



**WITHLACOOCHEE
REGIONAL
WATER
SUPPLY
AUTHORITY**

Board Meeting Package

July 20, 2016
3:30 p.m.

Meeting Location:

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

Withlacoochee Regional Water Supply Authority

Board of Directors

Effective February 2016

Office	Board Members
Chair	The Honorable Dennis Damato
Vice Chair	The Honorable Nick Nicholson
Treasurer	The Honorable Earl Arnett

Jurisdiction	Board Members
Citrus County	The Honorable Scott Carnahan
	The Honorable Dennis Damato
Hernando County	The Honorable Jim Adkins
	The Honorable Nick Nicholson
Marion County	The Honorable Earl Arnett
	The Honorable Kathy Bryant
	The Honorable Carl Zalak
Sumter County	The Honorable Al Butler
	The Honorable Don Hahnfeldt
City of Belleview	The Honorable Ron Livsey
City of Brooksville	The Honorable William Kemerer
City of Bushnell	The Honorable Dale Swain
City of Crystal River	The Honorable Ken Brown

Meeting Dates

The schedule of meetings for the 2015-2016 fiscal year are as follows:

October 21, 2015	April 20, 2016
November 18, 2015	May 18, 2016
December 16, 2015	June 15, 2016
January 20, 2016	July 20, 2016
February 17, 2016	August 17, 2016
March 16, 2016	September 21, 2016

**MEMORANDUM**

To: Water Supply Authority Board of Directors and Interested Parties

From: Richard S. Owen, Executive Director

Date: July 8, 2016

Subject: Monthly Meeting of the Withlacoochee Regional Water Supply Authority

The next meeting of the Withlacoochee Regional Water Supply Authority will be on **Wednesday, July 20, 2016, 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

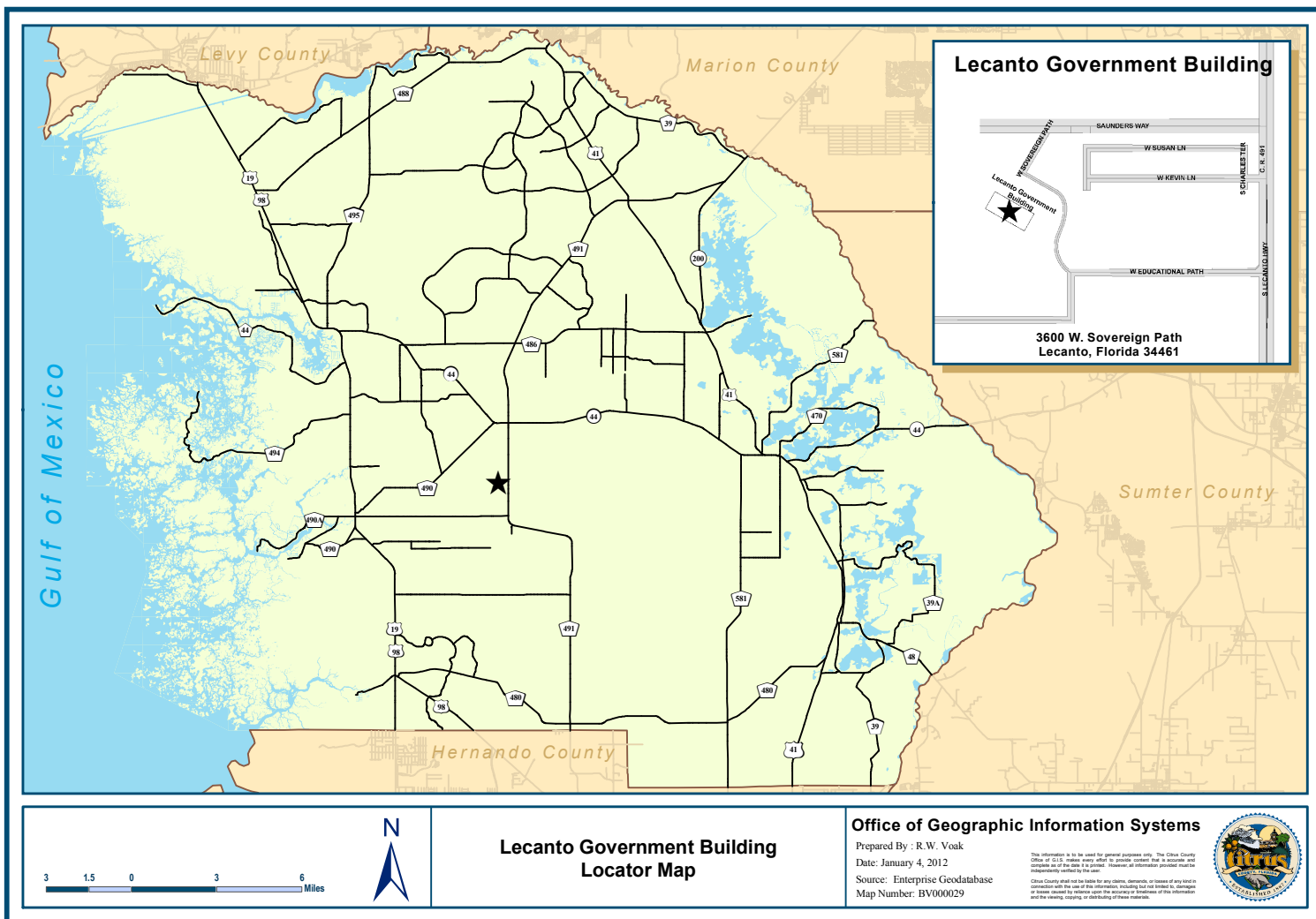
Enclosed for your review are the following items:

- Agenda
- Minutes of the May 18, 2016 meeting
- Board Package*

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

Enclosures

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



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

From Brooksville:

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

From Ocala

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

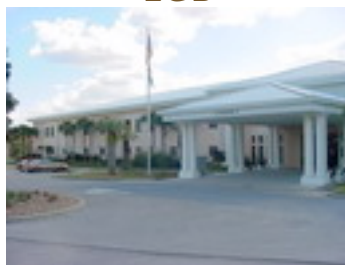
From Bushnell

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

From Wildwood

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

LGB



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

A G E N D A

**JULY 20, 2016 -- 3:30 p.m.
LECANTO GOVERNMENT BUILDING -- ROOM 166
3600 W. Sovereign Path, Lecanto, Florida 34461**

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

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2. Roll Call . . . Richard Owen, WRWSA Executive Director	
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11. Legislative Report . . . Diane Salz, WRWSA Governmental Affairs	
12. Attorney’s Report . . . Larry Haag, WRWSA Attorney	
13. Other Business	
14. Next Meeting	
• Consider Cancellation of August 17, 2016 Monthly Meeting	
• Next Meeting: September 21, 2016; 3:30 p.m.; Lecanto Government Building, Room 166	
15. Adjournment	

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

Item 4

Approval of Minutes

DRAFT

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

Minutes of the Meeting May 18, 2016

TIME: 3:30 p.m.
PLACE: Lecanto Government Building
ADDRESS: 3600 W. Sovereign Path, Room 166, Lecanto, Florida 34461

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

1. Call to Order

Commissioner Dennis Damato, Chairman, called the Withlacoochee Regional Water Supply Authority (WRWSA) meeting to order at 3:35 p.m. and asked for a roll call.

2. Roll Call

Richard Owen, WRWSA Executive Director, called the roll and a quorum was declared present.

BOARD MEMBERS PRESENT

Dennis Damato, *Chairman*, Citrus Co. Commissioner
Nick Nicholson, *Vice Chairman*, Hernando County Commissioner
Earl Arnett, *Treasurer*, Marion Co. Commissioner
Al Butler, Sumter County Commissioner
(via teleconference)
Scott Carnahan, Citrus County Commissioner
William Kemerer, Brooksville City Councilor
Dale Swain, Bushnell City Councilor

BOARD MEMBERS ABSENT

Jim Adkins, Hernando County Commissioner
Kathy Bryant, Marion County Commissioner
Carl Zalak, Marion County Commissioner
Don Hahnfeldt, Sumter County Commissioner
Ken Brown, Crystal River City Councilor
Ron Livsey, Belleview City Commissioner

3. Introductions and Announcements

- *Introductions.* Mr. Owen recognized Authority staff present for this meeting. Audience members introduced themselves for the Board's information.
- *Announcements.* Mr. Owen noted that Mr. Butler is attending this meeting via teleconference to provide a quorum for consideration of Item 7, Fiscal Year 2016-17 Budget Approval. Chairman Damato suggested Item 7 be considered prior to Item 6 and the Board was in agreement.

WRWSA STAFF PRESENT

Richard Owen, Executive Director
Larry Haag, Attorney
Diane Salz, Governmental Affairs
LuAnne Stout, Administrative Asst.

OTHERS PRESENT

Doug Andrews, Marion County Utilities Department
Jacob Arnette, Marion County Water Resources Coordinator
Alys Brockway, Hernando County Water Resources Manager
Debra Burden, Citrus County Water Conservation
Anthony Home, Jones Edmunds & Associates, Inc.
Richard Radacky, City of Brooksville Public Works
Lois Ann Sorenson, SWFWMD Demand Mgt. Program
Ken Vickers, Hernando County Utilities Department

4. Approval of Minutes

A copy of the March 16, 2016 minutes was provided in the Board's meeting materials. Following consideration, **Mr. Carnahan moved to approve the minutes for the March 16, 2016 meeting as presented. The motion was seconded by Mr. Nicholson and carried unanimously.**

5. Public Comment

No one submitted a *Request to Speak* card to address the Board.

At this time, the order of consideration was altered slightly.

7. Fiscal Year 2016-17 Budget Approval

Mr. Owen, WRWSA, provided an overview of the proposed Fiscal Year (FY) 2016-17 budget for the Board's review and approval. He noted that the budget has been prepared in a conservative manner in an effort to reduce costs and enhance efficiencies for member governments. Mr. Owen noted a revised proposed budget was provided for each Board member showing removal of the internet service line item as Citrus County will continue to provide secure accessibility. Also available is a description of the Authority's FY 2016-17 work program that is supported by the proposed budget.

Mr. Owen outlined the major aspects of the proposed budget. He briefly reviewed revenues (administrative and water supply facility development), expenditures (general administration and water resource supply projects), and fund balances.

- Administrative expenditures of \$212,784, down from the current year by \$29,644 or 12.2%.
- Water Supply Studies and Facilities expenditures of \$408,500, up from the current year by \$172,350 or 73%, primarily due to the initiation of Phase 4 of the Irrigation Audit Program.
- Total proposed expenditures amount to \$621,284, representing an increase from the current year in an amount of \$142,706, or 29.8%.
- Administrative Reserves at the end of the fiscal year are budgeted at \$403,687, down from the current year by \$13,534 or 3.2%.
- Water Resource Development Reserves at the end of the fiscal year are budgeted at \$888,767, up from the current year by \$96,172 or 12.1%.
- Combined Administrative and Water Resource Development Reserves at the end of the fiscal year total \$1,292,454, representing an increase of \$82,638 or 6.8%.

In response to questions by the Board, Mr. Owen provided clarifying information. He then read into the record WRWSA Resolution 2016-04, Adoption of Final Budget for Fiscal Year 2016-17 (Exhibit A).

Following consideration, **Mr. Carnahan moved to approve the FY 2016-17 budget by adoption of Resolution 2016-04, shown as in the Exhibit, said budget including expenditures in the amount of \$621,284, budgeted reserves in the amount of \$1,292,454, and a combined total amount of \$1,913,738, as presented in Exhibit A. Mr. Nicholson seconded the motion and it carried unanimously with Mr. Butler voting in favor via teleconference.**

The meeting's order of consideration returned to the published agenda.

6. Hydrologic Conditions Report

Ms. Lois Ann Sorensen, Demand Management Program Manager for the Southwest Florida Water Management District, provided the Board with a review of recent past and projected hydrologic conditions in the region.

This was an informational item and no Board action was necessary.

8. Charles A. Black Wellfield Water Supply Contract

- a. Status Report** – Mr. Owen, WRWSA, said on April 5, 2016, Authority staff met with representatives of Citrus County. He briefly reviewed the major points of agreement reached for a new Water Supply Contract. Mr. Owen said all of the provisions are consistent with and further past Board direction to staff for the new contract.

The following major points of agreement were reached for a new Water Supply Contract:

- Volumetric charge based on the sum of \$223,587 (this is the total revenue currently provided by the County under the existing agreement -- \$163,587 in capital repayment plus \$60,000 in administrative; does not include County contributions to the R&R fund) divided by the 4.597 mgd permitted quantity.
- The Authority Board will control how funds paid by the County to the Authority pursuant to the Agreement will be utilized through the Authority's annual budget approval process.

- Establish a minimum charge with a provision that would allow an exception to the minimum charge if regulatory requirements, beyond the control of Citrus County, prevented the County, on a permanent basis, from taking sufficient quantities to meet the minimum charge.
- The County would retain control of the R&R fund but language would be incorporated into the Agreement to make clear the procedure and eligible expenses for using the funds so as to avoid disagreements.
- The annual amount the County is required to deposit into the R&R fund will be reduced from the current Contract requirements. The exact amount is to be determined.
- Twenty-year agreement term with acknowledgement that the term could be extended by agreement of the parties.
- Continued cooperation on permit renewals.
- Intention of the parties that the new Agreement would replace all the existing agreements, as amended. Agreement would be completed by this summer.

In addition, two other provisions that have been discussed, but were not brought up in the meeting, include the following:

- A maximum or cap for the R&R fund, the amount of which needs to be established.
- A cost of living adjustment to the volumetric rate, utilizing the same cost of living benchmark used by the County for water rates.

This was an informational item and no Board action was necessary.

- b. Charles A. Black (CAB) Wellfield Engineering Analysis** – Mr. Owen, WRWSA, said one significant aspect of the proposed new Water Supply Contract is to potentially reduce the amount of money contributed to the Renewal and Replacement (R&R) fund on an annual basis. Pursuant to the current Water Supply Contract, Citrus County contributes a specified amount each year, with those amounts increasing through the remainder of the Contract, or fiscal year 2021. Staff believes the current funding schedule may be providing excess funds and could potentially be reduced under the new Contract. In order to accurately estimate the amount of necessary R&R funding, it is proposed the periodic Engineering Evaluation of the CAB facilities be conducted now rather than during the upcoming fiscal year when it was scheduled. The most recent report was completed in January 2013 at a cost of \$23,500.

Mr. Owen said the Authority has a number of consultants currently under contract to perform work on an as-needed basis. Authority staff has requested Jones Edmunds & Associates, Inc., one of the firms under contract, provide a proposal to update and re-evaluate the previous work conducted, with a specific intent to provide recommendations on future funding of the R&R fund. The work is being requested to be expedited in order to be considered in drafting the new Water Supply Contract.

