



WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

Board Meeting Package

September 19, 2018
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 August 2018

Office	Board Members
Chair	The Honorable Michelle Stone
Vice Chair	The Honorable Stephen Printz
Treasurer	The Honorable Jeff Kinnard

Jurisdiction	Board Members
Citrus County	The Honorable Scott Carnahan
	The Honorable Jeff Kinnard
Hernando County	The Honorable Steve Champion
	The Honorable John Mitten
Marion County	The Honorable Kathy Bryant
	The Honorable Michelle Stone
	The Honorable Carl Zalak
Sumter County	The Honorable Al Butler
	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 Crystal River	The Honorable Ken Brown

Meeting Dates

The schedule of meetings for the 2017-2018 fiscal year are as follows:

November 15, 2017
January 17, 2018
March 21, 2018
May 16, 2018
July 18, 2018
September 19, 2018

**MEMORANDUM**

To: Water Supply Authority Board of Directors and Interested Parties

From: Richard S. Owen, Executive Director

Date: September 7, 2018

Subject: Monthly Meeting of the Withlacoochee Regional Water Supply Authority

The next meeting of the Withlacoochee Regional Water Supply Authority will be on **Wednesday, September 19, 2018, 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.**

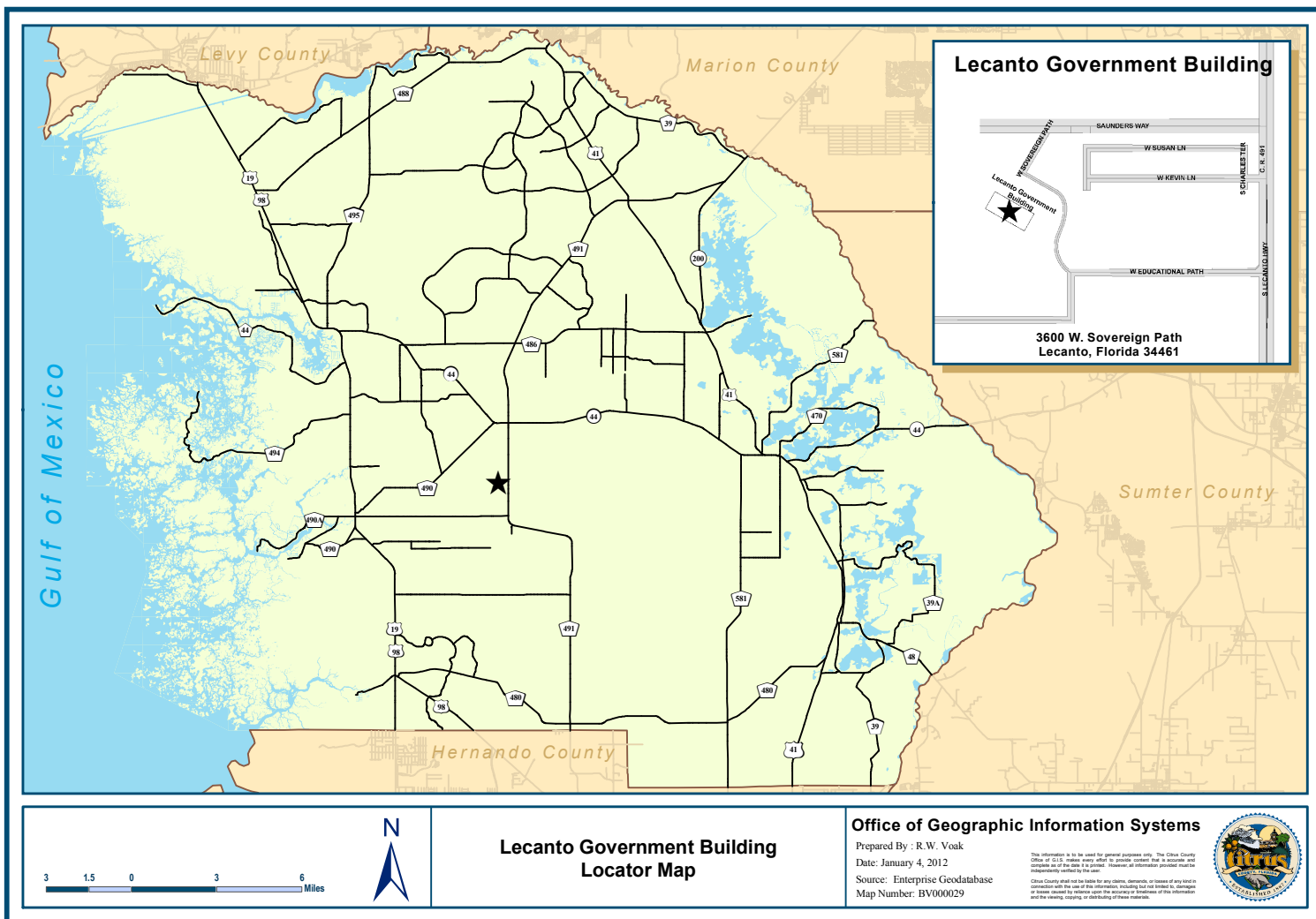
Enclosed for your review are the following items:

