

Board Meeting Package

September 16, 2020 3:30 p.m.

Meeting Location:

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

Withlacoochee Regional Water Supply Authority

Board of Directors

Effective March 2020

| Office | Board Members | | |
|------------|------------------------------|--|--|
| Chair | The Honorable Steve Printz | | |
| Vice Chair | The Honorable Scott Carnahan | | |
| Treasurer | The Honorable Kathy Bryant | | |

| Jurisdiction | Board Members |
|---------------------|-------------------------------|
| Citrus County | The Honorable Scott Carnahan |
| Citrus County | The Honorable Jeff Kinnard |
| Harnanda Caunty | The Honorable Jeff Holcomb |
| Hernando County | The Honorable John Mitten |
| | The Honorable Kathy Bryant |
| Marion County | The Honorable Michelle Stone |
| | The Honorable Jeff Gold |
| Cumtor County | The Honorable Al Butler |
| Sumter County | The Honorable Stephen Printz |
| City of Belleview | The Honorable Gary Ernst |
| City of Brooksville | The Honorable William Kemerer |
| City of Bushnell | The Honorable Dale Swain |
| City of Inverness | The Honorable Ken Hinkle |

Meeting Dates

The schedule of meetings for the 2019-2020 fiscal year are as follows:

November 13, 2019 January 15, 2020 March 18, 2020 May 20, 2020 July 15, 2020 September 16, 2020

WITHLACOOCHEE REGIONAL



September 4, 2020

MEMORANDUM

To:

Water Supply Authority Board of Directors and Interested Parties

From:

Suzannah J. Folsom, Executive Director

Subject:

Withlacoochee Regional Water Supply Authority Board of Directors Meeting

The Withlacoochee Regional Water Supply Authority will hold a regular business meeting on Wednesday, September 16, 2020, 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.

Due to Federal COVID-19 guidelines and State of Florida Executive Order 20-193 extending the declaration a Public Health Emergency in Florida until October 1, this meeting will be held using teleconference capabilities between Board members and staff utilizing Room 166. The dial in number is 712-775-7031 and access code is 314150.

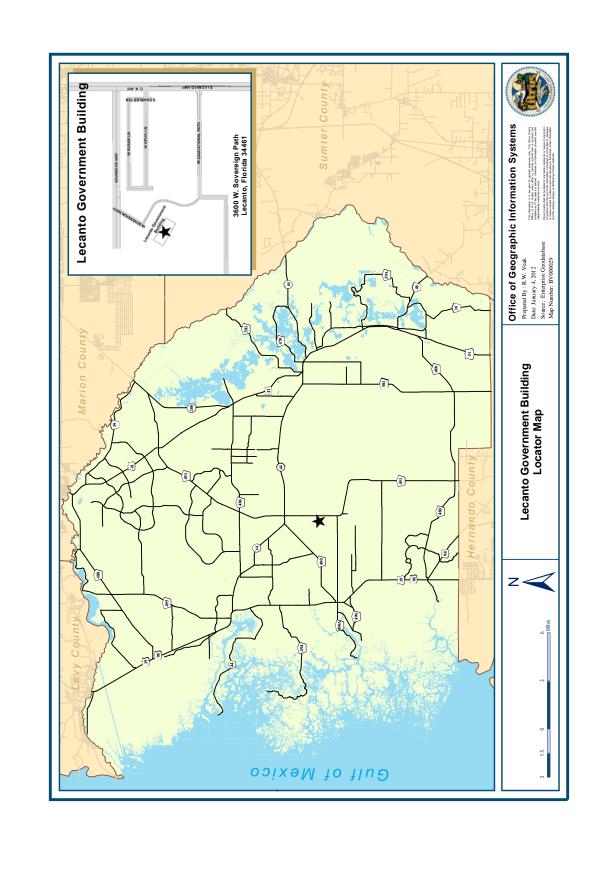
Enclosed for your review are the following items:

- Agenda
- Minutes of July 15, 2020
- 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.





WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING

AGENDA

September 16, 2020 -- 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.

| | | PAGE |
|-----|--|------------------|
| 1. | Call to Order Steve Printz, Chair | |
| 2. | Roll Call Suzy Folsom, WRWSA Executive Director | |
| 3. | Introductions and Announcements Suzy Folsom, WRWSA | |
| 4. | Pledge of Allegiance Led by the Board | |
| 5. | Public Comment | |
| 6. | Consent Agenda Steve Printz, Chair a. Approval of Minutes [July 15, 2020] | 15 17 . 19 |
| 7. | Phase 6 Enhanced Irrigation Evaluation Program Suzy Folsom, WRWSA a. Contractor Selection | |
| 8. | As-Needed Technical and Engineering Services Agreements and Work Orders Suzy Folsom, WRWSA | 119 |
| 9. | Legislative Report Suzy Folsom, WRWSA | 121 |
| 10. | Water Use Permit Demand Summary Suzy Folsom, WRWSA | 125 |
| 11. | Attorney's Report Rob Batsel, WRWSA Attorney | 127 |
| 12. | Executive Director's Report Suzy Folsom, WRWSA | 129 |
| 13. | Other Business | |
| 14. | Next Meeting November 18, 2020; 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 6.a.

Consent Agenda

Approval of Minutes

DRAFT

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

Minutes of the Meeting July 15, 2020

TIME: 3:32 p.m.

PLACE: Lecanto Government Building

ADDRESS: 3600 W. Sovereign Path, Room 280, Lecanto, Florida 34461

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

Due to Federal COVID-19 guidelines and State of Florida Executive Order 20-69 declaring a Public Health Emergency in Florida, this meeting was held using teleconference capabilities between Board members and staff utilizing Room 166.

1. Call to Order

Chair Printz called the Withlacoochee Regional Water Supply Authority (WRWSA) Board of Directors meeting to order at 3:32 p.m. and requested a roll call.

2. Roll Call

Ms. Suzannah Folsom, WRWSA Executive Director, called the roll and a quorum was declared present.

BOARD MEMBER PRESENT

Steve Printz, *Chair*, Sumter County Commissioner

BOARD MEMBERS VIA TELECONFENCE

Scott Carnahan, *Vice-Chair*, Marion County Commissioner

Kathy Bryant, *Treasurer*, Marion County

Commissioner
Al Butler, Sumter County Commissioner

William Kemerer, Brooksville City Councilor Jeff Kinnard, Citrus County Commissioner

John Mitten, Hernando County Commissioner Michelle Stone, Marion County Commissioner

3. Introductions and Announcements

• Ms. Folsom noted others present or via teleconference.

WRWSA STAFF PRESENT

Suzannah J. Folsom, PE, PMP, Executive Director

LuAnne Stout, Administrative Asst.

OTHERS VIA TELECONFERENCE

BOARD MEMBER(S) ABSENT

Gary Ernst, Belleview City Commissioner

Jeff Holcomb, Hernando County Commissioner

Jeff Gold, Marion County Commissioner Ken Hinkle, Inverness City Councilor

Dale Swain, Bushnell City Councilor

Alys Brockway, Hernando County Water Res Mgr Frank Gargano, SWFWMD Govt Affairs Reg Mgr Jody Kirkman, Marion Co Environmental Srvcs Mgr

WRWSA STAFF VIA TELECONFERENCE

Rob Batsel, General Counsel (Gilligan, Gooding, Franjola & Batsel, P.A.)

- **4. Pledge of Allegiance** Chair Printz led those present in reciting the Pledge of Allegiance.
- **5. Public Comment** Chair Printz opened public comment and noted that there were no audience members to address the Board. Public comment closed.

6. Consent Agenda

- a. **Approval of Minutes** The May 20, 2020 draft minutes were provided in the Board's meeting materials and recommended for approval as presented.
- b. **Bills to be Paid** Staff recommended ratification of bills for June (\$17,142.76) and approval of July (\$12,043.93).
- c. **2020-2021 Regulatory Plan** Staff recommended to approve the WRWSA's proposed 2020-2021 Regulatory Plan and authorize the Chair and General Counsel to sign the appropriate certification.

Mr. Butler moved, seconded by Ms. Bryant, to approve Consent Agenda Items 6.a., 6.b. and 6.c. as presented. Motion carried unanimously.

7. Resolution 2020-04, Adoption of Final Budget for Fiscal Year 2020-21

Mr. Suzy Folsom, Executive Director, presented this item. She noted that at the Board's May meeting, the proposed Fiscal Year (FY) 2020-21 budget was approved and staff is requesting ratification of that action to therefore approve Resolution 2020-04, Adoption of Final Budget for Fiscal Year 2020-21.

Mr. Carnahan moved, seconded by Ms. Bryant, to ratified action taken by the Board at its May 20, 2020 meeting to approve the FY 2020-21 budget including budgeted expenditures in the amount of \$493,220, budgeted reserves in the amount of \$1,500,677, and a combined total amount of \$1,993,887 for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; therefore, approving Resolution 2020-04 adopting the final FY 2020-21 budget. Motion carried unanimously.

8. Water Conservation Grants Program – Approval of Awards

Mr. Suzy Folsom, Executive Director, presented this item. At the Authority's May 20, 2020 meeting, the Board set the total allocation of funds in Fiscal Year 2020-21 for the Local Government Water Supply and Conservation Funding Assistance Program at \$130,000. The Authority has received four grant applications, one each from Citrus, Hernando and Marion counties; and City of Crystal River. A summary of the applications is presented below while copies of the applications were included in the Board's meeting materials as exhibits to this item.

The applications received reflect continuations of member government proven effective water conservation programs. Staff analysis of the applications indicates all of the proposed water conservation programs meet the Authority's grant program requirements. Representatives of each of the applicants have been invited to attend the meeting and answer any Board questions regarding their respective water conservation grant applications.

It should be noted that the applications from Marion County and City of Crystal River do not contain the required resolutions of support and commitment of matching funds. Authority staff discussed this with Marion County staff and encouraged them to submit the application absent this resolution, with the understanding the County staff would seek Commission approval at an upcoming Commission meeting on July 7, 2020. Both of these resolutions were provided to the Board prior to the meeting.

Staff recommends the Board approval of the grants in the amounts requested and authorization for the Chair to sign the grant Agreements.

Mr. Carnahan moved, seconded by Mr. Butler, to approve the Fiscal Year 2020-21 Local Government Water Supply and Conservation Funding Assistance Program grants in the amounts requested (Citrus County - \$45,650.00, Hernando County - \$48,350.00, Marion County - \$25,847.00, Crystal River - \$9,090.00), and authorize the Chair to sign the grant Agreements. Motion carried unanimously.

9. Phase 6 Irrigation Audit Program Contractors Authorization to Issue a Request for Quotes

Mr. Suzy Folsom, Executive Director, presented this item. At the Authority's September 2019 meeting, the Board approved submittal of an application to the SWFWMD for its Fiscal Year 2020-21 Cooperative Funding Initiative. The SWFWMD staff has recommended to their Board that this project be included in its 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 phases of the program, this phase will provide a base level of services (Core Program) to all participants. In addition, in the ongoing Phase 5 of the program, certain enhancements (Enhanced Program) were made available to participants. This Phase of the program will allow flexibility to the participating utilities to offer both the core and enhanced programs to their customers at the local utility's discretion.

The total project budget is \$121,200, with 50% (\$60,600) 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 \$121,200.00. 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 2020 meeting. The RFQ and all subsequent contracts will be dependent upon funding from all participating parties. The draft RFQ Information Packet was reviewed by the Authority's General Counsel and comments incorporated. The draft RFQ packet was included in the Board's meeting materials as an exhibit.

Mr. Carnahan moved, seconded by Mr. Kinnard, to approve the issuance of the Phase 6 Irrigation Evaluation Program Contractors Request for Quotes, as contained in the exhibit. Motion carried unanimously.

10. Legislative Report – Annual Legislative Priorities

Ms. Suzy Folsom, Executive Director, noted the exhibit included five bills approved at the Legislative Session and pending the Governor's signature. She said one additional bill approved that pertains to the Authority is CS/SB 1466, Governmental Oversight and Accountability. Ms. Folsom said that, since publication of the Board's meeting packet, all of the bills have now been signed by the Governor.

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

11. Water Use Permit Demand Summary

Ms. Suzy Folsom, Executive Director, said that one of the primary missions of the Authority is to prepare and analyze studies and feasibility reports regarding water supply development. The 2019 Regional Water Supply Plan (RWSP) Update was completed in 2019, and included demand projections for the major water users in the four County service area for the years 2020-2040.

She noted that, included in the Board's meeting materials, was a table which provides a summary of the actual 12-month rolling average water demand by water use permit, and a comparison of that demand to the permit capacities and the projected values for 2020 in the RWSP. The table also includes the permit numbers and expiration dates.

The demands that exceed the permit quantities are shown in shaded cells and bold print text. The locations where the projected demands from the RWSP are more than 20% greater or less than the actual demands are also shown in shaded cells and bold print text.

If this information is of interest to the Board, it can be provided as a recurring status update in the future.

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

12. Attorney's Report

Mr. Batsel said he appreciated everyone's willingness to participate via teleconference. He said he will keep the Board apprised of the Governor's actions regarding public meetings. He had no report to provide at this time.

13. Executive Director's Report

- a. **Correspondence** Ms. Folsom said reviewed the correspondence provided in the meeting materials.
- b. News Articles Two articles were provided in the meeting materials: (1) Citrus County rolls out one-day water scheduled for unincorporated areas and (2) Section of The Villages under boil order after major main break. Ms. Folsom noted that she attended the June 23 Citrus County Board of Commissioners meeting regarding water restrictions. Mr. Carnahan thanked Mr. Frank Gargano of the Southwest Florida Water Management District for assistance in making people aware of the water restrictions change.
- c. **Other** None
- 14. Other Business None

15. Next Meeting Time and Location

- ➤ Next Regular Board Meeting September 16, 2020 at 3:30 p.m. at the Lecanto Government Building, Room 166.
- 16. **Adjournment** Chair Printz adjourned the meeting at 3:50 p.m.

| Steve Printz, Chair | |
|--|--|
| | |
| | |
| Suzannah J. Folsom, Executive Director | |

Item 6.b.

Consent Agenda

Public Officials Liability Insurance Policy

The Authority has received the Public Officials Liability Insurance Renewal information, which is included as an exhibit to this item.

See Exhibit – Public Officials Liability Insurance Policy Renewal (to be provided separately)

Staff Recommendation:

Board approval of the Public Officials Liability Insurance renewal, in an amount up to the budgeted amount of \$3,000.00; and for the Executive Director to sign the Surplus Lines Disclosure and Acknowledgment form.

Item 6.b.

Consent Agenda

Bills to be Paid

August bills in the meeting materials; September bills to be provided at meeting.

Withlacoochee Regional Water Supply Authority

3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

Bills For Payment 8/19/2020

| | Invoice | Invoice | |
|--|------------|-----------|-------------|
| Administrative Invoices | Number(s) | Date | Amount |
| Suzannah J. Folsom, PE, Executive Director | 1049 | 8/3/2020 | \$7,765.28 |
| Rob Batsel, General Counsel | 60741 | 7/31/2020 | \$352.50 |
| C. LuAnne Stout, Admin Asst (Services) | 07-Jul-20 | 8/4/2020 | \$3,125.00 |
| Citrus Co Chronicle (RFQ Ad) | 12960056 | 7/30/2020 | \$51.93 |
| Citrus Co / Sumter Co Times (RFQ Ad) | 12959395 | 7/17/2020 | \$49.38 |
| Daily Commercial (RFQ Ad) | 10097676 | 7/17/2020 | \$125.64 |
| Ocala Star Banner (RFQ Ad) | A000970771 | 7/16/2020 | \$123.56 |
| Times Publishing (RFQ Ad) | 0000097296 | 7/31/2020 | \$64.00 |
| Florida Administrative Register (RFQ Ad) | 104173 | 7/28/2020 | \$35.28 |
| Karen Allen (Web Maintenance) | 126 | 8/4/2020 | \$100.00 |
| Sun Trust Business Card Statement | 8.2.2020 | 8/2/2020 | \$645.30 |
| Total Administrative Invoices | | | \$12,437.87 |
| • | | | |

| Water Supply Studies and Facilities | Contract/ Budget | Balance Remaining | Current Invoice(s) |
|---|---------------------|----------------------|-----------------------|
| General Services Contract | \$75,000.00 | \$75,000.00 | |
| Work Order 2020-02 Weber & Associates | \$10,000.00 | \$9,682.50 | |
| FY19-20 Water Conservation Grants Program | | | |
| Citrus County | \$45,998.50 | \$45,998.50 | |
| Hernando County | \$48,350.00 | \$48,350.00 | |
| Marion County | \$33,095.00 | \$33,095.00 | |
| Crystal River | \$9,090.00 | \$9,090.00 | |
| Phase 4 Irrigation Program | \$200,000.00 | \$60,439.78 | |
| Phase 5 Irrigation Program | \$145,000.00 | \$34,016.41 | \$1,214.86 (1) |
| Total Project Invoices | \$566,533.50 | \$315,672.19 | \$1,214.86 |

| Total Bills to be Paid | | \$13,652.73 |
|-------------------------------|-------------------------------------|-------------|
| State Board of Administration | Transfer from SBA2 to SBA1 | \$1,214.86 |
| State Board of Administration | Transfer from SBA1 to SunTrust Bank | \$13,652.73 |

Notes:

(1) Phase 5 (Q040) - Irrigation Audits

Jack Overdorff, ECO Land Design\$1,114.86Invoice 412C. LuAnne Stout, Admin Services\$100.00Invoice 07-Jul-Q040 2020\$1,214.86

Item 6.d.

Consent Agenda

Third Quarter Financial Report

PURVIS GRAY

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

Management is responsible for the accompanying financial statements of the Withlacoochee Regional Water Supply Authority (the Authority), an Independent Special District, as of and for the three (3) months and nine (9) months ended June 30, 2020, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

Supplementary Information

The budgetary comparison information is not a required part of the basic financial statements but is supplementary information. The supplementary information has been compiled from information that is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information, and do not express an opinion, a conclusion, nor provide any assurance on such information.

September 4, 2020 Ocala, Florida

Withlacoochee Regional Water Supply Authority STATEMENT OF NET POSITION

As of June 30, 2020

ASSETS

| Cash in Bank - SunTrust | \$ 18,757.90 |
|---|-----------------|
| Cash in Bank - SBA1 | 689,061.09 |
| Cash in Bank - SBA2 | 1,006,487.27 |
| Accounts Receivable | 12,724.13 |
| Accounts Receivable - SWFWMD | 15,824.53 |
| Accounts Receivable - County | 21,904.45 |
| Prepaid Expense | 1,367.82 |
| Total Current Assets | 1,766,127.19 |
| PROPERTY AND EQUIPMENTS | |
| Equipment | 3,728.84 |
| Accum Deprec - Equipment | (3,206.60) |
| Citrus Co. Wellfield | 4,895,231.21 |
| Accum Deprec - Wellfield | (4,528,091.91) |
| Total Property and Equipment | 367,661.54 |
| TOTAL ASSETS | \$ 2,133,788.73 |
| LIABILITIES AND NET POS | ITION |
| CURRENT LIABILITIES Acct Payable - General | 12,424.73 |
| ACCI Payable - General | 12,424.73 |
| Total Current Liabilities | 12,424.73 |
| NET POSITION | |
| Beginning Net Position | 2,070,174.77 |
| Net Income | 51,189.23 |
| Total Net Position | 2,121,364.00 |
| TOTAL LIABILITIES AND NET POSITION | \$ 2,133,788.73 |

Withlacoochee Regional Water Supply Authority STATEMENT OF REVENUES AND EXPENSES

For the Period Ended June 30, 2020

| _ | 3 months ended June 30, 2020 | <u>%</u> | 9 months ended June 30, 2020 | <u>%</u> |
|---------------------------------|---------------------------------|----------|---------------------------------|----------------|
| Revenue | | | | |
| Citrus Co. Assessments | \$ 6,921.75 | 5.74 % | | 5.41 % |
| Hernando Co. Assessments | 8,816.25 | 7.31 % | 26,448.75 | 6.90 % |
| Sumter Co. Assessments | 5,934.50 | 4.92 % | 17,803.50 | 4.64 % |
| Marion Co. Assessment | 16,810.25 | 13.93 % | 50,430.75 | 13.15 % |
| Interest Income - SBA Accounts | 3,108.75 | 2.58 % | 17,087.66 | 4.46 % |
| CAB Wifld Restricted Revenues | 64,532.25 | 53.48 % | 173,941.88 | 45.36 % |
| CAB Wifld Unrestricted Revenues | 5,429.50 | 4.50 % | 16,288.50 | 4.25 % |
| Ph4 N822 Irg Audit Coop Match | 0.00 | 0.00 % | 10,909.94 | 2.84 % |
| Ph5 Irg Audit Prgm SWFWMD Match | 5,207.98 | 4.32 % | 23,428.88 | 6.11 % |
| Ph5 Irg Audit Prgm Coop Match | 3,905.06 | 3.24 % | 14,674.57 | 3.83 % |
| RWSP Update SWFWMD Match | 0.00 | 0.00 % | 11,719.08 | 3.06 % |
| Total Revenue | 120,666.29 | 100.00 % | 383,498.76 | 100.00 % |
| Operating Expenses | | | | |
| Administrative Assistant | 9,375.00 | 10.64 % | 27,343.75 | 8.23 % |
| Advertising | 0.00 | 0.00 % | 550.45 | 0.17 % |
| Audit | 0.00 | 0.00 % | 10,635.00 | 3.20 % |
| Bank Charges | 0.00 | 0.00 % | 15.00 | 0.00 % |
| Bookkeeping Services | 1,500.00 | 1.70 % | 1,500.00 | 0.45 % |
| Depreciation Expense | 40,841.06 | 46.34 % | 122,523.18 | 36.87 % |
| Executive Director | 21,050.00 | 23.89 % | 82,449.88 | 24.81 % |
| FY19 Local Govt Water Cons Pr | 0.00 | 0.00 % | 0.00 | 0.00 % |
| General Services Contracts | 0.00 | 0.00 % | 317.50 | 0.10 % |
| Legal - Monthly Meeting | 376.00 | 0.43 % | 1,598.00 | 0.48 % |
| Legal - Other Services | 446.50 | 0.51 % | 4,773.45 | 1.44 % |
| Liability Insurance | 685.25 | 0.78 % | 2,055.75 | 0.62 % |
| Office Supplies | 284.30 | 0.32 % | 664.33 | 0.20 % |
| Ph5 Irg Audit Program | 11,451.98 | 13.00 % | 45,486.23 | 13.69 % |
| Postage | 0.00 | 0.00 % | 459.60 | 0.14 % |
| Printing & Reproduction | 96.96 | 0.11 % | 1,331.99 | 0.40 % |
| Publications/Software | 0.00 | 0.00 % | 32.50 | 0.01 % |
| Reg Water Supply Pln Upd SWFWMD | 0.00 | 0.00 % | 23,438.17 | 7.05 % |
| Registration/Dues | 245.00 | 0.28 % | 745.00 | 0.22 % |
| Rent (Lecanto Gov't Bldg) | 511.92 | 0.58 % | 1,535.76 | 0.46 % |
| State Fees/Assessments | 0.00 | 0.00 % | 175.00 | 0.05 % |
| Telephone | 269.47 | 0.31 % | 1,015.75 | 0.31 % |
| Travel (Board Members & Staff) | 67.28 | 0.08 % | 1,535.24 | 0.46 % |
| Web Page/Computer Maintenance | 924.98 | 1.05 % | 2,128.00 | 0.64 % |
| Total Operating Expenses | 88,125.70 | 73.03 % | 332,309.53 | <u>86.65</u> % |
| Net Income (Loss) | \$ 32,540.59 | | \$ 51,189.23 | |