Staff has identified a not-to-exceed amount of \$25,000 for this work. Funds are available in the current budget in the General Services Contract line item, which currently has an unobligated amount of \$47,500. The proposal by Jones Edmunds was provided to the Board prior to the meeting.

Following consideration, **Mr. Nicholson moved to approve the Work Order to Jones Edmunds & Associates, Inc. to conduct an Engineering Evaluation of the Charles A. Black Water Supply Facilities for an amount not to exceed \$25,000, as presented. Mr. Carnahan seconded the motion and it carried unanimously.**

9. Executive Director's Report

- a. Bills to be Paid** – Mr. Owen presented the April 2016 bills and requested Board concurrence of payment for administrative invoices in the amount of \$27,208.61 and project invoices in the amount of \$6,475.75, totaling \$33,684.36. **Mr. Nicholson moved to ratify payment of the April 2016 bills in the amount of \$33,684.36. The motion was seconded by Mr. Arnett and carried unanimously.**

Mr. Owen presented the May 2016 bills and requested approval of payment for administrative invoices in the amount of \$15,571.20 and project invoices in the amount of \$5,853.13, totaling \$21,424.33. Following consideration, **Mr. Carnahan moved for payment of the May 2016 bills in the amount of \$21,424.33, as presented. The motion was seconded by Mr. Nicholson and carried unanimously.**

b. Second Quarter Financial Report – Mr. Owen noted the report was provided in the Board's meeting materials. He reviewed report highlights for the Board's information. Following consideration, **Mr. Arnett moved, seconded by Mr. Nicholson, to accept the Second Quarter Financial Report, as presented. Motion carried unanimously.**

c. Correspondence – Items were included in the Board's meeting materials.

d. News Articles – News articles of interest were included in the Board's meeting materials. Mr. Owen directed Board members to the article entitled "How Many Straws?" and provided comments on the importance of knowing water usage. He also pointed out the article entitled "Swiftmud board OKs Polk's water cooperative." He said he has been monitoring this initiative and how it may relate to the WRWSA's area in the future. Mr. Swain noted concerns about the actions (paragraph six) noted in the article entitled "Public meeting set on plan to pump nearly 500,000 gallons of water per day out of Sumter County."

e. Other

- Mr. Owen briefly reported on the meetings he attended during April and early May. He said the Authority's proposed project for the Northern Cooperative Funding Initiative has been included in the SWFWMD budget. He noted the purchase order has been issued for the Northern District Groundwater Model Update.
- Ms. Salz, WRWSA Government Affairs, said staff stays involved legislatively through a number of outreach activities. She briefly reviewed recent meetings, workshops, and agency proposed actions.

10. Attorney's Report

Mr. Haag, WRWSA Attorney, said he had nothing to report at this time.

11. Other Business – None

12. Next Meeting Time and Location

The next monthly meeting is scheduled for June 15, 2016 at 3:30 p.m. The meeting location is the Lecanto Government Building, Room 166 (3600 W. Sovereign Path, Lecanto).

13. Adjournment

Chair Damato adjourned the meeting at 4:40 p.m.

Dennis Damato, Chairman

Richard S. Owen, Executive Director

Item 6

Local Government Grant Applications Review

This item is presented by Mr. Richard Owen, WRWSA Executive Director.

At the Authority's February 17, 2016 meeting, the Board approved an allocation of \$130,000 for the Fiscal Year 2016-17 grants program. The Board also provided direction that the grants program should focus on supporting water conservation activities. The Authority has received three grant applications, one each from Citrus, Hernando and Marion counties. A summary of the applications is presented below while copies of the applications are included as exhibits to this item.

The three applications received reflect continuations of member government proven effective water conservation programs. Staff analysis of the applications indicates these water conservation programs continue to meet the Authority's grant program requirements. Staff representatives from Citrus, Hernando and Marion counties have been invited to attend the meeting and answer any Board questions regarding their respective water conservation grant applications.

Exhibits – Citrus, Hernando and Marion Grant Applications

Staff Recommendation:

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

2016-17 WRWSA Grant Applications and Staff Recommendations

Applicant / Program	Amount Requested	Amount Recommended
Citrus County / Water Conservation	\$36,875	\$36,875
Hernando County / Water Conservation	\$47,500	\$47,500
Marion County / Water Conservation	\$35,245	\$35,245
Total	\$119,620	\$119,620



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

3600 W. Sovereign Path, Suite 202
Lecanto, Florida 34461
Phone: (352) 527-7669 Fax: (352) 527-5429
www.bocc.citrus.fl.us

June 16, 2016

WCL 2016-05

Mr. Richard Owen, Executive Director
Withlacoochee Regional Water Supply Authority
3600 W Sovereign Path, Suite 228
Lecanto, FL 34461

Re: Local Government Water Supply Funding Assistance Program

Dear Mr. Owen,

Citrus County is seeking funding assistance through the FY 2016-17 WRWSA Local Government Water Supply Funding Assistance Program. Per the submittal requirements, enclosed are Citrus County's application, Resolution No. 2016-075 indicating that funds are budgeted, and a summary of project tasks and associated costs. Citrus County intends to expend all funding for the FY 2016-17 program by September 30, 2017.

The Withlacoochee Regional Water Supply Authority's annual grant funding allows Citrus County to offer valuable water conservation education and incentives. The Authority's continued support is greatly appreciated.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Debra R. Burden".

Debra R. Burden
Water Conservation Manager
Citrus County Department of Water Resources

Enclosures: Grant Application Form
Resolution #2016-075
Exhibit "A" Scope of Work

Cc: Ken Cheek, Director, Department of Water Resources



WATER CONSERVATION GRANT APPLICATION FORM:

Name of applicant:

Citrus County, Florida, Department of Water Resources

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

The Citrus County, Florida, Department of Water Resources water conservation program will offer its annual rebate incentives program to Citrus County Utilities customers. The rebates include WaterSense® labeled toilets, WaterSense® irrigation controllers, EnergyStar™ clothes washers, and rain sensors. In addition, the program will continue to incentivize WaterStar certified new homes. Per the WRWSA's Regional Water Supply Plan, the department will continue to prioritize supplying free indoor retrofit items to customers, such as WaterSense® showerheads and faucet aerators. Grant funding will also support water conservation bill inserts disbursed to Citrus County Utilities customers, educational workshops, and promotional items to further water conservation education in the community.

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

Resolution 2015-067, \$36,875 to be completed September 2016
Resolution 2014-059, \$40,250, completed September 2015
Resolution 2013-084, \$40,250, completed September 2014

Attachments to application:

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

Return Application to:

Richard S. Owen, Executive Director
WRWSA
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461

RESOLUTION NO. 2016 - 2016-075

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

WHEREAS, the Citrus County Board of County Commissioners (Board) recognizes and supports the Citrus County Department of Water Resources (Department) efforts to educate its customers and the general public on the importance of water conservation; and

WHEREAS, pursuant to the Department's Consumptive Use Permits No. 20007121.006 and 20009791.009 and 20002842.011, it must continue to develop, improve upon, and expand water conservation programs to reduce demands on water resources within its service areas and increase efficiency of use; and

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

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

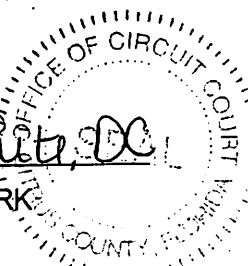
WHEREAS, the Department will budget and expend its matching funds as required by the grant program;

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

Citrus County Board of County Commissioners supports the application to the Withlacoochee Regional Water Supply Authority for the FY 2016-17 Local Government Water Supply Funding Assistance program and agrees to budget funds as identified in Exhibit "A".

ATTEST:

Tyanni L. White, D.C.
ANGELA VICK, CLERK



CITRUS COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY: Ronald E. Kitchen Jr.

RONALD E. KITCHEN JR., CHAIRMAN

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

Denise Lyn
DENISE LYN
COUNTY ATTORNEY

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY Tyanni L. White, D.C.
THIS 3 DAY OF June 2016



Exhibit 'A'

2016-17 Scope of Service

Project: Monetary Incentives

Objective: Reduce water consumption by providing monetary incentive for installation of water-efficient fixtures / systems.

Tasks: Provide four rebate opportunities to Citrus County Utilities customers: irrigation controllers, toilets, rain sensors and clothes washers. The rebates are publicized via three applications sent to the utility's customers as a bill insert. Customers wishing to participate, install the applicable water-saving fixture, and then return the application with an itemized receipt. A credit is then applied to the customers bill within 1-2 billing cycles.

WaterSense® labeled irrigation controller installation	\$3,750
WaterSense® labeled toilet replacement	\$15,000
Rain sensor replacement	\$5,000
Energy Star® clothes washer installation	\$11,250
Rebate application printing	\$3,000

Tasks: Through a partnership with Southwest Florida Water Management District, Citrus County Utilities is offering a \$1,000 incentive for up to 10 homes certified to WaterStarSM standards. Applicants communicate their intent to participate early in the building process. An agreement is signed with SWFWMD. Once the home is certified, a copy of the certificate is submitted to the utility to prompt fund issuance.

WaterStar SM home certification	\$10,000
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Subtotal: \$48,000

Project: Free Faucet Aerator & Low-flow Showerhead Distribution

Objective: Reduce water consumption through providing free WaterSense labeled aerators and showerheads to customers.

Tasks: Distribute faucet aerators and showerheads to customers. Customers are able to pick up fixtures directly from the conservation office. The fixtures are also available at homeowner association offices and are distributed at events geared toward CCU customers.

WaterSense® labeled faucet aerators & showerheads	\$3,000
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Subtotal: \$3,000

Project: Water Conservation Education

Objective: Provide education to community youth and adults that promotes water-conserving behaviors.

Task: Create and print eight newsletter bill inserts promoting water-saving behaviors.

Utility bill inserts	\$11,500
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Task: Coordinate student poster contest, toilet leak detection challenge and other youth education initiatives.

Youth conservation education	\$1,000
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Task: Purchase promotional items such as 5-minute shower timers, pens, pencils, rain gauges, and event t-shirts.

Promotional water conservation items	\$9,950
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Task: Promote community water conservation workshops.

Water conservation workshops	\$300
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Subtotal: \$22,750

TOTAL PROPOSED BUDGET: \$73,750

Withlacoochee Regional Water Supply Authority share (50%) \$36,875

Programming will begin October 1, 2016. Citrus County will expend all grant funding by September 30, 2017.

WATER CONSERVATION GRANT APPLICATION FORM:

Name of applicant:

Hernando County Utilities Department

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

Hernando County Utilities Department institutes dynamic, innovative and effective conservation and water resource protection programs which have lead the utility in lowering per capita water use to below the Southwest Florida Water Management District's regulatory limits.

Major elements of the program consist of:

Conservation and resources protection education for area businesses and residents

In-school education program

Conservation Messaging Campaign

Customer and Residents Incentive Programs and education pilot project.

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

FY 2012- Closed by September 30, 2013

FY 2013-Closed by September 30, 2014

FY 2014- Closed by September 30, 2015

FY 2015-Closed by September 30, 2016 (will be closed)

Attachments to application:

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

Return Application to:

Richard S. Owen, Executive Director
WRWSA
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461

RESOLUTION NO. 2016- 84

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

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

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

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

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

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

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

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

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

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

WHEREAS, the HCUD has submitted an application to the Authority’s funding assistance program to seek financial assistance in the development of a countywide water conservation program (the “Project”) in order to provide water conservation education throughout the entire county.

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

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

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

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

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

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

SECTION 6. The Board further authorizes HCUD, Interim Director Ricky Leach, to designate appropriate staff to perform the technical, financial and administrative activities associated herewith.

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

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

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

ADOPTED IN REGULAR SESSION THIS 14 DAY OF JUNE, 2016 IN BROOKSVILLE, FLORIDA.

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

Attest:



**DONALD C. BARBEE, JR.
CLERK OF COURT &
COMPTROLLER**

By:



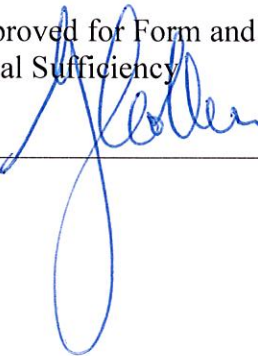
**JAMES ADKINS
CHAIRMAN**

(SEAL)



Approved for Form and
Legal Sufficiency

By:



**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
LOCAL GOVERNMENT WATER SUPPLY FUNDING ASSISTANCE PROGRAM
DESCRIPTION OF PROPOSED PROJECT FOR FISCAL YEAR 2017**

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

Overview

The Hernando County Utilities Department (HCUD) is one of the first local governments in the Southwest Florida Water Management District (SWFWMD) to establish a conservation water rate structure. Hernando County continues to endorse Ordinance 2010-15 which is a one day per week watering schedule. Average water use in the residential sector (single-family homes) is approximately 8000-10,000 gallons a month. Hernando County Utilities Department supplies safe potable water and waste water services to nearly 85% of Hernando County. HCUD's customer accounts including, residential, commercial and industrial totals nearly 60,000 accounts. Hernando County was also one of the first local governments to implement a rain sensor rebate program for customers. We have continued these incentive-based water conservation programs including, low flow toilets, irrigation evaluation and audit programs, Florida Friendly certified landscapes, participation in Florida Friendly Landscaping programs and are adding rebate for high efficiency washing machine as a pilot program for this fiscal year. These programs, along with many others, show the deep commitment this utility has to the protection and conservation of Hernando County's water supply.

Information is collected from Hernando County residents and other water conservation program participants on types of programs that they believe is the most important. Using that information we put together a monthly series of water related programs. The Water Conservation Division of Hernando County Utilities Department holds monthly educational seminars. These programs collectively titled Hernando County Water Awareness Series 2016 covered a variety of water-related subjects and participation in these professionally taught programs continues to rise each year. Over half of the participants in each program were new to Hernando County. These programs were: *Florida Friendly Landscaping, Become a Water Conservation Detective, Plan it! Plant it! Landscape Design for Homeowners, Vegetable Gardens for Central Florida, Lawn and Order-Professional Turf Tips for Homeowners, El Nino & You and Hernando County's Artificial Reef Project, Preparing for the Unexpected, Emergency Management and You.* Each program was recorded and shown on Hernando County Government Broadcast and shown on Bright House Channel 644. The series is being broadcast on our local government cable channel 644, which currently has a subscription rate of 37,000 and each program is shown once a week on WATER WEDNESDAY'S. Through the WRWSA Local Government Grant Program we support this effort. The WRWSA provided support to this group and helped facilitate this important set of educational presentations.