- Agenda
- Minutes of the July 18, 2018 meeting
- Board Package*

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

Enclosures

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



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

From Brooksville:

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

From Ocala

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

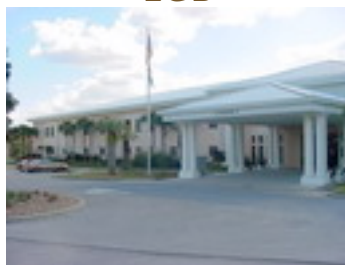
From Bushnell

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

From Wildwood

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

LGB



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

A G E N D A

**September 19, 2018 -- 3:30 p.m.
LECANTO GOVERNMENT BUILDING -- ROOM 166
3600 W. Sovereign Path, Lecanto, Florida 34461**

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

	<u>PAGE</u>
1. Call to Order . . . Michelle Stone, Chair	
2. Roll Call . . . Richard Owen, WRWSA Executive Director	
3. Introductions and Announcements . . . Richard Owen, WRWSA	
4. Pledge of Allegiance . . . Led by the Board	
5. Public Comment	
6. Consent Agenda . . . Michelle Stone, Chair	
a. Approval of Minutes	9
b. Bills to be Paid [August 2018 bill summary included in packet; September 2018 bills provided at the meeting]	13
c. Third Quarter Financial Report	15
d. Public Officials Liability Insurance Policy	21
e. Fiscal Year 2018-19 Meeting Calendar	25
7. Basin Management Action Plan (BMAP) Update . . . Tom Frink, FDEP	27
8. Fiscal Year 2018-19 Budget Approval Ratification . . . Richard Owen, WRWSA	29
9. Charles A. Black Wellfield – Citrus County Negotiations . . . Richard Owen, WRWSA	39
10. Phase 5 Irrigation System Audit Program . . . Richard Owen, WRWSA	
a. Contractor(s) Selection	43
b. Agreements with Hernando County Utilities, and The Villages NSCUDD and VCCDD	44
11. Regional Water Supply Plan Update . . . Gregg Jones, Cardno	137
12. SWFWMD Fiscal Year 2019-20 Cooperative Funding Program . . . Richard Owen, WRWSA	139
13. Executive Director's Report . . . Richard Owen, WRWSA	
a. Correspondence	143
b. News Articles	145
c. Other	
14. Legislative Report . . . Diane Salz, WRWSA Governmental Affairs	
15. Attorney's Report . . . Larry Haag, WRWSA Attorney	
16. Other Business	
17. Next Meeting . . . November 14, 2018; 3:30 p.m.; Lecanto Government Building, Room 166	
18. 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 18, 2018

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

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

1. Call to Order

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

2. Roll Call

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

BOARD MEMBERS PRESIDING

Al Butler, Sumter County Commissioner
Gary Ernst, Belleview City Commissioner
William Kemerer, Brooksville City Councilor

ALTERNATE(S) PRESIDING

David Burnell, City of Crystal River Manager
Alys Brockway, Hernando County Water Res

BOARD MEMBERS ABSENT

Michelle Stone, Chair, Marion County
Commissioner
Stephen Printz, *Vice-Chair*, Sumter County
Commissioner
Jeff Kinnard, *Treasurer*, Citrus County
Commissioner
Ken Brown, Crystal River City Councilor
Kathy Bryant, Marion County Commissioner
Scott Carnahan, Citrus County Commissioner
Steve Champion, Hernando Co. Commissioner
Dale Swain, Bushnell City Councilor
Carl Zalak, Marion County Commissioner

3. Introductions and Announcements

- *Introductions.* Mr. Owen recognized Authority staff present for this meeting. Audience members introduced themselves for the Board's information.
- *Announcements* – Mr. Owen noted the revised agenda as recommended by the Authority's Chair includes a Consent Agenda and Pledge of Allegiance. He said that a quorum is present for purposes of holding a meeting but not for purposes of approving the budget.