Withlacoochee Regional Water Supply Authority BUDGET TO ACTUAL

For the Period Ended June 30, 2020

| | 9 months ended June 30, 2020 Actual | 9 months ended June 30, 2020 Budget | Variance Over/(Under) Budget | Annual Budget | <u>Variance</u> |
|---------------------------------|---|---|------------------------------------|------------------|-----------------|
| Revenue | | | | | |
| Citrus Co. Assessments | \$ 20,765.25 | \$ 20,765.25 | \$ - | \$ 27,687.00 | \$ (6,921.75) |
| Hernando Co. Assessments | 26,448.75 | 26,448.75 | - | 35,265.00 | (8,816.25) |
| Sumter Co. Assessments | 17,803.50 | 17,803.50 | - | 23,738.00 | (5,934.50) |
| Marion Co. Assessment | 50,430.75 | 50,430.75 | - | 67,241.00 | (16,810.25) |
| Interest Income - SBA Accounts | 17,087.66 | - | 17,087.66 | - | 17,087.66 |
| CAB WIfld Restricted Revenues | 173,941.88 | 151,711.50 | 22,230.38 | 202,282.00 | (28,340.12) |
| CAB WIfld Unrestricted Revenues | 16,288.50 | 16,288.50 | - | 21,718.00 | (5,429.50) |
| Ph4 N822 Irg Audit Coop Match | 10,909.94 | - | 10,909.94 | - | 10,909.94 |
| Ph5 Irg Audit Prgm SWFWMD Match | 23,428.88 | 21,750.00 | 1,678.88 | 29,000.00 | (5,571.12) |
| Ph5 Irg Audit Prgm Coop Match | 14,674.57 | 10,875.00 | 3,799.57 | 14,500.00 | 174.57 |
| RWSP Update SWFWMD Match | 11,719.08 | | 11,719.08 | | 11,719.08 |
| Total Revenue | 383,498.76 | 316,073.25 | 67,425.51 | 421,431.00 | (37,932.24) |
| Operating Expenses | | | | | |
| Administrative Assistant | \$ 27,343.75 | 28,125.00 | (781.25) | 37,500.00 | (10,156.25) |
| Advertising | 550.45 | 600.00 | (49.55) | 800.00 | (249.55) |
| Audit | 10,635.00 | 7,976.25 | 2,658.75 | 10,635.00 | |
| Bank Charges | 15.00 | - | 15.00 | - | 15.00 |
| Bookkeeping Services | 1,500.00 | 1,500.00 | - | 2,000.00 | (500.00) |
| Depreciation Expense | 122,523.18 | - | 122,523.18 | • | 122,523.18 |
| Executive Director | 82,449.88 | 77,625.00 | 4,824.88 | 103,500.00 | (21,050.12) |
| FY19 Local Govt Water Cons Pr | • | 103,147.50 | (103,147.50) | 137,530.00 | (137,530.00) |
| General Services Contracts | 317.50 | 37,500.00 | (37,182.50) | 50,000.00 | (49,682.50) |
| Legal - Monthly Meeting | 1,598.00 | 3,172.50 | (1,574.50) | 4,230.00 | (2,632.00) |
| Legal - Other Services | 4,773.45 | 16,920.00 | (12,146.55) | 22,560.00 | (17,786.55) |
| Liability Insurance | 2,055.75 | 1,987.50 | 68.25 | 2,650.00 | (594.25) |
| Office Supplies | 664.33 | 900.00 | (235.67) | 1,200.00 | (535.67) |
| Ph5 Irg Audit Program | 45,486.23 | 43,500.00 | 1,986.23 | 58,000.00 | (12,513.77) |
| Postage | 459.60 | 525.00 | (65.40) | 700.00 | (240.40) |
| Printing & Reproduction | 1,331.99 | 1,125.00 | 206.99 | 1,500.00 | (168.01) |
| Publications/Software | 32.50 | 112.50 | (80.00) | 150.00 | (117.50) |
| Reg Water Supply Pln Upd SWFWMD | 23,438.17 | 21,750.00 | 1,688.17 | 29,000.00 | (5,561.83) |
| Registration/Dues | 745.00 | 1,125.00 | (380.00) | 1,500.00 | (755.00) |
| Rent (Lecanto Gov't Bldg) | 1,535.76 | 1,536.00 | (0.24) | 2,048.00 | (512.24) |
| State Fees/Assessments | 175.00 | 131.25 | 43.75 | 175.00 | (012.24) |
| Telephone | 1,015.75 | 750.00 | 265.75 | 1,000.00 | 15.75 |
| Travel (Board Members & Staff) | 1,535.24 | 3,750.00 | (2,214.76) | 5,000.00 | (3,464.76) |
| Web Page/Computer Maintenance | 2,128.00 | 1,500.00 | 628.00 | 2,000.00 | 128.00 |
| 3 . | | | | | |
| Total Operating Expenses | 332,309.53 | 355,258.50 | (22,948.97) | 473,678.00 | (141,368.47) |
| Operating Income (Loss) | 51,189.23 | (39,185.25) | 90,374.48 | (52,247.00) | 103,436.23 |

Consent Agenda

Fiscal Year 2020-21 Calendar of Board Meeting Dates

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

The Authority is required to follow Chapter 189, Florida Statutes, concerning meeting notices. In response to these statutory requirements, the Authority publishes an annual calendar of meeting dates that is approved by the Board. Any changes to the meeting dates, times or locations must be published in area newspapers to notice the change from the originally published calendar. The following dates are proposed for the Fiscal Year 2020-21 meeting schedule.

| Location of Meetings: | Lecanto Government Building, Room 166 3600 W. Sovereign Path Lecanto, Florida 34461 |
|-----------------------|---|
| Start Time: | 3:30 p.m. |
| Meeting Dates: | November 18, 2020 January 20, 2021 March 17, 2021 May 19, 2021 July 21, 2021 September 15, 2021 |

Staff Recommendation:

Board approval of the Fiscal Year 2020-21 meeting dates as shown above.

Item 7.a.

Phase 6 Irrigation System Audit Program

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

a. Contractor Selection

At its July 2020 meeting the Board authorized staff to issue a Request for Quotes (RFQ) for Phase 6, Irrigation System Evaluation Program. Staff advertised publically on the DemandStar website, in five local newspapers and in the Florida Administrative Weekly.

One quote was received in response to the RFQ. The submitted quote, by Eco Land Designs, LLC, meets the RFQ requirements. Mr. Jack Overdorff, RLA, is the president of the firm and has been conducting irrigation audits for the Authority under previous phases of the program. His work to-date has met and surpassed all contract requirements.

The proposed Cooperative Funding Initiative (CFI) agreement is anticipated to be approved by SWFWMD in November 2020. If, for some reason the Authority and the SWFWMD do not enter into a CFI agreement for this project, the contract with the contractor has provisions allowing the Authority to cancel the contract. If the Board approves the staff's recommendations, as presented below, the Authority's attorney will review and approve the final CFI agreement between the SWFWMD and the WRWSA before the Executive Director executes the agreement. The staff recommendations are broken into three parts, and the proposed Agreement between the contractor and the WRWSA is included as an exhibit to this item.

See Exhibits for this item:

- (1) Quote Evaluation Form;
- (2) Agreement between the WRWSA and Eco Land Design, LLC, for the WRWSA Regional Irrigation Evaluation Program (Q138).

Staff Recommendations:

- 1. The Authority Board approve the selection of Eco Land Design, LLC, as contractor to perform the irrigation system evaluations for Phase 6, Irrigation System Evaluation program (Q138).
- The Authority Board approve the contract between WRWSA and Eco Land Design, LLC, in an amount not to exceed \$110,400; and authorize the Board Chair to sign the contract.
- The Authority Board authorize the Executive Director to sign the CFI agreement for Phase 6, Irrigation System Evaluation program, between the SWFWMD and the WRWSA, following review and approval by the Authority Attorney.

WRWSA Evaluation of Quote Responses for Q138 Firm: Eco Land Design, LLC

| Requirement | | No | |
|--|----------|------|--|
| 1. Submitted on or before August 21, 2020, 2 p.m. | | | |
| 2. Five paper and five PDF copies of submittal | | | |
| 3. Service office in Florida | | | |
| 4. Physical address & telephone number | | | |
| 5. Registered to do business in Florida | ✓ | | |
| Three references to verify qualifications | | | |
| 7. Min. 5 years experience designer and installer of irrigation systems | | | |
| 8. FIS level Landscape Irrigation Auditors certificate; or EPA WaterSense Partnership; or Irrigation Association Landscape Irrigation Auditors certification | | | |
| 9. Two years supervisory experience and management of similar projects | | | |
| 10. Provide a current list of employees | | | |
| 11. Provide office space and computer with Word & Excel for 1 staff person | | | |
| 12. Have applicable licenses and permits to perform scope of services | | | |
| 13. Included all Quote documents: Quote Response Form, Mandatory Reference Form and Acknowledgement of Addenda | | | |
| | \$ | 5 | |
| Price for Core Evaluation Audit Report (Max. \$275) | | 20 | |
| 15. Prices for Enhanced Evaluation (Max. \$765) | See b | elow | |
| a. Catch-can audits | \$1 | 25 | |
| b. Sprinkler head replacement (for broken or mixed heads) | \$20 | | |
| c. Capping unnecessary heads | \$10 | | |
| 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) | | \$85 | |
| e. Replacement of obsolete-outdated controllers with WaterSense approved controllers | | 35 | |
| f. Adjustment of irrigation controller based on the catch can test | | ıded | |
| 16. Price for Follow-up Evaluation (Max. \$100) | | 25 | |

AGREEMENT BETWEEN THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND

ECO LAND DESIGN, LLC FOR THE

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REGIONAL IRRIGATION EVALUATION PROGRAM (Q138)

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 ECO LAND DESIGN, LLC, whose address is 7615 Terrace River Drive, Tampa, Florida 33637.

WITNESSETH:

WHEREAS, the Authority desires to engage the Contractor to perform the scope of work (as set forth in Exhibit A of the proposed Agreement between the SWFWMD and WRWSA), hereinafter referred to as the "Project"; and

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

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

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

Section 1. Independent Contractor.

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

Section 2. Project Manager and Notices.

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

a. Project Manager for the Authority: Suzannah J. Folsom Address: Withlacoochee Regional Water Supply Authority

3600 W. Sovereign Path, Suite 228

Lecanto, Florida 34461 sfolsom@wrwsa.org

b. Project Manager for the Contractor: Jack Overdorff

Address: ECO Land Design, LLC

7615 Terrace River Drive Tampa, Florida 33637 ecolandfl@gmail.com

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 Q138). 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 \$110,400.00. 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 Withlacoochee Regional Water Supply Authority 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 utility name; date performed; participant name; street address including city and zip code; whether a rain sensor was installed; quantity of each component of the enhanced audit undertaken; and brand and model of Water Sense labeled weather station and/or irrigation controller installed. 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 ECO Land Design, LLC, 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 December 31, 2022, 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. <u>Workers Compensation</u>. 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. <u>Commercial or Comprehensive General Liability</u>. 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. <u>Comprehensive Automobile Liability</u>. 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, are documented in the Budget, and are allowed under this Agreement.

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

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

Section 12. Default.

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

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

Section 13. Release of Information.

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

Section 14. Assignment.

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

Section 15. Law Compliance.

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

Section 16. Venue and Applicable Law.

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

Section 17. Remedies.

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

Section 18. Attorney Fees.

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

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

Section 19. Subcontractors

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

Section 20. Disadvantaged Business Enterprises.

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

Section 21. Third Party Beneficiaries.

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

Section 22. Public Entity Crimes.

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

Section 23. Discrimination.

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

Section 24. Public Records

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

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

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

Section 25. Dispute Resolution

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

Section 26. Controlling Law

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

Section 27. Extent of Agreement

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

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

Section 28. Agreement Documents

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

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

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

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

| ATTEST: | BY: | | |
|---|---------------|--|--------------|
| | | Steve Printz, Chair | Date |
| Suzannah J. Folsom, PE, PMP Executive Director | - | | |
| ATTEST: | BY: | | |
| | | Jack Overdorff President, ECO Land Desi | Date gn, LLC |
| | _ | | |
| | | | |
| PREPARED BY: | | | |
| Robert W. Batsel | _ | | |
| General Counsel for | | | |
| Withlacoochee Regional Water Sup | ply Authority | | |

EXHIBIT A PROJECT BUDGET

Administering Irrigation Evaluation Program, per specifications

| Administering irrigation Evaluation Program, per specific | ations |
|---|----------------------|
| Cost per Core Irrigation Evaluation and Report for properties with 8 zones or I | ess, 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 | 16 |
| Audit report to the homeowner and the Authority | \$ <u>220.00*</u> |
| Added price for replacement of standard rain sensor when | |
| non-functioning, labor only. Part expense to be reimbursed at cost | \$_75.00 |
| Added price per rain sensor repair consisting of replacement of hydrostatic disks | \$ 25.00** |
| Added price for each zone over 8, up to a maximum of 12 zones at | 7 |
| a residence | \$ <u>37.50</u> |
| Cost per Enhanced Evaluation Component | |
| Catch-can audit of all zones | \$ 125.00*** |
| Sprinkler head replacement per head, labor only. Part expense to be | |
| reimbursed at cost | \$ 20.00 |
| Capping unnecessary heads, price per head, labor only. Part expense to be reimbursed at cost | \$ 10.00**** |
| 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 | \$ 85.00 |
| Replacement of controller with WaterSense labeled | |
| controller, labor only. Product expense to be reimbursed at cost | \$ 85.00 |
| Adjustment of irrigation controller based on the catch can test Cost per new rain sensor installation, labor only. Part expense | \$ Included in costs |
| to be reimbursed at cost | \$ 85.00 |
| Cost per follow-Up | \$ 125.00 |

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

- * Core costs include irrigation head layout plan
- ** Replacement of Hydrostatic Disks also includes reconnection/wiring of device that has been disconnected
- *** See Proposal (Section C, Item e)for alternative measures if Catch Can tests cannot be completed
 **** Cost of capping heads can also be used for other items in Part II of scope not included in Quote response, nozzle replacements, straightening of heads, raising/lowering of heads & head adjustments

EXHIBIT B Statement of Qualifications



Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program Phase 6 20-01 (Q138) August 21st, 2020





Jack B. Overdorff, RLA
Registered Landscape Architect/
Certified Irrigation Auditor
Water Star AP & Certifier
7615 Terrace River Drive
Tampa, FL 33637
PH: (813) 466-8705



August 21, 2020

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

RE: Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program Phase 6 (Q138) RFQ 20-01

Dear Ms. Stout and Selection Committee:

I am pleased to submit my qualifications for the Withlacoochee Regional Water Supply Authority continuation of the regional Irrigation Evaluation Program. Eco-Land Design has been working with the WRWSA on irrigation evaluation programs for the past 9 years as well as other local and state agencies on similar programs. As you are aware, these programs have produced substantial and measurable water savings and many educational opportunities for participants.

Our region continues to see great economic growth even in the uncertain times that we are currently in. Water supply and demand continue to be issues now and for the foreseeable future. Outreach programs such as this Irrigation Audit Program play an important role in protecting our greatest natural resource, water. Additionally, opportunities to impact water conservation are reduced due to guidelines set forth by federal, state and local entities with the current pandemic. I fully understand the Authority's desire to utilize these audit services to educate users on how to implement and practice water conservation as well as provide direct hands on improvements to inefficient irrigation systems. I will continue to utilize Water Star and Waterwise practices, utilizing drought tolerant plant material and efficient irrigation techniques as methods to secure Florida's greatest natural resources for future generations. I have gained valuable experience in safely educating your utility's customers over the past programs and am excited about the opportunity to continue to educate your customers and implement these effective and easy to use principles. Eco-Land Design will also take every recommended precaution to ensure this program will be consistent with health department recommendations to protect your customers during the evaluations.

My background as a consultant working with the Southwest Florida Water Management District, other county and city municipalities, volunteer organizations, as well as the land development/contracting industry has proven to be very valuable in delivering the appropriate message to your customers and residents. Having a consultant contractor onboard who has extensive experience in performing the requested inspections to similar subject groups, as well as experience and knowledge of efficient irrigation, Florida Friendly Landscaping and the Water Star initiatives has been and will continue to be an important component to achieve the program goals.

Cover Letter
Page 2
WRWSA
Irrigation Audit, Phase 6
RFQ 20-01

Past programs have indicated that improving system efficiency is a priority as well as educating participants on how to appropriately set irrigation timers and adjust them based on seasonal/weather changes. Through the past programs I have assisted applicants with water saving opportunities that are tailored and specific to their property. Performing a water consumption analysis during the Audits also develops a connection to potential economic benefits through lower utility bills and reduced landscape maintenance requirements. Methods such as these provides an avenue to increases the probability of implementing efficiency upgrades to the irrigation systems resulting in sustained water conservation.

I have personally assisted over 2,700 private residents, commercial users and numerous contractors with solutions that fit within their budget and have a positive and measurable impact on the environment. In closing, with my experience and background I feel that I can continue to effectively deliver the goals of this program and communicate the appropriate message time and time again with positive feedback and direct results that improve water conservation and in-turn help to save Florida's future.

I look forward to continue working with you on this exciting opportunity!

Sincerely,

Jack Overdorff, RLA

President, ECO-Land Design, LLC

Registered Landscape Architect/Certified Irrigation Auditor/Florida Water Star AP & Certifier

7615 Terrace River Drive

Tampa, FL 33637 Ph: (813) 466-8705 ecolandfl@gmail.com

ATTACHMENT 3

ACKNOWLEDGMENT OF ADDENDA FORM

(Must be Returned with Quote Response)

| Addendum No. | Signature |
|-------------------|-----------|
| Addendum No. | Signature |
| Company Name: | |
| Name and Title: | - |
| Mailing Address: | |
| Telephone Number: | |

Table Of Contents

| SECTION | A - Experience & Qualifications | |
|---------|---|------------|
| a. | Company ownership | Page 1-2 |
| b. | Location of Offices | Page 3 |
| C. | Account Manager information | Page 3 |
| d. | Company background, history and experience in irrigation systems | Page 3-5 |
| e. | Length of time Offeror has been providing these services | Page 5 |
| f. | Federal ID number | Page 5 |
| g. | List of Similar Projects | Page 5 |
| h. | Resume | Page 6-8 |
| i. | Similar projects | Page 9-11 |
| SECTION | B - References | |
| | Attachment 2 - Mandatory Reference Form | Page 12 |
| SECTION | C- Proposal | |
| a. | Analysis of the firm and management philosophy | Page 13-14 |
| b. | Current irrigation service operations | Page 15 |
| C. | Equipment used for the inspections | Page 15 |
| d. | Capacity for meeting service requirements | Page 15 |
| e. | Any service innovations utilized that enhances customer relations | Page 16 |
| f. | Summary of the evaluation process | Page 16-18 |
| g. | Describe any assistance required of the Authority | Page 18 |
| h. | Employee background check process | Page 18 |
| SECTION | D - Cost | |
| | Attachment 1 -Quote Response Form | Page 19-20 |
| SECTION | F - Other | |
| | Certificates, Licenses, recommendations & feedback | Page 21-27 |
| | Appendix B - Sample report format | Page 28-40 |
| | Appendix C - Sample irrigation layout plan | Page 41 |





Section A- Experience & Qualifications

a. Company Ownership

Electronic Articles of Organization For Florida Limited Liability Company L10000007453 FILED 8:00 AM January 21, 2010 Sec. Of State Isellers

Article I

The name of the Limited Liability Company is: ECO-LAND DESIGN, LLC

Article II

The street address of the principal office of the Limited Liability Company is: 7615 TERRACE RIVER DRIVE TAMPA, FL. 33637

The mailing address of the Limited Liability Company is: 7615 TERRACE RIVER DRIVE TAMPA, FL. 33637

Article III

The purpose for which this Limited Liability Company is organized is: ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

JACK B OVERDORFF 7615 TERRACE RIVER DRIVE TAMPA, FL. 33637

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JACK B. OVERDORFF

Article V

The name and address of managing members/managers are:

Title: MGR JACK B OVERDORFF 7615 TERRACE RIVER DRIVE TAMPA, FL. 33637

Article VI

The effective date for this Limited Liability Company shall be: 01/21/2010

Signature of member or an authorized representative of a member

Signature: JACK B. OVERDORFF

L10000007453 FILED 8:00 AM January 21, 2010 Sec. Of State Isellers





Section A- Experience & Qualifications (Continued)

a. Company Ownership

State of Florida Department of State

I certify from the records of this office that ECO-LAND DESIGN, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 21, 2010, effective January 21, 2010.

The document number of this limited liability company is L10000007453.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on June 4, 2020, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of June, 2020



RAWNINGEN Secretary of State

Tracking Number: 2143936882CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication





Section A- Experience & Qualifications (Continued)

b. Location of Office Serving the Authority's Account:

ECO-Land Design 7615 Terrace River Drive Tampa, FL 33637

Office Phone Number: (813) 988-0804 Fax Number: (813) 988-0804 Cell Phone Number: (813) 466-8705 E-mail: ecolandfl@gmail.com

c. Point Of Contact:

Jack Overdorff, RLA

Account Manager and Inspector

7615 Terrace River Drive

Tampa, FL 33637 Ph: (813) 988-0804 Cellular: (813) 466-8705 Fax: (813) 988-8705

Email: ecolandfl@gmail.com

Alternate Email: tjover1@yahoo.com

d. Company background:

Jack Overdorff, RLA, founder of ECO-land Design has over 30 years of experience encompassing a broad range of specific landscape and irrigation based expertise. Jack's background includes working in a family owned nursery/landscape design-build business, work as a consultant for both public and private entities and work as a private developer representative. Additionally, Mr. Overdorff holds a Bachelors Degree in Landscape Architecture and graduated Cum Laude. He is also a Certified Irrigation Auditor by the Florida Irrigation Society and is a Water Star Certifier & AP. He has worked directly with the Southwest Florida Water Management District/Florida Yards and Neighborhoods program as an Irrigation Auditor/Landscape Specialist as well as Managing the City of St Petersburg, City of Tampa Sensible Sprinkler Programs as well as the Withlacoochee Regional Water Supply Authority Irrigation Inspection Programs, assisting in their water conservation efforts. Mr. Overdorff's knowledge in understanding how to implement effective and creative solutions utilizing Florida Water Star & Florida Friendly Landscape principles with water saving irrigation techniques has proved to be a great asset in the evaluations of both residential and commercial properties throughout West Central Florida. His knowledge of bringing a project from initial inspection thru implementation of adjustments and his ability to address maintenance issues in the process is extremely valuable in communicating to your audiences, water saving solutions that have been tried, tested and provide direct cost





Section A- Experience & Qualifications (Continued)

savings to owners/developers and contractors. While the attraction of saving water may not be enough to lure property owners into doing the "Right Thing" for the environment, providing real cost saving methods that work will definitely garner their attention.

