61,875	(\$38,125)	-17%
Villages Match for Irrigation Audit Program			\$12,500	\$0	
(SBA2) Carryover Reserve Funds (Est.)		See Attachment 1 for detail	\$940,530	(\$247,783)	-24%
(SBA2) Annual Citrus Amortization Pmts		See Attachment 2 for detail	\$163,587	\$0	0%
Total Water Supply Development Revenue Available			\$1,178,492	(\$309,908)	-20%
Total Revenues Available			\$1,875,448	\$3,509	0%
Expenditures:					
General Administration					
Executive Director		Based on Annual contract	\$100,000	\$0	0%
Overlap with new Executive Director		Estimate only	\$37,500	\$37,500	
Legal Services		Based on continuing contract	\$20,000	\$0	0%
Monthly Meetings @ \$500/meeting	\$6,000	No change			
Other Services @ \$150/hr.	\$14,000	No change			
Legislative Consultant		Add duty as Communication Director	\$42,000	\$2,000	5%
Advertising		Based on current usage	\$750	(\$250)	-25%
Audit		Based on CPI	\$8,500	\$0	0%
Bank Charges		Based on current usage	\$400	\$0	0%
Bookkeeping Services		Based on current usage	\$1,800	\$0	0%
Office Supplies		Based on current usage	\$1,500	\$0	0%
Postage		Based on current usage	\$2,000	\$500	28%
Printing and Reproduction		Based on current usage	\$500	(\$500)	-15%
Publications/Software		Based on current usage	\$250	(\$250)	-33%
Registrations/Dues		Based on current usage	\$500	(\$500)	-26%
State Fees/Assessments		Based on current usage	\$200	\$0	0%
Telephone		Based on current usage	\$4,250	\$0	0%
Travel		Based on current usage	\$14,000	\$0	0%
Web Page Maintenance		Based on current usage	\$1,100	\$200	13%
Internet Services		Based on current usage	\$1,800	\$0	0%
Subtotal - General Administration Expenditures			\$237,050	\$38,700	21%
Fund Balance for Admin. Reserves			\$459,906	\$275,717	125%
TOTAL ADMIN. EXPENDITURES and FUND E			\$696,956	\$314,417	78%
Water Supply Studies and Facilities					
General Services Contract - To Be Bid		This contract to be re-bid	\$50,000	\$25,000	100%
Implementation of Phase II Recommendations		Detailed Budget by January 2011	\$75,000	(\$57,000)	-23%
Local Government Water Supply Projects (11-12 FYE)		Based on action of BoD	\$130,000	\$100	0%
North Sumter Data Collection Program		Based on Contract w/ SWFWM	\$10,000	(\$15,000)	100%
Irrigation Audit Program (Carry-over grants from FYE 11 from LG grants & Villages + SWFWMD)			\$123,750	\$123,750	
Subtotal - Water Supply Studies and Facilities Expenditures			\$388,750	\$70,517	15%
Fund Balance for Water Supply Development			\$789,742	(\$381,425)	-33%
TOTAL WRDF EXPENDITURES and FUND BALANCE			\$1,178,492	(\$310,908)	-19%
Total Administration and WRDP Fund Balances at FYE			See Attachment 1 for detail \$1,249,648	\$28,663	1%

ATTACHMENT 1

ANALYSIS OF BEGINNING FUND BALANCES FY 2011 - 2012

ANALYSIS OF WATER RESOURCES DEVELOPMENT FUND BALANCE

4/30/11 WRDF Bal	\$1,012,268
Citrus Payments 5/11 - 9/11 @ \$13,632.25/month	\$68,161
Subtotal	\$1,080,430
Less: 10-11 FY Remaining Contract Balances:	
2010-11 Citrus Water Conservation program	\$45,000
2010-11 Hernando Water Conservation program	\$47,400
2010-11 Marion Water Conservation Program	\$37,500
North Sumter Data Collection	\$10,000
Subtotal	\$139,900
Total WRD Funds	\$940,530

ANALYSIS OF ADMINISTRATIVE FUND BALANCE

4/30/11 BALANCE	\$551,835
Admin from CAB WSF @ \$4,924.42/month	\$24,622
Less: May - Sept Avg. Admin Cost @ \$15789/mo.	-\$78,945
Total Administrative Funds	\$497,512

PROJECTED FUND BALANCES AT END OF FY

Total Fund Balances beginning of FY 2011:	\$1,438,042
Add: 2011-12 Revenues	\$437,406
Deduct 2011-12 Expenses:	<u>-\$625,800</u>
Projected Fund Balances at end of FY 2011-12:	<u>\$1,249,648</u>

ATTACHMENT 2

CALCULATION OF REVENUE FOR 2011-12 AND CALCULATION OF AMOUNT OF FUNDS NEEDED FROM RESERVES

<u>REVENUE</u>	<u>4/1/2010 POPULATION</u>	<u>Annual Amount</u>	<u>Sub-Totals</u>
LOCAL ASSESSMENTS @ 19¢ PER CAPITA			
Citrus	142,202	\$27,018	
Hernando	165,569	\$31,458	
Marion (Less Ocala)	276,676	\$52,568	
Ocala	54,141	\$10,287	
Sumter	95,326	\$18,112	\$139,444
CHARLES A. BLACK WATER SUPPLY FACILITY			
Amortization of Wellfield Cost		\$163,587	
Administrative Contribution		\$60,000	\$223,587
MATCHING CONTRIBUTIONS FOR STUDIES			
SWFWMD Match for Irrigation Audits + Admin		\$61,875	
Funds from Villages UD Irrigation Audit Program		\$12,500	\$74,375
TOTAL REVENUE FOR FY 2011-12			\$437,406
Less: 2011-12 Administration Expense			-\$237,050
Less: 2011-12 WRDF Cost			-\$388,750
Funds Required from WRWSA Reserves			-\$188,394

Prepared 5/23/11

**MEMORANDUM**

June 1, 2011

To: Board of Directors, WRWSA
From: Jack Sullivan, Executive Director, WRWSA
Re: Bid Awards and Contracts for Irrigation Audit Evaluation Program

On March 21, 2011, the Southwest Florida Water Management District for the benefit of the Withlacoochee Regional Water Supply Authority requested quotes for services for the WRWSA Irrigation Evaluation Program. The request was for two separate bids for irrigation audit and evaluation of residential sprinkler systems in the Withlacoochee River Basin and also in the Coastal River Basin. The third request was for administrative services to support, assist and manage the irrigation audit and evaluation program under the review of the Authority Executive Director. Three bids were received for each set of services. The submissions were reviewed and evaluated based on the requirements set forth in the bid documents and also based on an evaluation of the references provided by the bidders. Based on the review, the bidders were ranked as follows:

Irrigation Audits for the Withlacoochee River Basin

1. Eco Land Design, LLC
2. Ballenger and Company, Inc.
3. Atlantis Water Services, Inc.

Irrigation Audits for the Coastal Rivers Basin

1. Eco Land Design, LLC
2. Ballenger & Company, Inc.
3. Atlantis Water Services, Inc.

Administrative Services

1. Nancy Smith
2. Water Resource Associates
3. Ballenger & Company, Inc.

Tallahassee:

1107 Shalimar Drive
Tallahassee, FL 32312

(850) 385-0220 Fax (380) 385-0223
jesull@comcast.net

Brooksville:

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Brooksville, FL 34604

(352) 796-4970 Fax (352) 754-6874
jesull@comcast.net

I recommend that the Administrative Services contract be awarded to Nancy Smith, AICP Inc. Ms. Smith's resume is attached to this memorandum. I recommend awarding her this contract because:

- She meets all of the experience requirements;
- Her references support her ability to complete the work we have set forth in our bid documents;
- Ms. Smith meets the requirements for a Minority Business Enterprise in that her firm is owned by a woman; and
- Her business is located within the region.

I recommend that Eco Land Design, owned by Jack Overdorff be awarded the Irrigation Audit Evaluation contract. A copy of Mr. Overdorff's resume is attached to this memorandum. I recommend awarding this contract to Eco Land Design because:

- His firm meets all of the experience requirements of the bid documents;
- Mr. Overdorff has worked extensively with government agencies doing the exact same work we are requesting;
- Mr. Overdorff's references support that he has experience in irrigation auditing;
- Each reference gave Mr. Overdorff very high marks for competence and thoroughness in his work;
- He has always completed his work within the budget negotiated in his contracts.

I have provided my evaluation sheets for each firm in the attachments. Although I have not provided it for the Board, I have my interview sheets with each bidder's references and my evaluation of those references relative to the Irrigation Audit Evaluation work program. If the Board desires to review that information, I can make it available to you.

ANNOUNCEMENT OF BID RANKING

On March 21, 2011, the Southwest Florida Water Management District for the benefit of the Withlacoochee Regional Water Supply Authority requested quotes for services for the WRWSA Irrigation Evaluation Program. The request was for two separate bids for irrigation audit and evaluation of residential sprinkler systems in the Withlacoochee River Basin and also in the Coastal River Basin. The third request was for administrative services to support, assist and manage the irrigation audit and evaluation program under the review of the Authority Executive Director.

Three bids were received for each set of services. The submissions were reviewed and evaluated based on the requirements set forth in the bid documents and also based on an evaluation of the references provided by the bidders. Based on the review, the bidders were ranked as follows:

Irrigation Audits for the Withlacoochee River Basin

1. Eco Land Design, LLC
2. Ballenger and Company, Inc.
3. Atlantis Water Services, Inc.

Irrigation Audits for the Coastal Rivers Basin

1. Eco Land Design, LLC
2. Ballenger & Company, Inc.
3. Atlantis Water Services, Inc.

Administrative Services

1. Nancy Smith
2. Water Resource Associates
3. Ballenger & Company, Inc.

The ranking of bidders will be presented to the WRWSA Board of Directors at its meeting on **June 15, 2011, 4:30 p.m.** at the **Withlacoochee Regional Planning Council (WRPC) Headquarters Conference Room, 1241 SW 10th Street (SR 200), Ocala, Florida 34474-0323**. The agenda, Board Package and location map of the WRPC headquarters will be posted on the Authority's web page (www.wrwsa.org) by June 10, 2011. If further information is required, contact Jack Sullivan at (850) 385-0220 or e-mail at jesull@comcast.net.

IRRIGATION AUDIT PROGRAM ADMINISTRATION

Requirements - Irrigation Audit Program Administration					Nancy Smith	Water Resource	Ballenger & Company	
1	Service office in Florida		✓	✓			✓	1
2	Physical address and telephone number		✓	✓			✓	2
3	Registered to do business in Florida		✓	✓			✓	3
4	3 references to verify qualifications.		3	3			3	4
5	Evidence of insurance coverage		✓	✓			Unresponsive	5
6	Carry Worker's Comp.		Exempt	✓			Unresponsive	6
7	Bids:							7
8	Task 1 - Manage, schedule, market program		\$10,000	\$10,000			\$10,000	8
9	Task 2 - Process pmts to auditors and submit invoices to District		\$10,000	\$10,000			\$10,000	9
10	Task 3 - Manage Excel Data Base, complete final report of progr:		\$10,000	\$10,000			\$10,000	10
11	Two yrs. Supervisory experience and management on similar projects:		✓	✓			✓	11
13	Provide office space and computer with WORD, Excel		✓	✓			✓	13
14	Have applicable licenses and permits to perform scope of service:		✓	✓			✓	14
15	Minority Business Enterprise		✓	X			X	15
16	Local Business Enterprise within Withlacoochee Region		✓	X			X	16
17	Addenda must be acknowledged		✓	✓			✓	17

RANKING BASED ON APPLICATION & REFERENCES

1 2 3

Recommend Bid Award to Nancy Smith based on:

- Meets all of the experience requirements
- Good references
- Local business enterprise - located in Citrus County
- Minority Business Enterprise - Woman owned business

NANCY H. SMITH, AICP

Nancy H. Smith Inc.