WRWSA STAFF PRESENT

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

OTHERS PRESENT

Ken Cheek, Citrus County Water Resources Director
Michon Fabio, Marion County Water Res Liaison
Stephanie Fidler, Cardno Inc
Gregg Jones, PhD, PG
Dave Kelly, Cardno Inc
Josh Madden, SWFWMD Environmental Scientist
Richard Radack, City of Brooksville Public Works Dir

4. **Pledge of Allegiance** – Mr. Butler led those present in reciting the Pledge of Allegiance.

5. **Public Comment** – No speaker cards were submitted.

6. Consent Agenda

- a. **Approval of Minutes** – The May 16, 2018 minutes was provided in the Board's meeting materials.

- b. **Bills to be Paid** – Staff recommended Board concurrence of the June 2018 bills in the total amount of \$43,642.94.

Staff recommended Board approval of the July 2018 bills in the amount of \$42,310.72.

- c. **2018-019 Regulatory Plan** – Staff recommended approval of the WRWSA's proposed 2017-2018 Regulatory Plan; and authorization for the Vice Chair and General Counsel to execute the appropriate certifications.
- d. **Staff Travel to the 2018 Florida Water Forum** – Staff recommended Board approval for Ms. Diane Salz, WRWSA Governmental Affairs Liaison, to attend this year's Florida Water Forum at an estimated cost of \$707.74.

Mr. Kemerer moved approval of the Consent Agenda Items 6.a., 6.b., 6.c. and 6.d. The motion was seconded by Mr. Ernst and carried unanimously.

7. Fiscal Year 2018-19 Budget Approval Ratification

This item was deferred to the September meeting since a quorum for purposes of budget approval was not available.

8. Regional Water Supply Plan Update Status Report

Mr. Gregg Jones, Program Manager, Cardno, presented this item. The Regional Water Supply Plan Update project progresses, with a focus on completing population and water demand projections, estimating future savings through conservation and seeking input from various public supply utilities in the region. This was an information item only.

Mr. Owen noted there has been a change in Mr. Jones' status with Cardno. He said that action is required to approve change of the project manager from Gregg Jones to David Kelly and authorize the Executive Director to approve Mr. Jones as a subcontractor to Cardno in the future should it become necessary. Following consideration, **Mr. Kemerer moved, seconded by Mr. Ernst, to approve the staff recommendation. The motion carried unanimously.**

9. Fiscal Year 2018-19 Grants Program – Approval of Awards

Mr. Owen noted that, at the Authority's March 21, 2018 meeting, the Board set the total allocation of funds in Fiscal Year 2018/19 for the Local Government Grant Program at \$130,000 and limited such grants to water conservation projects. The Authority has received three grant applications, one each from Citrus, Hernando and Marion counties.

Following consideration, **Mr. Ernst moved, seconded by Mr. Kemerer, to approve grants in the following amounts: Citrus County \$36,875, Hernando County \$48,350 and Marion County \$42,595; and authorize the Chair to sign the grant Agreements. The motion carried unanimously.**

10. Phase 5 Irrigation Audit Program Authorization to Issue a Request for Quotes

Mr. Owen said the total project budget is \$145,000, with 50% (\$72,500) 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 \$125,000.00. This includes conducting irrigation system evaluations (core and enhanced) and follow-ups. Staff will return to the Board with a recommended short list of responsive contractors at the September 2018 meeting. The RFQ and all

subsequent contracts will be dependent upon funding from all participating parties. The draft RFQ Information Packet is included as an Exhibit under separate cover and available on the website.

Following consideration, **Mr. Kemerer moved, seconded by Mr. Burnell, to approve the issuance of the Phase 5 Irrigation Evaluation Program Request for Quotes, as contained in the exhibit. The motion carried unanimously.**

11. **Legislative Report** – Ms. Salz, WRWSA Governmental Affairs, provided a status report on the challenge to implementation of the Water and Land Conservation Constitutional Amendment passed in 2014. Mr. Haag requested a copy of the court judgment.
12. **Attorney’s Report** – Mr. Haag, WRWSA Attorney, said he had no report to provide.
13. **Executive Director’s Report**
 - a. **Correspondence** – Items received or sent were included in the Board’s meeting materials.
 - b. **News Articles** – No articles of interest were included in the Board’s meeting materials.
 - c. **Other** – None
14. **Other Business** – None
15. **Next Meeting Time and Location** – September 19, 2018 at 3:30 p.m. at the Lecanto Government Building, Room 166.
16. **Adjournment** – Mr. Butler adjourned the meeting at 4:02 p.m.