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

Mr. Overdorff has supervised, designed, built and inspected over 1,400 irrigation systems (both conventional and low volume) and promotes the development of systems that are designed in conjunction with landscape improvements so that water distribution is based on the plant needs. Developing an appropriate plant selection and grouping of plants with similar water needs is vital to this process. He has also worked directly with many municipalities in developing workable water saving solutions for irrigation systems that meet current code requirements.

Mr. Overdorff is also experienced with community participation/outreach through hosting neighborhood meetings, providing educational workshops on appropriate irrigation maintenance and participating in workshops and public hearings for municipalities and State agencies. Jack has lead and participated in many such informational meetings on numerous projects, and has been a participant in the annual Florida Yards and Neighborhoods/IFAS day of sharing outreach program. Additionally, Mr. Overdorff's has also assisted the City of St. Petersburg with their Florida Style Landscaping educational programs for the past 6 years, assisting and educating residents with sensible irrigation techniques, water conservation and appropriate landscape design.

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





Section A- Experience & Qualifications (Continued)

process of designing with plants of like water needs provides a sound basis for the development of a very efficient irrigation system that can be tailored to the plants water needs.

- e. Eco-Land Design has been providing Irrigation Evaluation Services for 10 years
- f. Federal ID number 45-1594760
- g. List of Projects Similar in Nature (Past 6 Years):
 - Withlacoochee Regional Water Supply Authority Irrigation Inspection Services (N278)
 - Withlacoochee Regional Water Supply Authority Irrigation Inspection Services (N491)
 - Withlacoochee Regional Water Supply Authority Irrigation Inspection Services (N640)
 - Withlacoochee Regional Water Supply Authority Irrigation Inspection Services (N882)
 - Withlacoochee Regional Water Supply Authority Irrigation Inspection Services (Q040)
 - > Citrus County Utilities, WaterSense Irrigation Controller Replacement Program
 - Marion County Irrigation Evaluation Program
 - City of St. Petersburg Sensible Sprinkler Program (Commercial, Multi-Family and Residential)
 - > City of Tampa Sensible Sprinkler Program (Commercial, Multi-Family and Residential)
 - > SWFWMD District-Wide Irrigation Audit Services for Condominium & Comm. Assoc.





Section A- Experience & Qualifications (Continued)

h. Resumes of Key Staff:

JACK B. OVERDORFF RESUME

SPECIFIC WORK EXPERIENCE/KNOWLEDGE

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

PROFESSIONAL REGISTRATIONS & PROFESSIONAL ORGANIZATIONS

- State of Florida Registered Landscape Arch. #1543, Nov. 1995
- Florida Certified Irrigation Water Auditor, 2009
- Florida Water Star Certified, AP 2012, Certifier 2016

EDUCATION

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





Section A- Experience & Qualifications (Continued)

ECO-LAND DESIGN & FREELANCE CONSULTING, TAMPA, FLORIDA -

PROJECT MANAGEMENT, DESIGN & CONSTRUCTION SERVICES

Owner/Operator, November 2008 to Current

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

GENESIS GROUP, TAMPA, FLORIDA - MULTIDISCIPLINARY PUBLIC AND PRIVATE

SECTOR PLANNING/ENGINEERING FIRM

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

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

•

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

Manager of Landscape Architecture, January 2005 to January 2006

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

GENESIS GROUP, TAMPA, FLORIDA – MULTIDISCIPLINARY PUBLIC AND PRIVATE

SECTOR PLANNING/ENGINEERING FIRM

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

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





Section A- Experience & Qualifications (Continued)

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

Landscape Architecture Manager, April 1999 to August 2002

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

$\underline{\textit{URS CORP., TAMPA, FLORIDA}}$ – MULTIDISCIPLINARY PUBLIC AND PRIVATE SECTOR ARCHITECTURAL/ENGINEERING FIRM

Project Landscape Architect, October 1993 to March 1999

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







Section B- References For Jack Overdorff

CITY OF St. Petersburg, SENSIBLE SPRINKLER PROGRAM, August 2010 To Present

Mr. Overdorff has assisted the City by performing irrigation audits and rain sensor installations for over 900 residential, multi-family and commercial customers throughout the City using potable, reclaimed and well water systems for irrigation. A full report was generated with water usage analysis, recommended repairs/adjustments, water savings calculations and landscape modifications to conserve water or to resolve maintenance issues. Property plans with locations of irrigation equipment layout were also prepared to assist in educating the participant and to assist in completing recommended repairs. Follow-up inspections are conducted to verify that prescribed modifications are completed. In addition to performing irrigation audits. Mr. Overdorff also has assists the City with educational workshops on Irrigation and Landscaping.

Client Name, Address, Contact Person and Their E-mail Address:

Christine Claus, Water Conservation Coordinator St. Petersburg Water Resources Dept. 1650 Third Avenue North St. Petersburg 33713

PH: (727) 892-5688 FAX (727) 823-9152

E-mail: chris.claus@stpete.org

HERNANDO COUNTY/WITHLACOOCHE WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (Q040), January 2018 To Present

Mr. Overdorff worked with the Water Authority staff and County coordinator to assist high potable water users by providing irrigation audits/inspections to residents within the water authority supply area). Inspections determined areas of system inefficiencies, possible water leaks, identify pressure problems, broken equipment, improper design or use of equipment, overspray, system calibration by catch can tests and rain sensor installations. Enhanced services were also provided to improve the system inefficiencies. Following the inspections a written report was generated outlining the findings with recommendations to further increase the system efficiency along with a system head layout plan to assist the owner in current and future repairs or modifications. Follow-up visits were conducted to verify that modifications were completed as outlined in the inspection report and document water savings.

Client Name, Address, Contact Person and Their E-mail Address:

Alys Brockway Hernando County, Water Conservation Coordinator 21030 Cortez Blvd., Brooksville, FL 34601 PH: (352) 754-4749

E-mail: Abrockway@co.hernando.fl.us





Section B- References For Jack Overdorff

CITRUS COUNTY, WaterSense Irrigation Controller Replacement December 2019 to Present

Mr. Overdorff is working with the County coordinator to assist high potable water users by providing irrigation controller upgrades. The program replaces existing standard irrigation controllers with a Hunter Pro-C Controller & Solar Sync E/T rain sensor to improve water conservation and system efficiency seasonally.

Client Name, Address, Contact Person and Their E-mail Address:

Debra Burden Citrus County, Water Conservation Coordinator 3600 W. Sovereign Path

PH: (352) 527-7684 Fax: (352) 527-5429

E-mail: DEBRA.BURDEN@citrusbocc.com

SWFWMD, PILOT IRRRGATION EVALUATION POGRAM FOR RESIDENTIAL PROPERTIES, July 2009 To October 2009 & SWFWMD, SKIP A WEEK PROGRAM, February 2010 To March 2010

The pilot irrigation project was conducted in three separate District locations identified as "The Villages" in the North District area, Lakeland in the Central District area and Port Charlotte in the South District area. The purpose of the inspections was to test the process of performing irrigation audits for selected high water use homeowners within each of the three areas described above to determine if the audit process is effective in reducing water use and also justify and demonstrate water changes following the inspections. A written report was generated discussing the above mentioned items including recommendations to rectify irrigation system problems, landscape adjustments and a calibrated time schedule to apply ¾ of an inch per application. The report also included a general diagram locating irrigation heads and providing suggestions for system adjustments.

For the Skip-A- Week program, Mr. Overdorff assisted the District by providing technical expertise for this program to educate the public on the reduced water needs of landscape material during the winter months. Scope of work included working with District staff and promotional staff at educational booths throughout the District.

Client Name, Address, Contact Person and Their E-mail Address:

Robin L. Grantham Senior Communications Coordinator Southwest Florida Water Management District 2379 Broad Street, Brooksville, FL 34604-6899 PH: (352) 796-7211 ext. 4779 or 1-800-423-1476,

FAX (352) 754-6883

E-mail: Robin.Grantham@swfwmd.state.fl.us





Section B- References For Jack Overdorff (Continued)

MID-FLORIDA CREDIT UNION, (18 sites throughout Central Florida), December 2012 to Present

Development of landscape and irrigation plans incorporating drought tolerant Florida Friendly plantings appropriate for each site and efficient irrigation design utilizing low volume irrigation design for commercial financial institutions.

Engineer of Record Name, Address, Contact Person and Their E-mail Address:

James Mitchell
MIDFLORIDA Credit Union
AVP/ Construction, Support Services
120 S. Kentucky Ave., Suite 700
Lakeland, FL 33801

PH: (863) 519-3470

Contact E-mail: james.mitchell@midflorida.com

Section B- References For Jack Overdorff

MARION COUNTY ENHANCED IRRIGATION EVALUATION PROGRAM, July 2016 To Present

As part of County Irrigation Inspection Program funded by the SJRWMD, Mr. Overdorff has assisted the County by performing irrigation audits and rain sensor installations for residential, customers including those that have been identified as high water users. The program also offered minor repairs to reduce overall water consumption for irrigation purposes.

Client Name, Address, Contact Person and Their E-mail Address:

Michon Fabio
Water Resources Liason
Marion County BOCC
Office of County Engineer
Ocala, FL

Ocaia, FL PH: (352) 671-8672

FAX: (352) 671-8687

E-mail: michon.fabio@marioncountyfl.org





ATTACHMENT 2

MANDATORY REFERENCE INFORMATION FORM

(Must be Returned with Quote Response)

<u>List a minimum of 3 business references of similar scope of work:</u> 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: City of St. Petersburg

Contact Person: Christine A. Clause, Water Conservation Coord.

Address: 1650 3rd Ave. N.orth, St. Petersburg, FL 33713

Phone No: (727) 892-5688

Service Performed: Managing the Sensible Sprinkler Program, assisting approximately 1200

individual residences and commercial properties with full audit services

2. Business Name: Citrus County Utilities

Contact Person: Debra Burden, Water Conservation Coordinator

Address: 3600 W. Sovereign Path

Phone No: (352) 527 7684

Service Performed: Performed irrigation audits for residences within the County for WRWSA

Also provided irrigation controller upgrades for utility customers

3. Business Name: SWFWMD

Phone No:

Contact Person: Robin Grantham. Senior Communications Coord.

Address: 2379 Broad Street, Brooksville, FL 34604-6899

Address: 23/9 Broad Street, Brooksville, FL 34604-6899

Service Performed: Educational water conservation events & performed audits for homeowners,

associations & commercial properties throughout the District

4. Business Name: Hernando County

(352) 796-7211

Contact Person: Alys Brockway

Address: 21030 Cortez Blvd., Brooksville, FL 34601

Phone No: (352) 754-4749

Service Performed: Performed Irrigation Audits for residences within the county through WRWSA

Projects (N278, N491, N640& Q040)





Section C- Proposal

a. Analysis of the firms strengths, weaknesses and management philosophy:

ECO-Land Design and it's owner Jack Overdorff, RLA are dedicated to providing water conservation consulting services through proper selection of plant materials, utilizing low volume irrigation techniques, evaluating existing landscape/ irrigation systems and providing clients with solutions that are not only water efficient, but also less demanding on our ecosystems. Mr. Overdorff has been successfully practicing these principals for many years.

ECO-Land Design is also dedicated to providing education to our clients and audit participants on how to effectively increase the efficiency of irrigation systems, identifying when plants or turf need water and also how to properly plan for future improvements to landscape and turf areas.

ECO-Land Design provides the following services to State and Local Governments, private property owners and community associations:

- Landscape & Irrigation Design
- Landscape and Irrigation Assessments
- Irrigation Audits & System Repairs
- Construction Management
- Site planning
- Development of Florida Friendly Landscape Guidelines
- Providing Educational Assistance

Other services ECO-Land Design offers but requires assistance from subconsultants include:

Pump system design and engineering

Water treatment devices

Electrical Systems and lighting design

Structural Engineering & Design





Section C- Proposal (Continued)

The management philosophy at ECO-Land Design is centered around providing cost effective proven solutions to our clients, on-time while also providing on-call services when asked and providing open communication throughout the duration of projects. In most cases project correspondence is addressed the same business day or next business day. We also understand when dealing with participants in programs such as this Sensible Sprinkler Program that we will be available to schedule appointments as necessary throughout the course of the week (mornings, afternoons, evenings and weekends if necessary) to fit into the participants busy schedule.

We are also dedicated to facilitate appointments as needed to assure a reasonable turn-a -round time from receipt of application thru reporting. The addition of Philip Hisey to the project will also expedite this process. Any adjustments to the reports requested by the Authority will be address within the next business day and delivered to the participant.

Jack Overdorff, RLA will be the primary contact for this project. He will be in direct communication with the Program Manager and any other necessary staff in authorizing contractual documents, invoicing and preparation of monthly/annual reports. He will also serve as the Project Manager for the project as well as the Certified Auditor for the project. His experience includes over 16 years experience managing/supervising projects, 21 years inspecting/evaluating irrigation systems and over 30 years in the design of irrigation systems. He will be responsible for direct communication with the Authority staff, utility water coordinators and program participants in scheduling inspections, updating databases, performing inspections, outlining written reports, follow-up inspections as well as coordinating with team members on the level of involvement necessary for each individual inspection to ensure all required aspects of the scope are thoroughly performed in a timely manner and in accordance with the program requirements.

b. Current Irrigation Service Operations:

Current irrigation services are strictly limited to design, construction oversight and irrigation system evaluations/audits for public/private entities in the State of Florida.





Section C- Proposal (Continued)

- c. Equipment used for the inspections:
 - > Toyota Prius
 - ➤ Catch cans used for collection of water identifying distribution uniformity and volume. Results are used to calibrate the irrigation controller by setting zone run times accordingly.
 - > Stop Watch used to determine flow for each zone and output for rotor heads
 - Graduated cylinders used to measure water collected
 - Soil Probe used to examine soils structure/water holding capacity for adjusting water durations
 - 100' measuring tape- used for measuring landscape/turf areas
 - Pressure gauge with pitot tube- used for measuring pressure at rotor heads
 - Pressure gauge for spray heads used to measure pressure at fixed spray heads
 - One gallon container used to collect and measure output from rotor heads
 - Survey flags used for marking head locations
 - Various irrigation heads, nozzles and fittings to perform system repairs
 - Calculator used for calculating flow rates, average application rates/inches per hour, distribution uniformity, effective application rate, required run times and catch can spacing per FIS guidelines
 - Various tools, wire connectors, wire cutters, pliers, tape, screws, staples for installation of rain sensors and system repairs
 - Electric drill and masonry bit for installation of rain sensors
 - Folding ladder for inspection/installation of rain sensors
 - Caulk for sealing holes from installation of rain sensor
 - Totes for distribution of handout material for the Authority
 - ➤ HP 6210 Computer with Microsoft Office including Word and Excel
 - Brother Laser jet color printer, scanner and Fax
 - > Fios high speed internet access
- d. Capacity for meeting service requirements:

Current irrigation audit workload includes:

- WRWSA Irrigation Inspection Project & follow-up insp. (Q040)- Thru December 2020
- Marion County Irrigation Evaluation Program Thru December 2020
- Citrus Count WaterSense irrigation Controller Upgrades Thru August 2021
- City of St. Petersburg Sensible Sprinkler Program- Thru March 2021

Due to current contracts status it is anticipated that this contract will be fully serviced by ECO-Land Design, LLC following approval and beginning December 1st, 2020





Section C- Proposal (Continued)

e. Any service innovations that enhances customer relations:

In addition to all of the required items noted in the scope of work for this project, ECO-land Design will include a general property layout plan that locate all irrigation heads (identified by type) as well as general notes on the plan that will identify items for immediate repair and modifications to increase coverage or efficiency of the system. This practice has been used for several years and has been proven to be a great asset to the homeowners in terms of understanding their system, locating equipment, making adjustments and requesting repairs by contractors. The plan also has corresponding numbers for each head that relates back to the inspection report for ease of understanding by the homeowner. Property layout plans are generated from readily available property appraiser information with SF of turf areas. The plans are included in the base bid for this project. (See Section-F for report and plan examples)

In addition to the items required by the project scope, Eco-land Design will also review the current irrigation controller settings with landscape conditions and educate the participant on current or seasonal adjustments to reduce overwatering and overall maintenance on the landscape/turf areas.

The water meter will also be checked with the participant present to identify other potential leaks on the property. This is a great opportunity to educate the participant on how to check for potential leaks in the future.

In the event that catch can tests cannot be completed due to poor weather conditions at the time of the inspection or time constraints by the participant with WRWSA authorization a square footage calculation can be completed for each zone and distribution uniformity/application rate determined by head spacing per Florida Irrigation Society recommendations to determine appropriate runtimes.

f. Summary of the evaluation process:

At the direction of the Program Manager, Mr. Overdorff will contact and schedule appointments with prospective inspection/evaluation candidates at the earliest and most convenient time. Mr. Overdorff is accustomed to scheduling appointments with participants, documenting contact information and dates though his current work with the Authority and other similar projects/clients. He is also available to conduct evaluation during late afternoons, early evening hours and weekends as necessary to assist participants in fitting the evaluations into their busy schedules.

During the inspections the following items will be reviewed:

1. Visually inspect landscape areas for indications of over watering and dry spots





Section C- Proposal (Continued)

- 2. Proper zoning of shrub and turf zones these should be separated as water needs for each vary greatly.
- 3. Use of rain sensor shut off devise, testing and proper installation /location to ensure proper environment for optimum performance. Install a new device if one is not present or current devise is inoperable or in a poor location.
- 4. Identify appropriate schedule and duration of watering times for plant material and sod species. Assist homeowner in setting the timer appropriately if requested.
- 5. Verify controller has a programmable clock & identify any physical limitations
- 6. Review and document existing scheduled run time and duration/frequency of each irrigation zone per current water restriction requirements
- 7. Verify controller has a back-up battery to work and maintain water schedules during frequent power outages, battery will be replace for homeowner if necessary.
- 8. Review irrigation head layout and determine if spacing modifications are necessary to reduce dry areas or areas of non-coverage. Maximum spacing should not exceed 55% of the spray diameter.
- 9. Review and identify damaged equipment or leaking pipes
- 10. Identify any areas of overspray or excessive runoff
- 11. Determine if irrigation heads are using matched precipitation rates so that equal water distribution is maintained during operation
- 12. Review each irrigation zone to determine existing gallons per minute (GPM) used per application and appropriate timing based on current water restrictions
- 13. Inspect water meter for potable customers to determine any potential leaks that may be evident on-site and if the irrigation main has a master shutoff, determine if other leaks are present.
- 14. Demonstrate and perform catch can tests on one zone and calibrate system based on the findings for the core program and additional zones as required by the enhanced program
- 15. Visually review pressure and performance of irrigation heads identifying any leaks, broken pipes, overspray, matched precipitation, multiple manufactures equipment
- 16. Identify potential opportunities for micro-irrigation or drip irrigation
- 17. Verify appropriate filtering equipment based on irrigation methods and recommend any necessary maintenance to maintain operation
- 18. Identify any obstructions that may inhibit proper irrigation of areas or clogged heads
- 19. Identify landscape areas that are maintenance problems in regard to irrigation and provide recommendations to amend including Best Management Practices (BMP) information
- 20. Provide recommend system modifications as designated in the enhance program per approval by the water coordinators
- 21. Inspect soils with soil probe to identify if run time adjustments are necessary based on composition
- 22. Identify if backflow prevention device is present
- 23. Note and report any visible cross connections on the property
- 24. Provide a graphic irrigation head layout plan that corresponds to the report generated to easily identify and locate equipment with estimated turf area in square feet





Section C- Proposal (Continued)

26. Distribute the outdoor water conservation packets to Program Participants

A certified written report will be generated with Microsoft Word within 1 week of the initial inspection and discuss each the above mentioned items including recommendations to rectify irrigation system problems, landscape adjustments and a calibrated time schedule to apply 1/2"- 3/4" of an inch per application. The report will also analyze current water usage and potential water savings if recommend modifications are made. Additionally, reports will provide a schematic head layout plan for residential evaluations. This detailed process has proven to be an effective way to examine the overall performance of individual irrigation zones and effectively communicate system issues and recommendations. Recycled paper will be utilized on all reports mailed out to participants.

A database in Microsoft Excel will be maintained and containing the following information; schedule appointment dates, participant names with address, completed/delivered report dates, track completed inspections, follow-up visits, repairs, rain sensor installations per month and total for the program, and number of evaluations completed per month as well as a total for the program. Follow-up inspections will be scheduled to review the modifications made to the irrigation system according to the initial report/inspection, identify new issues and to assess the water savings that was achieved. A written certification of the follow-up inspection will be provided that will include data on the follow-up walk through inspection, modifications made to the system, percentage of recommended modifications that were implemented, re-check of the time clock for station run time durations, watering days and times, verification that the rain sensor is working and supporting calculations of the participant water usage following the modifications to the system.

Monthly reports will be generated and delivered to the Program Manager by the end of the second week of the month for the previous months activities.

g. Describe any assistance or support your staffing resources will require of the Authority:

Depending on the method of soliciting participants to the program and level of response, It may be advantageous have staff contact participants to assure applicants that applications have been received and are being processed to improve communication with applicants. This method has worked in past programs.

No additional assistance or support will be required other than the items identified in the RFP.

h. Employee background check process:

ECO-Land Design will secure the services of Accuscreen to provide the all required criminal and DMV background check information for the program.