Phone: (352) 586-0661

nsmithnhs@aol.com

PROFESSIONAL EXPERIENCE

2005 – Present Independent Planning Consultant

- **Comprehensive Plan Amendments, per Chapter 163, Florida Statutes**
 - EAR-Based Comprehensive Plan Amendment, Crystal River, Florida, 2010-2011
 - Planning Consultant to City of Crystal River, 2009-2010
 - EAR-Based Comprehensive Plan Amendment, Longwood, Florida, 2009
 - Water Supply Facilities Work Plan, 08-RWSP-1, Longwood, Florida
 - EAR-based amendments for Belleair Shore, Kenneth City, and Redington Beach, FL
 - Dunnellon, Florida, CPA 08-02: Intergovernmental Coordination Element
 - Cedar Key, Florida: Historic Preservation, Housing and Intergovernmental Coordination elements.
 - Wekiva Study Area, Wastewater Treatment, Longwood, Florida, CPA 01-06
 - Wekiva Study Area, Longwood, Florida WSA 05-01 (DCA 05WSA-1)
 - Future Land Use Element, Lynn Haven, Florida
- **Evaluation and Appraisal Reports, per s. 163.3191, Florida Statutes**
 - Lady Lake, Belleair Shore, Belleair Bluffs, Kenneth City, Indian Shores, Redington Shores, Redington Beach, and Longwood. Assisted with reports for Belleair, Largo, Madeira Beach, and Crystal River.
- **Unified Land Development Codes, associate**
 - Lowndes County, Georgia
 - Lynn Haven, Florida
- **Land Development Regulations**
 - Dunnellon, Florida: Reorganization of Land Development Code
 - Dunnellon, Florida: Ordinance preparation for Zoning Districts, Neighborhood Business Residential Design Standards, Conservation Subdivisions, Commercial Design Standards, and Revisions to Supplemental Standards
 - Traditional Neighborhood Development regulations, Lynn Haven, Florida
- **Pilot Springs Protection Initiative program, Department of Community Affairs. Prepared plan amendments and land development regulations for Wakulla, Levy, and Citrus counties.**
- **Comprehensive plans and water supply facilities work plans review, St. Johns River Water Management District, 2007**

2002-2005 Planner, City of Crystal River, Florida

- Administered the Land Development Code through site plan review, permit review, requests for information, and zoning verification.
- Prepared and presented staff reports on variances, special exceptions, site plans, zoning amendments, and Comprehensive Plan amendments to the Zoning Board of Adjustments and Appeals and the Parks, Planning and Zoning Commission and served as primary staff support to both boards.
- Coordinated major reorganization to the Land Development Code, including consistency with the Comprehensive Plan.
- Prepared and presented other reports and recommendations to local boards and to City Council.

- Completed a major land use map amendment to the Comprehensive Plan in 2003.

1990 - 1994 Assistant Planning Director, City of Ocala, Florida

- Supervised staff of 12 under the direction of the Director.
- Responsible for the preparation of the City's Comprehensive Plan, adopted May 1992.
- Supervised revision of Land Development Regulations, adopted in 1993.
- Prepared annual budget for the office, served on inter-city committees and handled numerous administrative details, supervised staff of 12 and assisted in policy development for the office.
- Participated in the interviewing, selection and hiring process for office staff and consultant selection.
- Administered contracts for planning services.

1987 -1990 Senior Planner, City of Ocala, Florida

- Reviewed site development plans.
- Wrote land development regulations including zero lot line, sidewalk and planned unit developments.
- Prepared staff reports on rezoning, land use amendments and changes to Developments of Regional Impact.

1984 -1987 Planner and Senior Planner, Board of County Commissioners, Marion County, Florida

- Responsible for long-range planning and comprehensive plan; responsible for planning department activities in the absence of the Planning Director.
- Prepared annual data on County development activities.
- Supervised historic, archaeological and architectural survey of Marion County including contract administration and served as staff liaison between the Marion County Historical Commission and the BOCC.

1983 - 1984 Associate Planner, J.E. Sullivan & Associates, Ocala, Florida

- Revised subdivision regulations, Oldsmar, FL
- Assisted in preparing the Citrus County Comprehensive Plan, Citrus County, FL
- Handled administrative details for the Withlacoochee Regional Water Supply Authority.

AFFILIATIONS

American Institute of Certified Planners
American Planning Association
American Planning Association, Florida

EDUCATION

Master of Science in Planning, University of Tennessee, Knoxville
B.A. History, Western Kentucky University, Bowling Green, Ky.

PUBLIC SERVICE

Citrus County Affordable Housing Advisory Committee, September 2008 – present

IRRIGATION AUDIT EVALUATION PROGRAM

IRRIGATION AUDITOR

Requirements - Irrigation Audit Evaluation Program				Eco Land Design	Ballenger & Company	Atlantis Water Service
1	Service office in Florida			✓	✓	✓
2	Physical address and telephone number			✓	✓	✓
3	Registered to do business in Florida			✓	✓	✓
4	3 references to verify qualifications.			3	3	3
5	Evidence of insurance coverage			✓	✓	X
6	Carry Worker's Comp.			Exempt	Unresponsive	Unresponsive
7	Min. 5 yrs experience designer and installer of irrigation systems			✓	✓	✓
8	Hold a FIS level Landscape Irrigation Auditors certificate; or			✓		Not Provided ¹
9	EPA Water Sense Partnership; or					
10	Irrigation Association Landscape Irrigation Auditors certification				✓	
11	Two yrs. Supervisory experience and management on similar projec			✓	✓	Exp. Unverified ¹
12	Provide a current list of employees participating in the program.			✓	✓	Unresponsive
13	Provide office space and computer with WORD, Excel			✓	✓	✓
14	Have applicable licenses and permits to perform scope of service			✓	✓	Unresponsive
15	Price for the Evaluation Audit Report and RainSensor installation			\$435	\$560	\$140
16	Price for one follow-up/implementation meeting			\$100	\$100	\$65
17	Addenda must be acknowledged			✓	✓	✓

Total Cost if all 250 audits are prepared:

\$133,750

\$165,000

\$51,250

RANKING BASED ON APPLICATION & REFERENCES

1

2

3

Note 1 - John Pruitt passed the Florida Certified Irrigation Auditors class on April 15, 2011, but did not provide evidence of his certification in his submission.

Note 2 - Contact with Atlantis references did not support that he had provided services to prepare irrigation audit reports to clients for the purpose of increasing water efficiency. In addition, all work was prior to his irrigation auditor certification.

Bid Award Recommendation: Eco Land Design based on:

Meets all of the experience requirements, including extensive work with governmental agencies



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Section A- Experience & Qualifications (Continued)

h. Resumes of Key Staff:

JACK B. OVERDORFF RESUME

SPECIFIC WORK EXPERIENCE/KNOWLEDGE

- City of St. Petersburg Residential and Commercial Irrigation Evaluator
- SWFWMD Landscape Specialist in Water Conservation Irrigation Techniques
- City of Tampa Residential and Commercial Irrigation Evaluator/Florida Friendly Landscape Outreach Program Liaison
- Citrus County Irrigation Evaluator
- Author of Westchase Community Florida Friendly Landscape Design Guidelines
- Author/Administrator for the Lake Brandon Residential & Commercial Design Guidelines
- Author of Centex Homes Performance Maintenance Specification
- Author of Plant Guide for Residential and Commercial Properties for Centex Homes
- Experienced with Private Residences, HOA's, CDD's & Condominium Associations
- Lead Designer for template Lot Designs, Beazer Homes Multi-family units
- Designer for Centex Homes Model Homes utilizing Florida Friendly Landscape practices
- Westchase West Park Village Parks designer & Street Trees
- Westfield Homes/Standard Pacific Landscape Architect Designer
- Cypresswood Community HOA Landscape Architect Liaison
- Terrace River Community Architectural & Landscape Advisor
- Landscape Architect/Designer for Magnolia Park, Triple Creek & Stonebrier Communities
- Taylor Morrison Landscape Arch./Manager, Irrigation Hardscape and Amenities at Ladera
- Crosland Development Landscape Architect Designer for Oak Creek & Chaple Creek
- Metro Development Landscape Architect for Silverado
- Author of FDOT Aesthetic Design Guidelines for Tampa Interstate Improvements
- Experience with commercial and mixed-use developments
- Recreation and sports facilities planning, design & maintenance
- Training in Native plants and Florida Plants Grades and Standards
- Extensive Site/Landscape/Hardscape Construction Knowledge
- Landscape Maintenance Knowledge and Best Management Practices
- Trained by Hunter Industries and the Rainbird Corporation

PROFESSIONAL REGISTRATIONS & PROFESSIONAL ORGANIZATIONS

- State of Florida Registered Landscape Arch. #1543, Nov. 1995
- Florida Certified Irrigation Water Auditor, 2009
- Florida Water Star Certified Designer, 2010
- Real Estate Investment Council (REIC)-Past Member
- International Council of Shopping Centers (ICSC)-Past Member
- Urban Land Institute Corp. Member (ULI) -Past Member
- National Assoc. of Industrial/Office Prof. (NAIOP) -Past Member

EDUCATION

West Virginia University, 1990, Bachelors of Science Landscape Architect, Cum Laude



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Section A- Experience & Qualifications (Continued)

ECO-LAND DESIGN & FREELANCE CONSULTING, TAMPA, FLORIDA –
PROJECT MANAGEMENT, DESIGN & CONSTRUCTION SERVICES

Owner/Operator, November 2008 to Current

- Managing residential & commercial projects (up to \$150k Dollars in size) including design & construction
- Responsible for coordination of permitting
- Water Management District & municipal contract employee for residential & commercial property water conservation and landscape analysis including Community HOA/CDD associations
- Construction services, negotiations, bidding & cost estimating

GENESIS GROUP, TAMPA, FLORIDA – MULTIDISCIPLINARY PUBLIC AND PRIVATE
SECTOR PLANNING/ENGINEERING FIRM

Mgr. of Landscape Architecture Studio, January 2006 to November 2008

- Managing large and small scale projects (up to \$50M Dollars in size)
- Responsible for daily operations, staffing, mentoring
- Conceptual land planning/master planning, entitlement allocation
- Sub-consultant coordination, budget/scheduling control
- Management of construction docs., permitting (site, landscape, hardscape, irrigation)
- Management of construction admin., cost est., bidding and inspections for public & private projects
- Marketing/Sales/Business Dev., proposal preparation, presentations
-

HILLS & ASSOCIATE TAMPA, FLORIDA – MULTIDISCIPLINARY PRIVATE SECTOR
DESIGN FIRM

Manager of Landscape Architecture, January 2005 to January 2006

- Managing large and small scale projects (up to \$1M Dollars in size)
- Responsible for group marketing & staff development
- Conceptual land planning/master planning (residential & commercial)
- Management of sub-consultants
- Preparation and management of construction docs., permitting (site, landscape, hardscape, irrigation)
- Construction administration, cost estimating, bidding and inspections
- Client Management/Sale/Business Dev., proposal preparation
-

GENESIS GROUP, TAMPA, FLORIDA – MULTIDISCIPLINARY PUBLIC AND PRIVATE
SECTOR PLANNING/ENGINEERING FIRM

Senior Landscape Arch. Production Mgr., August 2002 to January 2005

- Managing large and small scale projects (up to \$5M Dollars in size)
- Development of land planning documents/master planning (public & private projects)
- Preparation of construction docs., permitting (site, landscape, hardscape, irrigation)
- Construction administration, cost estimating, bidding and inspections/evaluations
- Proposal preparation, presentations



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Section A- Experience & Qualifications (Continued)

SIMON PROPERTY GROUP/DPMI, YOUNGSTOWN, OHIO – COMMERCIAL PROPERTY DEVELOPER, NATIONWIDE

Landscape Architecture Manager, April 1999 to August 2002

- Managing of LA services nationwide (up to \$3M Dollars in size)
- Owners rep. responsible for project scheduling, budget control, contractor performance & design
- Management of conceptual planning (interior and exterior spaces)
- Development and management of construction documents, permitting (landscape, hardscape, irrigation)
- Inspection/evaluations for existing property landscape and irrigation systems