Our most impact oriented program was with another volunteer group, Hernando County's Groundwater Guardian Team, which has been instrumental bringing the importance of the protection of springs, groundwater quality and quantity to local officials and residents. As a requirement for this team to stay affiliated with the National Groundwater Guardian Foundation we have a series of Result Oriented Activities that are accomplished each year. The Groundwater Guardians are responsible for organizing and promoting a workshop every two years that targets local government leaders and community leaders on a variety of water related issues, best management practices and groundwater protection. The next Workshop is schedule for Spring 2017. These workshops were supported by the WRWSA, Southwest Florida Water Management District, and private corporate partners. Promotional and educational items have been and are being used to educate the residents of Hernando County.

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

PURPOSE & PROPOSED INITIATIVES

Major elements of the program consist of:

- County-wide user advisory committee (Groundwater Guardian Team);
- In-school education program (Springs Coast Environmental Education Center, Gulf Coast Academy of Science and Technology)
- Conservation Messaging Campaign
- Customer and Residents Incentive Programs and education pilot project.

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

Groundwater Guardian Team

This group is authorized by the Hernando County Board of County Commissioners and is organized under the auspices of the National Groundwater Foundation. Members represent the major water users of Hernando County. The user groups represented are power industry, agriculture, development, manufacturing, and recreational industries as well as representatives from the school system, city and county governments, and the Southwest Florida Water Management District (SWFWMD) and citizens. This group has developed, in accordance with the national foundation requirements, a "Result Oriented Plan" and implemented activities to communicate the importance of ground water protection in the community. The Team received its designation as a Groundwater Guardian Community in 2002 through

2016. The extraordinary efforts of this committee have received attention by the National Groundwater Foundation. In order to retain its designation, the Team and the community must apply its plan and submit an annual report on the progress of implementation. The Hernando County Groundwater Guardians also bring groundwater protection issues to the Planning and Zoning Commission and Board of County Commissioners. (Budget items: educational materials, travel, field trips/seminars, award ceremonies, web site upkeep, postage, meeting costs and other materials necessary to complete their Result Oriented Activities.)

Springs Coast Environmental Education Center (SCEEC)

The SWFWMD purchased Weeki Wachee Springs and the attraction property to be part of the Weeki Wachee Preserve. The District has committed approximately \$750,000 to construct an environmental education center on the property, under the condition that the Hernando County School District supply teachers, curriculum and equipment. The Hernando County Water and Sewer District (HCW&SD) Board and the Hernando County Board of County Commissioners have pledged to support this endeavor and have authorized a contribution to the Education Center. The doors of the unique learning center opened in April 2005. Initially it will serve fourth grade students of Hernando County, with plans to increase participation to through High School students. This past year the (SCEEC) hosted over 7200 Hernando County students. The Hernando County Utilities Department has specifically provided support for the development of a water resource/quality protection and water conservation module of the curriculum. By providing support to the center, the Utilities Department is allocating its resources to those skilled in working with students - teachers. In addition, creation of the curriculum module ensures that a consistent and continuing message will be embedded in the educational process. In FY 2008 we added the Gulf Coast Academy of Science and Technology to our student educational efforts. GCA is committed to providing a unique education through weekly field experiences integrated with a hands-on advanced middle school curriculum. (Budget item: Springs Coast Environmental Education Center, Gulf Coast Academy)

Water Conservation media messaging campaign:

This campaign includes radio and televised educational programming through Hernando County Government Broadcast and broadening our viewership by adding information to Bright House TV. SWFWMD continue to assist by preparing radio spots and local media campaigns. The innovative and instructional media messages broadens public awareness and heightened the acceptance of water conservation as a way of life. As a partner in the campaign we have the opportunity to "tag" each message with our own contact information. Our "tag" has both the Hernando County Utilities Department and Withlacoochee Regional Water Supply Authority. (Budget items: commercial airtime, radio and print media)

Water Conservation (HCUD customer's only) Incentive Programs:

Through innovative conservation programs, the Hernando County Utilities Department will encourage residents to conserve our valuable water supply. Incentive programs include: Sprinkler Check Up program for high water users, continued participation with the regional irrigation evaluation and audit program. Our partners include, Withlacoochee Regional Water Supply Authority, Southwest Florida Water Management District, Citrus and Marion Counties. Other water conservation customer incentive programs include a Rain Sensor Rebate Program (\$50.00), Low-Flow Toilet Replacement Program (\$100.00), and promotion of Florida Friendly Landscaping workshop, where customer attendees receive a "tuition" reimbursement on their water bill. Incentives also help further the promotion of Hernando County's Florida Friendly Landscaping (FFL) program. Customer rebates include a \$25 rebate for participating in the FYN rain barrel workshops and another \$25 rebate is available for certifying their landscape as a Florida Friendly Landscape. We are adding a new water conservation incentive program for FY 2017, High Efficiency Washing Machine rebates. (Budget items: water conservation incentive program features, such as low flow toilets, rain sensors, irrigation audits, Et/soil moisture sensors)

CONCLUSION

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

IMPLEMENTATION SCHEDULE

All of the above projects and initiatives will be ongoing throughout this fiscal year (2016/2017). Funds from the current (FY2016) WRWSA assistance program will be encumbered by September 30, 2016. This meets the requirement in order to submit funding request for 2016 fiscal year. The water conservation initiatives for 2017 will begin October 1, 2016 and conclude with all grant assistance funds being encumbered by September 30, 2017.

*These descriptions are in lieu of the required "Scope of Services" and task list. The cost of the projects correlate to the items as identified in the attached Proposed Budget.

**FY 2017 Conservation Project Budget
Hernando County Utilities Department
Withlacoochee Regional Water Supply Authority
Funding Assistance Program**

Springs Coast Environmental Learning Center	\$4,000		
Gulf Coast Academy	\$3,000		
Water conservation/Quality Curriculum, texts, equipment		Total:	\$7000
Promotional Items & Workshops			
Pencils, pens, magnets (giveaways)	\$ 5,500		
Flyers, brochures, (educational information)	\$ 11,000		
Florida Friendly Landscape Workshop, Program			
Speaker stipends, venue rental	\$ 1,000		
		Total	\$17,500
Conservation Advertising Campaign			
Commercial media spots (television, radio, print)	\$ 13,000		
Hernando County Government Broadcast, Bright House			
Charter, other televised media.			
(broadcast of water conservation workshops, educational video			
and broadcast media commercial)			
		Total	\$13,000
Water Conservation (Customer) Incentives Program:			
Sprinkler Check Up Program	\$8,000		
High Efficiency Washing Machine Pilot Program	\$15,000		
Rain Sensor Rebate Program 2017	\$8,000		
Toilet Rebate Program 2017	\$20,000		
Florida Friendly Landscaping, Rain barrel workshops	\$1,500		
		Total	\$52,500
Presentation/Workshop Equipment			
Projector and accessories	\$ 1000	Total	\$1,000
Water Awareness Program-Citizen's Workshops			
(materials, field trips, stipend for speakers, travel)		Total	\$ 2,000
Groundwater Guardians			
(training, materials, field trips, web site upkeep, display			
Awards, travel)		Total	\$ 2,000
TOTAL PROPOSED BUDGET		TOTAL	\$ 95,000
Withlacoochee Regional Water Supply Authority share	(50%)	Total	\$47,500



**Marion County
Board of County Commissioners**

Office of the County Engineer

412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

RECEIVED JUL 05 2016

June 28, 2016

Richard Owen, Executive Director
Withlacoochee River Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461

RE: FY 2016-2017 Water Conservation Grant Package for Marion County

Dear Withlacoochee Regional Water Supply Authority,

Enclosed you will find Marion County's application for your local government grant program. We are very grateful for the Authority's support of our water conservation programs and look forward to continued collaboration in this all important endeavor.

Should you have any questions or concerns, please feel free to contact this office at (352) 671-8672.

Sincerely,

Jacob Arnette
Water Resources Coordinator

Encl: Grant Application Package for Marion County

"Meeting Needs by Exceeding Expectations"

www.marioncountyfl.org

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

Marion County

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

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

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

2016 - \$35,475 to be completed September 30, 2016
2015 - \$32,350 September 30, 2015
2014 - \$38,600 September 30, 2014
2013- \$34,900 September 30, 2013

Attachments to application:

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

Return Application to:

Richard S. Owen, Executive Director
WRWSA
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461

Program Description

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

The following is a breakdown of the costs of the various projects that Marion County requests grant funding for during fiscal year 2016/17:

Landscape and Irrigation Retrofits	\$ 25,000
Low-Flow Toilet Rebates (East of I-75 only)	\$ 25,000
Low-Flow Retrofit Kits	\$ 15,000
Utility Bill Inserts on Water Use Efficiency	\$ 5,490
Total Project Costs	\$ 70,490
50% Project Costs	\$ 35,245

These projects represent only a portion of the County's on-going Water Use Efficiency Program. A cost-share of \$ 35,245 will help to offset the cost of performing indoor and outdoor retrofits and conducting public outreach. The remainder of the program costs will be funded by the Marion County Board of County Commissioners and other cooperative partners.

Landscape and Irrigation Retrofit Program: The purpose of this program is to demonstrate and promote efficient irrigation and landscape practices by retrofitting irrigation systems and landscapes to meet the Florida Water Star® Silver Level criteria. Participants in the program must agree to allow a minimum of 3 scheduled tours within one year of completing the retrofit and agree to promote efficient landscape and irrigation practices to their community. Analysis of water use data indicates that participants have achieved an average overall home water savings of 31%.

Low-Flow Toilet Rebates (East of I-75 only): The toilet rebate program offers Marion County Utilities customers up to \$100 (or \$180 if two toilets are replaced) to replace a conventional high-volume toilet (3.5 gallons per flush or greater) with a dual flush or high-efficiency toilet

(1.28 gallons per flush or less). This is an ongoing program that has been in place since October, 2011. As of March 1, 2016, this program has incentivized the replacement of 1,799 toilets.

This grant would provide for approximately 175 toilet rebates in the Marion County Utilities service areas east of I-75. It is estimated that the replacement of these toilets will save an estimated 25.1 million gallons total over their 20 year lifespan at a cost of approximated \$1.01 per thousand gallons saved. The County is expected to have a grant with the Southwest Florida Water Management District to cooperatively fund rebates west of I-75.

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

Utility Bill Inserts on Water Use Efficiency: Billing inserts are distributed on a bimonthly basis. These inserts are used to educate citizens on water use efficiency and to promote the County's incentive based programs. Message topics in FY2016/17 will include: informing citizens of the change back to the once a week watering schedule, how to conduct a routine check on an irrigation system, how to identify common household leaks, and other topics related to water use. These inserts are a big driver for participation in the County's water use efficiency initiatives.

Grant Timeline

Landscape and Irrigation Retrofits

Enroll participants	10/1/2016 – 8/1/2017
Complete retrofits and issue rebates	10/1/2016 – 9/30/2017

Low-Flow Toilet Rebates

Enroll participants	9/1/2016 – 9/1/17
Perform inspections and issue rebates	10/1/2016 – 9/30/2017

Low-Flow Retrofit Kits

Order conservation kits	10/1/2016 – 6/1/2017
Distribute and track conservation kits	10/1/2016 – 9/30/2017

Utility Bill Inserts on Water Use Efficiency

Develop and print materials	10/1/2016 – 8/15/2017
Send inserts	

RESOLUTION NO. 16 R- 196

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

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

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

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

WHEREAS, the Board is seeking a grant through the Authority's funding assistance program for landscape and irrigation retrofits, toilet rebates, low-flow retrofit kits and homeowner-education elements of its overall water conservation programming in Fiscal Year 2016/2017; and

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

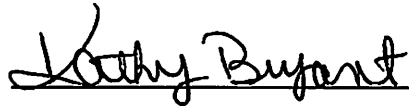
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, that:

1. Marion County Board of County Commissioners supports the application to the Withlacoochee Regional Water Supply Authority for local program funding for the 2016/2017 fiscal year.
2. Marion County Board of County Commissioners agrees to budget \$70,490 as part of its on-going Water Use Efficiency Program.

This resolution shall become effective immediately upon adoption of the final budget for Fiscal Year 2016/2017 by the Board of County Commissioners of Marion County, Florida.

PASSED AND DULY ADOPTED this 21st day of June, 2016

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

A handwritten signature in black ink, appearing to read "Kathy Bryant", is written over a horizontal line.

KATHY BRYANT, CHAIRMAN

ATTEST:

A handwritten signature in black ink, appearing to read "David R. Ellspermann", is written over a horizontal line. To the right of the signature is a faint, circular embossed seal.

DAVID R. ELLSPERMANN, CLERK

Irrigation Evaluation Program**a. Phase 3 – Status Report . . . Richard Owen, WRWSA**

Phase 3 of the WRWSA's ongoing Irrigation Evaluation Program began in October 2014. On-site evaluations for were completed in April 2016. A total of 140 evaluations were completed or 100% of the budgeted amount. A total of 134 rain sensors were replaced. Information by county is presented below.

COUNTY	COMPLETED EVALUATIONS	RAIN SENSORS INSTALLED
Citrus	46	47
Hernando	43	42
Marion	51	45
TOTAL	140	134

Post-evaluation water use data is being received from the participating utilities. The contractor has begun his follow-up inspections of approximately 35 participants to evaluate implementation of recommendations. By April 2017 the final post-evaluation water use data will be received and the on-site follow-ups will be completed, at which time the savings analysis will be conducted and the final report prepared. The project is on schedule with the revised schedule approved by the SWFWMD.

Staff Recommendation:

This is an information item and no action is required.

b. Phase 4 – Authorization to Issue a Request for Quotes . . . Richard Owen, WRWSA

At the Authority's September 2015 meeting, the Board approved submittal of an application to the SWFWMD for its Fiscal Year 2016-17 Cooperative Funding Initiative. The SWFWMD has included this project in its draft budget for the coming fiscal year. The project entails a continuation and enhancement of the WRWSA's ongoing Irrigation Evaluation Program. The purpose of this item is to seek authorization from the Board to publish a Request for Quotes from qualified contractors to implement certain components of this project.