ATTACHMENT 1

QUOTE RESPONSE FORM

FOR WRWSA IRRIGATION EVALUATION PROGRAM (Q138) - QUOTE NUMBER RFQ 20-01

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

\$ 220.00*

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

\$ 37.50

\$ 125.00***

\$ 10.00****

\$ 20.00

\$ 25.00**

\$ 75.00

Cost per Enhanced Evaluation Component

a residence

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

\$ 85.00

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

\$ 85.00 \$ Included in costs

\$ 85.00 \$ 125.00

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

Core costs include irrigation head layout plan

** Replacement of Hydrostatic Disks also includes reconnection/wiring of device that has been disconnected

*** See Proposal (Section C, Item - e)for alternative measures if Catch Can tests cannot be completed

**** Cost of capping heads can also be used for other items in Part II of scope not included in Quote response, nozzle replacements, straightening of heads, raising/lowering of heads & head adjustments

ATTACHMENT 1

QUOTE RESPONSE FORM FOR WRWSA IRRIGATION EVALUATION PROGRAM (Q138) – QUOTE NUMBER RFQ 20-01

| Firm Name ECO-Land Design, LLC | |
|---|-----------------------------------|
| Type Organization: [] Individual X Small Busin [] Partnership [] Corporation | |
| Business is licensed (unless exempt by applicable law), perm X Yes [] No License#_LA0001543/L | |
| Irrigation Auditors Certification # (from Secretary of State): | FIS Certified Auditor April 2009, |
| State of Florida Fictitious Name Reg. # (from Secretary of St | ate): None |
| Authorized Representative's Name: Jack B. Overdorff | |
| Address: 7615 Terrace River Drive | |
| City: Tampa | State: FL Zip: 33637 |
| Telephone No.: (813) 466-8705 Fax No.: | Email: ecolandfl@gmail.com |
| Federal I.D.#:45-1594760 | Invoice Terms: 30 days |
| Authorized Signature: | Date: 8/21/20 |





Section E- Other

ECO-Land Design will continue to offer the Authority in depth knowledge / experience on the appropriate locations and selections of plant materials, turf grasses and maintenance techniques that associated with proven water conservation methods through efficient irrigation system recommendations offered in this program will enhances the overall effectiveness of the program. Providing these additional educational opportunities has been a valuable resource to the current projects managed by ECO-Land Design and will continue to compliment the Irrigation Evaluation program and add to its success.

Additionally, ECO-Land Design has worked with the authority in developing the easy to read audit report formatting with accompanying irrigation layout plan in cadd that has been used under the current Sensible Sprinkler Program.

Assistance will also be given to participants on the appropriate irrigation equipment to use for their specific system as well as advice on the appropriate irrigation controller to install if replacement is approved.

Mr. Overdorff also holds and maintains a Landscape Architect License is a Florida Water Star Certifier and is AP Certified for irrigation.









Section E- Other (Continued)













Date: May 25, 2016

From: Chris Claus, St. Petersburg Water Conservation Coordinator 🔑

To: Procurement Analyst, Water Conservation Program Solicitation

Subject: Jack Overdorff dba Eco Land Design

Jack Overdorff, president of Eco Land Design LLC, has been the sole provider for St. Petersburg's Sensible Sprinkling Program since entering into a contract in August 2010. Among other requirements, this Program's contractor and assigned irrigation specialist are required to be current holders of the Irrigation Association's Landscape Irrigation Auditor Certificate or Florida Irrigation Society's Urban Irrigation Auditor Certificate. The contract for this Program is renewed annually, based on a ranked approval by City staff, and was awarded again to this contractor after a competitive bidding process in 2014.

The Sensible Sprinkling Program is a customer awareness and education project utilizing a qualified contractor to provide in-ground irrigation system evaluations based on industry standards to single-family, multi-family and non-residential customers of the City. The contractor also installs a rain sensor device if an operable sensor is not present. Upon completion of the evaluation, the contractor is required to supply the participant (and the City) a *Water Efficiency Report* detailing system status and site-specific recommendations to improve water distribution efficiency. Calculations are provided to identify current water use and estimated water savings upon the customer's implementation of the Report's suggestions. As a Landscape Architect, Jack has added drawing skills, plant knowledge, and landscape design expertise to the Program, which has proven to be helpful to participants. For example, Jack includes a schematic drawing of the participant's irrigation system which includes a label on each sprinkler that corresponds with the *Water Efficiency Report*.

This Program involves a large amount of customer and staff interaction before, during and after the evaluation. Through three phases of the Sensible Sprinkling Program, Jack Overdorff has received high ranking from City staff and Program participants. *Participant Satisfaction Survey* results from the 2010, 2012 and 2014 Program phases indicate high satisfaction with the Program and this contractor. Survey comments describe Jack as knowledgeable, very thorough and cordial. Many participants commented on the usefulness of the schematic drawing while reading their report and implementing suggested improvements. Participants felt motivated and energized to implement the water efficiency measures that were suggested.

Jack has also provided his expertise in support of the City's other outdoor water efficiency initiatives. He has been a guest speaker for the Florida Style Landscaping Workshops for six years and is readily available to answer staff and customer questions and comment on initiative planning and draft publications.

If you need additional information, please contact me at (727) 892-5688 or email at Chris.Claus@stpete.org.



Section E - Other (Continued)



CITY OF TAMPA

Bob Buckhorn, Mayor

Water Department

Chuck Weber, P.E., Director

May 25, 2016

To Whom It May Concern:

I am writing in recommendation of Jack Overdorff of ECO-Land Design. Mr. Overdorff assisted the City of Tampa Water Department from 2009 thru 2012 providing irrigation audit services and education to our customers on efficient water use in the landscape.

Mr. Overdorff was successful in providing our customers with direct water savings opportunities that resulted in lower water consumption and in many cases lower utility bills for the participants of the programs. Mr. Overdorff also assisted the City as an irrigation expert providing his expertise in preparing multi-media educational material and public outreach workshops.

In addition, Mr. Overdorff performed his services as stated in and many times above and beyond the contract specifications. He maintained ongoing communication with the program participants and helped them meet their deadlines and provide the proper documentation for their rebate submission. Mr. Overdorff was quick to respond to e-mail messages and voice mail and he completed all the evaluations that were assigned to him during the period of his contract. His reports were well written and provided valuable information for the program participants to make upgrades to their irrigation system for efficiency purposes.

I have no doubt that Mr. Overdorff will provide the same consistent work ethic and expertise that he provided the City of Tampa for several years making your program a success.

Please contact me if you have questions or would like additional comment about my experiences working with Mr. Overdorff of ECO-Land Design.

Sincerely,

Jill Lehman

Jill Lehman

Water Conservation Coordinator

813-274-7091





Section E - Other (Continued)

| D = 1 = = = | :I£ | | | | . N.A In al. O a . al a |
|-------------|------------|-------------------|------------------|-----------------------|-------------------------|
| Below are | e-mails of | appreciation from | participants for | programs inspected by | / ivir. Jack Overdorff: |

| Carol Hollenbeck Wed, Jul 29 |
|--|
| Thank you Jack - the rain sensor is working great! |
| Carol |
| Peggy Nolan Mon, Aug 3 |
| Thank you, Jack for all this information. I know what my next project will be. I'll |
| be working on it soon. |
| Enjoy you summer, |
| Margaret Nolan |
| Bonnie <bshep23@aol.com> Mon, Jun 29 I want to thank you for coming out and helping me with my irrigation system.</bshep23@aol.com> |
| Mon, Jun 29 batride71@aol.com |
| Jack, |
| Thanks for the inspection and recommendations. That and the rain sensor will be of great help to me. |
| Thanks again, |
| Larry Van Gelder |





Section E - Other (Continued)

| Section L - Other (Continued) |
|--|
| Nancy A S < napcott@hotmail.com > Tue, Jun 16 |
| Hi Jack!! |
| Thank you so much! In the near future, the irrigation system is on my list to have an irrigation company fix the sprinklers and whatever else it takes to get it up and running properly. |
| I will contact you when this is done. |
| Thank you again!! |
| Nancy Smith |
| Mon, Mar 23 rodriguez644@comcast.net |
| Received your report. I appreciate your effort and it will be put to good use as soon as I find a good company to take care if it. I will let the Water people here know that I received it. Again thank you very much |
| Juan Rodriguez |
| Jos B. Sanz <yblanco@mail.usf.edu> Wed, Mar 4</yblanco@mail.usf.edu> |
| Received, thank you much for the great work!! |
| Yosve |
| KENT LYNN < kwlynn@verizon.net> Fri, Oct 4 |
| Thanks, Jack. We'll take a look at the report and get back to you with any questions. Appreciate all the time. System seems to be working well - watering as scheduled for 15 mins per zone on Sundays and Wednesdays. |
| Best, |
| Kent |





Section E - Other (Continued)

| Karen Pasolli <karen.pasolli@gmail.com></karen.pasolli@gmail.com> |
|--|
| Thanks Jack. I have an irrigation company lined up to adjust sprinkler heads etc. |
| Courtney Allen <courtney.s.allen@gmail.com></courtney.s.allen@gmail.com> |
| Good morning Jack, |
| This is fantastic. I really appreciate all of your work on this. I am going to get these repaired and adjust the cycles to the recommended approach. |
| What a great program! |
| Thank you, |
| Courtney |
| |
| dchris50@aol.com Aug 25, 2019 |
| Jack, |
| Thanks for the inspection and your follow-up report. I capped off the leak on Zone 4 immediately (it apparently had come lose when I completed the ground cover work earlier in the week and had not detected the leak since the system was off due to the rain we had been experiencing) have already contacted Phil Knapp of P & K Lawn Care to run a new line of fixed heads along the fence by the seawall in Zone 4 and changing out heads R8 and R9 with fixed heads and relocating them to along the hedge line on the south side of the house. |
| Thanks, |
| David Christein |
| |



Residential Landscape/Irrigation Evaluation Report

Evaluator: Jack Overdorff, RLA

Re-inspection Date: 5/19/16

Owner Name: Mr. & Mrs. Black

Address: Ocala, FL 34481

E-mail: None

Report Overview:

On Wednesday, May 8th, 2015, a site inspection was conducted for the irrigation system at the above referenced residence in

Ocala, Florida. 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 recommendations for addressing the system issues and setting of watering durations.

Turf Area

8,300 Sf

Checklist:

| Item | Location | Functioning? |
|--------------------|------------------------------|---|
| Time clock | Garage wall of the residence | Program A, Zones 1-6 Program Running Days: Sat. @ 6am Zone #1 thru #4 running 29 minutes Zones #5 & #6 running 26 minutes |
| Rain sensor | West side of residence | Wireless sensor not working. New Wired sensor installed on the west side of the residence |
| Backflow Preventer | Side yard | Yes |

Evaluation:

| Area | Observation | Action | Addressed by Homeowner |
|---------|---|--|----------------------------|
| General | Watering efficiency can be improved in the front and rear yard landscape beds to minimize overwatering of open mulch areas and existing mature plant material | Recommend capping or moving heads and converting these areas to low volume irrigation and include appropriate filtration, pressure reducers and flush valves as noted below to reduce overwatering and system inefficiencies | Flow reduced on some heads |

| | Zones 1 & 5 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 capping heads and separating the landscape beds and turf/lawn areas into separate zones | Not completed |
|--|--|--|-------------------|
| | Spray Heads in the landscape beds are being blocked by plant material | Recommend capping or raising heads as noted below. Also recommend converting these heads to low volume irrigation zones for landscape areas | Plantings trimmed |
| | Spray pattern coverage can be improved as Spray Heads and Rotor Heads are installed on zone 5 | It is not recommended to have Spray Heads and Rotor Heads installed within the same zones as each have different precipitation rates and can create wet and dry areas in the landscape/turf areas | Completed |
| Zone #1 Spray Zone Front/Side Yard Turf Area & Landscape Beds (See attached site plan) | Spray pattern coverage can be improved for the turf areas as Spray Head #1has a broken spray nozzle | Recommend replacing the spray nozzle on the head with a matched precipitation rate spray nozzle to improve the spray pattern coverage for the turf areas | Completed |

| Spray pattern coverage can be improved as Spray Head #8 is not popping up properly | Recommend raising the head and/or replacing the 4" tall spray head with a 6" tall spray head to improve the spray pattern coverage for the turf areas | Completed |
|---|---|---|
| Water can be conserved as Spray Heads #1 thru #5 & #7 thru #9 are overwatering open mulch areas and existing mature plant material | Recommend capping or moving heads and converting these areas to low volume dripline irrigation connected to Zone 4 to reduce overwatering and system inefficiencies | Flow reduced on heads |
| Spray pattern coverage can be improved as Spray Head #10 is leaning | Recommend straightening the head to improve the spray pattern coverage for the turf areas | Not completed |
| Water can be conserved as Spray Head #15 is leaking | Recommend replacing the head with a fixed spray head similar to other heads on the zone fitted with a matched precipitation rate spray nozzle to conserve water | Completed |
| Spray pattern coverage can be improved as Spray Head #16 is set too low and blocked by the surrounding turf areas | Recommend raising the head and/or replacing the 4" tall spray head with a 6" tall spray head to improve the spray pattern coverage for the turf areas | Completed |
| Zone is operating at approximately 19.5 Gallons Per Minute (GPM) | No action | Zone is operating at approximately 19.5 Gallons Per Minute (GPM) |

| Zone #2 Spray Zone Front Yard Turf Area (See attached site plan) | Spray pattern coverage can be improved as Spray Head #18 is leaning | Recommend straightening the head to improve the spray pattern coverage for the turf areas | Not completed |
|--|---|--|--|
| | Spray pattern coverage can be improved for the turf areas as Spray Heads #19 & #21 are not covering the entire turf areas | Recommend adjusting the spray nozzles to improve the spray pattern coverage for the turf areas | Completed |
| | Spray pattern coverage can be improved as Spray Heads #20 & #21 are set too low and blocked by the surrounding turf areas | Recommend raising the heads and/or replacing the 4" tall spray heads with 6" tall spray heads to improve the spray pattern coverage for the turf areas | Completed |
| | Spray pattern coverage can be improved for the turf areas and water can be conserved as Spray Head #23 is leaning and overspraying | Recommend straightening the head and adjusting the spray pattern to resolve the issues | Not completed |
| | Water can be conserved as Spray Head #26 is leaking | Recommend replacing the head with a fixed spray head similar to other heads on the zone fitted with a matched precipitation rate spray nozzle to conserve water | Not completed |
| | Zone is operating at 17.5 Gallons Per Minute (GPM) | No Action | Zone is operating at 20 Gallons Per Minute (GPM) |

| Zone #3 Spray Zone Side Yard Turf Area (See attached site plan) | Spray pattern coverage can be improved as Spray Head #28 is set too low and overspraying onto the driveway | Recommend raising the head and/or replacing the 4" tall spray head with a 6" tall spray head to improve the spray pattern coverage for the turf areas. Also recommend adjusting the spray pattern to reduce overspray | Not completed |
|---|---|--|---|
| | Spray pattern coverage can be improved as Spray Head #29 is leaning | Recommend straightening the head to improve the spray pattern coverage for the turf areas | Not completed |
| | Water can be conserved as Spray Heads #30 & #31 are overspraying | Recommend replacing the 360 degree spray nozzles with strip spray nozzles to conserve water | Not completed |
| | Spray pattern coverage can be improved as Spray Head #33 is clogged | Recommend flushing the head out and replacing the spray nozzle as necessary to improve the spray pattern coverage for the turf areas | Completed |
| | Zone is operating at approximately 10.5 Gallons Per Minute (GPM) | No action | Zone is operating at approximately 12 Gallons Per Minute (GPM) |
| Zone #4 Spray Zone Planting Beds (See attached site plan) | Water can be conserved as Spray Heads #31 thru #52 are overwatering open mulch areas and existing mature plant material | Recommend reducing the flow on the heads or capping/moving heads and converting these areas to low volume dripline irrigation to reduce overwatering and system inefficiencies. Also, recommend reducing the zone runtime as noted below | Flow reduced on heads |

| | Spray pattern coverage can be improved as Spray Head #46 is blocked by a garden hose | Recommend moving the garden hose to improve the spray pattern coverage | Spray Head #43 is leaking |
|---|--|--|--|
| | Zone is operating at 17.2 Gallons Per Minute (GPM) | No action | Zone is operating at 22 Gallons Per Minute (GPM) |
| Zone #5 Rotor/Spray Zone Rear Yard Turf Areas & Landscape Beds (See attached site plan) | The zone efficiency can be improved as Spray Heads #55 thru #58 are irrigating mature plantings on a turf rotor zone | Recommend turning the heads off and replacing with low volume dripline on a separate zone if it is necessary for the plantings to be regularly irrigated. | Heads have been turned off |
| | Zone is operating at 19.5 Gallons Per Minute (GPM) | No action | Zone is operating at 15 Gallons Per Minute (GPM) |
| Zone #6 Rotor Zone Rear Yard Turf Areas (See attached site plan) | Spray pattern coverage can be improved as Rotor Head R5 is leaning | Recommend straightening the head to improve the spray pattern coverage for the turf areas | Heads were replaced with fixed Spray Heads |
| | Water can be conserved as Rotor Heads R5 & R7 are leaking | Recommend repairing or replacing the heads with large turf Rotor Heads similar to other heads on the zone fitted with matched precipitation rate spray nozzles to conserve water | Heads were replaced with fixed Spray Heads |

| The spray pattern application rate appears low near Rotor Head R7 | Recommend increasing the nozzle size on the head to a#4 nozzle to improve the spray application rate | Heads were replaced with fixed Spray Heads |
|---|--|--|
| Zone is operating at 10 Gallons Per Minute (GPM) | No action | Zone is operating at 13 Gallons Per Minute (GPM) |

A catch can test was performed on Zones #2 & #6 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 #2 is running at 17.5 gallons per minute and according to the catch can test, is operating at 41% spray uniformity for the Zone (above 70% is considered to be good). This zone is applying 1.37" of water per hour. The lawn is in good condition. If the recommendations above are made to the system with the spray pattern uniformity improved to 70%, it is recommended that the zone runtime be set at 31 minutes once per week to achieve a 1/2" application rate. Also, based on the existing soil profile (high sand content) and root depth it is recommended that the runtime be completed in one application.

Zone #6 is running at 10 gallons per minute and according to the catch can test, is operating at 46% spray uniformity for the Zone (above 70% is considered to be good). This zone is applying .56 " of water per hour. The lawn is in fair condition. If the recommendations above are made to the system with the application rate increased to .90" per hour and the spray pattern uniformity improved to 70%, it is recommended that the zone runtime be set at 50 minutes once per week to achieve a 1/2" application rate. Also, based on the existing soil profile (high sand content) 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. Over-watering 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 | Plant type | Post-inspection suggested runtimes |
|------------|--|------------|---|
| | And water usage | | And water usage |
| | Program A (1 application times per week) | | Program A (1 application time per week) |
| Mixed | Zone 1 (Spray) - 29 mins = 566 Gal | Turf | Zone 1 (Spray) - 31 mins = 605 Gal |
| Turf | Zone 2 (Spray) - 29 mins = 508 Gal | Turf | Zone 2 (Spray) - 31 mins = 543 Gal |
| Turf | Zone 3 (Spray) - 29 mins = 305 Gal | Turf | Zone 3 (Spray) - 31 mins = 325 Gal |
| Plants | Zone 4 (Spray) - 29 mins = 609 Gal | Plants | Zone 4 (Spray) - 10 mins =210 Gal |
| Mixed | Zone 5 (Rotor/Spray) - 26 mins = 508 Gal | Turf | Zone 5 (Rotor) - 50 mins = 450 Gal |
| Turf | Zone 6 (Rotor) - 26 mins = 260 Gal | Turf | Zone 6 (Rotor) - 50 mins = 500 Gal |
| | Total Current Water Usage (per application) = 2,756 Gallons per week | | Total Water Usage (per application) after run time modifications 2,633 Gallons per week |

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

Jack Overdorff Page 36 8/11/2020

- 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 15,798 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 1 | Projected annual gallons savings ¹ | Projected Annual Gallons Saved w/ Skip a Week ¹ |
|---|-----------------------------|---|--|
| 2,756 GAL/CYCLE/WEEK | 2,633 GAL/CYCLE | 123 GAL/CYCLE | 2,633 GAL/CYCLE |
| 143,312 GAL/YEAR | 136,916 GAL/YEAR | 6,396 GAL/YEAR | 22,194 GAL/YEAR (15% Annual Saved) |

¹Based 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 Admin, LuAnne Stout -(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.

Actual Water Usage Following Modifications:

| Pre-inspection zone run times | Post-inspection run times | |
|--|---|--|
| And water usage per application | | |
| Program A (1 application times per week) | Program A (2 application time per week) | |
| Zone 1 (Spray) - 29 mins = 566 Gal | Zone 1 (Spray) - 10 mins = 195 Gal | |
| Zone 2 (Spray) - 29 mins = 508 Gal | Zone 2 (Spray) - 15 mins = 300 Gal | |
| Zone 3 (Spray) - 29 mins = 305 Gal | Zone 3 (Spray) - 7 mins = 84 Gal | |
| Zone 4 (Spray) - 29 mins = 609 Gal | Zone 4 (Spray) - 5 mins = 110 Gal | |
| Zone 5 (Rotor/Spray) - 26 mins = 508 Gal | Zone 5 (Rotor) - 10 mins = 150 Gal | |
| Zone 6 (Rotor) - 26 mins = 260 Gal | Zone 6 (Rotor) - 10 mins = 130 Gal | |
| Total Water Usage (per application) = 2,756 Gallons per week | Total Water Usage (per application) after run time modifications = 969 Gallons per application X 2 applications per week = 1,938 Gallons per week | |

Water Usage Summary Following Re-Inspection

| Estimate of existing water usage ¹ | Post-evaluation water use ¹ | Projected annual gallons saved ¹ | Projected Annual Gallons Saved w/ Skip a Week ² |
|---|--|---|--|
| 2,756 GAL/CYCLE/WEEK | 1,938 GAL/CYCLE | 818 GAL/CYCLE | 1,938 GAL/CYCLE |
| 143,312 GAL/YEAR | 100,776 GAL/YEAR | 42,536 GAL/YEAR | 67,536 GAL/YEAR (47% Annual Savings) |

¹Based on 1 days a week watering with 1 applications per day

Estimated percentage of recommended modifications completed: 60%







Jack Overdorff Page 40 8/11/2020

² Based on 2 days a week watering using the skip a week program in the winter months (Dec., Jan., Feb.) and assuming a 15% savings with the installed rain sensor.