URS CORP., TAMPA, FLORIDA – MULTIDISCIPLINARY PUBLIC AND PRIVATE SECTOR ARCHITECTURAL/ENGINEERING FIRM

Project Landscape Architect, October 1993 to March 1999

- Production of large and small scale projects (up to \$100M in size)
- Conceptual land planning/master planning, feasibility studies
- Construction docs., (site, landscape, hardscape, irrigation)
- Construction administration, cost estimating, bidding and inspections for public and private projects
- Florida Turnpike Field Landscape Architect in charge of overseeing Landscape and Irrigation system installations and performing system evaluations/testing



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Section A- Experience & Qualifications (Continued)

b. Company Federal Employer Identification Number: 45-1594760

c. Location of Office Serving the Account:

ECO-Land Design
7615 Terrace River Drive
Tampa, FL 33637
Office Phone Number: (813) 988-0804
Fax Number: (813) 988-0804
Cell Phone Number: (813) 466-8705
E-mail: ecolandfl@gmail.com, ecolandfl@gmail.com

d. Number of Employees: 2

Jack Overdorff, RLA, Certified Irrigation Auditor

Tom Dechant, Auditor in Training (may participate in the program following FIS Certification)

e. Point Of Contact: Jack Overdorff, RLA
Account Manager 7615 Terrace River Drive
Tampa, FL 33637
Ph: (813) 988-0804
Cellular: (813) 466-8705
Fax: (813) 988-8705
Email: ecolandfl@gmail.com, tjover1@yahoo.com

f. Company background:

Jack Overdorff, RLA, founder of ECO-Land Design has over 20 years of experience encompassing a broad range of specific landscape and irrigation based expertise. Jack's background includes working in a family owned nursery/landscape design-build business, work as a consultant for both public and private entities and work as a private developer representative. Additionally, Mr. Overdorff holds a Bachelors Degree in Landscape Architecture and graduated Cum Laude. He is also a Certified Irrigation Auditor by the Florida Irrigation Society and is working directly with the Southwest Florida Water Management District/Florida Yards and Neighborhoods program as an Irrigation Auditor/Landscape Specialist as well as Managing the City of St. Petersburg & the City of Tampa Sensible Sprinkler Programs and assisting other government entities in their water conservation efforts. His knowledge in understanding how to implement effective and creative solutions utilizing Florida Friendly Landscape principles with water saving irrigation techniques has proved to be a great asset in the evaluations of both residential and commercial properties throughout west central Florida. Additionally, Mr. Overdorff's knowledge of bringing a project from initial inspection thru implementation of



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Section A- Experience & Qualifications (Continued)

recommended adjustments and his ability to address maintenance issues in the process is extremely valuable in communicating to your audiences, water saving solutions that have been tried, tested and provide direct cost savings to owners, developers and contractors. While the attraction of saving water may not be enough to lure property owners into doing the "Right Thing" for the environment, providing real cost saving methods that work will definitely garner their attention.

Mr. Overdorff's knowledge of proper up-front site planning, soils investigations, plant selection, design, low impact development/construction techniques and maintenance are all issues that can directly impact water quality and quantity being used for each project. Jack also has been involved in assessing existing residential homes and commercial projects, developing a plan/program for clients to follow in order to effectively reduce impacts to the environment from improper maintenance techniques and scheduling, inappropriate plant selection, and identifying irrigation inefficiencies.

Mr. Overdorff has supervised, designed, built and inspected countless irrigation systems (both conventional and low volume) and promotes the design of systems that are designed in conjunction with landscape improvements so that water distribution is based on the plant needs. Developing an appropriate plant selection and grouping of plants with similar water needs is vital to this process. He has also worked directly with many municipalities in developing workable water saving solutions for irrigation systems that meet current code requirements.

Mr. Overdorff is also experienced with community participation/outreach through hosting neighborhood meetings, providing educational workshops on appropriate irrigation maintenance and participating in workshops and public hearings for municipalities and State agencies. Jack has lead and participated in many such informational meetings on numerous projects, including the City of St. Petersburg Florida Style Landscaping, St. Petersburg Central Avenue improvements, I-275 renovations through the Westshore Business District, Tampa Urban Design Guidelines, City of Tampa irrigation workshops, public address communications and promotional events.

As an example of Mr Overdorff's experience in appropriate plant selection, he was manager of a comprehensive plant selection catalogue that provides commercial developers a basis for the design parameters of all landscaping plans for their projects. This catalogue is used today as a source of information for designers on plant identification, size at maturity, application, and general use on their projects. The catalogue was also developed by the use of WATERWISE for Florida Landscapes distributed by the SWFWMD. Plants were selected based on durability during severe droughts, appropriate applications, and appearance for community developments in the central west coast of Florida region. This document also provides developers the ability to increase water efficiency throughout all of their communities with the



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Section A- Experience & Qualifications (Continued)

use of similar plants and plants that require less water and have similar water needs. This process of designing with plants of like water needs provides a sound basis for the development of a very efficient irrigation system that can be tailored to the plants needs and reduce potential overwatering.

g. List of Projects Similar in Nature (Past 3 Years):

- City of St. Petersburg Sensible sprinkler Program
(Residential, Commercial & Multi-Family)
- City of Tampa Sensible Sprinkler Program
(Residential, Commercial & Multi-Family)
- SWFWMD District-Wide Irrigation Audit Services
(Condominium & Community Associations)
- SWFWMD Irrigation Audit Services
(Residential -Sumter, Polk, Charlotte Counties)
- Citrus County Irrigation Audit Services
(Residential customers)
- Golf Villas Irrigation Audit/Evaluation
(Multi-Family Irrigation Audit Services. Polk County)
- Cypresswood Community Association, Polk County
(Residential Association irrigation Audit Services, Polk County)
- Stonewater Community Association, Polk County
(Multi-Family Irrigation Audit Services. Polk County)

AGREEMENT
BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND
NANCY H. SMITH, INC.
FOR
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REGIONAL IRRIGATION
EVALUATION PROGRAM (N278)

THIS AGREEMENT is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose address is 1107 Shalimar Drive, Tallahassee FL 32312, hereinafter collectively referred to as the "WRWSA," and NANCY H. SMITH, INC., a private corporation whose address is 90 N. Hedrick Avenue, Lecanto, Florida 34461, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the WRWSA 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 WRWSA; and

WHEREAS, the WRWSA 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 WRWSA to the CONTRACTOR for services rendered.

NOW THEREFORE, the WRWSA and the CONTRACTOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The CONTRACTOR will perform as an Independent Contractor and not as an employee, representative or agent of the WRWSA.
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, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the WRWSA: Jackson E. Sullivan
Project Manager for the CONTRACTOR: Nancy H. Smith

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

3. SCOPE OF WORK. Upon receipt of written notice to proceed from the WRWSA, the CONTRACTOR agrees to perform the services necessary to complete the PROJECT in

accordance with the Scope of Work set forth in Exhibit "A." Any changes to the Scope of Work and associated costs must be mutually agreed to in a formal written amendment approved by the WRWSA and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation.

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

4. COMPENSATION. For satisfactory completion of the PROJECT, the WRWSA agrees to pay the CONTRACTOR an amount not to exceed Thirty Thousand Dollars (\$30,000). Payment will be made to the CONTRACTOR in accordance with the Budget set forth in Exhibit "A" - Budget 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 WRWSA electronically at jesull@comcast.net, or at the following address:

Jackson Sullivan, Executive Director
Withlacoochee RWSA
1107 Shalimar Drive
Tallahassee, FL 32312

- 4.1 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) for reimbursement from SWFWMD the Authority shall include copies of the Authority's check to CONTRACTOR or the Authority's "Bills to be Paid" authorizing the payment to CONTRACTOR; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) WRWSA'S Project Manager; (7) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the performance schedule in Paragraph 2 – Background, Exhibit A (details must include any deficiencies and the recovery actions completed and planned); and (8) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion including basin location of audit. Invoices that do not conform with this paragraph will not be considered a proper invoice.

- 4.2 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 between the WRWSA and Nancy H. Smith, Inc. (Agreement No. WRWSA 2011-1), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 4.3 The WRWSA 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 WRWSA. The WRWSA may set off any liability or other obligation of the CONTRACTOR or its affiliates to the WRWSA against any payments due the CONTRACTOR under any contract with the WRWSA.

4.4 The WRWSA'S performance and payment pursuant to this Agreement are contingent upon the WRWSA'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.

5. CONTRACT PERIOD. This Agreement will be effective upon execution by all parties and will remain in effect through February 28, 2014, unless terminated, pursuant to Paragraph 11 or 12 below, or as amended in writing by the parties.
6. PROJECT RECORDS AND DOCUMENTS. The CONTRACTOR, upon request, will permit the WRWSA 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.
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 WRWSA funds or developed in connection with this Agreement will be and will remain the property of the WRWSA.
8. REPORTS. The CONTRACTOR will provide the WRWSA with any and all reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the WRWSA as Record and Library copies.
9. INDEMNIFICATION. The CONTRACTOR agrees to defend, indemnify and hold harmless the WRWSA and all WRWSA agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by 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 this Agreement.
10. INSURANCE REQUIREMENT. The CONTRACTOR must 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 WRWSA has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the WRWSA Agreement Number and Project Manager.
 - 10.1 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 limit and coverage:

\$1,000,000 per occurrence
 - 10.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

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

10.3 The WRWSA and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the WRWSA'S interests arising from this Agreement.

10.4 CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If CONTRACTOR does not carry workers' compensation coverage, CONTRACTOR must submit to the WRWSA 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.

10.5 CONTRACTOR agrees to indemnify WRWSA against all professional liabilities.

10.6 CONTRACTOR must notify the WRWSA in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the WRWSA within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.

10.7 The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the WRWSA that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.

11. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the WRWSA without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10th) 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 WRWSA 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.

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 executory 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 WRWSA to terminate this Agreement as set forth above. If, after termination by the WRWSA, 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 WRWSA. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

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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.
17. REMEDIES. Unless specifically waived by the WRWSA, 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 WRWSA, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the CONTRACTOR. Additionally, the WRWSA 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 WRWSA'S waiver of any of the CONTRACTOR'S obligations will not be construed as the WRWSA'S waiver of any other obligations of the CONTRACTOR.
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 WRWSA'S sovereign immunity or extend the WRWSA'S liability beyond the limits established in Section 768.28, F.S.
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24. ENTIRE AGREEMENT. This Agreement and the attached Exhibit listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
25. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" - Scope of Work/Budget

The remainder of this page left blank intentionally.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

By: _____
Mr. Stan McClain, Chair Date

By: _____
Nancy H. Smith, AICP Date

EXHIBIT "A"

SCOPE OF WORK

Page 7 of 11

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY IRRIGATION
EVALUATION PROGRAM (N278)

NARRATIVE:

The AUTHORITY is proposing an outdoor water conservation education and irrigation evaluation PROJECT that will educate potable; water customers on specific irrigation system modifications that could maximize water savings through efficiency. The PROJECT will focus on providing customers the understanding of how their individual irrigation system can be modified to maximize water saving through efficiency. PROJECT participants will receive an irrigation system evaluation, site-specific recommendations, rain sensor installation if an operable sensor is not present and Florida-friendly landscaping educational materials. The PROJECT includes funds to cover the costs associated with utilizing a contractor to administer the program and funds to cover the administrative office duties of the AUTHORITY.

TYPE OF PROJECT:

This PROJECT expects to perform approximately 250 irrigation system evaluations with follow-up meetings at no cost to the customer. The PROJECT includes separate administrative services to support the irrigation system auditor and WRWSA as required.