Michelle Stone, Chair

Richard S. Owen, Executive Director

Item 6.b.

Consent Agenda

Bills to be Paid

August 2018 provided in meeting materials.

September 2018 to be provided at meeting.

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

Bills For Payment
8/15/2018

<u>Administrative Invoices</u>	<u>Invoice Number(s)</u>	<u>Invoice Date</u>	<u>Amount</u>
Richard S. Owen, AICP, Executive Director	2018-07	8/7/2018	\$6,817.72
Larry Haag, Attorney	34161 34162	7/25/2018	\$1,140.24
Diane Salz, Governmental Affairs (Professional Fee)	#073118	7/31/2018	\$3,500.00
Diane Salz, Governmental Affairs (Travel)	#073118	7/31/2018	\$191.98
C. LuAnne Stout, Admin Asst (Srvcs, Bd Pkts)	7-Jul-18	8/1/2018	\$3,442.10
Karen Allen (Web Maintenance)	102	8/10/2018	\$100.00
Technical Support Services - Carbonite Renewal	2237	8/13/2018	\$325.00
Sun Trust Business Card Statement	8.2.2018	8/2/2018	\$162.95
Total Administrative Invoices			\$15,679.99

<u>Water Supply Studies and Facilities</u>	<u>Contract/ Budget</u>	<u>Balance Remaining</u>	<u>Current Invoice(s)</u>
General Services Contract	\$75,000.00	\$40,000.00	
Work Order 18-01. Water Resource Associates	\$25,000.00	\$20,754.60	
Work Order 18-02. Weber and Associates	\$15,000.00	\$13,156.25	
Regional Water Supply Plan Update	\$299,940.00	\$265,639.47	
FY2017-18 Water Conservation Grants Program			
Citrus County	\$42,627.50	\$42,627.50	
Hernando County	\$48,350.00	\$48,350.00	
Marion County	\$35,245.00	\$35,245.00	
Phase 4 Irrigation Program	\$200,000.00	\$85,350.69	\$9,070.53 (1)
Total Project Invoices	\$741,162.50	\$551,123.51	\$9,070.53

Total Bills to be Paid	\$24,750.52
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State Board of Administration	Transfer from SBA2 to SBA1	\$9,070.53
State Board of Administration	Transfer from SBA1 to SunTrust Bank	\$24,750.52

Notes:

(1) Phase 4 (N822) - Irrigation Audits

Jack Overdorff, ECO Land Design \$9,070.53 Invoice 318

Item 6.c.

Consent Agenda

Third Quarter Financial Report

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 months and nine months ended June 30, 2018 in accordance with accounting principles generally accepted in the United States of America. We 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 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, accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on such information.

Purvis, Gray and Company

July 27, 2018
Ocala, Florida

Certified Public Accountants

P.O. Box 141270 • 222 N.E. 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461 • FAX (352) 378-2505
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872 • FAX (352) 732-0542
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144 • FAX (850) 224-1762
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350 • FAX (941) 907-0309
MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

Withlacoochee Regional Water Supply Authority
STATEMENT OF NET POSITION

As of June 30, 2018

ASSETS

Cash in Bank - SunTrust	\$ 3,536.56
Cash in Bank - SBA1	723,164.82
Cash in Bank - SBA2	879,387.28
Accounts Receivable - SWFWMD	25,426.79
Accounts Receivable - Citrus	17,819.31
Prepaid Expense	<u>2,579.53</u>

Total Current Assets	1,651,914.29
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PROPERTY AND EQUIPMENTS

Equipment	3,728.84
Accum Deprec - Equipment	(2,683.49)
Citrus Co. Wellfield	4,895,231.21
Accum Deprec - Wellfield	<u>(4,079,362.40)</u>

Total Property and Equipment	<u>816,914.16</u>
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TOTAL ASSETS	<u>\$ 2,468,828.45</u>
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LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Acct Payable - Special Projects	\$ 27,865.26
Acct Payable - General	<u>14,345.46</u>

Total Current Liabilities	42,210.72
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NET POSITION