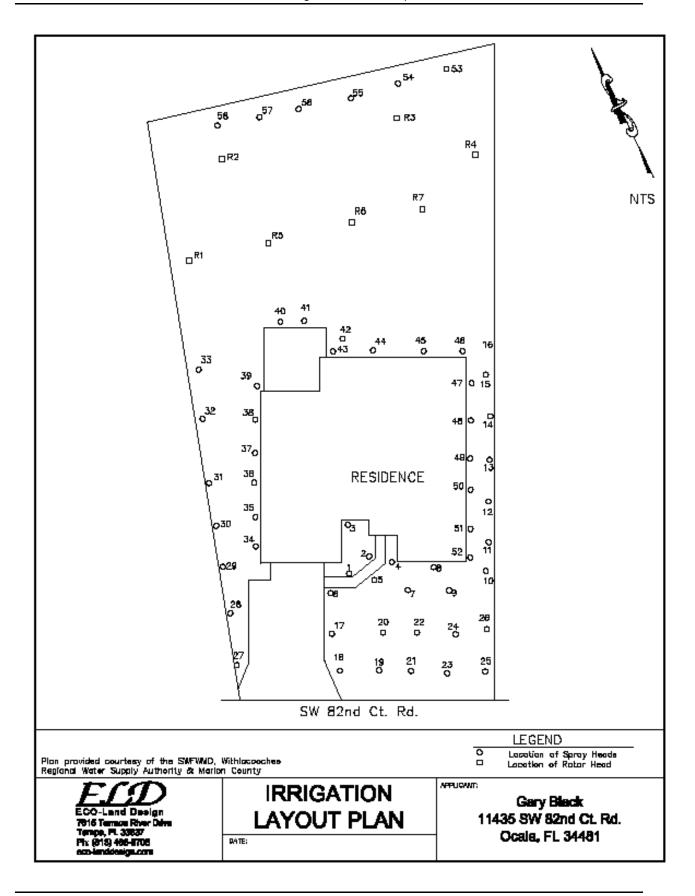


EXHIBIT C

Certificate of Insurance (to be attached to signature copy)

ATTACHMENT 1 QUOTE RESPONSE FORM FOR WRWSA IRRIGATION EVALUATION PROGRAM (Q138) - QUOTE NUMBER RFQ 20-01 Firm Name ECO-Land Design, LLC Type Organization: [] Individual x 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: X Yes [] No License# LA0001543/LC26000393 X Yes FIS Certified Auditor April 2009, Irrigation Auditors Certification # (from Secretary of State): Water Star Certifier July 2016 State of Florida Fictitious Name Reg. # (from Secretary of State): None Authorized Representative's Name: Jack B. Overdorff Address: 7615 Terrace River Drive City: Tampa State: FL Zip: 33637 Telephone No.: (813) 466-8705 Email: ecolandfl@gmail.com Fax No.: Federal I.D.#: 45-1594760 Invoice Terms: 30 days Authorized Signature:

EXHIBIT D Amendments, Modifications, Work Orders, or Addenda

(as needed)

Exhibit E. Part I – General Conditions from the Q138 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 20, 2020 to August 21, 2020.
- 1.4 **DELAYS. CHANGES AND ADDENDA.** The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will opened **August 21, 2020 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 <u>NO</u> 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 <u>MATERIALS, APPLIANCES, EMPLOYEES.</u> 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 |
| On | |

0r

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.
- 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.

Item 7.b.

Phase 6 Irrigation System Audit Program

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

b. Agreements with Hernando County Utilities, and The Villages VCCDD and NSCUDD

Five utilities have tentatively agreed to participate in Phase 6 of the Irrigation System Audit program including Citrus, Hernando and Marion counties, the North Sumter County Utility Dependent District (NSCUDD), and the Village Center Community Development District (VCCDD). Participation by these utilities helps their customers who participate save water and money, and helps the utilities ensure they continue to meet and surpass the conservation requirements of their water use permits. Three of the five utilities, including Hernando County, the VCCDD and the NSCXUDD require an agreement with the Authority to effectuate their participation. Copies of the proposed agreements are included as exhibits to this item. It should be noted that Citrus and Marion counties continue to participate in the program, however, no contracts are currently necessary to effectuate their participation.

See Exhibits for this item:

- (1) Agreement between the WRWSA and Hernando County, Florida for the WRWSA Regional Irrigation Evaluation Program (Q138).
- (2) Agreement between the WRWSA and the Village Center Community Development District for the WRWSA Regional Irrigation Evaluation Program (Q138).
- (3) Agreement between the WRWSA and the North Sumter County Utility Dependent District for the WRWSA Regional Irrigation Evaluation Program (Q138).

Staff Recommendation:

The Authority Board approve the Agreements between the WRWSA and Hernando County, the Village Center Community Development District and the North Sumter County Utility Dependent District; and authorize the Chairman to sign the Agreements.

FUNDING AGREEMENT BETWEEN THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND HERNANDO COUNTY, FLORIDA FOR THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

REGIONAL IRRIGATION EVALUATION PROGRAM (Q138)

THIS FUNDING AGREEMENT is made and entered into by and between the

THIS FUNDING AGREEMENT is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, hereinafter referred to as "AUTHORITY," and HERNANDO COUNTY, Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the AUTHORITY proposes to enter into a Funding Agreement with the Southwest Florida Water Management District (SWFWMD) for the Withlacoochee Regional Water Supply Authority Regional Irrigation Evaluation Program (Q138) in the first half of fiscal year 2020-21; and

WHEREAS, pursuant to the AUTHORITY's work plan, project participants will receive either a core evaluation, including an irrigation system evaluation, site specific recommendations, rain sensor installation if an operable sensor is not present and water wise landscaping education materials, or an enhanced evaluation, which builds upon the core evaluation components and can also include timer change-outs and enhancement, repair of irrigation systems and other enhancements to implement recommendations; and,

WHEREAS, the AUTHORITY and the COUNTY wish to enter into a Funding Agreement whereby the COUNTY would fund the sum of \$6,500 and the AUTHORITY would fund \$19,500, for a total project cost of \$26,000, with the AUTHORITY anticipating reimbursement by the SWFWMD of fifty percent of the total project costs (\$13,000), to conduct an estimated 24 core and 20 enhanced irrigation system water audits on single-family residential properties, with approximately 16 follow-ups, hereinafter referred to as the "PROJECT"; and,

WHEREAS, both the AUTHORITY and the COUNTY consider the PROJECT to be worthwhile and it will ultimately improve the conservation of water resources.

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

1. PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual 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, to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the AUTHORITY: LuAnne Stout Project Manager for the COUNTY: Alys Brockway

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

- 1. 1 The COUNTY and AUTHORITY's Project Managers are hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager. The COUNTY and AUTHORITY'S Project Managers are not authorized to approve any time extension which will result in an increased cost to the COUNTY or the AUTHORITY or which will exceed the expiration date set forth in Paragraph 5, Contract Period.
- 1. 2 The COUNTY and AUTHORITY'S Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan set forth in Exhibit "A." The authorization must be in writing, explain the reason for the adjustment, and be signed by the Project Manager. The COUNTY and AUTHORITY'S Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the not-to-exceed amount set forth in the funding section of this Agreement.

2. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Twenty-six Thousand Dollars and No Cents (\$26,000.00). The COUNTY agrees to fund PROJECT costs up to Six Thousand Five Hundred Dollars and No Cents (\$6,500.00) and will have no obligation to pay any costs beyond this maximum amount. The AUTHORITY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT provided, however, the AUTHORITY's obligation will be limited to the sum of Ninteen Thousand Five Hundred Dollars and No Cents (\$19,500.00) and the AUTHORITY'S obligation to fund and complete the PROJECT is dependent upon the AUTHORITY successfully entering into a Funding Agreement with the SWFWMD. The AUTHORITY will be the lead party to this Agreement and pay project costs prior to requesting reimbursement from the COUNTY. The COUNTY shall reimburse the AUTHORITY its portion of the costs of the PROJECT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes.

3. SCOPE OF WORK.

The AUTHORITY will provide the services necessary to complete the PROJECT in accordance with the work plan which is part of the Funding Agreement between the AUTHORITY and the SOUTHWEST FLORIDA WATER MANAGEMENT COUNTY for the Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program (Q138).

COMPLETION DATES.

The AUTHORITY will commence the PROJECT as soon as one or more contractors have been retained by the AUTHORITY, which is anticipated to be by the first day of December 2020 and will complete the PROJECT by the thirty-first day of July 2022. In the event of hurricanes, tornados, floods, acts of God, acts of war or other such catastrophes or other man-made emergencies, such as labor strikes or riots, which are

beyond the control of the AUTHORITY then the AUTHORITY'S obligations to meet the time frames provided in this Agreement will be suspended for the period of time the condition continues to exist. During such suspension, this Agreement will remain in effect. The suspension of the AUTHORITY'S obligations provided for in this provision will be the AUTHORITY'S sole remedy for the delays set forth herein. In addition to the above, the Project Managers may, by mutual agreement, extend PROJECT task deadlines. Such agreement must be in writing, explain the reason for the extension and be signed by both Project Managers. Neither Project Manager is authorized to approve any time extension which would result in an increased cost to the COUNTY or the AUTHORITY.

CONTRACT PERIOD.

This Agreement will be effective December 1, 2020 and will remain in effect through July 31, 2022 or upon satisfactory completion of the PROJECT and subsequent reimbursement to the AUTHORITY, whichever occurs first, unless amended in writing by the parties. The AUTHORITY will not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

6. PROJECT RECORDS AND DOCUMENTS.

Each party, upon request, will permit the other party to examine or audit all PROJECT related records and documents during or following completion of the PROJECT. Payments made to the AUTHORITY under this Agreement will be reduced for amounts found to be not allowable under this Agreement by an audit. The AUTHORITY will refund to the COUNTY all such disallowed payments. If an audit is undertaken by either party, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. Each party will maintain all such records and documents for at least three (3) years following the 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, Florida Statutes. Should either party assert any exemption to the Requirements of Chapter 119, Florida Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, will be upon the asserting party.

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 COUNTY funds or developed in connection with this Agreement will be and will remain the property of the COUNTY, the AUTHORITY and the SWFWMD.

8. REPORTS.

The AUTHORITY will provide the COUNTY with copies of any and all reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the COUNTY as Record and Library copies.

9. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notices or copies to the other party and the SWFWMD. This provision will not be construed as preventing the

parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

10. <u>ASSIGNMENT</u>.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.

11. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the COUNTY and any subcontractor of the AUTHORITY.

12. THIRD-PARTY BENEFICIARIES.

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

13. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. DISCRIMINATION.

Pursuant to Subsection 287.134(2)(a), Florida Statutes, 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. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. GOVERNING LAW.

All aspects of this Agreement are governed by Florida law and venue will be in Citrus County, Florida.

16. SURVIVAL.

The provisions of this Agreement that require performance after the expiration or termination of this Agreement will remain in force notwithstanding the expiration or termination of this Agreement.

17. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

18. DOCUMENTS.

The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" - Proposed Work Plan

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

WITHLACOOCHEE REGIONALWATER SUPPLY AUTHORITY

| By: | | | |
|---------------------|-----------|------|--|
| Steve Printz, Chair | man | Date | |
| | | | |
| | | | |
| HERNANDO COUNTY | / FLORIDA | | |
| IILKIVANDO COUNTI | , FLORIDA | | |
| | | | |
| Ву: | | | |
| - | Chairman | Dato | |

Exhibit "A"

PROPOSED WORK PLAN

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (Q138)

PROJECT DESCRIPTION:

The PROJECT is an outdoor water program that will include the AUTHORITY hiring a qualified irrigation contractor(s) to perform approximately 44 evaluations with up to twenty-five percent (25%) (6) follow-up evaluations at no cost to the customer. Customers will receive site-specific recommendations, rain sensor installation if an operable sensor is not present, and Florida-Friendly Landscaping[™] educational materials.

MEASURABLE BENEFITS:

This PROJECT is expected to perform approximately 44 irrigation system evaluations, resulting in a reduction of residential outdoor water use. Water savings as a result of increased efficiency in outdoor water use is expected to provide a positive effect on the AUTHORITY' S regional water supplies.

DELIVERABLES:

The AUTHORITY will provide quarterly status reports and a final report. The final report will contain the following information: number and location of evaluations performed, and the number and location of follow-up evaluations performed; program background, implementation, and methodology used to promote the PROJECT; and

PROJECT ESTIMATED* BUDGET:

Audits, educational materials, rain-sensors (including installation) and follow-up will be funded by the AUTHORITY (\$19,500.00), and the COUNTY (\$6,500.00) for a total cost of \$26,000.00. The AUTHORITY will seek reimbursement from the SWFWMD for half of the project costs (\$13,000). After conducting 44 audits, if monies and time remain, the AUTHORITY and COUNTY will jointly determine any additional audits or other PROJECT-related services that may be conducted.

COMPLETION SCHEDULE:

| TASK | START | END |
|----------------------------------|------------------|--------------------|
| Audits | December 1, 2020 | April 30, 2022 |
| Follow-Up Evaluations | February 1, 2021 | July 31, 2022 |
| Pre-Post Water Use Analysis | August 1, 2023 | September 30, 2023 |
| Draft and Review of Final Report | August 1, 2023 | October 31, 2023 |
| Final Report | November 1, 2023 | December 31, 2023 |

IMPLEMENTATION:

The AUTHORITY shall hire qualified contractors to perform the irrigation audit functions of implementing the PROJECT. The AUTHORITY will ensure its contractor's responsibilities include, but will not necessarily be limited to:

- Scheduling appointments with customers,
- Managing and performing rain sensor installations,
- Communication with the AUTHORITY,
- Assembling educational information,
- Providing PROJECT participants with Florida-friendly educational materials,
- Promotion of the PROJECT through interaction with the irrigation and landscaping industries,
- Performing on-site irrigation system evaluations and follow-up evaluations, and
- Preparing a report of the on-site irrigation system evaluations and providing the finished report to the customer and to the Authority.

The COUNTY will be responsible for:

- Identifying the water users (customers) over 20,000 gallons per month,
- Identifying the users they desire to have audited, and
- Providing water consumption for each audited system for one-year prior to the system evaluation and one-year following the system evaluation to help determine the effectiveness of the program.

The AUTHORITY will be responsible for:

- Establishing PROJECT policy,
- Program promotion and marketing,
- Overseeing PROJECT operations,
- Communication with the COUNTY'S Contract Manager,
- Managing the day-to-day operations of the PROJECT,
- Arranging with the potential customers the scheduling and requirements of the audit and the follow-up,
- Tracking all program activity in an electronic database.
- Working with customers to guide them through the program,
- Collecting customer survey data and performing subsequent data analysis in electronic form, and
- Preparing the draft and final PROJECT reports.

KEY PERSONNEL:

The AUTHORITY'S contact with COUNTY Staff and Project Manager will be:

LuAnne Stout, Administrative Assistant
Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461
(352) 527-5795 - Phone
(352) 527-5797 - Fax
Istout@wrwsa.org

Phase 6 Irrigation Audit Program - Hernando County Agreement

The COUNTY'S Project Manager will be:

Alys Brockway, Water Resource Manager Hernando County Utilities Department 15365 Cortez Boulevard Brooksville, FL 34613 (352) 754-4749 abrockway@co.hernando.fl.us

COOPERATIVE FUNDING AGREEMENT BETWEEN THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND THE NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT FOR THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REGIONAL IRRIGATION EVALUATION PROGRAM (Q138)

THIS COOPERATIVE FUNDING AGREEMENT is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, hereinafter referred to as "AUTHORITY," and the NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, a community development district created under the laws of the State of Florida, whose address is 3201 Wedgewood Lane, The Villages, FL 32162, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, the AUTHORITY proposes to enter into a Cooperative Funding Agreement with the Southwest Florida Water Management District (SWFWMD) for the Withlacoochee Regional Water Supply Authority Regional Irrigation Evaluation Program (Q138) in the first half of fiscal year 2020-21; and

WHEREAS, pursuant to the AUTHORITY's work plan, project participants will receive either a core evaluation, including an irrigation system evaluation, site specific recommendations, rain sensor installation if an operable sensor is not present and water wise landscaping education materials, or an enhanced evaluation, which builds upon the core evaluation components and can also include timer change-outs and enhancement, repair of irrigation systems and other enhancements to implement recommendations; and,

WHEREAS, the AUTHORITY and the DISTRICT wish to enter into a Cooperative Funding Agreement whereby the DISTRICT would fund the sum of \$3,400 and the AUTHORITY would fund \$10,200, for a total project cost of \$13,600, with the AUTHORITY anticipating reimbursement by the SWFWMD of fifty percent of the project costs (\$6,800), to conduct 32 core irrigation system water audits on single-family residential properties, with approximately 8 follow-ups, hereinafter referred to as the "PROJECT"; and,

WHEREAS, both the AUTHORITY and the DISTRICT consider the PROJECT to be worthwhile and it will ultimately improve the conservation of water resources.

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

PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual 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, to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the AUTHORITY: LuAnne Stout Project Manager for the DISTRICT: Trey Arnett

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

- 1. 1 The DISTRICT and AUTHORITY's Project Managers are hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager. The DISTRICT and AUTHORITY'S Project Managers are not authorized to approve any time extension which will result in an increased cost to the DISTRICT or the AUTHORITY or which will exceed the expiration date set forth in Paragraph 5, Contract Period.
- 1. 2 The DISTRICT and AUTHORITY'S Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan set forth in Exhibit "A." The authorization must be in writing, explain the reason for the adjustment, and be signed by the Project Manager. The DISTRICT and AUTHORITY'S Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the not-to-exceed amount set forth in the funding section of this Agreement.

FUNDING.

The parties anticipate that the total cost of the PROJECT will be Thirteen Thousand Six Hundred Dollars and No Cents (\$13,600.00). The DISTRICT agrees to fund PROJECT costs up to Three Thousand Four Hundred Dollars and No Cents (\$3,400.00) and will have no obligation to pay any costs beyond this maximum amount. The AUTHORITY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT provided, however, the AUTHORITY's obligation will be limited to the sum of Ten Thousand Two Hundred Dollars and No Cents (\$10,200.00) and the AUTHORITY'S obligation to fund and complete the PROJECT is dependent upon the AUTHORITY successfully entering into a Cooperative Funding Agreement with the SWFWMD. The AUTHORITY will be the lead party to this Agreement and pay project costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the AUTHORITY its portion of the costs of the PROJECT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes.

3. SCOPE OF WORK.

The AUTHORITY will provide the services necessary to complete the PROJECT in accordance with the work plan which is part of the Cooperative Funding Agreement between the AUTHORITY and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT for the Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program (Q138).

COMPLETION DATES.

The AUTHORITY will commence the PROJECT as soon as one or more contractors have been retained by the AUTHORITY, which is anticipated to be by the first day of December 2020 and will complete the PROJECT by the thirty-first day of December

2023. In the event of hurricanes, tornados, floods, acts of God, acts of war or other such catastrophes or other man-made emergencies, such as labor strikes or riots, which are beyond the control of the AUTHORITY then the AUTHORITY'S obligations to meet the time frames provided in this Agreement will be suspended for the period of time the condition continues to exist. During such suspension, this Agreement will remain in effect. The suspension of the AUTHORITY'S obligations provided for in this provision will be the AUTHORITY'S sole remedy for the delays set forth herein. In addition to the above, the Project Managers may, by mutual agreement, extend PROJECT task deadlines. Such agreement must be in writing, explain the reason for the extension and be signed by both Project Managers. Neither Project Manager is authorized to approve any time extension which would result in an increased cost to the DISTRICT or the AUTHORITY.

5. <u>CONTRACT PERIOD</u>.

This Agreement will be effective December 1, 2020 and will remain in effect through December 31, 2023 or upon satisfactory completion of the PROJECT and subsequent reimbursement to the AUTHORITY, whichever occurs first, unless amended in writing by the parties. The AUTHORITY will not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

PROJECT RECORDS AND DOCUMENTS.

Each party, upon request, will permit the other party to examine or audit all PROJECT related records and documents during or following completion of the PROJECT. Payments made to the AUTHORITY under this Agreement will be reduced for amounts found to be not allowable under this Agreement by an audit. The AUTHORITY will refund to the DISTRICT all such disallowed payments. If an audit is undertaken by either party, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. Each party will maintain all such records and documents for at least three (3) years following the 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, Florida Statutes. Should either party assert any exemption to the Requirements of Chapter 119, Florida Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, will be upon the asserting party.

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 DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT, the AUTHORITY and the SWFWMD.

REPORTS.

The AUTHORITY will provide the DISTRICT with copies of any and all reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.

9. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notices or copies to the

other party and the SWFWMD. This provision will not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

10. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.

11. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the AUTHORITY.

12. THIRD-PARTY BENEFICIARIES.

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

13. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. DISCRIMINATION.

Pursuant to Subsection 287.134(2)(a), Florida Statutes, 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. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. GOVERNING LAW.

All aspects of this Agreement are governed by Florida law and venue will be in Citrus County, Florida.

16. SURVIVAL.

The provisions of this Agreement that require performance after the expiration or termination of this Agreement will remain in force notwithstanding the expiration or termination of this Agreement.

17. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

18. <u>DOCUMENTS</u>.

The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" - Proposed Work Plan

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

WITHLACOOCHEE REGIONALWATER SUPPLY AUTHORITY

| By: | |
|--|------|
| Steve Printz, Chairman | Date |
| | |
| | |
| NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT | |
| | |
| By: | |
| • | Date |
| Title: | |

Exhibit "A"

PROPOSED WORK PLAN

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (Q138)

PROJECT DESCRIPTION:

The PROJECT is an outdoor water program that will include the AUTHORITY hiring a qualified irrigation contractor(s) to perform approximately 32 evaluations with up to twenty-five percent (25%) (8) follow-up evaluations at no cost to the customer. Customers will receive site-specific recommendations, rain sensor installation if an operable sensor is not present, and Florida-Friendly Landscaping[™] educational materials.

MEASURABLE BENEFITS:

This PROJECT is expected to perform approximately 32 irrigation system evaluations, resulting in a reduction of residential outdoor water use. Water savings as a result of increased efficiency in outdoor water use is expected to provide a positive effect on the AUTHORITY'S regional water supplies.

DELIVERABLES:

The AUTHORITY will provide quarterly status reports and a final report. The final report will contain the following information: number and location of evaluations performed, and the number and location of follow-up evaluations performed; program background, implementation, and methodology used to promote the PROJECT; and

PROJECT ESTIMATED* BUDGET:

Audits, educational materials, rain-sensors (including installation) and follow-up will be funded by the AUTHORITY (\$10,200.00), and the DISTRICT (\$3,400.00) for a total cost of \$13,600.00. The AUHTORITY will seek reimbursement from the SWFWMD for half of the project costs (\$6,800). After conducting 32 audits, if monies and time remain, the AUTHORITY and DISTRICT will jointly determine any additional audits or other PROJECT-related services that may be conducted.

COMPLETION SCHEDULE:

| TASK | START | END |
|----------------------------------|------------------|--------------------|
| Audits | December 1, 2020 | April 30, 2022 |
| Follow-Up Evaluations | February 1, 2021 | July 31, 2022 |
| Pre-Post Water Use Analysis | August 1, 2023 | September 30, 2023 |
| Draft and Review of Final Report | August 1, 2023 | October 31, 2023 |
| Final Report | November 1, 2023 | December 31, 2023 |

IMPLEMENTATION:

The AUTHORITY shall hire qualified contractors to perform the irrigation audit functions of implementing the PROJECT. The AUTHORITY will ensure its contractor's responsibilities include, but will not necessarily be limited to:

- Scheduling appointments with customers,
- Managing and performing rain sensor installations,
- Communication with the AUTHORITY,
- Assembling educational information,
- Providing PROJECT participants with Florida-friendly educational materials,
- Promotion of the PROJECT through interaction with the irrigation and landscaping industries,
- Performing on-site irrigation system evaluations and follow-up evaluations, and
- Preparing a report of the on-site irrigation system evaluations and providing the finished report to the customer and to the Authority.