Similar to the past three phases of the program, this phase will provide a base level of services (Core Program) to all participants. In addition to the Core Program however, conservation coordinators can further offer site specific options (Enhanced Program) to homeowners which will lead to more effective results and overall water savings (more savings per homeowner and/or more homeowners reached). The program will be divided into two levels of services provided which will include:

- Core Program (all audits) - homeowner rain sensor and irrigation controller education, rain sensor test and replacement when broken, irrigation controller time adjustments, irrigation system zone by zone evaluation of efficiencies, a catch-can test of one irrigation zone, irrigation controller battery replacement, and an audit report to homeowner; and
- Enhanced Program (added services if warranted) - catch-can audits of entire irrigation system, sprinkler head repair or replacement (for broken or mixed heads), capping unnecessary heads, replace rain sensors or weather stations with a WaterSense

Item 7

approved product associated with the existing WaterSense irrigation controller, replacement of obsolete-outdated controllers with WaterSense approved controllers, adjustment of irrigation controller based on the catch-can test, raising of a low irrigation head and straightening of a crooked irrigation head.

Enhancements to the program are intended to garner additional interest in homeowner participation and will lead to greater water savings in the region.

The total project budget is \$200,000, with 50% provided by the SWFWMD and the matching 50% being the WRWSA's responsibility. The Authority's matching funds are split 50/50 with participating utilities based upon the number and type of irrigation evaluations conducted in each utility. Local participants include Citrus County, Hernando County and Marion County utilities, the North Sumter County Utility Dependent District and the Village Center Community Development District. The amount of the project budget that is to be implemented by the selected contractor or contractors is a total amount not to exceed of \$171,840.00. This includes conducting irrigation system evaluations (core and enhanced) and follow-ups.

Staff will return to the Board with a recommended short list of responsive contractors at the September meeting. The RFQ and all subsequent contracts will be dependent upon funding from all participating parties.

The draft RFQ Information Packet is included as an Exhibit to this item.

Staff Recommendation:

Board approval of the issuance of the Phase 4 Irrigation Evaluation Program Request for Quotes, as contained in the Exhibit.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

**REQUEST FOR QUOTES
INFORMATION PACKET FOR
Irrigation Evaluation Program Phase 4 (N822)
July 21 – August 19, 2016**

The Withlacoochee Regional Water Supply Authority (Authority) requests quotes from responsive and responsible bidders for a WRWSA Irrigation Evaluation Program, Phase 4 — Irrigation System Evaluators. The selected respondent, hereinafter same as successful bidder or Contractor, will deliver the required goods/services and render the required goods/services to **3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461**. The terms respondent, successful bidder and Contractor will be used interchangeably throughout this RFQ.

Withlacoochee Regional Water Supply Authority will receive responses no later than 2:00 p.m., August 19, 2016. You may mail or deliver your responses to:

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

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

**Award for this Quote cannot exceed:
One hundred seventy-one thousand eight hundred and forty dollars (\$171,840.00)**

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

**General Conditions, Scope and Specifications
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PART I – GENERAL CONDITIONS

- 1.1 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFQ will be sent to the Authority at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and to the bidder at the address stated on the Quote Response Form.
- 1.2 **CONTRACT/AWARD PERIOD.** The contract/award period will be up to twenty-eight (28) months. It is renewable at the Authority's option for two (2), twelve (12) month periods, beginning on the date of the intent to award or finalization of the written agreement (whichever is utilized) and will remain in full force and effect for as long as the Authority has a need for the awarded goods or services, and providing there is an availability of sufficient approved funding to pay for the awarded goods or services.
- 1.3 **QUESTIONS.** The Authority will accept **written** questions in the form of e-mail, fax or by mail relating to this RFQ only during the following period: July 21, 2016 to August 19, 2016.
- 1.4 **DELAYS, CHANGES AND ADDENDA.** The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will be opened **August 19, 2016 at 2:00 p.m.**, in the Authority offices at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), all quotes submitted will be subject to review as public records thirty (30) days from quote opening or at the time the Authority provides notice of its intended decision if such decision is reached prior to the expiration of the thirty day period.
- 1.6 **CANCELLATION.** The Authority reserves the right to cancel the RFQ prior to bid opening and will give notice of cancellation to all persons/firms recorded as having received the original RFQ. Additionally, the Authority reserves the right to reject all quotes, cancel the RFQ, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be sent to all bidders and/or all persons/firms recorded as having received the original RFQ. No bidders will have any rights against the Authority arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the Authority. Thus, the Authority may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.7 **QUOTE WITHDRAWAL.** Quotes may only be withdrawn prior to the date and time set forth in item 1.5 above if the Authority receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.8 **QUOTE SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Quote Response Form where indicated. All quotes must be typed or printed and signed in non-erasable ink in the spaces provided on the Quote Response Form. All corrections made to the quote by the bidder must be initialed.
- 1.9 **REJECTION OF QUOTE.** The Authority reserves the right to reject any and all quotes or waive

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

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

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

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

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

PART II – SCOPE AND SPECIFICATIONS

- 2.1 **INTENT.** The Authority is interested in entering into an agreement with a qualified contractor (or contractors) to implement portions of an outdoor water conservation irrigation evaluation project referred to as the **Withlacoochee Regional Water Supply Authority Enhanced Irrigation Evaluation Program**. The Contractor will provide residential participants with an in-ground irrigation system evaluation to determine efficiency and site-specific recommendations for appropriate modifications to enhance efficiency and maximize water savings. The Contractor will also implement certain recommendations for those participants that are selected for the "Enhanced" aspects of the program. This program is anticipated to be conducted in partnership with the Southwest Florida Water Management District (District) through their Cooperative Funding Initiative Program. An Agreement between the District and the Authority is anticipated in early fiscal year 2016-17; if such an Agreement is not reached, this project may be cancelled.
- 2.2 **BACKGROUND.** This program is intended to be a multi-faceted educational, outreach and implementation program for single family residential water customers of Citrus, Hernando and Marion county utilities, the North Sumter County Utility Dependent District and the Village Center Community Development District. The irrigation evaluation component of the program is anticipated to be completed between October 1, 2016 and September 30, 2018. The follow-up evaluation portion of the program will begin October 1, 2017 and be completed by December 31, 2018. The Authority reserves the right to modify these time schedules and may accelerate

the time schedule if more than one contractor is selected.

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

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

- a. Identifying inefficiencies and recommending modifications by performing irrigation system evaluations.
- b. Disseminating educational information to customers and providing site-specific recommendations to improve water efficiency in the landscape.
- c. Providing rain sensor devices to program participants that do not currently have an operating or existing device.
- d. Implementing selected irrigation system efficiency recommendations for those customers that are selected to participate in the Enhanced Program.
- e. Follow up evaluations for an approximate 25 percent of participants to measure implementation of efficiency recommendations.

- 2.4 **PROJECT OBJECTIVES.** The Irrigation Evaluation Program proposes the following project objectives to reduce outdoor water use of participants:

- a. Increase utility customer's awareness of water resource issues.
- b. Educate water customers on conservation methods associated with modifying irrigation systems and/or practices.
- c. Identify water and dollar savings through efficient irrigation practices.
- d. Promote efficient use of potable water in landscape maintenance.
- e. Implement selected irrigation efficiency recommendations for those customers that are selected for the Enhanced Program.
- f. Compare total water usage at each location for one year prior to the evaluation to one

year post-evaluation water usage.

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

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

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

2.6 **CONTRACTOR 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. Have a minimum of two (2) years supervisory experience and management on similar projects.
- d. Provide to the Authority a current list of employees participating in irrigation evaluation programs.
- e. Provide office space and a computer with Microsoft Word, Excel for at least 1 staff person.
- f. Have all applicable licenses and permits to perform the scope of services. Copies must be provided with the bid submission.
- g. Have company identification visible at all times including, but not limited to, an identification badge, while performing work for the Authority, and company identification displayed on vehicles(s).
- h. Commence work within thirty (30) days from the date of award of the Contract.

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

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

hours, i.e., 8:00 a.m. – 5:00 p.m.

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

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

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

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

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

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

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

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

PART III - QUOTE RESPONSE

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

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

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

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

Attachments: Forms required with quote submission:

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

Exhibits:

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

ATTACHMENT 1
QUOTE RESPONSE FORM
FOR WRWSA IRRIGATION EVALUATION PROGRAM (N822) – QUOTE NUMBER RFQ 16-01

The undersigned bidder has carefully read this Request for Quote (RFQ) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. Bidder certifies that this quote is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a quote for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this RFQ and certifies that the person(s) signing this quote is (are) authorized to bind the bidder. Bidder agrees that if Bidder is awarded this RFQ, Bidder will provide the materials or services as stipulated in the specification of this RFQ 16-01. Bidder further agrees to furnish and to deliver as indicated, with all transportation charges prepaid, and for the prices quoted thereon as follows: **3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461.**

Administering Irrigation Evaluation Program, per specifications

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

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

Cost per Enhanced Evaluation Component

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

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

ATTACHMENT 1
QUOTE RESPONSE FORM
FOR WRWSA IRRIGATION EVALUATION PROGRAM (N822) – QUOTE NUMBER RFQ 16-01

Firm Name _____

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

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

Irrigation Auditors Certification # (from Secretary of State): _____

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

Authorized Representative's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____ Email: _____

Federal I.D.#: _____ Invoice Terms: _____

Authorized Signature: _____ Date: _____

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

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

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

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

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

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

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

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Company Name: _____

Name and Title: _____

Mailing Address: _____

Telephone Number: _____

Exhibit 1

**AGREEMENT BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND

FOR THE WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY REGIONAL IRRIGATION EVALUATION PROGRAM (N822)**

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

WITNESSETH:

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

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

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

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

Section 1. Independent Contractor.

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

Section 2. Project Manager and Notices.

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

- a. Project Manager for the Authority: Richard S. Owen
Address: Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
richardowen@wrwsa.org
- b. Project Manager for the Contractor: _____
Address: _____

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

Section 3. Scope of Work.

Upon receipt of written notice to proceed from the Authority, the Contractor agrees to perform the services necessary to complete the Project in accordance with the Project Plan set forth in Exhibit "A" of Agreement No. _____ [to be provided upon execution], the Agreement between the SWFWMD and WRWSA (Program N822). Any changes to the Project Plan and associated costs must be mutually agreed to in a formal written amendment approved by the Authority and the Contractor prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

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

SECTION 4. COMPENSATION

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

- A. For satisfactory completion of the Project, the Authority agrees to pay the Contractor an amount not to exceed \$171,840.00. Payment will be made to the Contractor in accordance with the Project Budget contained in Exhibit "A" and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a properly documented invoice. Invoices will be submitted monthly by the Contractor to the Authority electronically at lstout@wrwsa.org or to the following address:

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

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

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

Section 5. Contract Period

This Agreement will be effective upon execution by all parties and will remain in effect through September 30, 2019, unless terminated, pursuant to Section 11 or 12 below, or as amended in writing by the parties.

Section 6. Project Records and Documents.

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

Section 7. Ownership of Documents and Other Materials.

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

Section 8. Reports

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

Section 9. Indemnification.

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

Section 10. Insurance Requirement.

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

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

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

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

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

Section 11. Termination without Cause

This Agreement may be terminated by the Authority without cause upon ten (10) days written notice to the Contractor. Termination is effective upon the tenth (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 Authority up to the date of termination on a pro-rated basis and which are within the Scope of Work in Exhibit "A," are documented in the Budget, and are allowed under this Agreement.

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

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

Section 12. Default.

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

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

Section 13. Release of Information.

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

Section 14. Assignment.

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

Section 15. Law Compliance.

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

Section 16. Venue and Applicable Law.

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

Section 17. Remedies.

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

Section 18. Attorney Fees.

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

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

Section 19. Subcontractors

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

Section 20. Disadvantaged Business Enterprises.

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

Section 21. Third Party Beneficiaries.

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

Section 22. Public Entity Crimes.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

Section 23. Discrimination.

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

Section 24. Public Records

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

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

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

Section 25. Dispute Resolution

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

Section 26. Controlling Law

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

Section 27. Extent of Agreement

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

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

Section 28. Agreement Documents

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

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

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

ATTEST:

**WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY**

BY: _____

Richard S. Owen, AICP Date
Executive Director

WITNESSES:

Date

BY: _____

Name
Company title

Title

PREPARED BY:

Larry Haag
General Counsel for
Withlacoochee Regional Water Supply Authority

EXHIBIT A
PROJECT BUDGET

<p style="text-align: center;">EXHIBIT "A" Agreement Between the WRWSA and</p> <hr/> <p style="text-align: center;">PROJECT BUDGET ⁽¹⁾</p>	
Item	Cost
Core evaluations (320 evaluations @ \$xxx.xx each, inclusive of labor and program administration)	\$xxx.xx
Core evaluation rain sensors (320 rain sensors @ \$xxx.xx each)	\$xxx.xx
Enhanced evaluations (96 evaluations @ \$xxx.xx each, inclusive of labor and program administration)	\$xxx.xx
Catch-can audits	\$xxx.xx
Sprinkler head replacement	\$xxx.xx
Capping unnecessary heads	\$xxx.xx
Replacement of rain sensors or weather stations	\$xxx.xx
Replacement of controllers with WaterSense approved controllers	\$xxx.xx
Adjustment of irrigation controller based on the catch can test	\$xxx.xx
Follow-up evaluations (104 follow-ups @ \$xxx.xx each, inclusive of labor and program administration)	\$xxx.xx
Total Budget	\$xxx.xx
⁽¹⁾ Based on RFQ 16-01 Quote Response Form	

EXHIBIT B
Statement of Qualifications

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

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

Exhibit E.
Part I – General Conditions from the N822 Request for Quotes

PART I – GENERAL CONDITIONS
(Any changes to quote document would cause this section to be changed)

- 1.1 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFQ will be sent to the Authority at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and to the bidder at the address stated on the Quote Response Form.
- 1.2 **CONTRACT/AWARD PERIOD.** The contract/award period will be up to thirty-six (36) months. It is renewable at the Authority's option for two (2), twelve (12) month periods, beginning on the date of the intent to award or finalization of the written agreement (whichever is utilized) and will remain in full force and effect for as long as the Authority has a need for the awarded goods or services, and providing there is an availability of sufficient approved funding to pay for the awarded goods or services.
- 1.3 **QUESTIONS.** The Authority will accept **written** questions in the form of e-mail, fax or by mail relating to this RFQ only during the following period: July 21, 2016 to August 19, 2016.
- 1.4 **DELAYS, CHANGES AND ADDENDA.** The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will be opened **August 19, 2016 at 2:00 p.m.**, in the Authority offices at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), all quotes submitted will be subject to review as public records ten (10) days from quote opening or at the time the Authority provides notice of its intended decision if such decision is reached prior to the expiration of the ten day period.
- 1.6 **CANCELLATION.** The Authority reserves the right to cancel the RFQ prior to bid opening and will give notice of cancellation to all persons/firms recorded as having received the original RFQ. Additionally, the Authority reserves the right to reject all quotes, cancel the RFQ, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be sent to all bidders and/or all persons/firms recorded as having received the original RFQ. No bidders will have any rights against the Authority arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the Authority. Thus, the Authority may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.7 **QUOTE WITHDRAWAL.** Quotes may only be withdrawn prior to the date and time set forth in item 1.5 above if the Authority receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.8 **QUOTE SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Quote Response Form where indicated. All quotes must be typed

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

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

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

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

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

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

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

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

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

Exhibit 2.A.