Beginning Net Position	2,380,239.58
Net Income	46,378.15

Total Net Position	<u>2,426,617.73</u>
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TOTAL LIABILITIES AND NET POSITION	<u>\$ 2,468,828.45</u>
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Withlacoochee Regional Water Supply Authority

STATEMENT OF REVENUES AND EXPENSES

For the Period Ended June 30, 2018

	<u>3 months ended</u>		<u>9 months ended</u>	
	<u>June 30, 2018</u>	<u>%</u>	<u>June 30, 2018</u>	<u>%</u>
Revenue				
Citrus Co. Assessments	\$ 6,795.00	6.21 %	\$ 20,385.00	6.60 %
Hernando Co. Assessments	8,526.50	7.79 %	25,579.50	8.28 %
Sumter Co. Assessments	5,632.50	5.15 %	16,897.50	5.47 %
Marion Co. Assessment	16,423.00	15.00 %	49,269.00	15.95 %
Interest Income - SBA Accounts	8,191.76	7.48 %	19,171.35	6.21 %
CAB Wflld Restricted Revenues	41,446.29	37.87 %	122,952.21	39.80 %
CAB Wflld Unrestricted Revenues	16,124.25	14.73 %	48,372.75	15.66 %
Ph4 N822 Irrg Audit Coop Match	<u>6,313.41</u>	<u>5.77 %</u>	<u>6,313.41</u>	<u>2.04 %</u>
Total Revenue	109,452.71	100.00 %	308,940.72	100.00 %
Operating Expenses				
Administrative Assistant	\$ 9,375.00	8.57 %	\$ 25,781.25	8.35 %
Advertising	0.00	0.00 %	290.54	0.09 %
Audit	0.00	0.00 %	10,025.00	3.24 %
Bank Charges	0.00	0.00 %	15.00	0.00 %
Bookkeeping Services	1,000.00	0.91 %	1,500.00	0.49 %
Executive Director	20,000.01	18.27 %	59,999.99	19.42 %
FY17 Local Govt Water Cons Proj	9,611.50	8.78 %	9,611.50	3.11 %
General Services Contracts	1,056.25	0.97 %	9,998.29	3.24 %
Legal - Monthly Meeting	500.00	0.46 %	2,700.24	0.87 %
Legal - Other Services	1,167.94	1.07 %	4,129.22	1.34 %
Legislative Consultant	10,500.00	9.59 %	31,500.00	10.20 %
Office Supplies	112.78	0.10 %	458.76	0.15 %
Phase 4 N822 Irrig Audit Prgm	33,581.40	30.68 %	62,470.54	20.22 %
Postage	119.99	0.11 %	429.23	0.14 %
Printing & Reproduction	252.92	0.23 %	1,108.80	0.36 %
Publications/Software	19.50	0.02 %	58.50	0.02 %
Reg Water Supply Pln Upd SWFWMD	34,300.53	31.34 %	34,300.53	11.10 %
Registration/Dues	149.00	0.14 %	1,129.00	0.37 %
Rent (Lecanto Gov't Bldg)	0.00	0.00 %	2,047.68	0.66 %
State Fees/Assessments	0.00	0.00 %	175.00	0.06 %
Telephone	262.08	0.24 %	746.33	0.24 %
Travel (Board Members & Staff)	349.65	0.32 %	1,611.37	0.52 %
Web Page/Computer Maintenance	<u>1,560.64</u>	<u>1.43 %</u>	<u>2,475.80</u>	<u>0.80 %</u>
Total Operating Expenses	123,919.19	113.22 %	262,562.57	84.99 %
Net Income (Loss)	\$ (14,466.48)	(13.22)%	\$ 46,378.15	15.01 %