The DISTRICT will be responsible for:

- Identifying the water users (customers) over 20,000 gallons per month,
- Identifying the users they desire to have audited, and
- Providing water consumption for each audited system for one-year prior to the system evaluation and one-year following the system evaluation to help determine the effectiveness of the program.

The AUTHORITY will be responsible for:

- Establishing PROJECT policy,
- Program promotion and marketing,
- Overseeing PROJECT operations,
- Communication with the DISTRICT'S Contract Manager,
- Managing the day-to-day operations of the PROJECT,
- Arranging with the potential customers the scheduling and requirements of the audit and the follow-up,
- Tracking all program activity in an electronic database,
- Working with customers to guide them through the program,
- Collecting customer survey data and performing subsequent data analysis in electronic form, and
- Preparing the draft and final PROJECT reports.

KEY PERSONNEL:

The AUTHORITY'S contact with DISTRICT Staff and Project Manager will be:

LuAnne Stout, Administrative Assistant Withlacoochee Regional Water Supply Authority 3600 W. Sovereign Path, Suite 228 Lecanto, FL 34461 (352) 527-5795 - Phone (352) 527-5797 - Fax Istout@ wrwsa.org

Phase 6 Irrigation Audit Program – NSCUDD Agreement

The DISTRICT'S Project Manager will be:

Trey Arnett
Arnett Environmental
1038 Lake Sumter Landing
The Villages, FL 32162
(352) 753-4747 - Phone
(352) 753-1296 - Fax
TArnett@ArnettEnvironmental.com

COOPERATIVE FUNDING AGREEMENT BETWEEN THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND THE VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT FOR THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REGIONAL IRRIGATION EVALUATION PROGRAM (Q138)

THIS COOPERATIVE FUNDING AGREEMENT is made and entered into by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, a political subdivision of the State of Florida, whose address is 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, hereinafter referred to as "AUTHORITY," and the VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, a community development district created under the laws of the State of Florida, whose address is 984 Old Mill Run, The Villages, FL 32162, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, the AUTHORITY proposes to enter into a Cooperative Funding Agreement with the Southwest Florida Water Management District (SWFWMD) for the Withlacoochee Regional Water Supply Authority Regional Irrigation Evaluation Program (Q138) in the first half of fiscal year 2020-21; and

WHEREAS, pursuant to the AUTHORITY's work plan, project participants will receive either a core evaluation, including an irrigation system evaluation, site specific recommendations, rain sensor installation if an operable sensor is not present and water wise landscaping education materials, or an enhanced evaluation, which builds upon the core evaluation components and can also include timer change-outs and enhancement, repair of irrigation systems and other enhancements to implement recommendations; and,

WHEREAS, the AUTHORITY and the DISTRICT wish to enter into a Cooperative Funding Agreement whereby the DISTRICT would fund the sum of \$1,700 and the AUTHORITY would fund \$5,100, for a total project cost of \$6,800, with the AUTHORITY anticipating reimbursement by the SWFWMD of fifty percent of the total project costs (\$3,400), to conduct an estimated 16 core irrigation water audits on single-family residential properties, with approximately 4 follow-ups, hereinafter referred to as the "PROJECT"; and,

WHEREAS, both the AUTHORITY and the DISTRICT consider the PROJECT to be worthwhile and it will ultimately improve the conservation of water resources.

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

PROJECT MANAGER AND NOTICES.

Each party hereby designates the individual 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, to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the AUTHORITY: LuAnne Stout Project Manager for the DISTRICT: Trey Arnett

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

- 1. 1 The DISTRICT and AUTHORITY's Project Managers are hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager. The DISTRICT and AUTHORITY'S Project Managers are not authorized to approve any time extension which will result in an increased cost to the DISTRICT or the AUTHORITY or which will exceed the expiration date set forth in Paragraph 5, Contract Period.
- 1. 2 The DISTRICT and AUTHORITY'S Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan set forth in Exhibit "A." The authorization must be in writing, explain the reason for the adjustment, and be signed by the Project Manager. The DISTRICT and AUTHORITY'S Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the not-to-exceed amount set forth in the funding section of this Agreement.

FUNDING.

The parties anticipate that the total cost of the PROJECT will be Six Thousand Eight Hundred Dollars and No Cents (\$6,800.00). The DISTRICT agrees to fund PROJECT costs up to One Thousand Seven Hundred Dollars and No Cents (\$1,700.00) and will have no obligation to pay any costs beyond this maximum amount. The AUTHORITY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT provided, however, the AUTHORITY's obligation will be limited to the sum of Five Thousand One Hundred Dollars and No Cents (\$5,100.00) and the AUTHORITY'S obligation to fund and complete the PROJECT is dependent upon the AUTHORITY successfully entering into a Cooperative Funding Agreement with the SWFWMD. The AUTHORITY will be the lead party to this Agreement and pay project costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the AUTHORITY its portion of the costs of the PROJECT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes.

SCOPE OF WORK.

The AUTHORITY will provide the services necessary to complete the PROJECT in accordance with the work plan which is part of the Cooperative Funding Agreement between the AUTHORITY and the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT for the Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program (Q138).

COMPLETION DATES.

The AUTHORITY will commence the PROJECT as soon as one or more contractors have been retained by the AUTHORITY, which is anticipated to be by the first day of December 2020 and will complete the PROJECT by the thirty-first day of July 2022. In

the event of hurricanes, tornados, floods, acts of God, acts of war or other such catastrophes or other man-made emergencies, such as labor strikes or riots, which are beyond the control of the AUTHORITY then the AUTHORITY'S obligations to meet the time frames provided in this Agreement will be suspended for the period of time the condition continues to exist. During such suspension, this Agreement will remain in effect. The suspension of the AUTHORITY'S obligations provided for in this provision will be the AUTHORITY'S sole remedy for the delays set forth herein. In addition to the above, the Project Managers may, by mutual agreement, extend PROJECT task deadlines. Such agreement must be in writing, explain the reason for the extension and be signed by both Project Managers. Neither Project Manager is authorized to approve any time extension which would result in an increased cost to the DISTRICT or the AUTHORITY.

5. CONTRACT PERIOD.

This Agreement will be effective December 31, 2020 and will remain in effect through December 31, 2023 or upon satisfactory completion of the PROJECT and subsequent reimbursement to the AUTHORITY, whichever occurs first, unless amended in writing by the parties. The AUTHORITY will not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

PROJECT RECORDS AND DOCUMENTS.

Each party, upon request, will permit the other party to examine or audit all PROJECT related records and documents during or following completion of the PROJECT. Payments made to the AUTHORITY under this Agreement will be reduced for amounts found to be not allowable under this Agreement by an audit. The AUTHORITY will refund to the DISTRICT all such disallowed payments. If an audit is undertaken by either party, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. Each party will maintain all such records and documents for at least three (3) years following the 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, Florida Statutes. Should either party assert any exemption to the Requirements of Chapter 119, Florida Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, will be upon the asserting party.

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 DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT, the AUTHORITY and the SWFWMD.

8. REPORTS.

The AUTHORITY will provide the DISTRICT with copies of any and all reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.

9. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notices or copies to the

other party and the SWFWMD. This provision will not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

10. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.

11. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the AUTHORITY.

12. THIRD-PARTY BENEFICIARIES.

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

13. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. DISCRIMINATION.

Pursuant to Subsection 287.134(2)(a), Florida Statutes, 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. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. GOVERNING LAW.

All aspects of this Agreement are governed by Florida law and venue will be in Citrus County, Florida.

16. SURVIVAL.

The provisions of this Agreement that require performance after the expiration or termination of this Agreement will remain in force notwithstanding the expiration or termination of this Agreement.

17. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

18. DOCUMENTS.

The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" - Proposed Work Plan

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

WITHLACOOCHEE REGIONALWATER SUPPLY AUTHORITY

| By: | |
|---------------------------------|----------------|
| Steve Printz, Chairman | Date |
| | |
| | |
| VILLAGE CENTER COMMUNITY DEVELO | PMENT DISTRICT |
| | |
| Ву: | |
| | Date |
| Title: | |

Exhibit "A"

PROPOSED WORK PLAN

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (Q138)

PROJECT DESCRIPTION:

The PROJECT is an outdoor water program that will include the AUTHORITY hiring a qualified irrigation contractor(s) to perform approximately 16 evaluations with up to twenty-five percent (25%) (5) follow-up evaluations at no cost to the customer. Customers will receive site-specific recommendations, rain sensor installation if an operable sensor is not present, and Florida-Friendly Landscaping[™] educational materials.

MEASURABLE BENEFITS:

This PROJECT is expected to perform approximately 16 irrigation system evaluations, resulting in a reduction of residential outdoor water use. Water savings as a result of increased efficiency in outdoor water use is expected to provide a positive effect on the AUTHORITY'S regional water supplies.

DELIVERABLES:

The AUTHORITY will provide quarterly status reports and a final report. The final report will contain the following information: number and location of evaluations performed, and the number and location of follow-up evaluations performed; program background, implementation, and methodology used to promote the PROJECT; and

PROJECT ESTIMATED* BUDGET:

Audits, educational materials, rain-sensors (including installation) and follow-up will be funded by the AUTHORITY (\$5,100.00), and the DISTRICT (\$1,700.00) for a total cost of \$6,800.00. The AUTHORITY will seek reimbursement from the SWFWMD for half of the project costs (\$3,400). After conducting 16 audits, if monies and time remain, the AUTHORITY and DISTRICT will jointly determine any additional audits or other PROJECT-related services that may be conducted.

COMPLETION SCHEDULE:

| TASK | START | END |
|----------------------------------|------------------|--------------------|
| Audits | December 1, 2020 | September 30, 2022 |
| Follow-Up Evaluations | February 1, 2021 | July 31, 2022 |
| Pre-Post Water Use Analysis | August 1, 2023 | September 30, 2023 |
| Draft and Review of Final Report | August 1, 2023 | October 31, 2023 |
| Final Report | November 1, 2023 | December 31, 2023 |

IMPLEMENTATION:

The AUTHORITY shall hire qualified contractors to perform the irrigation audit functions of implementing the PROJECT. The AUTHORITY will ensure its contractor's responsibilities include, but will not necessarily be limited to:

- Scheduling appointments with customers,
- Managing and performing rain sensor installations,
- · Communication with the AUTHORITY,
- Assembling educational information,
- Providing PROJECT participants with Florida-friendly educational materials,
- Promotion of the PROJECT through interaction with the irrigation and landscaping industries,
- Performing on-site irrigation system evaluations and follow-up evaluations, and
- Preparing a report of the on-site irrigation system evaluations and providing the finished report to the customer and to the Authority.

The DISTRICT will be responsible for:

- Identifying the water users (customers) over 20,000 gallons per month,
- Identifying the users they desire to have audited, and
- Providing water consumption for each audited system for one-year prior to the system evaluation and one-year following the system evaluation to help determine the effectiveness of the program.

The AUTHORITY will be responsible for:

- Establishing PROJECT policy,
- Program promotion and marketing,
- Overseeing PROJECT operations,
- Communication with the DISTRICT'S Contract Manager,
- Managing the day-to-day operations of the PROJECT,
- Arranging with the potential customers the scheduling and requirements of the audit and the follow-up,
- Tracking all program activity in an electronic database,
- Working with customers to guide them through the program,
- Collecting customer survey data and performing subsequent data analysis in electronic form, and
- Preparing the draft and final PROJECT reports.

KEY PERSONNEL:

The AUTHORITY'S contact with DISTRICT Staff and Project Manager will be:

LuAnne Stout, Administrative Assistant Withlacoochee Regional Water Supply Authority 3600 W. Sovereign Path, Suite 228 Lecanto, FL 34461 (352) 527-5795 - Phone (352) 527-5797 - Fax Istout@ wrwsa.org

Phase 6 Irrigation Audit Program – VCCDD Agreement

The DISTRICT'S Project Manager will be:

Trey Arnett
Arnett Environmental
1038 Lake Sumter Landing
The Villages, FL 32162
(352) 753-4747 - Phone
(352) 753-1296 - Fax
TArnett@ArnettEnvironmental.com

As-Needed Technical and Engineering Services

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

a. Agreements

At its September 2017 meeting the Board authorized the award of contracts for General Professional Engineering/Technical Services to the following firms in alphabetical order.

| Firms (listed alphabetically) | Location |
|-------------------------------|----------------------------------|
| Intera | Gainesville, Jacksonville, Tampa |
| HSW | Tampa |
| Progressive Water Resources | Sarasota, Spring Hill |
| Reiss Engineering | Tama, Winter Springs |
| Weber & Associates | Tampa |
| WRA | Tampa, Sarasota, Ft. Myers |

The agreements with these firms do not authorize any work; work must be authorized through the issuance of subsequent Work Orders, which must be approved by the Board. The agreements took effect October 1, 2017 and are valid for a three-year period (through September 30, 2020) and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

Staff recommends issuance of the following one-year extension of As-Needed General Engineering/Technical Services to the following firms:

| Firms (listed alphabetically) | Location |
|-------------------------------|----------------------------------|
| Intera | Gainesville, Jacksonville, Tampa |
| Progressive Water Resources | Sarasota, Spring Hill |
| Reiss Engineering | Tampa, Winter Springs |
| Weber & Associates | Tampa |
| WRA | Tampa, Sarasota, Ft. Myers |

b. Work Orders

The Board also authorized the issuance of work orders in September 2019 to two of these firms, Reiss Engineering and Weber and Associates. These work orders have subsequently expired. In order to provide technical and engineering support on an as-needed basis in the coming fiscal year, it is necessary for one or more new work orders to be issued.

Staff recommends issuance of work orders in the amount of \$10,000 to the following firms:

| Firms (listed alphabetically) | Location |
|-------------------------------|----------------------------------|
| Intera | Gainesville, Jacksonville, Tampa |
| WRA | Tampa, Sarasota, Ft. Myers |

Staff Recommendation:

- (1) Board authorize the Executive Director to issue an extension of As-Needed General Engineering/Technical Services as shown above through September 30, 2021; and
- (2) Board authorize the Executive Director to issue the two work orders in the amount of \$10,000 to Intera and WRA through September 30, 2021.

Item 9

Legislative Report

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

The Florida 2020 Legislative Regular Session began in mid-January ended in mid-March. Staff has prepared this update for the status of the six relevant bills that passed in the session related to conservation, water supply, public procurement, environmental topics and governmental special districts. As of this update, all six bills have been approved by the Governor.

The next Florida Legislative session will start March 2, 2021 and end April 30, 2021.

See Exhibit

Staff Recommendation:

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

Legislative Session Bills that passed that WRWSA is Tracking

| Bill Title | Significance | Bill | Status |
|---------------|---|---------|------------------------------|
| Environmental | Environmental Resource Management; Citing this act as the "Clean | SB 712 | Senate version passed |
| Resource | Waterways Act"; requiring the Department of Health to provide a | HB 1343 | Senate and House. Approved |
| Management, | specified report to the Governor and the Legislature by a specified date; | | by the Governor 6/30/2020. |
| Water Quality | requiring the Department of Health and the Department of | | |
| Improvements | Environmental Protection to submit to the Governor and the | | Effective Date: July 1, 2020 |
| | Legislature, by a specified date, certain recommendations relating to | | |
| | the transfer of the Onsite Sewage Program; directing water | | |
| | management districts to submit consolidated annual reports to the | | |
| | Office of Economic and Demographic Research; removing provisions | | |
| | requiring certain onsite sewage treatment and disposal system research | | |
| | projects to be approved by a Department of Health technical review | | |
| | and advisory panel. | | |
| Aquatic | Aquatic Preserves; Creating the Nature Coast Aquatic Preserve in the | SB 1042 | House version passed in |
| Preserves | coastal areas of Pasco, Hernando and Citrus Counties; designating the | HB 1061 | House and Senate. Approved |
| | preserve for inclusion in the aquatic preserve system; outlining the | | by the Governor 6/29/2020. |
| | authority of the Board of Trustees of the Internal Improvement Trust | | |
| | Fund in respect to the preserve; prohibiting the establishment and | | Effective Date: July 1, 2020 |
| | management of the preserve from infringing upon the riparian rights of | | |
| | upland property owners adjacent to or within the preserve. The bill | | |
| | specifies that the proposed preserve will be subject to the Power Plant | | |
| | Siting Act. This could affect a future seawater desalination water supply | | |
| | project located. | | |
| Public | Requires a sea level impact projection (SLIP) study to be completed for | SB 178 | Senate version passed in |
| Financing of | public financed construction projects within the coastal building zone | HB 579 | Senate and House. Approved |
| Construction | prior to commencing construction. This would be required for any | | by the Governor 6/29/2020. |
| Projects | future water supply projects completed by WRWSA within the coastal | | |
| | building zone. | | Effective Date: July 1, 2020 |

| Bill Title | Significance | Bill | Status |
|--|---|-------------------|--|
| Public Procurement of Services | Increases the maximum limits for continuing contracts covered by CCNA for an estimated project construction cost of \$2,000,000 to \$4,000,000, or a study cost from \$200,000 to \$500,000. These new increased limits will be considered in the next procurement of Continuing Services Contracts for professional services. | SB 504 HB 279 | House version passed in House and Senate. Approved by the Governor 6/30/2020. Effective Date: July 1, 2020 |
| Local Government Public Construction Works | Requires local governments and special districts to competitively bid projects if projected to be in excess of \$300,000, or greater than \$75,000 for electrical work. An exemption exists if the local government can use its own staff and equipment to self-perform the work. The bill requires that any estimates include employee compensation and benefits, direct purchased materials, and a factor of 20% for management, overhead and other indirect costs. This gives guidance on procurement procedures for future water supply projects, and any improvement projects for the CAB Wellfield, as administered by Citrus County. | SB 506 HB 441 | House version passed in House and Senate. Approved by the Governor 6/29/2020. Effective Date: July 1, 2020 |
| Government Accountability for Special Districts | Revises the method by which a special district may post its final audit report to its website; it provides revised guidelines for the conduct of board members in carrying out their official duties; it permits a special district to provide access to its audit by providing a link to the audit at the Auditor General's website; and it deletes requirement for public facilities and meeting material postings. | SB 1466 HB 855 | Senate version passed in Senate and House. Approved by the Governor 6/23/2020. Effective Date: July 1, 2020 |

Item 10

Water Use Permit Demand Summary

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

One of the primary missions of the WRWSA is to prepare and analyze studies and feasibility reports regarding water supply development. The 2019 Regional Water Supply Plan (RWSP) Update was completed in November 2019 and included demand projections for the major water users in the four County service area for the years 2020-2040.

The attached table provides a summary of the actual 12-month rolling average and 5-year rolling average water demand by water use permit, and a comparison of that demand to the permit capacities and the projected values for 2020 in the RWSP. The table also includes the permit numbers and expiration dates.

The demands that exceed the permit quantities are shown in shaded cells and bold print text. The locations where the projected demands from the RWSP are 20% greater or less than the actual demands are also shown in shaded cells with bold print text.

This table was presented at the July Board meeting for the first time. Based on positive feedback from several utilities and SWFWMD, the 5-year rolling average was added, and this information will be updated for future board meetings.

See Exhibit

Staff Recommendation:

This item is for discussion. No action is required.