2.A. SAMPLE PARTICIPANT LETTER

DATE

Name
Address
City, State, Zip Code

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

Dear Name:

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

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

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

Sincerely,

Signed

Enclosures

Exhibit 2B

Sample

Residential Landscape/Irrigation Evaluation Report

Note: The following sample report format is derived from Phase 3 of the Irrigation Audit Program and modifications will be necessary to reflect changes incorporated into Phase 4, specifically tailoring the report to the Core and Enhanced aspects of the program.

Phase 4 Residential Irrigation Audit Program

Evaluator:

Date:

Resident Name:

Address:

E-mail:

Report Overview:

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

Turf Area

Residential Irrigation Evaluation Report

Checklist:

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

Evaluation:

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

Residential Irrigation Evaluation Report

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

Residential Irrigation Evaluation Report

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

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

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

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

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

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

Irrigation Schedules:

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

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

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

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

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

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

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

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

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

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

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

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

¹ Based on watering days and applications as noted above

² Based on 1 day a week watering with 1 application per day

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

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

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

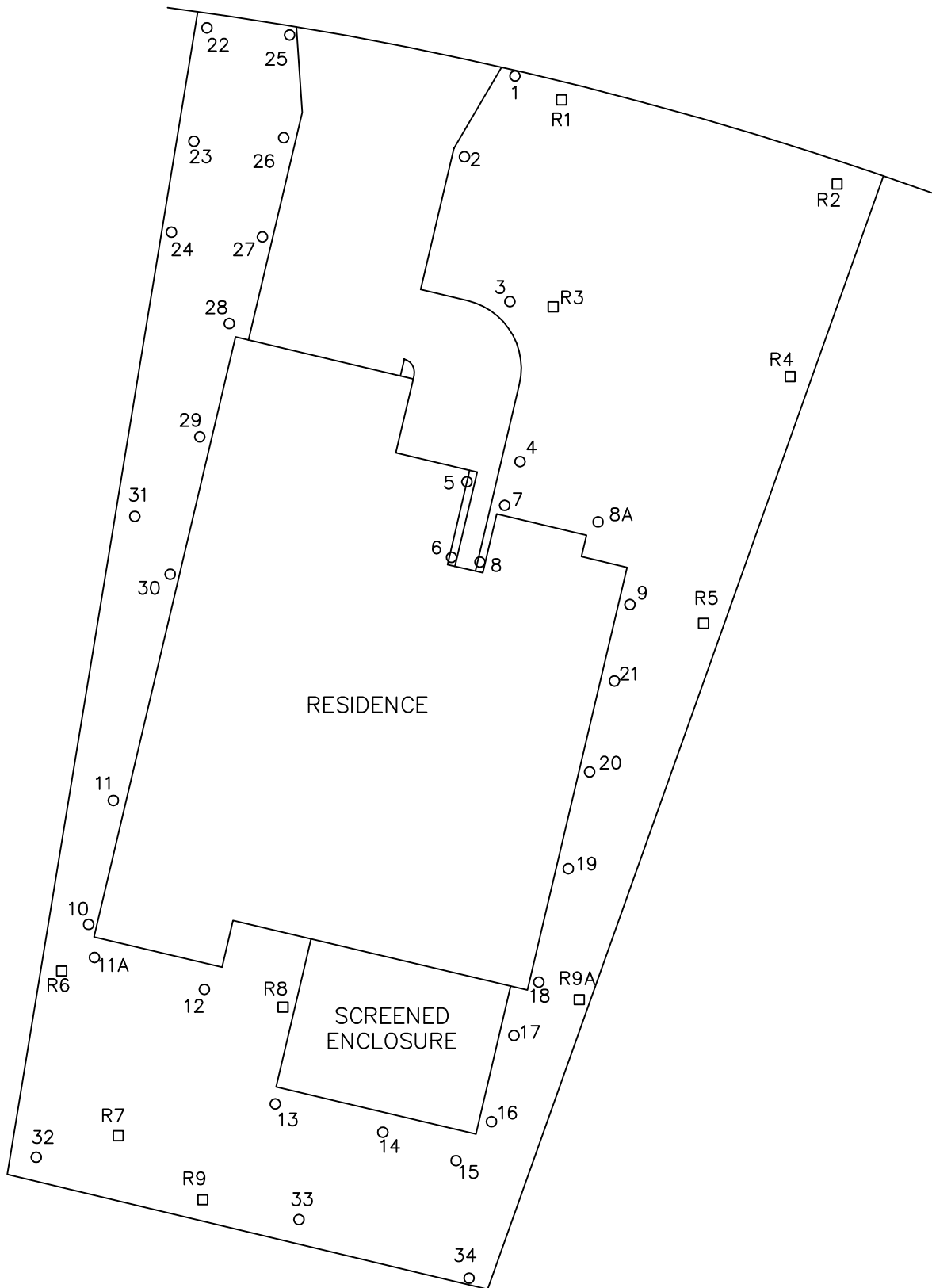
Approximately once per month inspect the irrigation system. Turn on each irrigation zone and visually examine all sprinkler heads. (Are they broken, spraying in the wrong direction or not rotating?) Take notes for later reference. Ten minutes of operation time is allowed for this inspection.

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

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

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

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



NTS

Plan provided courtesy of Marion County

LEGEND

- Location of Spray Heads
- Location of Rotor Head

IRRIGATION LAYOUT PLAN

DATE:

Date Issued

APPLICANT:

John Doe
Ocala, Florida

Charles A. Black Wellfield Water Supply Contract

a. Status Report . . . Richard Owen, WRWSA

Excellent progress has been made on the negotiations for a new Water Supply Contract with Citrus County. On June 17, 2016 WRWSA staff met with representatives of Citrus County. Discussions have continued subsequent to the meeting. The following are the major substantive points for the new Water Supply Contract that were either discussed at the most recent meeting or are being communicated through emails:

- Minimum Production Charge (minimum payment) – greater clarification as to the circumstances under which the provision would be waived. The County is still evaluating the minimum production charge to ensure it is acceptable. The minimum production charge is equal to the amount provided by Citrus County under the existing agreement (approximately \$224,000 annually).
- Billing – how pumpage will be determined when one or more meters are out of use.
- Reverter provision - the addition of a reverter clause to specify the facilities revert to Citrus County in the event that the WRWSA is dissolved. Reverter provision will include R&R funds.
- Cost of Living Adjustment (COLA) – currently structured such that the COLA tracks the same index as is used by Citrus County utilities. Proposed to limit it to what the BoCC actually approves, if less than actual COLA; the County's COLA takes effect October 1st. Agreed the WRWSA's should as well. Silent on what happens in a negative COLA.
- Term of Agreement – current draft contains 20 year term and can be renewed by mutual agreement. County proposed a 10 year term with up to 4 renewals at County's option.
- Authority Capacity – add text that County has first right to additional capacity.
- Ownership – to include new Exhibit that shows ownership method (fee simple, easement) for all facilities; County agreed to prepare all exhibits.
- Attorney's Fees and Costs – delete.

The County agreed to prepare changes to the current draft and provide those changes by July 15th. The current schedule calls for presenting the final new contract for WRWSA Board approval at the September 21, 2016 meeting. The County Commission would consider the new contract subsequent to the Authority Board's approval.

Staff Recommendation:

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

b. Charles A. Black Wellfield Engineering Analysis . . . Anthony Holmes, Jones Edmunds

At the May 18, 2016 Board meeting the Board approved issuance of a Work Order to Jones Edmunds to conduct an Engineering Evaluation of the Charles A. Black Water Supply Facilities. This evaluation is important to the current water supply contract negotiations. The analysis will look at the funding levels required for the renewal and replacement fund, which is a critical part of the contract provisions. The work is being expedited so that results can be considered in the contract negotiations. The schedule calls for the work to be completed prior to the July Board meeting but not in time to be included in the Board notebook. The report will be provided at the meeting.

Staff Recommendation:

The staff recommendation will be presented at the meeting.

General Technical/Engineering As-Needed Services Contract Extensions

This item is presented by Mr. Richard Owen, WRWSA Executive Director.

At its November 2012 meeting, the Authority Board approved entering into contracts with eight firms for the purposes of as-needed technical and engineering services. The Executive Director subsequently entered into such agreements with the following seven firms (listed alphabetically):

Atkins
C&D Engineering
Cardno
Hoyle, Tanner & Associates
Jones Edmunds
Progressive Water Resources
Water Resource Associates

One firm approved by the Board, HDR Engineering, did not return an executed Agreement to the Authority, so only seven contracts were executed.

Work under each agreement is authorized through the issuance of a work order. These agreements were for an initial term of three years, ending in November 2015, with the ability to extend each agreement twice by a period of one year. At its June 2015 meeting the Board approved extending these agreements by one year. The purpose of this item is to approve the second and final one year extension to each of the seven agreements with no changes in other agreement provisions.

Included as an exhibit to this item is the proposed Addendum to the Agreement with Atkins North America for a one-year extension. Similar Addendums will be prepared for the other firms. If approved by the Board, these Addendums will be sent to each respective firm for their signature.

See Exhibit.

Staff Recommendation:

Board approval of the Second Addendum to the Agreements for General Technical/Engineering Services as shown in the Exhibit, using Atkins North America as an example, with the following seven firms: Atkins North America; C&D Engineering; Cardno; Hoyle, Tanner & Associates; Jones Edmunds; Progressive Water Resources; and Water Resource Associates.

**SECOND ADDENDUM TO AGREEMENT FOR GENERAL PROFESSIONAL
ENGINEERING/TECHNICAL SERVICES BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND
ATKINS NORTH AMERICA, INC.**

THIS SECOND ADDENDUM is made and entered into this _____ day of July, 2016, by and between the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, a independent special district created pursuant to Section 373.1962, Florida Statutes, whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, (hereinafter referred to as "AUTHORITY"), and **ATKINS NORTH AMERICA, INC.**, whose address is 4030 W. Boy Scout Blvd., Suite 700, Tampa, FL 33607, (hereinafter referred to as "CONSULTANT").

WHEREAS, AUTHORITY and CONSULTANT entered into an Agreement for General Professional Engineering/Technical Services on the 28th day of November, 2012; and,

WHEREAS, said Agreement provides, in SECTION 16. TERM OF AGREEMENT, that the term of the Agreement is for three years and may be extended for two one-year periods upon mutual written agreement of both parties; and,

WHEREAS, the AUTHORITY and CONSULTANT extended the term of the Agreement by one year in November 2015; and,

WHEREAS, AUTHORITY and CONSULTANT wish to enter into this second Addendum in order to extend the original Agreement for an additional year.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The above recitals are true and correct and made a part of this Agreement.
2. The Agreement between the parties dated November 28, 2012, is hereby extended for an additional one (1) year period.
3. The remainder of the original Agreement shall remain in full force and effect except as modified by this First Addendum.

IN WITNESS WHEREOF this Second Addendum to Agreement for General Professional Engineering/Technical Services is entered into by the parties' duly authorized representatives on the date first above written.

**WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY**

By: _____
RICHARD S. OWEN, AICP
Executive Director

ATTEST:

By: _____
C. LUANNE STOUT

ATKINS NORTH AMERICA, INC.

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____

Item 10.a.

Executive Director's Report

Bills to be Paid

June 2016 provided in meeting materials.

**July 2016 to be provided at meeting
in supplemental materials.**

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

Bills For Payment
6/15/2016

<u>Administrative Invoices</u>	<u>Invoice Number(s)</u>	<u>Invoice Date</u>	<u>Amount</u>
Richard S. Owen, AICP	2016-05	6/6/2016	\$6,839.62
Larry Haag, Attorney	31918	5/6/2016	\$690.24
Jack Pepper, Special Counsel			\$0.00
Diane Salz, Governmental Affairs / Professional Fee	#053116	5/31/2016	\$3,500.00
Diane Salz, Governmental Affairs / Travel		5/31/2016	\$248.94
C. LuAnne Stout, Administrative Assistant	005-May-2016	6/3/2016	\$3,125.00
Karen Allen, Web Maintenance (two new pages)	#0075	6/11/2016	\$125.00
1-Stop Prints of Citrus County (envelopes)	16-00775	5/18/2016	\$95.00
Sun Trust Business Card Statement (postage, ofc supplies)	6.2.2016	6/2/2016	\$164.45
Total Administrative Invoices			\$14,788.25

<u>Water Supply Studies and Facilities</u>	<u>Contract/ Budget</u>	<u>Balance Remaining</u>	<u>Current Invoice(s)</u>
General Services Contract	\$75,000.00	\$35,000.00	
Work Order 16-01. Water Resource Associates	\$25,000.00	\$13,247.72	\$0.00
Work Order 16-02. Jones Edmunds & Associates	\$25,000.00	\$25,000.00	\$0.00
FY2015-16 Local Government Water Supply Projects			
Citrus Water Conservation Program	\$36,875.00	\$36,875.00	\$0.00
Hernando Water Conservation Program	\$47,750.00	\$47,750.00	\$0.00
Marion Water Conservation Program	\$35,475.00	\$35,475.00	\$0.00
Phase 3 Irrigation Program (2015-2016)	\$17,650.00	-\$4,679.80	\$0.00
Northern District Grndwtr Flow Model Ext (PO 2016-01)	\$12,500.00	\$12,500.00	\$0.00
Purvis Gray CAB Rate Analysis Work Order	\$12,000.00	\$11,100.00	\$0.00
Total Project Invoices	\$287,250.00	\$212,267.92	\$0.00

Total Bills to be Paid	\$14,788.25
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State Board of Administration	Transfer from SBA2 to SBA1	\$0.00
State Board of Administration	Transfer from SBA1 to SunTrust Bank	\$14,788.25

Item 10.b.

Executive Director's Report

2016-2017 Regulatory Plan

Item 10.b.

2016-2017 Regulatory Plan

This item is presented by Mr. Richard Owen, WRWSA Executive Director.

Pursuant to Chapter 120.74, the WRWSA is required to file a regulatory plan annually by October 1st of each year. The regulatory plan must identify laws enacted or amended during the previous 12 months that affect the duties or authority of the agency, and for each such law, the agency must state whether it must adopt rules to implement the law and provide details about the proposed rulemaking schedule. If rulemaking is not necessary to implement the identified laws, the agency must provide a concise written explanation of why that is so. Regulatory plans must also include a listing of other laws the agency expects to implement by rulemaking in the coming year and it may include an update or supplement to prior regulatory plans. Finally, the regulatory plan must include certifications by the presiding officer and principal legal advisor to the agency.