ACCOMPANYING SUPPLEMENTARY INFORMATION

Withlacoochee Regional Water Supply Authority

BUDGET TO ACTUAL

For the Period Ended June 30, 2018

	<u>9 months ended</u> <u>June 30, 2018</u> <u>Actual</u>	<u>9 months ended</u> <u>June 30, 2018</u> <u>Budget</u>	<u>Variance</u> <u>Over/(Under)</u> <u>Budget</u>	<u>Annual</u> <u>Budget</u>	<u>Variance</u>
Revenue					
Citrus Co. Assessments	\$ 20,385.00	\$ 20,385.00	\$ -	\$ 27,180.00	\$ (6,795.00)
Hernando Co. Assessments	25,579.50	25,579.50	-	34,106.00	(8,526.50)
Sumter Co. Assessments	16,897.50	16,897.50	-	22,530.00	(5,632.50)
Marion Co. Assessment	49,269.00	49,269.00	-	65,692.00	(16,423.00)
Interest Income - SBA Accounts	19,171.35	-	19,171.35	-	19,171.35
CAB Wifld Restricted Revenues	122,952.21	119,627.25	3,324.96	159,503.00	(36,550.79)
CAB Wifld Unrestricted Revenues	48,372.75	48,372.75	-	64,497.00	(16,124.25)
Ph4 N822 Irrg Audit Coop Match	6,313.41	112,500.00	(106,186.59)	150,000.00	(143,686.59)
Total Revenue	308,940.72	451,704.75	(142,764.03)	602,273.00	(293,332.28)
Operating Expenses					
Administrative Assistant	\$ 25,781.25	\$ 28,125.00	\$ (2,343.75)	\$ 37,500.00	\$ (11,718.75)
Advertising	290.54	750.00	(459.46)	1,000.00	290.54
Audit	10,025.00	7,483.50	2,541.50	9,978.00	47.00
Bank Charges	15.00	-	15.00	-	15.00
Bookkeeping Services	1,500.00	1,500.00	-	2,000.00	(500.00)
Executive Director	59,999.99	60,000.00	(0.01)	80,000.00	(20,000.01)
FY17 Local Govt Water Cons Proj	9,611.50	97,500.00	(87,888.50)	130,000.00	(120,388.50)
General Services Contracts	9,998.29	56,250.00	(46,251.71)	75,000.00	(65,001.71)
Legal - Monthly Meeting	2,700.24	3,750.00	(1,049.76)	5,000.00	(2,299.76)
Legal - Other Services	4,129.22	9,000.00	(4,870.78)	12,000.00	(7,870.78)
Legislative Consultant	31,500.00	31,500.00	-	42,000.00	(10,500.00)
Office Supplies	458.76	600.00	(141.24)	800.00	(341.24)
Phase 4 N822 Irrig Audit Prgm	62,470.54	78,765.00	(16,294.46)	105,020.00	(42,549.46)
Postage	429.23	600.00	(170.77)	800.00	(370.77)
Printing & Reproduction	1,108.80	1,500.00	(391.20)	2,000.00	(891.20)
Publications/Software	58.50	150.00	(91.50)	200.00	(141.50)
Reg Water Supply Pln Upd SWFWMD	34,300.53	225,000.00	(190,699.47)	300,000.00	(265,699.47)
Registration/Dues	1,129.00	1,425.00	(296.00)	1,900.00	(771.00)
Rent (Lecanto Gov't Bldg)	2,047.68	1,536.00	511.68	2,048.00	(0.32)
State Fees/Assessments	175.00	131.25	43.75	175.00	-
Telephone	746.33	825.00	(78.67)	1,100.00	(353.67)
Travel (Board Members & Staff)	1,611.37	6,750.00	(5,138.63)	9,000.00	(7,388.63)
Web Page/Computer Maintenance	2,475.80	1,725.00	750.80	2,300.00	175.80
Total Operating Expenses	262,562.57	618,018.75	(355,456.18)	824,025.00	(561,462.43)
Increase (Decrease) in Net Position	46,378.15	(166,314.00)	212,692.15	(221,752.00)	268,130.15

Item 6.d.

Consent Agenda

Public Officials Liability Insurance Policy



Acentria Insurance 117 N Seminole Ave Inverness, FL 34450 Phone: (352)637-5191 Fax: (352)419-0645	INVOICE
	ACCOUNT: WITHREG-01 DATE: 9/5/2018

Withlacoochee Regional Water Supply Authority 3600 W Sovereign Path, Ste 228 Lecanto, FL 34461	Account Manager Pamela Clader
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Transaction Description	Amount
Public Officials Liability Renewal effective 10/1/2018	\$2,517.15
Invoice Total	\$2,517.15

Make all checks payable to: Acentria Insurance Payment Due: 9/25/2018 For your convenience, you may remit payment via our website at: www.acentria.com and select "Make A Payment" Please include your Account Code: WITHREG-01
THANK YOU FOR YOUR BUSINESS!