PROJECT OBJECTIVE:

The AUTHORITY has identified the following objectives in order to reduce the current and future demands for potable water:

- Evaluate single-family residential irrigation systems for efficiency improvements
- Install rain sensors where an operable sensor is not present
- Provide water conservation information to encourage other conservation practices.

SCOPE AND SPECIFICATIONS

1. **INTENT.** The Withlacoochee Regional Water Supply Authority (WRWSA) is interested in entering into an agreement with a qualified contractor to administer and manage an outdoor water conservation irrigation evaluation project referred to as the Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program (N278). The Contractor will provide day-to-day administrative services related to the project including, but not limited to, all communications involving the District, participants and the irrigation auditors; invoice reimbursement submittals; evaluation appointment taking; the tracking of project savings, marketing of the program and the development of a final project report. This program is a partnership with the Coastal Rivers and Withlacoochee River Basin Boards of the Southwest Florida Water Management District through their Cooperative Funding Initiatives Program.
2. **BACKGROUND.** This program is intended to be a multi-faceted educational and outreach program in tandem with an outdoor water conservation project for water customers of Hernando, Citrus and Marion County utilities as well as the Villages of Sumter County. The irrigation evaluation phase of the program will end by August 1,

2012. The savings analysis/follow-up portion of the program will end by September 30, 2013. The administrative portion of the project will occur from contract execution to potentially February 28, 2014.

3. **PROJECT DESCRIPTION** The project is designed for customers of potable water to become knowledgeable about how their individual irrigation systems can be modified to maximize water savings through efficiency. The administrative contractor will provide administrative support to the program. The WRWSA Irrigation Evaluation Program is designed to create water savings by:
 - a. Identifying inefficiencies and recommending modifications by performing irrigation evaluations.
 - b. Disseminating education 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. Following up evaluations to measure and assist with implementation of efficiency recommendations.
4. **PROJECT OBJECTIVES** The WRWSA Irrigation Evaluation Program proposes the following project objectives to reduce outdoor water use of participants:
 - a. Increase utility customers 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. Determine water usage from each location prior to evaluation and monitor implementation of any recommendations for a period of one (1) year following the irrigation system evaluation.
5. **CONTRACTOR DUTIES.** At a minimum, the Contractor shall:
Perform day-to-day tasks related to the administration of the project, including, but not limited to:
 - a. Communication between the irrigation auditors, the project participants, the local government representatives, the District and the WRWSA.
 - b. The processing of WRWSA payment to the irrigation auditors for services rendered.
 - c. The submittal of approved project-related invoices to the District for 50% reimbursal.
 - d. The scheduling of irrigation evaluations as needed.
 - e. The management of a water savings database relative to the estimated savings identified in each evaluation
 - f. The calculation of actual water savings identified one-year after the evaluation has been completed.
 - g. Assistance with marketing and promotion of the project.
 - h. Assistance in the collection and distribution of educational materials related to the project.

- 6. CONTRACTOR REQUIREMENTS.** At a minimum, the Contractor shall:
- Have two (2) years experience in the daily duties related to the administration of projects including computer, organizational and communication skills.
 - Be proficient in the use of Microsoft Office, most specifically MS Word, Excel and Outlook.
 - Be available to work a minimum of 4 hours per day/5 days per week
 - Have their own transportation to and from work for all required shifts.
 - Have company identification visible at all times including, but not limited to, an identification badge at all times while performing work for the WRWSA
 - Commence work within thirty (30) days from the date of award of the contract.
- 7. CONTRACTOR RESPONSIBILITIES.** The administrative responsibilities shall include the following:
- Perform required written, phone and electronic communication duties required in the day to day project operations
 - Assist irrigation auditors with appointment management
 - The issuance of WRWSA payment to the Irrigation Auditors for services rendered.
 - The routing of all produced materials (reports, appointment lists, etc.) to all involved parties, including the Executive Director of the WRWSA, the District Project Manager and the contracted irrigation auditors.
 - The submittal of WRWSA-paid Irrigation Auditors invoices to the District for 50% reimbursement to the WRWSA.
 - The production of a draft and edited final report detailing the entire project upon project completion
 - Any additional project-related duties as determined by either the Executive Director of the WRWSA or the District project manager.
- 8. QUALITY OF WORK.** The exact amount of administrative hours to be performed is estimated and actual hours will be dependent on several factors, including the number of water customers who volunteer to participate, project funding, and the selected Administrative Contractor's costs. Accordingly the WRWSA cannot guarantee a minimum quantity of work. Based on estimates of the above factors, the total number of evaluations is expected to be up to 4 hours per day, 5 days per week. Payment for services is based on a specified cost per task as detailed in Exhibit "A" Budget.

EXHIBIT "A" **BUDGET**

PROJECT BUDGET (As determined by RFQ 11-1105)

TASK	DUTIES	COST
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1	<ul style="list-style-type: none"> • Support communication between irrigation auditors, project participants, local governments, the District and the WRWSA. • Manage the scheduling of irrigation evaluation appointments. • Assist with the marketing of the program as needed. • Assist with the collection and distribution of educational materials related to the project. 	\$10,000
2	<ul style="list-style-type: none"> • Assist with the processing of WRWSA payment to the irrigation auditors for services rendered. • Assist in the submittal of project related invoices to the District for 50% reimbursal 	\$10,000
3	<ul style="list-style-type: none"> • Manage an Excel database of participants that includes service address, date of evaluation, customer name, phone number, utility account number (if applicable), service meter number, 1 year of monthly pre-evaluation metered water use and 1 year of monthly post-evaluation metered water use. • Complete a project ending draft and final report that details the project's specifics including, but not limited to: A description of the objectives and methods used, sample evaluation reports, total number of audits completed and number of evaluations completed per funding basin, cost per funding basin, water savings per funding basin, number of evaluations completed per local government, cost per local government, water savings per local government, overall project cost and water savings, implementation rates for efficiency recommendations, copies of all marketing materials including articles and press releases. 	\$10,000
TOTAL:		\$30,000

AGREEMENT
BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND
ECO LAND DESIGN, LLC
FOR THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REGIONAL IRRIGATION
EVALUATION PROGRAM (N278)

THIS AGREEMENT is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose address is 1107 Shalimar Drive, Tallahassee, FL 32312, hereinafter collectively referred to as the "WRWSA," and ECO LAND DESIGN, LLC, a private corporation, whose address is 7615 Terrace River Drive, Tampa, Florida 33637, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the WRWSA 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 WRWSA; and

WHEREAS, the WRWSA 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 WRWSA to the CONTRACTOR for services rendered.

NOW THEREFORE, the WRWSA and the CONTRACTOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The CONTRACTOR will perform as an Independent Contractor and not as an employee, representative or agent of the WRWSA.
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, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the WRWSA: Jackson E. Sullivan
Project Manager for the CONTRACTOR: Jack B. Overdorff

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

3. SCOPE OF WORK. Upon receipt of written notice to proceed from the WRWSA, the CONTRACTOR agrees to perform the services necessary to complete the PROJECT in accordance with the Scope of Work set forth in Exhibit "A." Any changes to the Scope of Work and associated costs must be mutually agreed to in a formal written amendment approved by the WRWSA and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation.

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

4. COMPENSATION. For satisfactory completion of the PROJECT, the WRWSA agrees to pay the CONTRACTOR an amount not to exceed One Hundred Thirty Three Thousand Seven Hundred and Fifty Dollars (\$133,750). 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 WRWSA electronically at jesull@comcast.net, or at the following address:

Jackson Sullivan, Executive Director
Withlacoochee RWSA
1107 Shalimar Drive
Tallahassee, FL 32312

- 4.1 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) for reimbursement from SWFWMD the Authority shall include copies of the Authority's check to CONTRACTOR or the Authority's "Bills to be Paid" authorizing the payment to CONTRACTOR; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) WRWSA'S Project Manager; (7) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the performance schedule in Paragraph 2 – Background, Exhibit A (details must include any deficiencies and the recovery actions completed and planned); and (8) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion including basin location of audit. Invoices that do not conform with this paragraph will not be considered a proper invoice.

- 4.2 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 WRWSA and Eco Land Design, LLC (Agreement No. WRWSA 2011-2), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 4.3 The WRWSA 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

WRWSA. The WRWSA may set off any liability or other obligation of the CONTRACTOR or its affiliates to the WRWSA against any payments due the CONTRACTOR under any contract with the WRWSA.

4.4 The WRWSA'S performance and payment pursuant to this Agreement are contingent upon the WRWSA'S Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.

5. CONTRACT PERIOD. This Agreement will be effective upon execution by all parties and will remain in effect through February 28, 2014, unless terminated, pursuant to Paragraph 11 or 12 below, or as amended in writing by the parties.
6. PROJECT RECORDS AND DOCUMENTS. The CONTRACTOR, upon request, will permit the WRWSA 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.
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 WRWSA funds or developed in connection with this Agreement will be and will remain the property of the WRWSA.
8. REPORTS. The CONTRACTOR will provide the WRWSA with any and all reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the WRWSA as Record and Library copies.
9. INDEMNIFICATION. The CONTRACTOR agrees to defend, indemnify and hold harmless the WRWSA and all WRWSA agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by 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 this Agreement.
10. INSURANCE REQUIREMENT. The CONTRACTOR must 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 WRWSA has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the WRWSA Agreement Number and Project Manager.
 - 10.1 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 limit and coverage:

\$1,000,000 per occurrence

10.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

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

10.3 The WRWSA and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the WRWSA'S interests arising from this Agreement.

10.4 CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. If CONTRACTOR does not carry workers' compensation coverage, CONTRACTOR must submit to the WRWSA 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.

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Exhibit "A" - Scope of Work/Budget

The remainder of this page left blank intentionally.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

By: _____
Mr. Stan McClain, Chair Date

ECO LAND DESIGN, LLC

By: _____
Jack B. Overdorff Date
President, ECO-Land Design, LLC

AGREEMENT
BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND
ECO LAND DESIGN, LLC
FOR
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REGIONAL IRRIGATION EVALUATION PROGRAM (N278)

APPROVAL	INITIALS	DATE
WRWSA EXEC DIR	_____	_____
LEGAL	_____	_____
WRWSA BOARD	_____	_____

EXHIBIT "A" SCOPE OF WORK

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N278)

NARRATIVE:

The AUTHORITY is proposing an outdoor water conservation education and irrigation evaluation PROJECT that will educate potable, water customers on specific irrigation system modifications that could maximize water savings through efficiency. The PROJECT will focus on providing customers the understanding of how their individual irrigation system can be modified to maximize water saving through efficiency. PROJECT participants will receive an irrigation system evaluation, site-specific recommendations, rain sensor installation if an operable sensor is not present and Florida-friendly landscaping educational materials. The PROJECT includes funds to cover the costs associated with utilizing a contractor to administer the program and funds to cover the administrative office duties of the AUTHORITY.

TYPE OF PROJECT:

This PROJECT expects to perform approximately 250 irrigation system evaluations with follow-up meetings at no cost to the customer.

PROJECT OBJECTIVE:

The AUTHORITY has identified the following objectives in order to reduce the current and future demands for potable water:

- Evaluate single-family residential irrigation systems for efficiency improvements
- Install rain sensors where an operable sensor is not present
- Provide water conservation information to encourage other conservation practices.

SCOPE AND SPECIFICATIONS

1. **INTENT.** The Authority is interested in entering into an agreement with a qualified contractor to implement and service an outdoor water conservation irrigation evaluation project referred to as the Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program (N278). 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. This program is a partnership with the Coastal Rivers and Withlacoochee River Basin Boards of the Southwest Florida Water Management District (District) with the Authority through their Cooperative Funding Initiatives Program referenced as Agreement No. 11C00000066.