Summary of Major Water Use Permits in WRWSA Service Area

| Water Use Permit # | Applicant/Permittee Name | Permit Expiration Date | Permitted Average GPD | Actual 12- Month Rolling Average GPD* | Actual 5- Year Rolling Average GPD** | Actual Use / Permit Capacity | WRWSA RWSP Projection for 2020 GPD | RWSP Accuracy for 2020 +/-% |
|-----------------------|--|------------------------------|--------------------------|---|---|------------------------------------|--|--------------------------------------|
| Citrus Coun | tv | | | | | | | |
| 207.007 | City of Crystal River | 3/27/2032 | 919,000 | 718,597 | 798,104 | 78.2% | 740,000 | 3.0% |
| 419.012 | City of Inverness | 1/25/2021 | 1,535,000 | 1,069,418 | 1,031,244 | 69.7% | 1,120,000 | 4.7% |
| 1118.008 | Floral City Water Association, Inc. | 2/28/2038 | 395,000 | 347,845 | 344,543 | 88.1% | 300,000 | -13.8% |
| 2842.011 | Citrus County | 8/25/2035 | 4,780,000 | 2,668,053 | 2,512,403 | 55.8% | 2,540,000 | -4.8% |
| 4153.014 | Rolling Oaks Utilities, Inc. | 8/20/2038 | 1,573,000 | 1,606,820 | 1,554,929 | 102.2% | 1,510,000 | -6.0% |
| 4406.008 | Homosassa Special Water District | 2/13/2022 | 960,000 | 815,180 | 783,592 | 84.9% | 760,000 | -6.8% |
| 7121.006 | Citrus County - Charles A Black | 3/13/2022 | 4,597,000 | 4,958,708 | 4,644,108 | 107.9% | 3,710,000 | -25.2% |
| 9791.011 | Citrus County - Sugarmill Woods | 11/17/2025 | 2,435,300 | 2,152,720 | 2,170,198 | 88.4% | 2,290,000 | 6.4% |
| | GCP Walden Wds. One & Two, LLC, c/o Sun | | | | | | | |
| 11839.008 | Communities, Inc. | 4/23/2039 | 187,900 | 168,280 | 150,433 | 89.6% | 140,000 | -16.8% |
| 20230.000 | Ozello Water Association, Inc. | 1/12/2022 | 509,000 | N/A*** | N/A | N/A | 450,000 | N/A |
| Hernando (| County | | | | | | | |
| 5789.013 | Hernando Coounty | 8/26/2035 | 23,299,000 | 17,525,497 | 17,573,505 | 75.2% | 18,850,000 | 7.6% |
| 7627.005 | City of Brooksville | 2/25/2024 | 2,448,000 | 1,403,771 | 1,291,023 | 57.3% | 1,120,000 | -20.2% |
| Marion Cou | inty - SWFWMD | | | | | | | |
| 1156.012 | Bay Laurel Community Development District | 10/28/2021 | 2,555,000 | 3,629,932 | 3,102,302 | 142.1% | 2,650,000 | -27.0% |
| 2999.005 | Marion Utilities, Inc. Rainbow Lakes Estates | 2/27/2035 | 126,000 | 98,497 | 100,480 | 78.2% | 100,000 | 1.5% |
| 5643.008 | Utilities, Inc. of Florida - Golden Hills | 2/23/2036 | 188,400 | 152,516 | 150,805 | 81.0% | 160,000 | 4.9% |
| 30 10.000 | | 2,23,2000 | 100,100 | 132,310 | 100,000 | 02.070 | 200,000 | |
| 6151.013 | Marion County Utilities Consolidated WUP | 9/7/2021 | 6,661,000 | 5,383,224 | 5,007,943 | 80.8% | 5,130,000 | -4.7% |
| 7849.005 | Marion Utilities, Inc Woods & Meadows | 4/20/2037 | 149,000 | 126,351 | 124,523 | 84.8% | 140,000 | 10.8% |
| 8020.007 | Association of Marion Landing Owners, Inc. Florida Governmental Utility Authority- | 12/5/2011 | 179,400 | 129,225 | 139,679 | 72.0% | 160,000 | 23.8% |
| 8339.008 | Dunellon | 3/21/2035 | 1,117,100 | 1,225,553 | 983,249 | 109.7% | 910,000 | -25.7% |
| 8481.006 | Marion Utilities, Inc Spruce Creek | 6/24/2039 | 834,400 | 770,273 | 669,792 | 92.3% | 690,000 | -10.4% |
| Marion Cou | inty - SJRWMD | I | | | | | I | |
| | Sunshine Utilities of Central Fla Inc - South | | | | | | | |
| 2993-10 | Marion Regional Water System | 12/17/2021 | 151,000 | 168,982 | 161,565 | 111.9% | 230,000 | 36.1% |
| 2995-6 | Tradewinds Utilities Inc | 2/27/2035 | 132,000 | 100,372 | 91,615 | 76.0% | 100,000 | -0.4% |
| 3016-3 | Ocala East Villas Inc | 9/4/2021 | 126,491 | 98,044 | 92,594 | 77.5% | 100,000 | 2.0% |
| 3021-5 | Rolling Greens Communities | 9/13/2025 | 610,000 | 486,251 | 358,131 | 79.7% | 350,000 | -28.0% |
| 3043-7 | Florida Governmental Utility Authority - Ocala Oaks | 1/6/2040 | 104 000 | 156.040 | 127.012 | 80.9% | 170,000 | 8.3% |
| 3094-4 | Marion Utilities Inc - Fore Acres | 3/1/2021 | 194,000 145,000 | 156,949 105,627 | 127,912 101,775 | 72.8% | 110,000 | 4.1% |
| 3034-4 | Walloff Offittles IIIC - Fore Acres | 3/1/2021 | 143,000 | 103,027 | 101,773 | 72.870 | 110,000 | 4.1/0 |
| 3101-5 | Marion Utilities Inc - Greenfields/Indian Pines | 8/13/2021 | 194,000 | 128,538 | 126,016 | 66.3% | 130,000 | 1.1% |
| 3130-2 | Sunshine Utilities - Sunray Estates | 8/23/2020 | 229,000 | 118,377 | 140,268 | 51.7% | 150,000 | 26.7% |
| 3137-5 | City of Belleview | 10/11/2036 | 1,022,000 | 877,413 | 863,661 | 85.9% | 860,000 | -2.0% |
| 4578-7 | Marion County Utilities Consolidated CUP | 9/10/2023 | 6,440,000 | 5,818,159 | 5,550,706 | 90.3% | 6,620,000 | 13.8% |
| 50324-9 | City of Ocala | 8/7/2027 | 15,260,000 | 11,744,303 | 11,416,062 | 77.0% | 11,460,000 | -2.4% |
| Sumter Cou | inty | | | · · · · · | | | | |
| 1368.008 | Lake Panasoffkee Water Assoc Inc | 8/22/2024 | 410,000 | 277,536 | 260,611 | 67.7% | 290,000 | 4.5% |
| 6519.01 | City of Bushnell | 3/29/2031 | 1,366,800 | 449,268 | 462,313 | 32.9% | 555,000 | 23.5% |
| 7185.006 | City of Webster | 8/29/2022 | 102,900 | 81,172 | 82,124 | 78.9% | 160,000 | 97.1% |
| 8135.013 | City of Wildwood | 3/31/2035 | 4,344,800 | 2,389,027 | 2,158,142 | 55.0% | 3,950,000 | 65.3% |
| 8193.005 | City of Center Hill | 9/10/2022 | 170,500 | 68,246 | 69,921 | 40.0% | 150,000 | 119.8% |
| 13005.011 | Village Center Community Development District | 1/23/2038 | 19,345,900 | 13,253,754 | 13,945,195 | 68.5% | 24,400,000 | 84.1% |
| 20597.000 | City of Wildwood-Continental Country Club | 6/17/2026 | 238,400 | 142,055 | N/A | 59.6% | 210,000 | 47.8% |
| | Rolling Average from August 2019 - July 2020 | | | , | , , , , | | ., | |
| | lling Average from August 2015 - July 2020 | | | | | | | |
| | data was avaliable for Ozello Water Association | | | | | | | |
| , to jiow (| acca tras available for ozello vvaler Association | | | | | | | |

Item 11

Attorney's Report

To be provided at meeting

Item 12.a.

Executive Director's Report

Correspondence



WATER SUPPLY AUTHORITY

VIA ELECTRONIC MAIL

August 1, 2020

Mr. Kenneth J. Plante, Coordinator Joint Administrative Procedures Committee Room 680, Pepper Building 111 W. Madison Street Tallahassee, Florida 32399-1400

Dear Mr. Plante:

The Withlacoochee Regional Water Supply Authority's has prepared its 2020-21 Regulatory Plan as required by section 120.74(1), Florida Statutes (F.S.). This Regulatory Plan was approved by the Authority's Board of Directors at its July 15, 2019 meeting.

Included with this correspondence are the Regulatory Plan and the certifications by the Authority's Chair, Commissioner Steve Printz, and the Authority's General Counsel Robert W. Batsel, as required by section 120.74(1)(d), F.S. As required by section 120.74(2)(a)2, F.S., these certifications are being delivered to the committee electronically. The Authority has published the Plan on its website and will publish a notice in the Florida Administrative Register that includes the Plan's date and a website hyperlink.

Please contact me at the number or email below should you have any questions or need further information.

Sincerely,

Suzannah Folsom, PE, PMP

Executive Director

Enclosure

cc: WRWSA General Counsel

2020-2021 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, 2020, except emergency rulemaking:

None

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

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

D. CERTIFICATIONS

Certification of Chairman of WRWSA Board of Directors:

As Chair of the Board of Directors, I certify that I have reviewed the WRWSA's 2019-2020 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 15, 2020, that the WRWSA has no plans for rulemaking in the 2019-2020 fiscal year.

Steve Printz

Chair

Date: July 15, 2020

Certification of the WRWSA General Counsel

As General Counsel to the WRWSA, I certify that I have reviewed the WRWSA's 2019-2020 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 15, 2020, that the WRWSA has no plans for rulemaking in the 2019-2020 fiscal year.

Robert W. Batsel, Jr.

General Counsel

Date: July 15, 2020

Agency Intervention

Save Sumter <savesumter@gmail.com>

Mon 8/3/2020 7:01 AM

To: James.golden@watermatters.org <James.golden@watermatters.org>; trisha.neasman@watermatters.org <trisha.neasman@watermatters.org>; ePermittingHelpDesk@watermatters.org <ePermittingHelpDesk@watermatters.org>; Luke.LeMond@swfwmd.state.fl.us <Luke.LeMond@swfwmd.state.fl.us>; MaryEllen.Fugate@swfwmd.state.fl.us < MaryEllen.Fugate@swfwmd.state.fl.us >; ray.eubanks@deo.myflorida.com <ray.eubanks@deo.myflorida.com>; james.stansbury@deo.myflorida.com <james.stansbury@deo.myflorida.com>; sherry.spiers2@deo.myflorida.com <sherry.spiers2@deo.myflorida.com>; dan.evans@deo.myflorida.com <dan.evans@deo.myflorida.com>; DCPexternalagencycomments@deo.myflorida.com <DCPexternalagencycomments@deo.myflorida.com>; Plan.Review@dep.state.fl.us <Plan.Review@dep.state.fl.us>; candie.fuller@dep.state.fl.us <candie.fuller@dep.state.fl.us>; raiford.rollins@dep.state.fl.us <raiford.rollins@dep.state.fl.us>; matt.strickland@floridadep.gov <matt.strickland@floridadep.gov>; valerie.j.peacock@dep.state.fl.us <valerie.j.peacock@dep.state.fl.us>; simons.vicki@epa.gov <simons.vicki@epa.gov>; SAJ-RD@usace.army.mil <SAJ-RD@usace.army.mil>; hq-publicaffairs@usace.army.mil <hqpublicaffairs@usace.army.mil>; tampareq@usace.army.mil <tampareq@usace.army.mil>; ashley.moody@myfloridalegal.com <ashley.moody@myfloridalegal.com> Cc: Istout wrwsa.org <Istout@wrwsa.org>; sfitzgibbons@sjrwmd.com <sfitzgibbons@sjrwmd.com>; Tina.Williamson@dot.state.fl.us <Tina.Williamson@dot.state.fl.us>; CompPlans.D5@dot.state.fl.us <CompPlans.D5@dot.state.fl.us>; Robin.jackson@dos.myflorida.com <Robin.jackson@dos.myflorida.com>; coa/publicinformation@bop.gov <coa/publicinformation@bop.gov>; BOP-PRD/EEO_Office@bop.gov <BOP-PRD/EEO_Office@bop.gov>; compplans@freshfromflorida.com <compplans@freshfromflorida.com>; Kathie.Joiner@sumter.k12.fl.us <Kathie.Joiner@sumter.k12.fl.us>; Richard.Shirley@sumter.k12.fl.us <Richard.Shirley@sumter.k12.fl.us>; Mark.Weigly@fldoe.org <Mark.Weigly@fldoe.org>; cntrhill@embargmail.com <cntrhill@embarqmail.com>; miltonhill@cityofcolemanfl.com <miltonhill@cityofcolemanfl.com>; Iclaygodwin@cityofcolemanfl.com <Iclaygodwin@cityofcolemanfl.com>; byost@websterfl.com

 <mchesser@websterfl.com>; citymanager@leesburgflorida.gov <citymanager@leesburgflorida.gov>; tina_lancaster@fws.gov <tina_lancaster@fws.gov>; FWCConservationPlanningServices@myfwc.com < FWCConservation Planning Services@myfwc.com>

6 attachments (21 MB)

19. Amy Baker from EDR on Water Demand to exceed supply by 2025.pdf; 10. SWFWMD Florida Forever List, Double Rock Sink Prairie #27a Proposed acquisition and description.pdf; 5. Sumter Municode. Section 13-413, Policy 3.2.1.6 1a, Wetland maps.pdf; 18. Wildwood's Land Development Regulations.pdf; 8. 20-02ESROrd 02020-2 SWFWMD technical comment Email, fdot letter, and chapter 163.pdf; TO SWFWMD and other Agencies for Intervention .pdf;

August 3rd, 2020

To the following Agencies for intervention: Southwest Florida Water Management District (SWFWMD) & Permitting Department, SWFWMD Board, / Florida Department of Environmental Protection (FDEP) / Environmental Protection Agency (EPA) / Army Corp of Engineers (ACOE) / Florida Department of Economic Opportunity (DEO), formally known as Department of Consumer Affairs) / Ashley Moody, Florida Attorney General

Subject is regarding Buffalo Hide & Cattle Co. for a Villages Land Company Development: Lower Aquifer Test Well # 889547, which is located in a flood zone (18), and against Wildwoods LDR (18) and close proximity to Jumper Creek a potential Army Corp of Engineers jurisdiction among other and many issues.

Insufficient water availability and a recent rezoning that was against local and State law which needs full attention to the

agencies herewith:

Development with Lower & Upper Water Well Permitting in Sumter County: A 12,000-28,000 acre, proposed for over 60,000 dwellings, formally a Florida Forever Proposed Acquisition known as Stuart Ranch, Landstone, Big Prairie, Double Rock / Sink Prairie SWFWMD title, in a Withlacoochee Watershed, now annexed into the City of Wildwood, partly a Sumter County, zoned AG, as a proposed development known as The Villages of Southern Oaks (VOSO). (info referenced)

SWFWMD Request: NO LARGE WITHDRAWL PERMITTING TO EITHER THE UPPER OR LOWER AQUIFER, including others nearby water permit requests. DEO Request: Reverse Zoning which is against local city/county laws, this rezoning also violated State Law Chapter 163, Urban Sprawl, 12 out of 13 indicators. (14)

Please take careful consideration of this letter. This time its more development on sensitive lands, requesting large amounts of water, promising super light use per dwelling, on a high density development, touted as Age Restricted but allowing 20% families without a public facilities analysis, forced as an Urban Sprawl and ignoring thousands of residents who opposed it and being taxed on this very development. (13, 8)

There is likely just enough current water resources to allow rural individuals to naturally expand and businesses to naturally grow. This development will <u>double the population</u> of Sumter County! (7, 13, 17)

The following is a <u>statement of facts and studies</u> by cited resources including: USGS, SWFWMD, WRWSA, and EDR. It is also a request for agencies to step in and help, respectively.

Amy Baker warned that by 2025,"we expect that the forecast of water demand will exceed the water available – an inferior water supply problem." (19)

Northeast Sumter County will have difficulty meeting its current water demands. (2 & 6)

Not enough water to meet the 2035 Florida expected demand. (7) Florida as a whole.

An area of concern for both SWFWMD & WRWSA is northeast Sumter County, due to several feet of decline, due to its extensive demands particularly in the Wildwood/The Villages area. Current SWFWMD Hydrologic Conditions are extremely below normal (stress emphasized) (6 & 16)

Per WRWA, "Area of concern is Northeast Sumter county where surficial and Upper Floridan aquifer levels are predicted to experience several feet of decline by 2040 due to extensive use of the Upper Floridan aquifer to meet demands of the rapidly growing Villages Wildwood area." (6) Drawdown map includes areas that abut this massive <u>proposed</u> development, which has recently been approved for 60,449 dwellings plus 12,278,000sq.ft non-residential and 1,529,000sq.ft. of government space. What is not necessarily mentioned are the additional needs of basic facilities such as Hospitals, Fire Stations, Libraries, and much more, yet excluding entitlements. (7, 13, 8 (6: 4-15))

Minimum Flow Levels (MFL) are the standard to gauging water availability. MFL for the Withlacoochee River will not be established until 2024.(12) How could you (SWFWMD) possibly consider any major permitting application with a lack of future water supply? And the data you do have shows drawdown and shortages that cannot meet future needs already accounted for! (6, 7, 12, 16)

The Lower Aquifer is very expensive and is not accessible to the existing residents. Neither will these residents nor municipalities be able to receive municipal water from this development.(6) Nor will surrounding residents ever be granted access to this developer's water as their utilities are not public, they are private utilities only servicing those who purchase their built products. If that were to change, and this development offered utilities to others, it would be an unfeasibly possibility, due to the cost of piping; as this is an Urban Sprawl development around rural parcels. The Lower Aquifer is typically brackish and can not be determined on quantity and quality. (1 & 6)

Little is known of the Lower Aquifer except both the Upper and Lower aquifers behave as one and are not contained. Quantity and quality are unknown. (1, 6) When water is removed from the Lower aquifer, the Upper aquifer water level responded adversely in decline. Although a mild decline, this study only pumped water for 2 days, which is not a clear snapshot of an aquifer's reaction, nor is pumping from the Lower, and discharging on the surface, a true study. (3) In fact, this method, whereby discharging on the surface is the recommendation to equalize the aquifer, not to test its recharge.

How much more will the levels drop when both aquifers are pumping simultaneously and without ceasing? The following study showed that pumping from a Lower aquifer without reducing the equal amount from the Upper aquifer caused the water level to drop 1 ft for up to 141 square miles away! (4) This study was done on the Floridan Aquifer System, the same system we all rely on today.

What is **not** 141 sq. miles away? "The Green Swamp" of Lake County, an Area of Critical State Concern (ACSC); it is <u>only 20 miles</u> from this proposed development. The Green Swamp is identified as Florida's first area of critical state concern, per fts. statue **380.0551**. If the aquifers behave as one as factually stated, it is very reasonable that a Lower Aquifer Permit will adversely affect the Green Swamp. (4)

Areas of critical state concern are recognized as having a significant positive contribution to environmental, natural, historical, and or archaeological resources. These parcels have all these attributes. (5, 10, 13) The uncontrolled development of area of critical state concern would cause substantial deterioration of the valuable resources they provide. Therefore, under this designation, the state land planning agency is granted the power to recommend actions that the local government as well as state and regional agencies must accomplish in order to avoid the predicted negative results of uncontrolled or inadequate development of the area. For example, the state land planning agency can require actions such as re-visitations of the local comprehensive plan as well as adoption of land development regulations, density requirements, and special permitting requirements. The green swamp was designated an area of critical state concern for three primary reasons, 1. Recharge of the Floridan aquifer 2. Wetlands 3. Flood detention (11) The proposed development, has all the same environmental attributes. (10)

The conservation standards this developer will be using, whereby harvesting the recharge water as "reclaimed" while placing impermeable soils on top of Group D soils. (5) Further subtracting from the recharge of the aquifer. (10) Also known as, burning the wick at both ends. This practice also manipulates the amount of water their residents actually use, while excluding the permitting process.

In addition to the wetlands and hydric soils, this rezoning and land use is not consistent with Sumter County's Codes regarding density per units. Policy 3.2.1.6: Constrained Soils, b. 2. If the total of the actual constrained area plus the wetlands and 100-year floodplain area is fifty 50 percent or more of the proposed development tract, the development shall be subject to the density and minimum lot size adjustments of subsection 2: Subsection 2c: Where central water and sewer system are provided — One-forth 1/4th acre. (5) Be it known, this parcel was first unsuccessfully tried through Sumter County in 2017 – 2019, then passed to Wildwood.

Furthermore, Flood hazard area Section e 2. a & b.: within 100 year flood plain shall be limited to 1 residential unit per five acres in Urban development area (note: this is not an urban area, despite the rezoning and sewers have yet to be confirmed by the developers utility.) (5) Dwellings, or b.: 1 residential unit per ten acres for agricultural category. This was zoned Agricultural (1 per 10 acres) until June 8th City of Wildwood hearing. Clerk papers filed 3/20/20. (13) Please address these major wrongs, it was against their code. As of the time of this letter, The City of Wildwood is now proposing an Ord: 2020-30 for July 27th, 7pm to RETRACT Ord 02019-56 filed with the clerk on 3/10/20 amending the Joint Planning Agreement (JPA) & Comp Plan. (20). And another Comp Plan change and Land Development Regulations just announced (Ord 2020-46 & 2020-47). (20)

[Although] the Lower Aquifer has the potential to supply significant quantities of groundwater, the cost of developing this source is much higher and the sustainable yield of the aquifer is not yet defined. (6) How can SWFWMD permit something that is not to be defined? This is the exact reasoning why we ask for No Upper aquifer as well; we feel the Lower is just a trick through this permitting stage and will ultimately rely on the Upper aquifer. Either choice is a grave mistake based on this data. Our local governments (even combined) cannot provide its citizens a Lower Aquifer due to cost. (6) Please understand the County will not be able to afford nor have the capabilities of supplying any rural residents with municipal public water, regardless of aquifer location. This is a big reason why Urban Sprawl is extremely costly. (14) WRWSA's report says, it will be crucial for the (water) Districts to continue providing funding for a Lower Aquifer distribution system. (6) Sumter residents truly lack the funds, and the ability to run water pipes to the rural residents as this Urban Sprawl development will suck the living life from the current residents of Sumter County.

Sumter County's geology, confinement, formations completely vary from short distances, therefore two Lower Aquifer wells will not have the same properties even in close proximity. (1 & 4)

The largest draw downs are predicted to occur in the rapidly growing Villages/Wildwood area of Northeast Sumter County. (6, fig 4-15).

If the Lower Aquifer is so productive in quantity and quality, then allow the developer who has a permitted functional Lower aquifer well in NE Sumter, to relieve the stressed upper aquifer of Northeast Sumter County by transitioning to Lower aquifer water. As they state on the Villages CDD website, the upper aquifer is being utilized for irrigation purposes. (15) Please consider this statement thoroughly. It is suspected that the Lower is not an ideal source of water, but WRWSA is suggesting it as a source since there mission is to find alternative water sources. If they don't find a source, they may no longer be needed as a Water Supply Authority. The outcome is anticipated to be a steady use of the Upper Aquifer even if a Lower was approved.

In NE Florida, two large paper plants were shut down on two occasions, lasting 2 weeks and another last more than a month. Upper aquifer levels responded immediately after each shutdown. indicate the similar plant shutdowns have occurred, thus providing test cases for determining the relative degree of interconnection between the Upper and Lower Floridian aquifers and the hydraulic connection within zones in the Lower Floridan Aquifer. During these shutdowns, both the Upper and Lower aquifers had decreased pumpage. (1)

In central Florida, the Oldsmar permeable zone is the deepest basal freshwater zone of the Floridan aquifer system. Test data from wells in Marion Romp 132 and Bushnell Romp 102.5 indicate fracture and cavernous porosity in the massive dolostone unit of the Oldsmar Formation. (1) Fracture & Cavernous porosity; they are not contained!

The Upper and Lower aquifers behave as one aquifer system. (1)

Additionally, some of the numbered middle confining units were found to be semi-confining, very leaky, or have hydraulic properties within the same order of magnitude as the aquifers above,

below, or both above and below. Although the term "confining unit" is not totally abandoned within this revised framework, a new term "composite unit" is introduced for lithostratigraphic units that cannot be defined as either a confining unit or an aquifer unit over their entire extent. This approach is a departure from the previous framework of the late 1980's, in that stratigraphy is used to consistently subdivide the aquifer system into upper and lower aquifers across the State of Florida. (1)

The US Department of Interior /US Geological Survey put together a study test well in a lower Floridan aquifer. Their study was to determine if the upper aquifer was affected by lower aquifer pumping. In part it reads, pumping well #11 at the rate of 748 gallons per minute which is about 1 millions gallons per day, resulted in a maximum steady state drawdown of 36.2 feet in the lower Floridan aquifer was greater than 1 foot over 146sq mile area. Simulated steady state drawdown in an overlying upper Florida aquifer that resulted from Inter-aquifer leakage was greater than 1ft over 141sq mile area and was 2.3 ft (lower) at the site of the well 11. (4)

Basically, three scenarios were performed. For each scenario, pumping reductions in existing upper Florida aquifer wells resulted in decreased magnitude an extent of drawdown when compared to a scenario in which the lower Florida aquifer was pumped without adjusting withdrawals from the upper Florida with her. "Pumping from the lower Florida aquifer (well number 11) without adjusting pumping from the upper Florida aquifer resulted in drawdown exceeding 1 foot over a 141 square mile, ..." (4)

Water levels changed by 3 feet between the Lower aquifer levels, "suggesting a change in hydrogeologic units, from MCU I to the LFA." (1 & 4)

Summary being, the Upper and Lower are connected and you cannot take water from the lower part of the glass without it affecting the water at the top of the glass. (Confucius say)

Will municipal water be brought to the existing residents? Be advised, we are not talking about piping into a city because this was an Urban Sprawl development, so the surrounding is completely rural. Will this water suck affect the Green Swamp Area of Critical State Concern (ACSC)? Will the Green Swamp begin to decline and dry up, should SWFWMD establish Minimum Flow Levels before they handout a long-term development that will double the existing size of Sumter County (12)? Will the Federal Prison of Coleman also experience the sandwich effect of being surrounded by developments and the stressed aquifer results of it?