VanAllen-Acentria Insurance

117 N. Seminole Avenue
Inverness, FL 34450-4124

PH: (352) 637-5191 • Fax: (352) 637-2396

September 5, 2018

Withlacoochee Regional Water Supply Authority
3600 W Sovereign Path, Ste 228
Lecanto, FL 34461

RE: Public Officials Liability Policy # POL0951174
Expiration Date: 10/1/2018

Dear Richard,

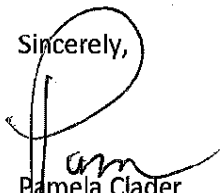
Your current Public Officials Liability policy will expire on 10/1/2018.

Enclosed are the renewal form and invoice. Please sign the attached form where indicated and return to me with the premium payment by 9/25/2018 to ensure continuous coverage without a lapse.

If you have any questions or wish to make any changes, please contact our office.

Your continued business is greatly appreciated.

Sincerely,



Pamela Clader
Account Manager

Email: pam.clader@acentria.com

Enclosures

Surplus Lines Disclosure and Acknowledgement

Acentria Insurance

At my direction, Acordia Insurance has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Withlacoochee Regional Water Supply Authority

Named Insured

By:

Signature of Named Insured

Date _____

Printed Name and Title of Person Signing

Indian Harbor Insurance Company

Name of Excess and Surplus Lines Carrier

Public Officials Liability

Type of Insurance

10/1/2018

Effective Date of Coverage

Item 6.e.

Consent Agenda

**Fiscal Year 2018-2019
Meeting Calendar**

Consent Agenda**Fiscal Year 2018-19 Meeting Dates**

Mr. Richard Owen, WRWSA Executive Director, will present this item.

The Authority is required to follow Florida Statute Chapter 189 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 2018-19 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 14, 2018 January 16, 2019 March 20, 2019 May 15, 2019 July 17, 2019 September 18, 2019

Staff Recommendation:

Board approval of the fiscal year 2018-19 meeting dates as shown above.

Basin Management Action Plan (BMAP) Update

Mr. Tom Frick, Director, Division of Environmental Assessment and Restoration, Florida Department of Environmental Protection, will present this item.

Purpose

The purpose of this item is to brief the Board on the Florida Department of Environmental Protection (FDEP) Basin Management Action Plans (BMAPs) for impaired Outstanding Florida Springs, including Crystal River/Kings Bay, Homosassa River, Chassahowitzka River, Weeki Wachee River, the Rainbow River and Silver Springs.

Background/History

The FDEP is responsible for identifying impaired waters that do not meet water quality standards and for developing and adopting Total Maximum Daily Loads (TMDL) for those waterbodies. For each impaired waterbody, the FDEP develops and adopts a scientifically derived restoration target, known as a Total Maximum Daily Load (TMDL). In order to meet these restoration goals, the FDEP, working with stakeholders, develops BMAPs which describe the management strategies and schedule to achieve reductions in pollutant loading. When the BMAP is adopted, the management strategies and schedule become the compliance plan for the responsible entities. The 2016 Florida Springs and Aquifer Protection Act requires that BMAPs be completed for all impaired Outstanding Florida Springs by July 1, 2018. Tom Frick, FDEP Environmental Assessment and Restoration Division Director, will update the Board on the BMAPs currently being developed for the five Outstanding Florida Springs systems in the WRWSA four-county area: Crystal River/Kings Bay, Homosassa River, Chassahowitzka River, Weeki Wachee River, the Rainbow River and Silver Springs.

Staff Recommendation:

This item is presented for the Board's information and no action is required.

Fiscal Year 2018-19 Budget Approval Ratification

Mr. Richard Owen, Executive Director, will present this item.

The Fiscal Year 2018-19 Proposed Budget was scheduled for approval at the Board's May 16, 2018 meeting. The Revised and Restated Interlocal Agreement creating the WRWSA requires at least one county commissioner member from each of the Authority's four counties be present to constitute a quorum for purposes of approving the budget. This budget approval quorum requirement was not met at the May meeting. However, the Interlocal Agreement also requires the Authority to provide its annual budget to each of the counties by June 1st of each year. In response to this situation and at staff's recommendation, the Board members present at the May meeting, which otherwise met the quorum requirements for purposes of convening an Authority Board meeting, approved the proposed Fiscal Year 2018-19 budget contingent upon ratification by the Board at a meeting at which the budget approval quorum requirements have been met.

The following information and associated exhibits for the Fiscal Year 2018-19 Budget are the same as was provided for the May Board meeting.

Included as Exhibit A to this item is the proposed Fiscal Year (FY) 2018-19 budget for the Board's review and approval. The budget has been prepared in a conservative manner in an effort to reduce costs and enhance efficiencies for member governments. Included as Exhibit B is a description of the Authority's FY 2018-19 work program that is supported by the proposed budget. Outlined below are the major aspects of the proposed budget.