2. **BACKGROUND.** This program is intended to be a multi-faceted educational and outreach program in tandem with an outdoor water conservation project for water customers of Hernando, Citrus and Marion County utilities as well as the Villages of Sumter County. The irrigation evaluation phase of the program will end by August 1, 2012. The savings analysis/follow-up portion of the program will end by September 30, 2013.
3. **PROJECT DESCRIPTION.** The project is designed for customers of potable water to become knowledgeable about how their individual irrigation systems can be modified to maximize water savings through efficiency. 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 evaluations.
 - b. Disseminating education 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. Following up evaluations to measure and assist with implementation of efficiency recommendations.
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. Determine water usage from each location prior to evaluation and monitor implementation of any recommendations for a period of one (1) year following the irrigation system evaluation.
5. **CONTRACTOR DUTIES.** At a minimum, the Contractor shall:
 - a. Perform an irrigation evaluation for single-family homes located within the Coastal Rivers and Withlacoochee River Basin Board boundaries using potable water for irrigation. Customers that use wells for irrigation cannot participate in the program. All irrigation systems must be fully operational and unbroken to be evaluated.
 - b. Provide customers with recommended modifications for improving the efficiency of their irrigation systems.
 - c. Provide and install rain sensor devices to program participants that currently do not have an operational or existing device.

- d. Provide a follow-up meeting with each participant to review the level of implementation related to the irrigation evaluation recommendations. Contractor may bill Authority for a follow up visit per Exhibit "A"- Budget if participant's irrigation system is found to be broken, inoperable or otherwise non-functional upon first visit.
6. **CONTRACTOR REQUIREMENTS.** Contractor's performance of the irrigation evaluation program shall include the following:
- 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. Provide a program manager with 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 the program.
 - e. Provide office space and a computer with Microsoft Word, Excel for 1 staff person.
 - f. Have all applicable licenses and permits to perform the scope of services. Copies must be provided upon request.
 - g. Have company identification visible at all times including, but not limited to, an identification badge work at all times while performing work for the Authority and company identification displayed on vehicle(s).
 - h. Commence work within forty-five (45) days from the date of award of the Contract.
7. **CONTRACTOR RESPONSIBILITIES.** Contractor's performance of the irrigation evaluation program shall include the following:
- a. Receive the review applications from potential participants.
 - b. Schedule participant appointments for irrigation evaluations during normal working hours. i.e. 8:00AM – 5:00PM.
 - c. Contact the Authority's Project Manager (contracted) with names of appointments, dates, times and locations.
 - d. Visit sites and inspect sprinkler systems according to standards developed by the Florida Irrigation Society or Irrigation Association.
 - e. Perform an irrigation system evaluation, which shall address, but not limited to, each of the following:
 - 1. Matched precipitation rates.
 - 2. Proper head spacing.
 - 3. Operating pressure of each zone.

4. Shrub or turf interference.
 5. Proper adjustment of all sprinklers to avoid watering non-porous surfaces.
 6. Mix of rotor and spray heads in each zone.
 7. Watering turf separate from plant beds.
 8. Type of controller and physical limitations of modifying control times.
 9. Irrigation time of each zone.
 10. Irrigation frequency of each zone.
 11. Presence of back-flow prevention device(s).
 12. Dimension of turf area in square feet.
 13. Distribute the outdoor water conservation information packets to the program participants.
- 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; evaluation report to the Authority should be sent via electronic format. Provide invoices for completed irrigation evaluations 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. Invoices must include location within funding Basin (Coastal Rivers or Withlacoochee River) that each evaluation was conducted.
8. **IRRIGATION REPORTS.** Based on the information gathered during the site visit, irrigation reports shall include, but not 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).
 - d. A detailed accounting of participant specific information such as name, service address, service meter serial number, specific location within individual funding basin, etc.
 - e. Example Irrigation Report and Cover Letter found in Attachment 1.

SAMPLE PARTICIPANT LETTER – (ATTACHMENT 1)

February __, 2011

Name
Address
City, FL ZIP

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

Dear Name:

Thank you for participating in the WRWSA Irrigation Evaluation Pilot 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)**, in partnership with the WRWSA and the Coastal Rivers and Withlacoochee River Basin Boards of the Southwest Florida Water Management District, conducted the irrigation system evaluation.

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 Eco Land Design, Inc. or Ms. Nancy Smith at **1-352-796-4970**.

Sincerely,

(Irrigation Contractors Name) (Florida Irrigation Society's Certified Irrigation Auditor)

Cc: Jackson E. Sullivan, Executive Director, WRWSA; Brent M. White, Water Conservation Analyst, Southwest Florida Water Management District

Enclosures

Sample Irrigation Evaluation Report

Irrigation Scheduling

The first Watering Schedule below provides the information according to what the irrigation schedule was when the irrigation contractor evaluated the system (called Water Schedule without Recommendations). The second (Optimum Watering Schedule with Recommendations) provides the recommended changes to duration and frequency of irrigation for best results, which we hope will mean a significant savings of water.

These operating times 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 recommended Optimum Watering Schedule will allow for deeper development of turf grass roots, greater soil moisture retention and help promote a more drought tolerant turf. Over-watering allows water to travel beyond the root zone, while under-watering may cause shallow roots that will dry out quickly.

Watering Schedule without Recommendations

Zone	Plant Type*	Irrigation Duration Time	Irrigation Frequency
			March to Oct. - Nov. to March
1	Plant/Shrub Only	10 minutes (amount of time set on the clock prior to the evaluation)	Once per week
2		minutes	Once per week
3		minutes	Once per week
4		minutes	Once per week
5		minutes	Once per week

6		minutes	Once per week
---	--	---------	---------------

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

Optimum Watering Schedule with Recommendations

Zone	Plant Type*	Irrigation Duration Time	Irrigation Frequency
			March to Oct. - Nov. to March
1	Plant/Shrub Only	10 minutes (or the amount of time set on the clock as recommended by the Irrigation Audit)	Once per week
2		minutes	Once per week
3		minutes	Once per week
4		minutes	Once per week
5		minutes	Once per week
6		minutes	Once per week

*Plant type now has only two terms: Turf Only and Plant/Shrub Only

- Consider placing these charts next to your irrigation controller.
- Consider skipping your watering day when there is significant rainfall (half inch or more)

Also, when watering your lawn and landscape **please observe the local water use restrictions, which currently only allows one day per week watering.**

Please check for any changes to the current watering restrictions at:
<http://www.swfwmd.state.fl.us/conservation/restrictions/swfwmd.php>

Please contact Ms. Nancy Smith at **1-352-796-4970**, if you have questions.

Your Contribution to Water Conservation

The first chart on this page shows how much water is used currently compared to what it will be under optimum water use conditions.

The second chart shows estimated annual water and dollar savings when the irrigation system recommendations are implemented. The savings information is based on the Optimum Watering Schedule recommended and the irrigation system upgrades provided in the following section.

Not only is it important to follow these recommendations because it will help conserve the water supply in the (Coastal Rivers or Withlacoochee River Basin – whichever is applicable), it may also help lower your current utility bill.

Irrigation Water Use

Current Water Use ¹	Optimum Water Use ²
Gal/Cycle	Gal/Cycle
Gal/Cycle	Gal/Cycle

Based on the Optimum Watering Schedule (Optimum water use is calculated with the new watering schedule)

Estimated Annual Savings

Water Savings ¹	Dollar Savings ²
GPY	\$

¹ Gallons per Year (GPY)

² Based on a multi-tiered rate structure effective (**Insert Effective Date**)

Rate information can be found at each WRWSA Member Utility's Web site.

Hernando Co: http://www.co.hernando.fl.us/utills/Customr_Service/Rates_Fees.htm

Marion Co: http://www.marioncountyfl.org/Utilities/Billing_BillCalculator.aspx

Citrus Co: http://www.citruscountyfl.org/waterres/water_rates.pdf

The Villages: <http://www.districtgov.org/departments/Utilities/utilities.aspx>

Recommendations

1. The rain sensor was found to be inoperable from the controllers rain sensor terminals; however it was possible to connect the rain sensor to the common wire allowing the sensor to be fully operational. The rain sensor is now set to collect up to ½ inch of rainfall before interrupting the automatic irrigation program.
2. Clean turf and/or plants from around all spray and rotor heads to prevent plant material from blocking the spray pattern, reducing the area of coverage, and decreasing the efficiency of the system.
3. Consider using the cycle and soak features on the multi-function/multi/program controller to increase the watering efficiency of the irrigation system.

Zone 1 – North East Side – A “Turf” Rotor Zone

1. Adjust the rotor head located next to the public sidewalk and the driveway to reduce irrigation of sidewalk/driveway.

Zone 2 – North West Side – A “Turf” Rotor Zone

1. This zone consists of 3 full circle rotor heads each nozzled with a 3 gallon per minute (gpm) nozzle. The irrigation in this zone compliments the irrigation for the turf areas in Zones 1 and 5. Change the nozzles on these 3 full circle rotor heads to 4 gpm nozzles to enhance matched precipitation with Zones 1 and 5.

Zone 3 – North Perimeter of Residence – A “Turf” Rotor Zone

1. Move the rotor head located in the corner next to the pool enclosure and residence out about 24 inches from the corner. This will eliminate deflection of the spray pattern by downspout that is located by the pool enclosure.
2. Trim the two Viburnum shrubs located on the north side. These shrubs are partially blocking the spray pattern of the two rotor heads located in front of them.

Zone 4 – Pool Perimeter and Backyard – A “Turf” Rotor Zone

1. Adjust the rotor head located on the south end of this zone next to the pool enclosure to eliminate irrigation of pool enclosure.

Zone 5 – North Property Line – A “Turf” Rotor Zone

1. Straighten and adjust the rotor heads on this zone for more efficient coverage.

Zone 6 – South East Perimeter of Residence – A “Turf” Rotor Zone

1. Move the rotor head located on the southeast corner back about 3 ft. to the edge of the shrub bed for more efficient coverage.

Zone 7 – South East Along Public Sidewalk – A “Turf” Rotor Zone

1. This zone is operating efficiently. No changes are recommended.

Zone 8 – West Property Line – A “Turf” Rotor Zone

1. Change the nozzle on the single full circle rotor head from a 3 gpm nozzle to a 4 gpm nozzle to enhance matched precipitation with the remaining rotor heads on this zone.

It is the suggestion of this Auditor that the Homeowner contact a Licensed Irrigation Contractor to best assist with the preceding recommendations.

Irrigation Evaluation Report

A site visit and irrigation testing has taken place to determine the adequacy and efficiency of your irrigation system. These tests have provided pertinent information enabling us to make recommendations that should enhance your landscape and conserve water. To simplify reporting, some terms have been abbreviated:

Q = quarter circle	H = half circle,	T.Q. = three quarter circle,	P.C. = part circle,
F.C. = full circle	F = full circle,	T = third circle	VAN = variable arc
gpm = gallon per minute			

The recommendations for your site are as follows:

ZONE 1

- Change 15=H nozzle along entry walk to 12=H
- Change 15=Q nozzle to 12=Q on head at corner of walk and drive and either change head to 12@ pop or relocate 3 taller plants away from obstruction of sprinkler head pattern
- Relocate 10=H riser 1= east away from house, change nozzle to 12=H
- Extend height of 12@ pop up head in bushes on south side of house above plant height
- Straighten raise heads as needed for proper spray pattern.

ZONE 2

- Add 15=H head along south property line 13= foot from walk
- Add 12=FC head at edge of plant bed 12= off driveway
- Change 15=F van nozzle to 12=F
- Raise heads and straighten
- Change the 2-15=Q in parkway to 10=Q nozzles.

ZONE 3

- Change 2 B 15=Q nozzles in parkway to 10=Q
- Change 15=Q nozzle at corner of walk driveway to 15= VAN
- Change 15=Q nozzle at corner of walk on north property line to 10=Q
- Change 4@ pop up head to 12@ pop up head along drive at edge of ilex bushes
- Change 15=H nozzle on existing 12@ pop to 10=H
- Change the 2 B 10=H nozzles along the north side of garage to 8=H.