As shown in proposed 2016-2017 Regulatory Plan contained in the Exhibit, no new laws were enacted during the pertinent time period that affect the duties or authority of the WRWSA. In addition, no rulemaking activities are planned for the 2016-2017 timeframe. Upon approval by the Board, the WRWSA will submit the Authority's 2016-2017 Regulatory Plan and publish it on the Authority's website.

Staff Recommendation:

Board approval of the WRWSA's proposed 2016-2017 Regulatory Plan.

**2016-2017 Regulatory Plan of the
Withlacoochee Regional Water Supply Authority (WRWSA)**

A. RULEMAKING TO IMPLEMENT NEW LAWS

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

None

B. OTHER RULEMAKING

List each law not otherwise listed under A., which the WRWSA expects to implement by rulemaking before July 1, 2017, except emergency rulemaking:

None

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

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

D. CERTIFICATIONS

Certification of Chairman of WRWSA Board of Directors:

As Chairman of the Board of Directors, I certify that I have reviewed the WRWSA's 2016-2017 Regulatory Plan, that the WRWSA repealed all of its rules effective June 29, 2014, that no rulemaking has been conducted by the WRWSA subsequent to that repeal and further, as of July 20, 2016, that the WRWSA has no plans for rulemaking in the 2016-2017 fiscal year.

Dennis Damato
Chairman

Date: _____

Certification of the WRWSA General Counsel:

As General Counsel to the WRWSA, I certify that I have reviewed the WRWSA's 2016-2017 Regulatory Plan, that the WRWSA repealed all of its rules effective June 29, 2014, that no rulemaking has been conducted by the WRWSA subsequent to that repeal and further, as of July 20, 2016, that the WRWSA has no plans for rulemaking in the 2016-2017 fiscal year.

Larry Haag
General Counsel

Date: _____

Item 10.c.

Executive Director's Report

Correspondence



June 20, 2016

J.P. Marchand, P.E.
Bureau Chief, Water Resources Bureau
Southwest Florida Water Management District
2379 Broad St.
Brooksville, FL 34604

Dear Mr. Marchand:

I am writing on behalf of the Withlacoochee Regional Water Supply Authority (WRWSA) in response to your letter dated May 10, 2016. Your letter notified the WRWSA of water supply project options contained in the District's 2015 Regional Water Supply Plan (RWSP) for which the WRWSA was identified as the entity responsible for implementation. Pursuant to section 373.709(8)(b), Florida Statutes (F.S.), the WRWSA is required to respond in writing within one year of the District's notification.

The District's RWSP for the Northern Planning Region includes four alternative water supply project options for which the WRWSA was identified as the entity responsible for implementation, including:

- Surface Water/Stormwater Option #1 – Withlacoochee River Surface Water Supply Facility in Northern Sumter County, 10 mgd;
- Surface Water/Stormwater Option #2 – Withlacoochee River Surface Water Supply Near Holder, 25 mgd;
- Surface Water/Stormwater Option #3 – Surface Water Treatment Facility at Lake Rousseau, 25 mgd; and
- Seawater Desalination Option #1 – Crystal River Power Station.

In addition, the RWSP identifies three traditional fresh groundwater project options for which the WRWSA was, in part, the entity responsible for implementation, including:

- Fresh Groundwater Option #1 – Charles A. Black Wellfield Expansion, 2.34 mgd;
- Fresh Groundwater Option #2 – Wildwood Lower Floridan Aquifer, 6.0 mgd; and
- Fresh Groundwater Option #3 – Marion County Marion Oaks Wellfield, 9.0 mgd.

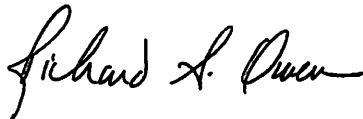
Regarding the Surface Water/Stormwater Options and the Seawater Desalination Option, none of these projects have been pursued to-date and are not anticipated to be pursued in the near future due to the general availability of fresh groundwater throughout the region to meet growing demands.

Regarding the Fresh Groundwater Options, although not "Alternative Water Supply" options, we would like to provide a status of these options. Neither Option 1, expansion at the Charles A. Black wellfield, or Option 3, Marion Oaks, has been pursued to-date due to the ability of the existing permitted quantities to meet demands for the immediate future. These projects options will be pursued in cooperation with Citrus County and Marion County, respectively, when demands grow sufficiently to warrant initiation. Regarding Fresh Groundwater Option 2, Wildwood Lower Floridan Wellfield, it is our understanding the District has issued a revised Water Use Permit to the City of Wildwood allowing for further development of the Lower Floridan Aquifer which can accommodate the City's increasing water needs.

We would also like to mention our continued commitment to and participation in Non-agricultural Water Conservation projects. Although not identified as a responsible implementing entity in the RWSP, the WRWSA supports implementation of the District's RWSP through its water conservation activities. The WRWSA continues to fund its Water Conservation Grants program with its member governments and continues its Residential Irrigation Evaluation program in partnership with the District and participating utilities. Water conservation will continue to be a primary focus of the WRWSA until such time as new water supply projects are necessary and one or more member governments turn to the WRWSA to participate in developing such a project.

We look forward to the District's continued support in helping to facilitate such regional water supply development opportunities. Please feel free to contact me should you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard S. Owen". The signature is fluid and cursive, with the first name "Richard" being more prominent.

Richard S. Owen, AICP
Executive Director

cc: WRWSA Board
Ken Cheek, Citrus County
Debra Burden, Citrus County
Angel Roussel, Marion County
Doug Andrews, Marion County
Jacob Arnett, Marion County
Alys Brockway, Hernando County

**Florida Department of Transportation**RICK SCOTT
GOVERNORAviation and Spaceports Office
605 Suwannee Street, MS 46
Tallahassee, FL 32399JIM BOXOLD
SECRETARY

TO: Special District

SUBJECT: Airport Zoning Regulations

(Please complete and return the questionnaire on the reverse side of this letter.)

Dear Sir/Madam,

The Florida Department of Transportation (FDOT) Aviation and Spaceports Office (ASO) is in the process of identifying Special Districts in Florida that have airport zoning authority responsibilities as described in Chapter 333, Florida Statutes (F.S. 333), which was recently amended by 2016 Florida Legislation. The revised F.S. 333 classifies Special Districts as political subdivisions and states that every political subdivision having an airport hazard area within its territorial limits shall adopt, administer, and enforce, under the police power and in the manner and upon the conditions prescribed in F.S. 333, airport zoning regulations for such airport hazard area.

Airport hazard area is broadly defined as "any area of land or water upon which an airport hazard might be established." An airport hazard means "an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities. An obstruction is an "existing or proposed object, terrain or construction/alteration which exceeds federal obstruction standards of 14 C.F.R. part 77, subpart C." In summary, if a political subdivision has an area in which an obstruction may be constructed which impacts air navigation of an airport, it must adopt and enforce airport zoning regulations. In the absence of such airport zoning regulations on your behalf a local political subdivision or the FDOT may be responsible for exercising airport zoning authority.

You are listed as the registered agent for a Special District by the Florida Department of Economic Opportunity (DEO). We request that you complete and return the attached questionnaire to assist FDOT in identifying Special Districts that have airport zoning authority. Please return it to the ASO office as indicated on the questionnaire. Your cooperation is greatly appreciated.

For more information on airport zoning regulations please see House Bill 7061 (2016) [Sections 21-36] at the ASO website [Publications] below. For more information on ASO or DEO please see the following websites:

Aviation and Spaceports Office website: www.dot.state.fl.us/aviation/

Department of Economic Opportunity - Special District Accountability Program website:

<https://dca.deo.myflorida.com/fhcd/sdip/OfficialListdeo/>

Questionnaire

What is the complete name of the Special District you are responding for?

Special District Name: _____

Does this Special District have authority to adopt or enforce airport zoning regulations within its territorial limits?

Yes: _____ No: _____

Please provide contact information for the individual most knowledgeable of airport zoning regulations of the Special District: (If applicable)

Name: _____

Address: _____

Email: _____

Phone Number: _____

Please email, fax, or mail the completed Questionnaire to FDOT using only one of the following methods. Thank you for your assistance.

Email: SpecialDistrictZoning@dot.state.fl.us

Fax Number: 850-414-4508 (Attn: Airspace and Land Use Manager)

Mailing Address: Airspace and Land Use Manager
Florida Department of Transportation
Aviation and Spaceports Office
605 Suwannee Street, MS 46
Tallahassee, FL 32399

Item 10.d.

Executive Director's Report

News Articles

Daily Commercial

More data wanted on Sumter water use request

Posted: Wednesday, May 11, 2016 5:00 pm
Scott Callahan scott.callahan@dailycommercial.com

BUSHNELL – An Ocala company has until June 6 to provide additional information about its request to pump nearly a half million gallons of water a day near Bushnell and sell it to a Leesburg bottling company.

The Southwest Florida Water Management District wants SWR Properties LLC to evaluate how its requested pumping will affect Belton's Millpond in the Shady Brook Golf Course and RV Park, located just east of the intersection of U.S. Highway 301 and County Road 470. The millpond is fed by three to four springs.

SWR owns about 10 acres southeast of the intersection of U.S. 301 and CR 470 that contains what has been called Fern Spring and Heart Spring. From here, the company wants to pump 496,000 gallons of water a day for 20 years and sell it to Azure Water, which has a bottling plant off Tally Road in Leesburg.

"Based on the results of your analysis, a reduction in the requested quantities (of pumped water) and/or a detailed monitoring plan may be required so that Belton's Millpond will not be affected," Ralph O. Kerr, a senior geologist with the SWFWMD's Water Use Permit Bureau, wrote to SWR Properties on March 8.

Data indicates that the 496,000 gallons of water a day SWR Properties wants to withdraw might exceed the spring flow at Belton's Millpond, according to Kerr, who gave the company and its engineering consultant 90 days to respond.

Besides sinking a 10-inch-wide well, SWR Properties plans to build a pumping station, driveway and modular office building on its property. Eighty 6,200-gallon trucks per day on average and 144 trucks on a peak month daily average would ship the water to Azure, according to documents.

In the last six weeks, SWFWMD has received more than 175 written and emailed objections from citizens to the permit request, according to the district's online Water Management Information System.

There is no timetable for when SWFWMD could approve or deny the permit, but Azure's 20-year buy offer comes with a clause saying the water must be delivered beginning this calendar year.

SWR Properties said in documents it hopes to be up and running by November.

DEP defends water pollution standards

Jeff Burlew, Democrat senior writer

4:49 p.m. EDT May 21, 2016

The Department of Environmental Protection is defending its proposed new pollution limits for Florida surface waters, saying they aren't weaker than current standards and won't decrease the protection they provide people.

But environmental groups assert the agency is in fact weakening standards for many of the toxic compounds it allows to be discharged into the state's rivers, lakes, streams and coastal waters. And they say DEP's method of calculating limits — a process not used by any other state or the Environmental Protection Agency — would allow for more pollution.

The Tallahassee Democrat reported last week the state wants to weaken its restrictions on roughly two dozen cancer-causing chemicals it will allow in its surface waters. Florida is in the process of updating its standards, something it's supposed to do periodically under the Clean Water Act but hasn't since the early 1990s.

DEP Secretary Jon Steverson said the coverage "inaccurately and unfairly" depicted the agency's proposal. "The state has some of the most comprehensive water quality standards in the country, including the most advanced numeric nutrient criteria in the entire nation," Steverson said. "We will continue to coordinate with EPA to adopt standards that will ensure our residents and natural resources enjoy clean and safe water."

DEP is updating human-health criteria for 43 dangerous chemical compounds it regulates and adopting standards for another 39 for the first time. If ultimately approved, the state would double the amount of compounds it regulates.

But the agency would allow higher limits for more than half of the 43 toxic substances it has on the books now. And most of the 82 compounds it would regulate would have less stringent limits than what EPA recommends.

"We will be at rock bottom," said Linda Young, executive director of the Florida Clean Water Network.

New approach controversial

The state says its proposed standards are designed to allow Floridians to safely eat seafood and drink tap water their entire lives. And it says the new limits would protect human health even in the most extreme cases, involving people who are exposed to more pollution through eating, drinking, showering and swimming.

Specifically, DEP officials say the vast majority of Floridians would have a lifetime incremental risk of getting cancer from the new standards of between one in 100,000 and one in a million. People highly exposed to contamination, like subsistence fishermen, would have a higher chance of one in 10,000.

"This does not reflect a weakening in standards or a decrease in protection," the agency said. "It is simply an update based on the latest science and risk models to ensure that Floridians continue to be protected from adverse health effects. DEP used only the latest, and most robust, scientific facts and figures to calculate the criteria."

But David Ludder, a Tallahassee attorney who represents the Florida Clean Water Network, said DEP's process for determining standards — the so-called Monte Carlo or probabilistic method — yields weaker limits than a competing method used by the other states and the federal government.

The more commonly employed deterministic method uses absolute values for factors including body weight and fish and water consumption. The department is using a distribution of values that include numbers not as protective as those used in the deterministic method, he said. Leon Morris of Wewahitchka returns to shore after a

"DEP justifies the change in methodology as 'better science,' " Ludder said. "It may be a more precise method of characterizing the population, but it will produce higher criteria values (more allowable pollution) than the deterministic method. Bottom line is that human exposures to toxins will be higher using the probabilistic method than they would be using the deterministic method."

Dee Ann Miller, a spokeswoman for DEP, said its method allows the state to consider the characteristics of all Floridians, not just one average weight or one fish consumption or drinking water rate. She said a scientific review panel that included the EPA and four Florida universities gave input on DEP's technical and scientific approach, "including their preferred use of the probabilistic method."

"This is a much more sophisticated and comprehensive analytical method that allows us to generate criteria to protect all Floridians including small children and people who eat more seafood than average," she said.

Activists concerned

Environmental activists, doctors and scientists have expressed a myriad of concerns about the proposed new limits, including a nearly three-fold increase in allowable amounts of benzene. They believe the proposed higher limit for benzene, a well-known carcinogen used in fracking and found in its waste water, is tied to efforts to bring the unconventional drilling technique to Florida. Last week, CREDO Action launched a petition drive against proposed standards it said "could pave the way for fracking."

Marc Freeman, a retired professor of neuroscience at Florida State University, said benzene and many of the other compounds are endocrine disruptors, which interfere with hormones and are linked to a host of developmental and other health problems. "The DEP folks are acting without prior information about endocrine disruptors," he said. "I have yet to meet a DEP scientist who knows what an endocrine disruptor is."