We can answer these questions: None of the answers are good for the residents who are currently under your authorities. Thus, this call for your all agencies attention and help.

To SWFWMD and other Agencies:

There are no plan B's for any of these issues. The only plan that consider every aspect and issue properly was the original zoning of 1 dwelling per 10 acres versus the newly forced rezoning of 24-30 units per acre! (13) Because of this "wrong" and law-breaking rezoning, it will be causing many "wrongs". Residents fought this recent rezoning while under Covid stay at home orders. (14) This rezoning was originally passed in February without proper public notification, once informed of their lack for public notice, the City posted 8x11 inch notifications off a 55/60 mph highway plus 25ft right of way. (14) Then unfortunately, the application from The City of Wildwood to DEO provided twisted reasoning (to be polite) (13 & 14). They claimed to the DEO professing this was not Urban Sprawl. Please read the 12 out of

13 Urban Sprawl Indicators for a better understanding of this terrible proposed development. (14 & 13) They also provided poor studies, which lacked true data for multi-family housing needs within an age restricted development that will likely be utilizing 20% for multi-family low-income for affordable housing, allowing for children and no public facilities analysis. (13) The cost of this poorly planned Urban Sprawl is astronomical. Also, the population data they provided was manipulated by using two neighboring counties data rather than Sumter County's data and excluding Citrus and Hernando counties population completely. (13, & 17).

Lastly, be it known, that of all the pages of data, research, and applications relating to this development, none compared to the number of pages and thickness of 2999 signatures. (14 & 14b.) All of whom were in opposition to this massive and taxing development. Let that sink in for a moment.

Please Save Sumter.

Respectfully yours,

Bill Pownall

-All referenced documents are available upon request, due to size constraints, the highlighted references are attached.

CC: Office of Economic & Demographic Research (EDR): your office can concur with these inadequate findings, studies, data, and lack of water. Withlacoochee Regional Water Supply Authority (WRWSA): Your department has suggested LFA wells which remove water from the same aquifer., St. John's Regional Water Supply Authority (SJRWMD.com): This development borders to West Lake Development via the same developer and you share a water crisis the same., Florida Department of Transportations (FDOT): You must defend the SIS along with the Federal Correctional Facility impacts besides the unincorporated residents' roadway impacts., Florida Divisions of Historical Resources (FL-DOS): There are Archeology sites on these lands and it borders the Black Seminole Indian location "Pilaklikaha". Federal Bureau of Prisons (BOP): Your water needs both current and future will be adversely affected. Sumter County School Board: This development will be allowing children under the FL Law of 80% Age-Restricted Development (ARD) or 20% non-ARD., Florida Department of Education: This development will be allowing children under the FL Law of 80% Age-Restricted Development (ARD) and 20% non-ARD, City of Center Hill: Your supply to clean, potable and cheap water will be adversely affected., City of Webster: Your supply to clean, potable and cheap water for your residents will be adversely affected., Florida Fish & Wildlife: There are many sensitive lands, species, habitats, and ecosystems, Department of Agriculture & Consumer Services: Environmental Rural and Sensitive Lands, 1000 Friends of Florida, Various Media

No CC: City of Wildwood & Sumter County BOCC

^{1.} Revised Hydrogeologic Framework of the Floridan Aquifer System in Florida and Parts of Georgia, Alabama, and South Carolina. USGS. Version 1.1 US Dept of the Interior / US Geological Survey (redacted)

^{2.} Withlacoochee Regional Water Supply Authority, 2014 (redacted)

- 3. Southwest Florida Water Management District (SWFWMD) Hydrogeology, Water Quality, and Well Construction at the ROMP 117 Lake Okahumpka Well site in Northeast Sumter County, Florida. (redacted)
- 4. Hydrogeology and Water Quality of the Floridan Aquifer System and Effect of Lower Floridan Aquifer Pumping on the Upper Floridan Aquifer at Hunter Army Airfield, Chatham County, Georgia. (redacted)
- 5. Sumter County Code Municode. Section 13-413, Policy 3.2.1.6: 1a b2., 13-414 & 13-412 (2c.) & e. Flood hazard area (2: a & b) Sumter County Conservation Map, Attached 1992 Wildwood Comp Plan, redacted: Map V-II-18 Hydrologic Group "D" Soils located on this parcel, approx. 80%. Map VII-18c "Constrained Areas for Development, approx. 92% of this proposed amendment. Map VII-5 Group "D" Soils, approx. 60% of this location. Wildwoods Comp includes a map of "Constrained Areas for Development" which encompasses approximately 92% of this proposed development. SWFWMD Floodplain Mapping Application MAP (Big Prairie) Flood A & AE. Sumter County Unified Comp Plan Floodplains Map, Flood zone map 4-2. (redacted)
- 6. Withlacoochee Regional Water Supply Authority Regional Water Supply (WRWSA) Plan Update Final November 2019, redacted, xvi, xx, xxi, xviii, xix, 1-9-1-10, 3-16, 3-17, 4-20, 5-42, 4-15 & Apex 4-2 Figure 3 Drawdown in Layer 7. (redacted)
- 7. EDR / Office of Economic & Demographic Research Annual Assessment of Florida's Water Resources and Conservation Lands 2020 Edition. P.130 (redacted) Per Amy Baker, "by 2025 we expect the forecast of water demand will exceed the water available."
- 8. 20-01 ESR/Ord 0202-2 SWFWMD technical comment Email, not including public analysis & unusual for no land use entitlements, FDOT concerns letter. Florida Chapter 163 law with concerns, highlighted.
- 9. Letter to the media addressing the lack of ethical representation and public notification, City of Wildwood's lack of public notification. (redacted).
- 10. SWFWMD Florida Forever List, Double Rock / Sink Prairie #27A Proposed Acquisition and SWFWMD Description
- 11. The Withlacoochee River Watershed: Biophysical & Regulatory Characteristics (redacted)
- 12. Southwest Florida Water Management District (SWFWMD) 2019 Minimum Flows, Minimum Water Levels & Reservations & Priority List. Pending data. (redacted)
- 13. Comp Plan & Rezoning Ordinances CP-1911-001 & Ord 02020-5, RZ 1911-002, Ord 02020-3, 02020-26) DEO Plan Amendment 20-02 ESR, Includes the Environmental Study. (redacted),
- 14. Residents Presented Data including 12 URBAN SPRAWL INDICATORS to the City of Wildwoods rezoning RZ 1911-002 / Ord 02020-26 Opposing this rezoning and with 2999 Petitions, 2 Photos of 2 posted signs along 471, a Highway of 55 mph with a right of way of at least 25ft from the shoulder. 1 photo of a close up before it faded and curled. Wildwood's posted signs are 8.5x11, difficult to see at minimum. Previous notification Code & Current Code, recently changed. Letters and notification to City of Wildwood while under stay at home orders & lack of public notifications and presented at their Covid meeting true Urban Sprawl Indicators. (redacted)
- 15. Villages Community Development Districts (website) Irrigation Information of water use
- 16. Southwest Florida Water Management District March 2020 Hydrologic Conditions (redacted)
- 17. BEBR Florida Estimates of Population (redacted)
- 18. Wildwood's Land Development Regulations, on Flood, Water Source Development. SWFWMD Water Management Information System (WMIS) Lower Aquifer Test Well Map location. FEMA Flood Zone Map w/ Jumper Creek, and General Pre-Rezoning Map.
- 19. Amy Baker's 2025 forecast for demand to exceed water availability. Tampa Bay times January 25, 2020.
- 20. City of Wildwood Resolution 2020-30 to un-do their comp plan 17-02ESR, named 2019-56 or Ord 2017-20. City of Wildwood's May 8th, 2017 meeting vote, Adopted / Unanimous, meeting taped per their minutes and filed (1703-001). New Comp Plan Change on same development and Land Development Regulations change Ord 02020-46 & 02020-47 public notification, newly proposed.
- 14. Residents Presented Opposing Data to the Ci...
- 14. b. Petitions signs.pdf

2020 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS CITRUS COUNTY, FLORIDA TAXING AUTHORITIES 210 NORTH APOPKA AVE SUITE 200 INVERNESS, FL 34450-4294





WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY 3600 W SOVEREIGN PATH STE 228 LECANTO FL 34461-7718

յլլներովգնելիոնկիկիկիկիկունյան կերկիկիկի

DO NOT PAY THIS IS NOT A BILL

AK: 2610271

Parcel ID:

18E18S25 43100

Location Address: 1700 N BLUE JAY TER HERNANDO

Legal Description:

WELL SITE #1- COM AT SE COR OF SW1/4 OF NW1/4, TH N 0 DEG 4M 4S W AL E LN OF SW1/4 OF NW1/4 545.19 FT, TH S 89 DEG 55M 56S W 24.40 FT TO POB, TH S 89 DEG 55M 56S W 420 FT, TH

Millage:

0000

Nbhd:

7411

| PROPERTY APPRAISER VALUE INFORMATION | | | | | | |
|--------------------------------------|------------------|------------------|--|--|--|--|
| Market | Last Year (2019) | This Year (2020) | If you feel the market value of your property is inaccurate or does not reflect fair market value please call (352)341-6615, or if you are entitled to an exemption or classification that is not reflected below, contact the | | | |
| Value | 71,080 | 70,310 | County Property Appraiser at 1540 N Meadowcrest Blvd Suite 400, Crystal River (352)564-7130. | | | |

| Assessment Reductions | Applies To | Value | Exemption | Applies To | Value |
|-----------------------|------------|-------|------------|------------------------|--------|
| | | | GOVERNMENT | ALL TAXING AUTHORITIES | 70,310 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| Assessed Value | | Exemptions | |
|----------------|--------------------------------------|---|---|
| Last Year | This Year | Last Year | This Year |
| 71,080 | 70,310 | 71,080 | 70,310 |
| 71,080 | 70,310 | 71,080 | 70,310 |
| 71,080 | 70,310 | 71,080 | 70,310 |
| 71,080 | 70,310 | 71,080 | 70,310 |
| | 71,080 71,080 71,080 71,080 | This Year 71,080 70,310 71,080 70,310 71,080 70,310 | Last Year This Year Last Year 71,080 70,310 71,080 71,080 70,310 71,080 71,080 70,310 71,080 71,080 70,310 71,080 |

If the property appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the Property Appraiser's office. Petitions must be filed with the Clerk of Value Adjustment Board on or before 5:00 PM on September 8, 2020

For more information about your TRIM notice, go to our website: www.citruspa.org

Your Taxes This Year - 2020

| TAXING AUTHORITY INFORMATIO | | | | |
|------------------------------------|--|--|--|--|
| Your Property Taxes Last Year 2019 | | | | |

| TAXING AUTHORITY *Debt Service | | Prior year tax rates and taxes | | | Tax rates and taxes this year if proposed budget is adopted | | Tax rates and taxes this year if NO budget change is adopted | |
|---|--|--------------------------------|---|---------------------------------|--|---|--|---|
| | Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 | Column 7 | Column 8 |
| | Taxable Value | Tax Rate | Tax Amount | Taxable Value | Tax Rate | Tax Amount | Tax Rate | Tax Amount |
| COUNTY - GENERAL FUND COUNTY - TRANSPORTATION COUNTY - HEALTH DEPT COUNTY - LIBRARY COUNTY - FIRE DISTRICT COUNTY - STORMWATER COUNTY - FIRE RESCUE EMS SCHOOLS - LOCAL REQ'D EFFORT SCHOOLS - CAPITAL OUTLAY SCHOOLS - DISCRETIONARY WATER MANAGEMENT MOSQUITO CONTROL | 0 0 0 0 0 0 0 0 0 0 | | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 0 0 0 0 0 0 0 | 06.2176 00.5988 00.0651 00.3217 00.0000 00.0974 00.5881 03.6820 01.5000 00.7480 00.2669 00.4478 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 00.5814 00.0632 00.3107 00.0000 00.0941 00.5682 03.7508 01.4513 00.7236 00.2669 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 |
| | | | | | | | | |
| Total Millage Rate & Tax Amount | | 14.7416 | 0.00 | | 14.5334 | 0.00 | 14.2446 | 0.00 |

Total Ad Valorem and Non-Ad Valorem (from reverse side) Tax If Budget Changes are made

The Taxing Authorities which levy property taxes against your property will soon hold **PUBLIC HEARINGS** to adopt budgets and tax rates for the next year. The purpose of the **PUBLIC HEARINGS** is to receive opinions from the general public and to answer questions on the proposed tax change and budget **PRIOR TO TAKING FINAL ACTION**. Each taxing authority may **AMEND OR ALTER** its proposals at the hearing.

| TAXING AUTHORITY HEARING INFORMATION | | | | | | | |
|---|------------------------------------|----------------------|----------------------------|--|--|--|--|
| TAXING AUTHORITY | PUBLIC HEARING LOCATION | PHONE | HEARING DATE/TIME | | | | |
| Board of County Commissioners | CITRUS COUNTY COURTHOUSE INVERNESS | 352-527-5212 | SEPTEMBER 10, 2020 5:01 PM | | | | |
| Citrus County School Board | 1007 W MAIN ST INVERNESS | 352-726-1931 | SEPTEMBER 8, 2020 5:30 PM | | | | |
| General Southwest Water Management Dist | WWW.WATERMATTERS.ORG | 352-796-7211 EX 4160 | SEPTEMBER 8, 2020 5:01 PM | | | | |
| Citrus County Mosquito Control | 968 N LECANTO HWY LECANTO | 352-527-7478 EXT 311 | SEPTEMBER 3, 2020 5:01 PM | | | | |
| | | 70 | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Carlo Harrison | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer or other governmental services and facilities which may be levied by your county, city or any special district.

NOTE: Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax bill. For details on particular non-ad valorem assessments, contact the levying local governing board.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may receive or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

| NON-AD VALOREM ASSESSMENTS | | | | | | | |
|----------------------------|--------------------------------|--------------|-----------|---------------------|--|--|--|
| LEVYING AUTHORITY | PURPOSE OF ASSESSMENT | LAST YEAR | THIS YEAR | CONTACT INFORMATION | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | 51 - 189 1 - 17 (198) Oxide BC | | | | | | |
| 4006 - 185 | The first self in the | Lympold mar. | | | | | |
| | TOTAL NON-ADVALOREM | ASSESSMENTS: | 0.00 | | | | |

EXPLANATION OF "TAXING AUTHORITY INFORMATION" SECTION

COLUMN 1 - TAXABLE VALUE - LAST YEAR

This column shows the prior assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority.

COLUMNS 2 & 3 - YOUR FINAL TAX RATE AND TAXES LAST YEAR

These columns show the tax rate and taxes that were applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 4 - TAXABLE VALUE - THIS YEAR

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of the Additional Homestead exemption. Current year taxable values are as of January 1, 2020.

COLUMNS 5 & 6 - YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE

These columns show what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown at the top of this notice. The difference between columns 6 and 8 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

COLUMNS 7 & 8 - YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE

These columns show what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budget and your current assessment.

EXPLANATION OF "PROPERTY APPRAISER VALUE INFORMATION" SECTION

Market (Just) Value is the most probable sales price for your property in a competitive, open market. It is based on a willing buyer and a willing seller. Assessment Reductions:

Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are below.

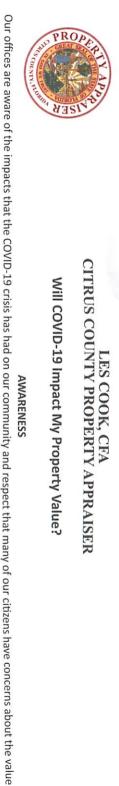
There are limits on how much the assessments of your property can increase each year. The Save Our Homes program and the limitation for non-homestead property are examples. Certain types of property, such as agricultural land and land used for conservation, are valued on their current use rather than their market value. Some reductions lower the assessed value only for levies of certain taxing authorities.

If your assessed value is lower than your market value because limits on increases apply to your property or because your property's value is based on its current use, the amount of the difference and reason for the difference are listed in the box titled "Assessment Reductions" on the front page.

Assessed Value is the market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Exemptions are specific dollar or percentage reductions in value based on certain qualifications of the property owner, such as the homestead exemption.

Taxable Value is the value used to calculate the tax due on your property. Taxable val 49 the assessed value minus the value of your exemptions.



CITRUS COUNTY PROPERTY APPRAISER LES COOK, CFA

AWARENESS

Will COVID-19 Impact My Property Value?

Under Florida law, county property appraisers must value every property in the state as of an effective date of January 1, 2020. Any impacts from COVID-19. of their property, as well as their property tax obligation during this challenging period.

would not impact 2020 property values, as we must analyze sales data and trends from 2019

Due to the COVID-19 disruption, we are accepting late-filed homestead exemption applications until September 8, 2020. If you need assistance filing online, Our appraisers consistently monitor market transactions and trends. Any increase or decrease in sales price trends which occur in 2020 will impact property please contact our customer service department at 352-341-6600 or 352-564-7130 values as of January 1, 2021 HOMESTEAD EXEMPTION

www.citruspa.org. 9:30-3:30. If you have further questions regarding how COVID-19 may affect your values, please read our COVID-19 FAQs and TRIM FAQs at Due to COVID-19 we are encouraging phone calls or web inquiries pertaining to TRIMs. In person meetings will be held by appointment only from

City of Brooksville 2019 Audit

Joanne Uzzo <juzzo@cityofbrooksville.us>

Mon 8/24/2020 10:02 AM

To: Istout wrwsa.org <Istout@wrwsa.org>

1 attachments (2 MB)

146 pages

- City of Brooksville Financial Statements.pdf;

Good morning,

Attached is the 2019 Audit for the City of Brooksville. Please let me know if you have any questions.

Thank you.



Joanne Uzzo | Chief Accountant
City of Brooksville
201 Howell Avenue | Brooksville, FL 34601
T 352 540 3888 x37408 | F 352 544 5424
juzzo@cityofbrooksville.us

The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain material that is confidential, privileged and/or exempt from disclosure under applicable law. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Item 12.b.

Executive Director's Report

News Articles

Bob Knight: The next fatality in Florida's springs pandemic?

Staff Writer

The Gainesville Sun August 14, 2020



Tubers from the Rainbow Springs State Park make their way down the Rainbow River on July 2 by Marion County's KP Hole Park. *Ocala-Star Banner, File*

Rainbow Springs, located in southwest Marion County, long nourished the Rainbow River with over 450 million gallons per day of cool, clear and clean groundwater. During Florida's inevitable droughts, Rainbow's reliable groundwater discharge historically supported productive fisheries in the lower Withlacoochee River and Withlacoochee Bay.

Ongoing monitoring has documented a catastrophic decline in flows in the Rainbow River and in the downstream water bodies. Based on analysis of the long-term flow records, the Florida Springs Institute has concluded that these flow reductions are primarily the result of excessive groundwater pumping throughout Florida's Springs Coast Basin.

Rising nutrient pollution in the groundwater feeding the springs and rivers is a second major stress on the environmental health of these Outstanding Florida Waters. Nitrate nitrogen concentrations in the groundwater feeding the Rainbow Springs have risen by more than 4,500% and are nearly 600% higher than the state's legal limit to protect healthy springs. In fact, there is enough nitrate in drinking water in southwest Marion County to increase the risk of certain human cancers by 3 to 5 fold.

Excessive recreational pressure is the third major stress impacting the future of this natural aquatic wonderland. Hundreds of thousands of people are attracted to the Rainbow River each

year to enjoy the cool and clear water — tubers, scuba divers and boaters — all with an unintentional but very real environmental footprint.

Rainbow's problems — reduced flow, nitrogen pollution and excessive recreation — are not new or unique. They have been documented by Florida's governmental scientists for at least 25 years. More than 80% of Florida's 1,000-plus artesian springs are suffering from this pandemic of declining flows and increasing nutrient pollution.

Florida's springs are showing the symptoms of a life-threatening disease — altered or lost native vegetation, massive growths of filamentous algae, reduced water clarity, marked reductions in populations of native fish and other wildlife, and the resulting decline in their aesthetic qualities.

Florida's environmental laws prohibit human activities that result in springs and groundwater pollution. Florida lawmakers long ago (in the 1970s) mandated the maintenance of adequate water flows to protect healthy environmental systems. Florida law also provides our environmental agencies extensive power to control excessive recreational impacts in state parks and aquatic preserves.

Florida's governmental officials are ultimately responsible for allowing the continuing death spiral at Rainbow Springs and the Rainbow River. Florida's governor and his appointed directors at the Florida Department of Environmental Protection and the Southwest Florida Water Management District have the power to turn this crisis around and put the Rainbow on a road to recovery.

I challenge each of these responsible leaders to put on a face mask and swim down the Rainbow River this summer. Rainbow, formerly known as Blue Run, is filled with massive, bank-to-bank growths of bright green filamentous algae covering the native plants.

The Rainbow needs to be put on a ventilator — it is dying as surely as many of our human neighbors are from an out-of-control COVID-19-like virus. The disease killing the Rainbow and our other springs is made here in Florida.

This river is polluted and depleted because of poorly regulated development. Too much groundwater pumping. Too much farm and yard fertilizer. Too many septic tanks. Too much insufficiently-treated animal and human wastewater. And too many people loving the springs and river to death.

All of the problems plaguing Florida's springs can be resolved through the actions of a responsible government representing an ethical and engaged public. Until Florida's government expeditiously and fully enforces the existing laws that were intended to protect Rainbow Springs, there should be no additional permitted activities along the river and in the springshed that will make bad conditions even worse.

Dr. Bob Knight is the founder and director of the Howard T. Odum Florida Springs Institute with offices in High Springs. The Florida Springs Institute recently published Dr. Knight's "Death by a Thousand Cuts – A Springs Opinions Anthology," a collection of his opinion pieces penned over the past 12 years of springs advocacy. Visit www.floridaspringsinstitute.org to find FSI's detailed restoration action plan for the Rainbow Springs and River. In the Rainbow Springs Priority Focus Area, FSI recommends that state and local governments enact a moratorium on any and all new development that will increase groundwater pumping, nutrient pollution or increased recreational use affecting Rainbow Springs and the Rainbow River.