ZONE 4

- Change 15=Q nozzle at corner of house at A/C to 5=Q
- Add 12=Q pop up head parallel to edge of A/C pad at east side of garage
- Relocate head at concrete A/C pad to corner of pad farthest from garage, change nozzle to 12=H.

ZONE 5

- a. Add 1 B 3.0 gpm P.C. rotor head along west property line triangle spaced from heads along house
- b. Change 2 B 3.0 gpm nozzles to 1.5 gpm along north and south property line heads
- c. Change 6.0 gpm nozzle to 3.0 at corner of house.

NOTE: Contact a licensed irrigation contractor for a professional installation, particularly if the system involves additional equipment. For a listing of qualified contractors in your area, call the Florida Irrigation Society, at 1-800-441-5341 or refer to the yellow pages of the phone directory. For the do-it-yourselfers, irrigation supplies can be obtained from home improvement centers or irrigation supply facilities.

IRRIGATION DURATION: Based on program calculations **and** the above recommendations, timing schedules for each zone are listed below. The operating times reflect the fact that spray heads deliver more water than rotor head sprinklers. This irrigation duration should allow for a deeper development of the turf roots, greater soil moisture storage and promote a more drought tolerant turf.

Drought conditions may require additional operating cycles. Irrigate by demand and consider skipping your day when there is significant rainfall (0.5 inches or more).

	<u>Time</u>	<u>Plant Type</u>	<u>Apr. - Oct. and Nov. - Mar.</u>
Zone 1:	30 min	Mixed	1 time a week
Zone 2:	30 min	Mixed	1 time a week
Zone 3:	30 min	Mixed	1 time a week
Zone 4:	30 min	Turf	1 time a week
Zone 5:	60 min	Turf	1 time a week

NOTE: To avoid stressing vegetation, reduce current irrigation times by 5 minutes every four weeks. This will allow vegetation time to acclimate to the new irrigation schedule.

Place this chart next to your irrigation controller.

Table 1.

ANNUAL GALLONS OF WATER UTILIZED

ZONE #	<i>CURRENT TIMER SETTINGS</i>	RECOMMENDATIONS AND TIME CHANGES*	ANNUAL GALLONS SAVED PER YEAR
Zone #1	57,960	33,500	24,360
Zone #2	69,000	43,000	26,000
Zone #3	28,980	18,060	10,920
Zone #4	82,800	52,890	29,910
Zone #5	133,308	70,520	62,788
Total	372,048	218,010	154,038

*gallons of water used based on 86 cycles per year (can only be figured with current watering restrictions at 52 cycles per year maximum)

*determined via head nozzle count and meter reading

Remember during the December to February period you can reduce irrigation to once every two weeks and/or during all parts of the year turn your system to the “off” position and let your lawn tell you when to water. Considerable savings can occur without jeopardizing the quality of your landscape (see “Best Management Practices”).

If your irrigation controller cannot be programmed to operate independent irrigation schedules for turf and non-turf applications, consider installing one that does. Three examples of such controllers are the Toro Vision-II, the Rain Bird Hybrid ESP and the Hunter PSC.

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 operating 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. If you have any comments or questions, please call us at **1-352-796-4970**.

EXHIBIT "A"
BUDGET

PROJECT BUDGET (As determined by RFQ 11-1106 and 11-1107):

Item	Total
250 Irrigation Evaluations, to include: Labor for evaluation, reporting and sensor install, plus cost of rain sensor @ \$435.00 each. SUB-TOTAL	\$108,750
250 follow-up evaluations (100% of total evaluations) @ \$100.00 each SUB-TOTAL	\$25,000
TOTAL PROJECT COSTS	\$133,750

7.a. Bills to be Paid

Bills to be paid for June 2011 will be handed out at the Board meeting.

ACCOUNTANTS' COMPILATION REPORT

To The Governing Board
Withlacoochee Regional Water Supply Authority
Ocala, Florida

We have compiled the accompanying financial statements of the business-type activities and major fund of Withlacoochee Regional Water Supply Authority, an Independent Special District, as of and for the three months and six months ended March 31, 2011, which collectively comprise the District's basic financial statements. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The management of the Withlacoochee Regional Water Supply Authority is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist the management of the Withlacoochee Regional Water Supply Authority in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Entity's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Management has not presented the management's discussion and analysis information that the Governmental Accounting Standards Board has determined is required to supplement, although not required to be a part of, the basic financial statements.

The budgetary comparison information is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have compiled the supplementary information from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or provide any assurance on the supplementary information.

Purvis, Gray and Company

June 1, 2011
Tallahassee, Florida

Certified Public Accountants

443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144 • FAX (850) 224-1762

MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

Withlacoochee Regional Water Supply Authority

BALANCE SHEET

As of March 31, 2011

ASSETS

CURRENT ASSETS

Cash in Bank - SunTrust	\$ 736.40
Cash in Bank - LGIP	884,405.42
Cash in Bank - Fund B	6,553.42
Cash in Bank - LGIP/Citrus Revenue	654,060.55
Cash in Bank - Fund B/Citrus Revenue	16,765.52

Total Current Assets **1,562,521.31**

PROPERTY AND EQUIPMENT

Equipment	1,559.85
Accum Deprec - Equipment	(1,559.85)
Citrus Co. Wellfield 88'	4,895,231.21
Accum Deprec - Wellfield	<u>(2,937,141.81)</u>

Total Property and Equipment **1,958,089.40**

TOTAL ASSETS **3,520,610.71**

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable - Special Projects	\$ 11,388.55
Accounts Payable - General	17,507.14

Total Current Liabilities **28,895.69**

NET ASSETS

Unrestricted	1,533,625.62
Investment in Capital Assets	1,958,089.40

Total Net Assets **3,491,715.02**

TOTAL LIABILITIES AND NET ASSETS **3,520,610.71**

Withlacoochee Regional Water Supply Authority
STATEMENT OF REVENUE AND EXPENSES
For the Period Ended March 31, 2011

	3 months ended March 31, 2011	%	6 months ended March 31, 2011	%
REVENUE				
Citrus Co. Assessments	\$ 6,773.93	7.48 %	\$ 13,547.86	7.38 %
Hernando Co. Assessments	7,839.78	8.66 %	15,679.56	8.54 %
Sumter Co. Assessments	4,527.99	5.00 %	9,055.98	4.93 %
City of Ocala Assessments	2,593.45	2.87 %	5,186.90	2.83 %
Marion County Assessment	13,102.45	14.48 %	26,204.90	14.28 %
Citrus Co Facilities Recovery	40,896.75	45.19 %	81,793.50	44.57 %
Citrus County Wlfld Admin Recov	14,773.26	16.32 %	29,546.52	16.10 %
SWFWMD 07-08 Ph II & VII Fund	0.00	0.00 %	2,500.00	1.36 %
Total Revenue	90,507.61	100.00 %	183,515.22	100.00 %
OPERATING EXPENSES				
Consulting Executive Director	33,333.32	36.83 %	49,999.98	27.25 %
Advertising	0.00	0.00 %	105.40	0.06 %
Bank Charges	45.00	0.05 %	152.88	0.08 %
Registration/Dues	0.00	0.00 %	175.00	0.10 %
Legal - Monthly Meeting	1,500.00	1.66 %	2,500.00	1.36 %
Legal - Other Services	2,298.76	2.54 %	2,725.62	1.49 %
Office Supplies	501.28	0.55 %	757.74	0.41 %
Printing & Reproduction	22.90	0.03 %	25.06	0.01 %
Postage	454.05	0.50 %	675.75	0.37 %
Audit	7,995.00	8.83 %	7,995.00	4.36 %
Bookkeeping/Financial Asst.	900.00	0.99 %	900.00	0.49 %
Web Page/Internet Services	1,040.60	1.15 %	1,450.40	0.79 %
Telephone	1,071.43	1.18 %	1,606.21	0.88 %
Travel	2,124.79	2.35 %	3,916.93	2.13 %
Legislative Consultant	13,332.00	14.73 %	19,998.00	10.90 %
06-07 RWSP Ph VII MFL Anal	13,250.00	14.64 %	13,250.00	7.22 %
08-09 North Sumter Data Coll.	5,781.85	6.39 %	5,781.85	3.15 %
FY10 Hernando Water Conserve	4,405.00	4.87 %	4,405.00	2.40 %
FY10 Citrus Water Conservation	0.00	0.00 %	29,684.31	16.18 %
FY11 WRA General Services	10,068.01	11.12 %	16,147.36	8.80 %
FY11 WRA Marion Conservation	0.00	0.00 %	1,451.98	0.79 %
11 Irri Audit Cert Course	3,610.00	3.99 %	3,610.00	1.97 %
Total Operating Expenses	101,733.99	112.40 %	167,314.47	91.17 %
Operating Income (Loss)	(11,226.38)	(12.40)%	16,200.75	8.83 %
OTHER INCOME				
Interest Income SBA 1	332.87	0.37 %	482.40	0.26 %
Interest Income SBA 2	684.24	0.76 %	1,647.40	0.90 %
Total Other Income	1,017.11	1.12 %	2,129.80	1.16 %
Net Income (Loss)	(10,209.27)	(11.28)%	18,330.55	9.99 %

ACCOMPANYING SUPPLEMENTARY INFORMATION

Withlacoochee Regional Water Supply Authority
INCOME STATEMENT BUDGET TO ACTUAL
For the Period Ended March 31, 2011

	<u>6 months ended</u> <u>March 31, 2011</u> <u>Actual</u>	<u>6 months ended</u> <u>March 31, 2011</u> <u>Budget</u>	<u>Variance</u> <u>Over/(Under)</u> <u>Budget</u>	<u>Annual</u> <u>Budget</u>	<u>Budget</u> <u>Remaining</u>
REVENUE					
Citrus Co. Assessments	\$ 13,547.86	\$ 13,547.86	\$ 0.00	\$ 27,095.72	\$ 13,547.86
Hernando Co. Assessments	15,679.56	15,679.56	0.00	31,359.12	15,679.56
Sumter Co. Assessments	9,055.98	9,055.98	0.00	18,111.96	9,055.98
City of Ocala Assessments	5,186.90	5,186.90	0.00	10,373.80	5,186.90
Marion County Assessment	26,204.90	26,204.90	0.00	52,409.80	26,204.90
Citrus Co Facilities Recovery	81,793.50	81,793.50	0.00	163,587.00	81,793.50
Citrus County Wifld Admin Recov	29,546.52	29,546.52	0.00	59,093.04	29,546.52
SWFWMD 07-08 Ph II & VII Fund	2,500.00	12,500.02	(10,000.02)	25,000.00	22,500.00
SWFWMD Match Reg Irri Audit Pgr	0.00	0.00	0.00	6,000.00	6,000.00
11Vlgs Match Reg Irri Audit Pgm	0.00	0.00	0.00	3,000.00	3,000.00
Total Revenue	183,515.22	193,515.24	(10,000.02)	396,030.44	212,515.22
OPERATING EXPENSES					
Consulting Executive Director	49,999.98	50,000.02	(0.04)	100,000.00	50,000.02
Advertising	105.40	499.98	(394.58)	1,000.00	894.60
Bank Charges	152.88	199.98	(47.10)	400.00	247.12
Registration/Dues	175.00	499.98	(324.98)	1,000.00	825.00
Legal - Monthly Meeting	2,500.00	3,000.00	(500.00)	6,000.00	3,500.00
Legal - Other Services	2,725.62	7,000.02	(4,274.40)	14,000.00	11,274.38
Office Supplies	757.74	750.00	7.74	1,500.00	742.26
Printing & Reproduction	25.06	499.98	(474.92)	1,000.00	974.94
Postage	675.75	750.00	(74.25)	1,500.00	824.25
Audit	7,995.00	8,500.00	(505.00)	8,500.00	505.00
Bookkeeping/Financial Asst.	900.00	900.00	0.00	1,800.00	900.00
Publications/Software	0.00	249.98	(249.98)	500.00	500.00
State Fees/Assessments	0.00	99.98	(99.98)	200.00	200.00
Web Page/Internet Services	1,450.40	1,350.00	100.40	2,700.00	1,249.60
Telephone	1,606.21	2,124.98	(518.77)	4,250.00	2,643.79
Travel	3,916.93	6,999.98	(3,083.05)	14,000.00	10,083.07
Legislative Consultant	19,998.00	20,000.02	(2.02)	40,000.00	20,002.00
06-07 RWSP Ph VII MFL Anal	13,250.00	39,999.98	(26,749.98)	80,000.00	66,750.00
08-09 North Sumter Data Coll.	5,781.85	16,666.50	(10,884.65)	33,333.00	27,551.15
FY10 Hernando Water Conserve	4,405.00	0.00	4,405.00	0.00	(4,405.00)
FY10 Citrus Water Conservation	29,684.31	0.00	29,684.31	0.00	(29,684.31)
FY11 WRA General Services	16,147.36	12,500.02	3,647.34	25,000.00	8,852.64
FY11 WRA Marion Conservation	1,451.98	9,999.98	(8,548.00)	20,000.00	18,548.02
FY11 Citrus Wtr Conservation	0.00	22,500.00	(22,500.00)	45,000.00	45,000.00
FY11 Hernando Wtr Conservation	0.00	23,700.00	(23,700.00)	47,400.00	47,400.00
FY11 Marion Wtr Conservation	0.00	18,750.00	(18,750.00)	37,500.00	37,500.00
11 Irri Audit Cert Course	3,610.00	0.00	3,610.00	5,000.00	1,390.00
11 Vlgs Match Irri Audits	0.00	0.00	0.00	24,000.00	24,000.00
Total Operating Expenses	167,314.47	247,541.38	(80,226.91)	515,583.00	348,268.53
Operating Income (Loss)	16,200.75	(54,026.14)	70,226.89	(119,552.56)	(135,753.31)
OTHER INCOME					
Interest Income SBA 1	482.40	0.00	482.40	0.00	(482.40)
Interest Income SBA 2	1,647.40	0.00	1,647.40	0.00	(1,647.40)
Total Other Income	2,129.80	0.00	2,129.80	0.00	(2,129.80)
Net Income (Loss)	18,330.55	(54,026.14)	72,356.69	(119,552.56)	(137,883.11)



WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

MEMORANDUM

May 20, 2011

To: All Local Governments and Utility Directors in the Withlacoochee Region
From: Jack Sullivan, Executive Director, WRWSA
Re: WRWSA Funding for Regional Water Supply Projects

Although I am a little late in sending this memorandum, this is a memorandum to the officials listed below informing them that the Withlacoochee Regional Water Supply Authority opened applications for its local government grant program as of May 1, 2011. This program is sponsored by the Withlacoochee Regional Water Supply Authority to fund local water supply projects on a matching basis. **In 2011, with monies at all levels very tight, the Board will continue to place the highest funding priority on water conservation projects.**

The Authority Board of Directors has decided to sponsor this cooperative program on an annual basis by opening up requests from local governments each May 1st with the application process running through June 30. **Applications and instructions are available on the Authority web page at www.wrwsa.org.** Applications will be considered by the Board during its July and August Board meetings as necessary. Awards will be made no later than the September Board meeting.

If any of you have questions about the information above, please contact me at (850) 385-0220 at the WRWSA Tallahassee office. If all else fails, dial my cell phone number at (850) 591-7422. If you desire to contact me by FAX, my FAX number is (850) 385-0223 and my e-mail address is "jesull@comcast.net".

Utility Directors

Knight, Robert, Citrus County
Houston, Andy, Crystal River
Halcomb, Jeff, City of Ocala
Stapf, Joe, Hernando County
Richard Radacky, Brooksville
Arnold, Bradley, Sumter County
Hinkle, Bruce, Bushnell
Cottrell, Katie, Inverness
Allen, Ron, Wildwood
Mellinger, Flip, Marion County
McMurdy, Donna, Belleview

cc: WRWSA Board Members

1107 Shalimar Drive – Tallahassee, FL 32312
(850) 385-0220 – FAX (850) 385-0223
jesull@comcast.net



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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Ronald E. Oakley
Chair, Pasco

Hugh M. Gramling
Vice Chair, Hillsborough

H. Paul Smit, Jr.
Secretary, Polk

Douglas B. Tharp
Treasurer, Sumter

Nell Combee
Former Chair, Polk

Todd Pressman
Former Chair, Pinellas

Judith C. Whitehead
Former Chair, Hernando

Jeffrey M. Adams
Pinellas

Carlos Beruff
Manatee

Bryan K. Beeswick
DeSoto

Jennifer E. Closshey
Hillsborough

Albert G. Joerges
Sarasota

Maritza Rovira-Forino
Hillsborough

David L. Moore
Executive Director

William S. Bilenky
General Counsel

May 31, 2011

Mr. Jackson Sullivan
Withlacoochee RWSA
1107 Shalimar Drive
Tallahassee, Florida 32312

SUBJECT: The Northern Sumter County Data Collection and Monitoring
Project, Contract No. 2009REV005-A (H077)

Dear Jack:

Enclosed are five contracts for the subject agreement. I am forwarding the contracts to you to obtain the signature from Chairman Stan McClain of the Withlacoochee River Regional Water Supply Authority Board.

Please obtain Chairman McClain's signature on each of the five contracts and return them to me. Once our Executive Director has signed the contracts, we will return a fully executed original to each party for their files.

If you have any questions, please call me at 1-800-423-1476, extension 4291.

Sincerely,

Ron Basso, P.G.
Hydrologic Evaluation Section

RB:saf
Enclosures

AGREEMENT
AMONG THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND
THE VILLAGES OF LAKE-SUMTER, INC.
AND
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
AND
NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT
FOR
THE NORTHERN SUMTER COUNTY DATA COLLECTION
AND MONITORING PROJECT (H077)

This AGREEMENT, effective as of the 31st day of December 2010 by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, for itself and on behalf of the Coastal Rivers and Withlacoochee River Basin Boards, hereinafter collectively referred to as the "DISTRICT," and WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose address is P.O. Box 15369, Brooksville, Florida, 34604, hereinafter referred to as the "AUTHORITY" and THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida, 32162, hereinafter referred to as "THE VILLAGES" and the VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is 3201 Wedgewood Lane, The Villages, Florida 32162, hereinafter referred to as "VCCDD" and the NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, a dependent district of Sumter County authorized by Chapter 189, Florida Statutes, whose address is 1894 Laurel Manor Drive, The Villages, Florida 32162, hereinafter referred to as "NSCUDD".

WITNESSETH:

WHEREAS, the DISTRICT and the AUTHORITY, THE VILLAGES and VCCDD entered into an agreement effective May 22, 2009, to complete the Northern Sumter County Data Collection and Monitoring Project (Agreement No. 2009REV005), which expired on December 31, 2010; and

WHEREAS, the parties hereto wish to enter into a new Agreement, incorporating the terms and conditions of the expired Agreement No. 2009REV005, and replace certain terms and conditions of the expired agreement with new terms and conditions.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree as follows:

1. Except as otherwise provided herein, the terms, covenants and conditions of Agreement No. 2009REV005 are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties hereto.
2. Effective as of December 7, 2010, the North Sumter County Utility Dependent District (NSCUDD) is hereby included as a participant to this Agreement. All collective references to AUTHORITY, THE VILLAGES and VCCDD throughout Agreement No. 2009REV005 will now include NSCUDD.
3. Paragraph 1, Project Manager and Notices, of Agreement No. 2009REV0005 is hereby replaced to the extent that the NSCUDD'S Project Manager is Trey Arnett, P.E.
4. Paragraph 4, Contract Period, of Agreement No. 2009REV005, is hereby replaced to the extent that the expiration date is now December 31, 2011.
5. Exhibit "A," Paragraph 5, Completion Dates, of Agreement No. 2009REV005, is hereby replaced to the extent that all work will now be completed by December 31, 2011.
6. Exhibit "B," Paragraph 6.0, Budget, of Agreement No. 2009REV005, is hereby replaced with Exhibit "B," Paragraph 6.0, Budget, attached hereto.
7. Exhibit "B," Paragraph 7.0, Performance Schedule, of Agreement No. 2009REV005, is hereby replaced in its entirety with the following:

7.0 Performance Schedule

Commence Construction	July 31, 2009
Complete Drilling and Testing at 4 Sites	September 30, 2011
Final Reports for 4 Sites	October 31, 2011
Contract Termination	December 31, 2011

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

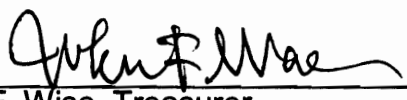
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: David L. Moore, Executive Director Date

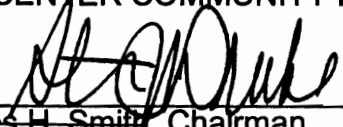
WITHLACOOCHEE RIVER REGIONAL WATER SUPPLY AUTHORITY

By: Stan McClain, Chairman Date

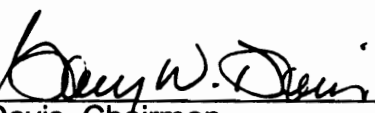
THE VILLAGES OF LAKE-SUMTER, INC.

By:  3-25-11
John F. Wise, Treasurer Date

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

By:  3-25-11
Charles H. Smith, Chairman Date
Steve Drake

NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT

By:  5/17/11
Gary Davis, Chairman Date

AGREEMENT
AMONG THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND
THE VILLAGES OF LAKE-SUMTER, INC.
AND
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
AND
NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT
FOR
THE NORTHERN SUMTER COUNTY DATA COLLECTION AND MONITORING PROJECT (H077)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>mm</u>	<u>2/28/11</u>
RISK MGMT	<u>PJA</u>	
CONTRACTS	<u>WJ</u>	<u>02/28/11</u>
DEPT DIRECTOR	<u>WJ</u>	<u>3/8/11</u>
DEPUTY EXEC DIR	<u>Q</u>	<u>3-2-11</u>
GOVERNING BOARD		<u>NIA jmr</u>

EXHIBIT "B"

6.0 Budget

TASK NO.	DESCRIPTION	TOTAL	DISTRICT	AUTHORITY	NSCUDD	THE VILLAGES	VCCDD
1	Collect geologic samples to top of limestone, install Surficial aquifer monitor well, and conduct specific capacity test at ROMP 111 site.	\$10,000	\$3,334	\$3,333	N/A	\$1,766	\$1,567
2	Collect geologic samples to top of limestone, install Surficial aquifer and Upper Floridan aquifer monitor wells, and conduct specific capacity tests at Gum Springs site.	\$30,000	\$10,000	\$10,000	N/A	\$4,134	\$5,866
3	Collect geologic samples to top of limestone, install Surficial aquifer and Upper Floridan aquifer monitor wells, and conduct specific capacity test at NS-3 site.	\$30,000	\$10,000	\$10,000	\$5,800	N/A	\$4,200
4	Collect geologic samples to top of limestone, install Surficial aquifer and Upper Floridan aquifer monitor wells, and conduct specific capacity at NS-4 site.	\$30,000	\$10,000	\$10,000	\$5,800	N/A	\$4,200
TOTAL		\$100,000	\$33,334	\$33,333	\$11,600	\$5,900	\$15,833



May 26, 2010

Dr. Lee Niblock, County Administrator
601 SE 25th Avenue
Ocala, FL 34471

Re: Preliminary Budget Request for the WRWSA for FY 2010-11

Dear Dr. Niblock:

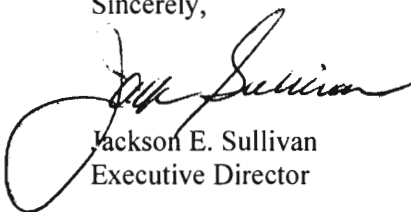
The member local governments of the Authority are beginning their budget cycles and have requested information regarding the Water Supply Authority's budget request for the 2011-12 fiscal year. The Authority will vote on its final budget for FY 2011-12 at the Authority's June 15, 2011 Board meeting. I will forward the final budget to you as soon as it is approved. However, I can provide you with our per capita assessment request for this fiscal year. The Board voted at its May 18, 2011 meeting to maintain its per capita assessment request at 19¢ for the FY 2011-12. The impact to our member governments will vary only slightly from the FY 2010-11 FY because the growth rate in the region as a whole was only .07%. Our per capita request and our proposed work program for FY 2011-12 is attached for your information.