Miller said it is "short-sighted" to evaluate DEP's proposal based on a simple comparison to EPA recommendations, which recommends a range of numbers for each chemical. Any adopted standards must be approved by the EPA. "The vast majority of DEP's criteria, including benzene, fall safely within EPA's recommended range to protect human health," she said.

DEP has been working on the criteria on and off for a number of years. In 2013, its proposal stalled before the Florida Environmental Regulation Commission, whose seven members are appointed by the governor.

Young said DEP is moving forward now only because it must. "They are only doing this now because they know that EPA will be forced to promulgate these criteria for the state if Florida delays any longer," she said. "And EPA will use their numbers, which polluters don't want."

Contact Jeff Burlew at jburlew@tallahassee.com or follow @JeffBurlew on Twitter.

Experts: Water rates 'significant' in lowering usage

County, cities that use tiered structure note consumption drop

By Madison Fantozzi
The Ledger

Published: Monday, May 30, 2016 at 8:02 p.m.

Last Modified: Tuesday, May 31, 2016 at 9:27 a.m.

WINTER HAVEN — Water is the topic not only of the season, but of the year and decade.

And in the last decade or so, utilities departments have transitioned from flat rates to tiered structures — charging heavier water users more per gallon in an effort to decrease their usage. Data collected from Polk County, Lakeland, Winter Haven and Lake Wales show the tiered structures have done just that.

"Of course, there are other programs and initiatives that have contributed to lowering water usage," Polk County Utilities Director Marjorie Craig said, "but the tiered water rates provide the clearest reduction."

In Polk County, the average amount of water used per day per resident went from a peak of 128 gallons before 2003 — when its tiered structure was established — to 75 gallons last year.

In Lakeland, those numbers went from 87 gallons to 73 gallons those years. Lakeland's tiered structure has been in place for at least 20 years, Utilities Director Robert Conner said.

"As our structure is relatively modest, I suspect we did not get drastic changes," Conner said, "but undoubtedly, there was some behavior change."

That behavior change is crucial, said Craig and other members of her team, "in preserving Florida's environment and aquifer.

"We're not just a utilities department, we are environmental stewards," she said.

And they're also required by the Southwest Florida Water Management District to have a water conserving rate structure — one method being the tiers.

Swiftmud began requiring water conserving rate structures in 1993 in the three original water use caution areas: Highlands Ridge, Eastern Tampa Bay and Northern Tampa Bay. It became a districtwide requirement in 2009.

Most utilities have adopted tiered rate structures, according to Swiftmud's senior economist Jay Yingling, and that method is generally believed to be the most effective.

The idea of the tiered method is that prices in lower tiers can be reduced and prices in higher tiers can be increased as an incentive for customers to use less water.

The county did that in 2008 when it dropped the rate for its lowest tier of residential customers — those who use no more than 3,000 gallons — from \$2.09 to \$1.30 per thousand gallons while bumping the rate for its highest tier of residential customers — those who use more than 50,000 gallons — from \$10.28 to \$12.11 per 1,000 gallons.

Subsequently, the county saw the biggest drop in average daily residential water use from 2008 to 2009.

"And as the population continued to increase, water use per person decreased from that point forward, indicating the strong, diligent efforts made to ensure the sustainability of our water sources," said Krystal Azzarella, the county's utilities environmental manager. "The rates show the biggest impact at any one time."

The same holds true in Winter Haven and Lake Wales.

Sarah Kirkland, Lakes Wales' utilities director, said she isn't sure when the city went to the tiered rate structure, but that it has had one since 2008 at least. The average water use per day per customer has dropped from 142 gallons that year to 113 gallons in 2014.

Winter Haven adopted its first tiered rate in 1991, with only three tiers. In 2005, it went to a four-tiered rate and a seven-tiered rate in 2010. And water usage has decreased from an average of about 140 gallons per customer per day to about 126 gallons.

Cal Bowen, Winter Haven's finance director, noted that in 2015, the city had 10,000 more utilities customers than in 2001, but water usage was 489 million gallons less last year than it was 14 years ago.

"Something certainly impacted customer behavior as it relates to water usage," Bowen said. "The rate structure I'm sure had a lot to do with it, as well as public awareness of what a scarce resource water supply is."

That public awareness has led to initiatives including the Polk County Regional Water Cooperative, which Swiftmud approved in April, agreeing to appropriate \$10 million toward developing alternative water supplies in Polk.

Those alternative water supplies include conservation, tapping stormwater ponds and treated sewage, capturing river flows and tapping water from deeper sections of the aquifer.

Conservation is the least expensive of those alternatives, Azzarella said.

"And if we didn't implement conservation practices, we would have to go to those other, more expensive sources," she said, "and those costs would be reflected in the rates that customers wouldn't want to pay."

Craig and her team are part of the water cooperative's conservation team, made up of other utilities directors and Anne Yasalonis, University of Florida Institute of Food and Agricultural Science's urban horticulture agent for the Polk area. She's also the program coordinator for Florida Friendly Landscaping.

Yasalonis, too, thinks the tiered water rate structures have been proven to work.

"There's definitely a drop in water use because of the rates that can't be dismissed," Yasalonis said. "Along with Florida Friendly Landscaping — using rain barrels, micro-irrigation and switching out high-water use plants for lower types — and the public education that has developed, the rates have changed the way people consume and use water."

The Polk County Utilities team members said they don't get a lot of negative feedback from customers on the tiered water rate structure "because in Polk there is a demographic, mostly of retirees, who seem to be educated on the environmental issues," said Craig, who added that her previous utilities jobs in Tampa and West Palm Beach yielded more customer resistance to conservation.

Before the tiered water rate structure trend, some utilities customers may have even benefited from higher water use, with the price per 1,000 gallons becoming less as water use increased.

"That was probably true for some commercial users," said Charles Richards, Polk County Utilities finance manager.

Azzarella said most heavy water users today, however, "justify their use, particularly on the commercial side and are willing to pay extra for their business.

"We do see in the long term a reduction in their use, too, though, because it is such a high cost to pay," she said.

But there will be a time when water usage plateaus, she added — perhaps in the next 10 years.

"At that point, the rates will have done what they were intended to do," she said. "Then it will be our job to maintain that and continue education on conservation."

— *Madison Fantozzi can be reached at madison.fantozzi@theledger.com or 863-401-6971. Follow her on Twitter @madisonfantozzi.*

Tampa Bay Times

Tampa to study 'toilet-to-tap' water project

Richard Danielson, Times Staff Writer
Thursday, June 2, 2016 4:36pm

TAMPA — When Tampa opened its advanced wastewater treatment plant, officials wanted to show that untreated sewage could be purified into clean, clear water, so they drank some of it from champagne glasses.

In coming years, you could be drinking water from that same facility — only from your own glass.

The City Council voted Thursday to move ahead with a \$3 million feasibility study on a project to turn some of Tampa's treated wastewater into drinking water.

"It is a game-changer that can resolve drinking water supply problems for Tampa and the region for many decades to come," said Brad Baird, Tampa's administrator for public works and utilities services.

"It will allow Tampa to control its own destiny and finally realize our original goal to use this water for a higher purpose."

It's a priority for Mayor Bob Buckhorn, but it's not a new idea.

After seven years of study, Clearwater this year became the first city in Florida to launch a \$28.6 million project to inject treated wastewater into the ground, where it could be pumped back up later. It could start to pump up to 3 million gallons of treated water a day into the aquifer in 2018.

In addition, Hillsborough County has a test under way to inject treated wastewater into the deep aquifer, and all these projects are being monitored as Tampa Bay Water puts together a 20-year master plan that's due in late 2018.

"We're looking at several different ways of using reclaimed water as source water as part of the master plan," said Alison Adams, Tampa Bay Water's chief technical officer. Another idea being explored is sending reclaimed water to Tampa Bay Water's desalination plant.

Beyond the bay area, this is an approach that has been embraced by communities from California to the suburbs of Washington, D.C., to the Middle East.

"The science is on our side," Buckhorn said. "You've seen Israel take far less water and reuse it multiple times. . . . The water coming out of our plant right now is drinkable."

The process is often called "toilet to tap," though that phrase is a shorthand description for a longer journey.

Tampa is looking at two methods, both of which would redirect some of the 60 million gallons of treated wastewater that now goes directly into Tampa Bay.

In one, the reclaimed water would be pumped north to the Lower Hillsborough Wilderness Preserve. There, it would filter through wetlands or rapid-infiltration basins to the Tampa Bypass Canal. From there, it could be withdrawn, further treated to drinking water standards and sent to customers.

In the other, the city would pump treated wastewater directly into the aquifer, similar to what Clearwater plans.

Tampa's study will look at reusing 20 millions gallons of treated water per day, though that could rise to 35 million or 70 million gallons a day, Baird said.

Tampa officials have estimated that the project could cost a quarter of a billion dollars, though the study approved Thursday would revisit that, along with a lot of other technical and regulatory issues.

The city plans to split the \$3 million study cost with the Southwest Florida Water Management District. Carollo Engineers of Tampa will do the study, which is expected to take until January 2018.

Unknown, for now, is how soon the city could pursue the project if the study concludes that its assumptions are valid.

At that point, Buckhorn said, the city likely would try to win state and federal support for the project.

As aquifers and sources like the Hillsborough River are tapped further, "we've got to find other solutions," Buckhorn said. "Because with no water, there's no growth. I think the availability of clean drinking water will determine what the growth patterns are in the state of Florida for a generation."

Contact Richard Danielson at (813) 226-3403 or rdanielson@tampabay.com. Follow [@Danielson_Times](https://twitter.com/Danielson_Times)

Daily Commercial

Water managers intend to allow Bushnell pumping

Scott Callahan scott.callahan@dailycommercial.com | Posted 6-08-2016

BUSHNELL — Unless convinced otherwise at an administrative hearing, the Southwest Florida Water Management District intends to allow an Ocala company to pump 496,000 gallons of water a day from two springs near here.

The district on Wednesday emailed SWR Properties a Notice of Intended Agency Action and a Notice of Agency Action, approving the company's 20-year water use permit.

More than 200 people have telephoned, emailed or written to the district in opposition to the company's plans, and they can still request an administrative hearing to challenge the intended action. But they have to be notified first and the district does not publish any notices of intended action, according to Susanna Martinez Tarokh, public information officer for the district.

Sixteen people opposed to the pumping have specifically asked the district for notification of any action, and they now have 21 days to request an administrative hearing once contacted by email or 26 days once contacted by postal mail, Tarokh said.

Anybody else opposed to the pumping will have 21 days to request an administrative hearing if SWR — at its own expense — agrees to publish this notice of intended action in a newspaper of general circulation in Sumter County.

"Publishing notice of agency action will close the window for filing a petition for hearing," according to Darrin Herbst, chief of the district's Water Use Permit Bureau.

One of these 16 people is Joe Flynn, who lives in The Villages and is a member of a pumping opposition group there called Protect Our Water. He said the group now has about 800 members, many of whom are worried about sinkholes, and it will be challenging the water use permit.

"I haven't received a notice yet, but as soon as we do, we will request an administrative hearing and then we'll go to a magistrate, because that's only other alternative we have," he said Wednesday afternoon.

SWR owns about 10 acres southeast of the intersection of U.S. Highway 301 and County Road 470 that contains what has been called Fern Spring and Heart Spring. From here, the company wants to pump 496,000 gallons of water a day for 20 years and sell it to Azure Water, which has a bottling plant off Tally Road in Leesburg.

The district's approval of the water use permit comes with some conditions, including reporting water levels in a monitor well and three water gauges on nearby bodies of water, monthly meter readings, meter accuracy checks every five years and implementation of an environmental monitoring plan.

Another condition is that SWR "cease withdrawals" if the level of nearby Belton's Millpond falls below an established elevation. The pond is in the Shady Brook Golf Course and RV Park, located just east of the intersection of U.S. 301 and CR Road 470.

Besides sinking a 10-inch-wide water well, SWR plans to build a pumping station, driveway and modular office building on its property. Eighty 6,200-gallon trucks per day on average and 144 trucks on a peak month daily average would ship the water to Azure, according to documents.

Azure's 20-year buy offer comes with a clause saying the water must be delivered beginning this calendar year. SWR said in documents it hopes to be up and running by November.

Flynn said he doesn't understand the reasoning behind the district's intent to approve the water use permit.

"I understand where SWFMD is coming from," he said. "They're going by the rules that they've set up, but you have to meet those rules and they're not meeting those rules. They haven't justified the need."

The Ledger

Polk Regional Water Cooperative proposes new water supply projects

By Tom Palmer, The Ledger

Published: Wednesday, June 15, 2016 at 11:00 p.m.

AUBURNDALE — Polk Regional Water Cooperative board members voted unanimously Wednesday to seek state funding for three projects proposed to take care of public supply needs here for the next 20 years.

Estimated cost of the projects, which would likely be developed in phases over several years, is \$619.8 million. They would produce at least 42 million gallons per day.

Two would supply water by tapping a relatively unexplored, brackish section of the aquifer in wellfields east of Frostproof and in northwest Lakeland and a third would try to increase aquifer storage by damming sections of the Peace Creek drainage canal to create a series of reservoirs.

Any water derived from these projects would be shipped via an extensive pipeline system to local utilities that needed additional water.

It is unclear how these projects would affect local water rates.

The costs of developing these new alternative water sources are estimated to be between \$2.02 and \$3.03 per 1,000 gallons. Conventional water sources in use now typically cost between 80 cents and \$1 per 1,000 gallons.

The plan is to blend the current and future water supplies to keep costs as low as possible.

The additional cost is caused by the fact that the proposed wellfields are in relatively remote areas that would require miles of pipelines to connect to city or county utility systems and the lower-quality water will cost more to treat to drinking water standards. In addition, waste products removed during the treatment will have to be disposed of in injection wells punched even deeper underground.

In the meantime, local utility officials are also working to reduce water consumption through a variety of conservation programs that could save an estimated 205,035 gallons per day.

Jacqueline Hollister of Polk County Utilities said the programs include toilet rebates and financial assistance with installation costs, rebates for landscaping of new development projects to reduce water use and information on improved irrigation projects.

"We want to set an example of the best practices," she said.

Cooperative Chairman George Lindsey said the biggest challenge will likely be making sure these programs produce results and change practices.

"There's not a lot of sympathy for water conservation when people see sprinklers running in the rain," he said.

Hollister said the Southwest Florida Water Management District, which is funding half of the \$1.2 million cost of these efforts, will insist on seeing results.

Money has been a recurring theme throughout the discussion of the establishment of the cooperative, which the Southwest Florida Water Management District set as a condition for qualifying for an initial \$10 million in assistance to develop alternative water supplies.