I would also point out to all of our local governments that the Authority has returned dollars to its member governments to help them improve their water supply capabilities. Over the past eight years the Authority provided direct grants of \$1,194,631 to its member counties. During this past fiscal year the Authority provided \$129,900 to three member governments to improve water conservation efforts. Hernando County received \$47,400, Citrus County received \$45,000, and Marion County received \$37,500.

The Authority understands that all levels of government are under severe budgetary constraints this year and will probably have the same problems next year. The Authority's budget request is relatively minor in the overall scheme of things. However, we feel that we need to do our part to lessen our impact on our member local governments.

If you need further information, please don't hesitate to contact me.

Sincerely,



Jackson E. Sullivan
Executive Director

Attachment

cc: Marion County WRWSA Members
John Garri, Finance Director
Flip Mellinger Utilities Manager



**Board of County Commissioners
DEPARTMENT OF WATER RESOURCES**

3600 W. Sovereign Path, Suite 202, Lecanto, Florida 34461
Telephone: (352) 527-7650 Fax: (352) 527-5429
Citrus Springs/Dunnellon/Ingles/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citruscountyfl.org

FOR IMMEDIATE RELEASE

Over 500 Rebates Issued to Citrus County Utilities' Customers

Citrus County, Florida – May 27, 2011 – Citrus County Utilities, in conjunction with a generous grant from Withlacoochee Regional Water Supply Authority, completed its 2011 Rebate Incentive program. Over 500 rebates were issued to customers who installed new water efficient fixtures in their homes. The program's primary goal is to save water here in Citrus County. "We estimate over two and a half million gallons of potable water will be saved each year through the installation of these water saving fixtures," said Citrus County Water Conservation Coordinator Debra Burden.

The program offered rebates of up to \$100 to customers as an incentive to replace their older toilets, dishwashers, and clothes washers with new high-efficiency products. High-efficiency toilets average 1.28 gallons per flush (gpf) compared to some pre 1980s models that can use up to 7 gpf and pre 1995 models that use 3.5 gpf. "We issued nearly 200 rebates for new toilets this year," said Burden, adding "toilets are the largest users of water in the home."

In addition, customers were also given rebates for adding environmental controllers such as soil moisture sensors to irrigations systems, and replacing water heaters with tankless versions. Soil-moisture sensors hooked to an irrigation system can offer significant reductions in homeowners' utility bills, according to a 2005 University of Florida study. The study found that most moisture sensors tested, produced water savings between 69 percent and 92 percent, compared to irrigated grass watered without the help of sensors.

Citrus County Utilities has offered this rebate program for the past several years. Customers interested in participating in next year's program should expect to see the 2012 application posted on Citrus County Water Resources' website, citruscountyfl.org, in January. Customers will also receive the application via their water bill. Rebates are limited and are issued on a first-come, first-served basis until funding is exhausted. Early submittal of applications is suggested.

For more information call the Water Conservation Coordinator at (352)527-7684 or visit citruscountyfl.org, then Water Resources on the web.

Contact:

Debra Burden

Debra.Burden@bocc.citrus.fl.us

(352) 527-7684



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St. Petersburg Times
tampabay.com

May 27, 2011

Undoing Florida's water management system

By Times Wire

It's hard to imagine how local officials could compound the damage that Gov. Rick Scott and the Legislature have caused to the environment. But this week, the Southwest Florida Water Management District found a way. The agency that oversees water resources on Florida's west coast agreed to disband the boards that see to the needs of local water basins. The move was a rash response to bullying from Tallahassee that undermines the environment, transparency and local control.

Board members of the agency known as Swiftmud voted to get rid of the seven basin boards in a move agency officials said was prompted by demands from the governor and Legislature that Swiftmud cut its budget. The boards are volunteer, though the move will save Swiftmud about \$400,000 in staffing costs. The real savings from disbanding the boards comes from putting an end to their tax levies. Officials said absorbing the boards' work under Swiftmud would help the agency reach its mandate to cut its budget by 40 percent, or \$112 million, next year.

Swiftmud concedes it had no directive from the governor and was reading the tea leaves from Tallahassee. The governor - as usual - was on radio silence; his environmental protection agency thinks the idea is great. But this is much more than a paper loss. Swiftmud has lauded the basin boards for their focus on the unique hydrologic needs across the district's 16-county region. The boards provide a local perspective on the specific problems these watersheds face, and they serve as forums for communities to prioritize what they need, from environmental programs to new water supply projects. Basin board tax money has played a key role in helping local governments afford the expensive costs of developing new drinking water resources, such as the desalination plant that serves millions of residents throughout Tampa Bay.

It also is essential to view the agency's retreat in the broader context of how this governor and Legislature are rolling back environmental protections. The agency is letting down its guard at the same time Florida's Republican leadership is easing development rules, fighting the federal government over cleaner water standards and making it harder for communities to stand up to abusive land-management practices. The state's natural resources are being weakened by the same politicians whose model for Florida's economic recovery revolves around the availability of land, open space and clean water.

The move also plays into Scott's penchant for secrecy. The proposal to disband the basin boards was not publicly debated; the district board member who cast the lone vote against it said it had "been in the works from Tallahassee" for months. The vote came two days before the agency's longtime director suddenly resigned - a move the board chairman suggested also was influenced by Tallahassee. Fewer protections, less local control, and more secrecy are bad for public health, the economy and open government.

From: Diane Salz <disalz@yahoo.com>
Subject: 5/31 WRWSA Enrolled Bill Status Report
Date: May 31, 2011 10:26:55 AM EDT
To: Jack Sullivan <jesull@comcast.net>

Jack,
Please let me know if there are any questions regarding the 5/31 enrolled bill status report (below) for inclusion in the Board Packet. In addition, I plan to update the Board on the status of the SWFWMD basin board changes, as well as the AIF/AWWA Water Forum I will be attending in Orlando on Friday, 6/3.
Thanks,
Diane

----- Forwarded Message -----

From: diane salz <noreply@lobbytools.com>
To: disalz@yahoo.com
Sent: Tue, May 31, 2011 10:20:28 AM
Subject: 5/31 Enrolled Bill Status Report

Enrolled Bills

2011	Enrolled Bills	<input checked="" type="checkbox"/> Only my bills	GO	<= Change sessions using the dropdown on the left
Bills Enrolled				[show summary]
Num	Title	Sponsor		
SB 0224	Relating to Local Government Accountability 05/12/11 Bill to Be Discussed During the Office of EDR's Revenue Estimating Impact Conference, 05/19/11, 9:30am, 301 C (No Votes Will Be Taken)	Dean		
HB 0229	Relating to City of Tampa, Hillsborough County 05/11/11 HOUSE Enrolled Text (ER) Filed	Young		
HB 0287	Relating to Economic Development 05/06/11 HOUSE Enrolled Text (ER) Filed	Eisnaugle		
HB 0399	Relating to Infrastructure Investment 05/06/11 HOUSE Enrolled Text (ER) Filed	Ray		
SB 0410	Relating to Impact Fees 05/12/11 Bill to Be Discussed During the Office of EDR's Revenue Estimating Impact Conference, 05/19/11, 9:30am, 301 C (No Votes Will Be Taken)	Bennett		
HB 0421	Relating to Agricultural-related Exemptions to Water Management Requirements 05/05/11 HOUSE Enrolled Text (ER) Filed	Bembry		
HB 0701	Relating to Property Rights 04/29/11 HOUSE Enrolled Text (ER) Filed	Eisnaugle		
HB 0767	Relating to Local Government 05/02/11 HOUSE Enrolled Text (ER) Filed	Rooney, Jr.		
HB 0879	Relating to Targeted Economic Development 05/05/11 HOUSE Enrolled Text (ER) Filed	Eisnaugle		
SB 0898	Relating to Executive Office of the Governor	Bennett		

05/04/11 SENATE Enrolled Text (ER) Filed

HB 0985	Relating to Hillsborough County	Burgin
05/11/11 HOUSE Enrolled Text (ER) Filed		
HB 0993	Relating to Rulemaking	Roberson
05/06/11 HOUSE Enrolled Text (ER) Filed		
SB 2156	Relating to Governmental Reorganization	Budget
05/12/11 SENATE Enrolled Text (ER) Filed		
HB 4031	Relating to Local Government Services	Dorworth
05/04/11 HOUSE Enrolled Text (ER) Filed		
HB 7215	Relating to Department of Agriculture and Consumer Services	Agriculture & Natural Resources Subcommittee
05/06/11 HOUSE Enrolled Text (ER) Filed		

Bills Presented to the Governor	[show summary]
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Num	Title	Sponsor
HB 0233	Relating to City of Tampa, Hillsborough County	Young
05/25/11 Signed by Officers and presented to Governor (Governor must act on this bill by 06/09/11)		
HB 0407	Relating to Residential Building Permits	Perry
05/25/11 Signed by Officers and presented to Governor (Governor must act on this bill by 06/09/11)		
HB 0741	Relating to Lake Worth Drainage District, Palm Beach County	Berman
05/25/11 Signed by Officers and presented to Governor (Governor must act on this bill by 06/09/11)		
HB 0869	Relating to Manatee County Port Authority	Boyd
05/25/11 Signed by Officers and presented to Governor (Governor must act on this bill by 06/09/11)		
HB 7207	Relating to Growth Management	Select Committee on Government Reorganization
05/25/11 Signed by Officers and presented to Governor (Governor must act on this bill by 06/09/11)		
HB 7223	Relating to OGSR/Competitive Solicitations	Government Operations Subcommittee
05/25/11 Signed by Officers and presented to Governor (Governor must act on this bill by 06/09/11)		

Bills Signed into Law	[show summary]
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Num	Title	Sponsor
HB 0283	Relating to Seaports	Young
05/24/11 Approved by Governor; Chapter No. 2011-41		
SB 1032	Relating to Federal Grants Trust Fund/DEP	Budget Subcommittee on General Government Appropriations
05/02/11 Approved by Governor; Chapter No. 2011-26		
SB 2002	Relating to Implementing 2011-2012 General Appropriations Act	Budget
05/26/11 Approved by Governor; Chapter No. 2011-47		
SB 2142	Relating to Water Management Districts	Budget
05/26/11 Approved by Governor; Chapter No. 2011-67		
SB 2152	Relating to Transportation	Budget
05/26/11 Approved by Governor; Chapter No. 2011-64		
HB 7001	Relating to Growth Management	Community & Military Affairs Subcommittee
04/27/11 Approved by Governor; Chapter No. 2011-14		

Bills Approved without Signature	[show summary]
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No bills.

Bills Vetoed	[show summary]
---------------------	-----------------------

No bills.

Bills Signed into Law with Appropriation Veto	[show summary]
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Num	Title	Sponsor
SB 2000▼	Relating to Appropriations	Budget
05/26/11 Approved by Governor with Line Item Veto; Chapter No. 2011-69		

Filed with **Secretary of State** [\[show summary\]](#)

Num	Title	Sponsor
HB 7103▼	Relating to Agriculture/H 7103 New Effective Date	Rules & Calendar Committee
04/06/11 Bill to be Discussed During the Office of EDR's Revenue Estimating Impact Conference; 04/08/11, 9:00am, 117 K (No Votes Will Be Taken)		