Lobbyist Pepper Uchino from Anfield Consulting said it's important for Polk County officials to develop a compelling case for funding from the Florida Legislature for water supply projects.

"Polk County's story has not been told," he said, explaining Polk officials need to continually emphasize the importance of funding for Polk's economy and its environment.

Unless Polk officials make that case, the projects nominated Wednesday will go nowhere, he said.

— Tom Palmer can be reached at tom.palmer@theledger.com or 863-802-7535. Read more views on the environment at <http://environment.blogs.theledger.com> and more views on county government at <http://county.blogs.theledger.com/>. Follow on Twitter @LedgerTom.

The Ledger

Palmer: Yes, water's an issue, but what's the plan?

Solutions are more complicated than public understands

By Tom Palmer, The Ledger

Published: Saturday, June 18, 2016 at 8:44 p.m.

Elected officials and people I meet on my beat often tell me that they have concluded, usually after attending a program on the subject, that water is one of the most important issues facing Florida.

My response to these declarations is simple.

Yes, it is. Now, what exactly do you propose to do to deal with it?

I say this because water issues — quantity as well as quality — have been a topic of active discussion during the entire 42 years I have been covering news in Polk County.

The approaches to dealing with the issue have certainly evolved locally during that period.

In the 1970s and 1980s, the approach was a mixture of denial and attempting to game the system politically to fend off the perceived threat of "water raids" by coastal counties to feed their growth machine at the expense of Polk's.

This wasn't totally irrational, based on what had occurred in the Tampa area, where Hillsborough and Pinellas utility officials essentially colonized rural areas north of them to supply water for their growth.

What was unspoken is that Polk didn't need to worry about coastal counties sucking the county Polk dry. Polk had essentially done that to itself already by decades of unregulated pumping of water from the aquifer to manufacture fertilizer and to grow citrus and other crops.

The effects of overpumping pushed all major water users to improve their practices. Polk public and private water permit holders use significantly less water today than they did 25 years ago.

Fast forward to today.

Polk elected officials have formed a Polk County Water Cooperative to explore ways to provide adequate water for utility customers.

Other major users such as farmers and miners are working with water management officials on determining what their future projected needs are, too.

These efforts are a major improvement from earlier times. Today rational policy discussion and planning have replaced lawsuits and political wrangling.

The biggest obstacle is likely the fact that the full impact of what's coming has yet to sink into the public consciousness.

I was reading comments to a recent article explaining how inverted water rate structures, which involve charging anyone who uses more than the minimal amount of water a household needs higher water rates to encourage conservation.

Formerly water rates promoted consumption by giving heavy users lower rates because, frankly, this was profitable for utilities.

One of the recurring ideas I read involves storing flood water somewhere and piping it to wherever there's a shortage.

The idea of piping water from one place in Florida to another has been raised and rejected for a couple of sound reasons.

One is that building pipelines is pretty expensive and often the people from whom the water is being piped object.

The other is that any pipeline project needs a steady flow rather than an intermittent flow.

That is, there are periods – this month's heavy rains are a good example – when it seems as though there's a lot of water that could be diverted from flood plains to supply demand somewhere. The problem is that when it's that wet, water demand is usually low because the last thing anyone needs is more water on their property.

When the water is needed during droughts, there's no flood water to tap and sometimes little surface water. As many of you may recall from the 2000 drought, some lakes and portions of some rivers went dry.

The alternative is to find a place to store the water underground for later retrieval. That approach has met mixed success.

Any water placed in the aquifer is generally a benefit, but sometimes retrieving it later has reportedly been a problem and in some cases water managers have had to deal with the problem of contamination from naturally occurring arsenic that some of these processes increase.

Polk County has been challenged also in using surface water by our geography.

Seven rivers begin in Polk County, but they don't accumulate enough volume to be sustainably exploited between their beginning and the county line.

That could account for the recent decision by the co-op's board to leave projects that would tap the Peace and Alafia rivers off their main project list.

Instead, they will concentrate on proposals to tap and treat brackish water lying in deeper portions of the aquifer. The cost of delivering that water is about triple conventional methods.

The fact is that if there were easy, inexpensive solutions to Polk's future water supply challenges, they would have been pursued already.

There aren't.

As a result, everyone can expect to pay more for water in the future and can expect to be asked, if not mandated, to use less to preserve capacity for future growth.

That's because we're still not at the point where anyone's willing to admit that we will eventually hit some limits on the amount of water that will be available without causing further environmental damage or using methods of obtaining water that would be cost prohibitive.

That will be an issue with which future generations will have to wrestle.

— Tom Palmer can be reached at tom.palmer@theledger.com or 863-802-7535. Read more views on the environment at <http://environment.blogs.theledger.com> and more views on county government at <http://county.blogs.theledger.com/>. Follow on Twitter @LedgeTom. Copyright © 2016 NewsChief.com — All rights reserved. Restricted use only.

The Sun

Robert Knight: Imagine a future when Florida becomes desert

By Robert Knight

Special to The Sun

Published: Saturday, June 18, 2016 at 6:01 a.m.

One of my favorite Gary Larson cartoons was titled "Frog Pioneers." In classic Larson simplicity, the cartoon depicted three frogs with shovels and coonskin hats standing in a cactus- and scorpion-infested desert landscape. The lead frog boldly says, "We'll put the swamp here!" This cartoon appeals to me because it pokes fun at humans who will stop at nothing to achieve their goal of dominion over the realities of Mother Earth.

Like the Frog Pioneers, north Floridians live in a virtual desert. Lying between 28 and 31 degrees north latitude, the Florida springs region is squarely within the so-called horse latitudes, a geographical belt dominated by a subtropical climate with consistently high atmospheric pressure that suppresses cloud formation and precipitation. Four of the world's 10 greatest deserts — the Great Basin of North America, the Saharan of Africa and the Arabian and the Thar or Great Indian Desert of Asia — occur in this same latitudinal zone.

The Florida peninsula is essentially an island embedded in a subtropical ocean. As long as summer winds are generally from the west, humid air rises over our state's heated surface, creating convective rainfall that maintains our green plants and underground aquifers. In the winter months, less predictable frontal events provide periodic precipitation. Seemingly random tropical storms and hurricanes add to our long-term water supply.

But what happens when Mother Nature whimsically decides to station the Bermuda High over or just east of north Florida? Summer rains and tropical storms will steer clear and frontal systems will stay to the north. Rain totals will plummet and our already stressed water supply will be severely depleted. The world's climate is changing in unpredictable ways. What if Florida is unexpectedly faced with multiple years of extended drought?

During an extended period of low rainfall (e.g., successive annual totals less than 35 inches, compared to the state's average annual precipitation of about 51 inches) our subtropical heat and abundant vegetation will continue to evaporate and transpire surface and shallow groundwater, leaving no net rainfall, no water to maintain the vegetation and no recharge of our principal water supply — the Floridan Aquifer. The result will be regional aridity at a scale not apparent in the pollen record since the late Pleistocene about 10,000 years ago. At that time, and without the assistance of several million wells currently tapping the Floridan Aquifer, groundwater levels fell, spring and river flows slowed or stopped, and north Florida was a semi-arid grassland reminiscent of the Great Plains of the western U.S. Now, with an annual groundwater extraction averaging more than a trillion gallons, adding a few years of successive droughts may put all of us on an unintentional paleo diet.

Some will think immediately of desalination as the panacea for this possible future. At more than 10 times the cost of extracting water from the aquifer, we can quench our thirsts with de-salted water for a limited time, but there will be no economically-viable way to water crops, livestock or lawns.

The lesson from the real world, including many areas of the American West, is that our unsustainable depletion of the Floridan Aquifer may lead to consequences we can ill afford. We can make a conscious decision to husband our most valuable natural resource, the Floridan Aquifer, so we do not deplete it through our collective greed. Or, like the optimistic Frog Pioneers colonizing a New World, we can continue to dissipate Florida's natural bounty for a little while longer with no concern for a prosperous future.

— Robert Knight is director of the Howard T. Odum Florida Springs Institute in High Springs.

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Orlando Sentinel

Opponents of Sumter water-drilling project vow to continue to fight

by Chris Gerbasi, Correspondent
June 30, 2016; 11:43 a.m.

THE VILLAGES — Despite feeling stymied by Sumter County commissioners, residents vowed to continue their fight against a planned water-drilling project in the county.

An overflow crowd of more than 400 people filled a Villages recreation center this week for County Commission meeting. About 40 of them spoke in opposition to the Fern Spring project proposed by Spring Water Resources, or SWR Properties LLC of Ocala.

The Southwest Florida Water Management District issued a permit June 8 that would allow SWR to pump an average of 496,000 gallons of water per day from the upper Floridan aquifer for 20 years. The permit allows for an average of 892,800 gallons a day during the highest water-use month.

The 10-acre site of the proposed pumping station is south of County Road 470 and east of U.S. Highway 301 in Sumterville. The spring water would be trucked to Lake County and bottled and sold to grocery stores by Azure Water of Leesburg, water-management district documents show.

While the Sumter commissioners had no role in the permit process, residents urged them Tuesday to support their effort to get an administrative hearing before the water-management district.

"The issue is, will the [commissioners], elected by the residents of Sumter County to represent them, stand with and support the residents in their effort to be heard?" said Joe Flynn, a Villager who is one of the leaders of Protect Our Water.

Members of the group believe there is no demand for the water project, and that it is potentially hazardous to the quality of the aquifer, would generate pollution and truck traffic and could create sinkholes.

Marsha Shearer of The Villages quoted from the county's own conservation goals in making her point to commissioners.

"Allowing water to be pumped without cost, transported, processed and bottled, for the purpose of selling back to the public that which is readily available by turning on a tap, does not meet the criteria of conserve and protect while maintaining the highest environmental quality possible," she said.

The commission took no action on the residents' request.

"The water-management district did indeed vet this case probably more than they've vetted one of these permits in many, many years," Commission Chairman Garry Breeden said.

If the commission intervened in the process, Breeden said, the action would be viewed as opposition to the water-use permit, and SWR could make a case for prior prejudice at future hearings before the commission.

SWR may need commission approval for zoning, building or road improvement permits, though no applications have been submitted so far, Breeden said. Calls Wednesday to the number listed for SWR were not returned.

Residents voiced concerns May 4 during a water-management district public meeting for the SWR application, district spokeswoman Susanna Martinez Tarokh said. The district's Governing Board, however, didn't hear the application because district staff has authority to issue water-use permits for requests of less than 500,000 gallons per day, she said.

Flynn and other residents met Wednesday with district representatives who explained the guidelines necessary for an administrative hearing.

At least 10 residents had requested the hearing based on what they considered to be inaccuracies in SWR's business plan, but they were rejected, Flynn said. He planned to file another application.

"I feel a little more hopeful about getting an administrative hearing," he said.

Flynn noted how upset residents were with county commissioners following the meeting, even using the word "recall."

"This is turning into a much bigger issue than water," he said.

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6 Things You Need to Know About the 2016 Florida Water Bill

Posted by Mary Lusk on July 1, 2016

It's Florida Water Bill Day! A new water law becomes effective in Florida today, July 1, 2016. Most famously known as the "Water Bill," this Florida legislation was 2 years in the making and has a little something for everyone, from Florida homeowners, to farmers, to developers, and environmentalists. Here are 6 key things you need to know about the 2016 Florida Water Bill.

1. The bill creates the Florida Springs and Aquifer Protection Act, which is aimed at protecting Florida springs fed by the Floridan Aquifer. The legislature finds that many of these springs are threatened by excessive groundwater withdrawals and by polluted runoff. The excessive groundwater withdrawals have to do with an ever-growing Florida population and the fact that we get most of our public supply water from groundwater. The state must now establish minimum flow levels (MFLs) for these springs. The MFLs set a limit at which further groundwater withdrawals would be harmful to the spring area ecology. Polluted runoff into the springs comes from materials—mainly nutrients and pathogens—carried by stormwater to the spring headwaters. As stormwater runs over the land, it picks up all kinds of pollutants, like excess nutrients from fertilizers, bacteria from the dog waste not picked up and properly disposed of by dog owners, and oil droplets on parking lots and roads. Stormwater then delivers all those pollutants picked up along the way to water bodies across the state.
2. Under the Florida Springs and Aquifer Protection Act, a Basin Management Action Plan (BMAP) must be established anytime a Florida Outstanding Spring (those with flows of at least 100 cubic feet per second) is found to be impaired by a given pollutant. The BMAP must outline priorities for identifying sources of the pollutant and taking corrective action. Specifically, this law requires any municipality within a Florida Outstanding Springs BMAP to adopt fertilizer ordinances and to begin a program of septic system remediation, a nod to the fact that improperly sited or poorly maintained septic systems are a leading contributor to water pollution. Further, no new septic systems will be allowed on lots smaller than 1 acre, and new agricultural operations in the area must agree to pollution-reducing best management practices (BMPs). This act is most noteworthy to rural residents who rely on septic systems to treat domestic wastewater, as the costs to make necessary remediations may be large.
3. The 2016 Florida Water Bill codifies the Central Florida Water Initiative (CFWI). The CFWI is a collaborative water planning body authorized to pursue alternative water supply projects within areas of Orange, Osceola, Polk, Seminole, and Lake counties where there is restricted water supply. The Florida Department of Environmental Protection is now mandated to adopt rules regarding permit reviews, conservation goals, and recovery strategies in the CFWI. This means the CFWI must adopt a single, multidistrict regional water supply plan, including needed recovery or prevention strategies and a list of water supply development or resource projects. While this work must be commenced by the end of this year, in reality, much of it has already been done and is found in the CFWI regional water supply plan.
4. The law goes beyond emphasizing enrollment in the state agricultural BMP program by mandating a new emphasis on BMP implementation. Agricultural producers within BMAP areas will be required to enroll in BMP programs and provide documentation of BMP implementation, or they must set up a water quality monitoring program on their property.

5. Water management districts are directed to promote expanded cost-share criteria for additional conservation practices, such as Golf courses watered with reclaimed water-soil moisture sensors and other irrigation improvements, water-saving equipment, water-saving household fixtures and software technologies that can achieve verifiable water conservation. Look for new or expanded cost-share programs with an emphasis on water conservation tools and programs.
6. Finally, the Water Bill puts expanded emphasis on South Florida ecology, specifically the detrimental conditions associated with excess water flows from Lake Okeechobee. While agricultural BMPs are already extensively in place for the watershed, the law now stipulates that where water quality problems are detected for nonagricultural nonpoint sources despite the appropriate implementation of adopted BMPs, FDEP and water management districts shall institute a reevaluation of practices so rules can be revised to require implementation of the modified practices within a reasonable time period. This has important implications for urban stormwater managers, who may find themselves in need of retrofitting urban stormwater infrastructure.