Highlights

- Administrative expenditures of \$207,765, down slightly from the current year by \$6,240 or 2.9%. There is no change in contracted staff compensation.
- Water Resource Development Project expenditures of \$627,490, up from the current year amended budget by \$17,470 or 2.9%, due to a combination of a reduction in the budget for the continuation of the Phase 4 Irrigation Audit Program and the Regional Water Supply Plan Update, and the addition of the Phase 5 Irrigation Audit Program.
- Total budgeted expenditures amount to \$835,255, representing an increase from the current year amended budget in an amount of \$11,230, or 1.4%.
- Administrative Reserves at the end of the fiscal year are budgeted at \$575,100, up from the current year by \$74,723 or 14.9%.
- Water Resource Development Reserves at the end of the fiscal year are budgeted at \$755,656, down from the current year by \$47,462 or 6.7%.
- Combined Administrative and Water Resource Development Reserves at the end of the fiscal year total \$1,330,756, representing an increase of \$122,185 or 10.1%.

Revenues

Administrative

Staff recommends a per capita rate of \$0.19, the same assessment as in the last eight years. The per capita assessment will generate \$151,174 in revenues, up just slightly from the current year (an increase of \$1,666) due to increases in the region's population. Consistent with Board

Item 8

direction received at the January 18, 2017 meeting, administrative revenue from the Charles A. Black (CAB) wellfield facilities has been set at the amount of administrative expenditures in excess of the per capita revenues. This results in \$56,591 of the CAB wellfield revenues being allocated to administration, a decrease of \$3,409 from the current year. Combined, these revenue sources generate \$207,765 in revenue for administrative purposes. This is equal to the proposed Administrative expenditures described below.

Water Supply Facility Development

Revenues for Water Supply Facility Development are derived from matching funds generated by cooperatively funded projects and the CAB wellfield payments. Two continuing cooperatively funded projects, including Phase 4 of the Irrigation Audit Program and the Regional Water Supply Plan Update, will carry on in the coming fiscal year. In addition, Phase 5 of the Irrigation Audit Program commences in the fiscal year. Budgeted revenues from cooperators during the fiscal year include \$210,580 from the SWFWMD and \$52,167 from utilities participating in the Irrigation Audit Programs. The CAB wellfield revenue has been budgeted at the minimum annual production charge of \$224,000 minus the \$56,591 allocated toward administrative expenses, as described above. Should the Authority receive funds above the annual minimum production charge, these funds will be placed in the Water Resource Development Reserves account for future projects. Combined, these revenue sources generate \$430,156 in project-related revenues.

Expenditures

General Administration

Staff has again worked diligently to hold the line on and reduce, where possible, budgeted administrative expenses. This has involved a comprehensive review of all administrative expenses, examining each for expenditures to-date, projected expenditures through the remainder of the current fiscal year and then projecting these for the coming year. Most of the Authority's contracted staff support, including the Executive Director, Administrative Assistant, and Legislative contractors are proposed at the current fiscal year levels of funding. Legal Services have been reduced to reflect only 6 Board meetings in the year and a reduced amount budgeted for other legal services based upon recent actual expenditures. The slight increase in audit services is consistent with the audit engagement letter, which provides for a cost-of-living adjustment each year. The bookkeeping services are proposed at the current year amount of \$500.00 per quarter. All other changes in budgeted administrative activities are based upon recent trends in expenditures. Contingencies represent approximately 5% of the other non-contract administrative costs (e.g., administrative costs excluding the Executive Director, Administrative Assistant, Legal Services, Legislative Consultant, Audit and Bookkeeping services).

Total administrative expenses are proposed at \$207,765, a decrease of \$6,240, or 2.8%, from the current fiscal year budget.

Water Resource Development Projects

There are five (5) projects proposed in FY 2018-19, each of which is briefly described below.

1. General Services – the General Services project is proposed to continue at the current funding amount of \$75,000.
2. Local Government Water Supply Grants – the Board previously approved setting the Authority's Water Conservation Grants program at a funding level of \$130,000 for the year. Grant proposals are due by the end of June 2018 and will be presented at the Board's September 2018 meeting.

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3. Phase 4 Irrigation Audit Program – this program started in FY 2016-17 and is scheduled to continue through the coming FY with a budget of \$65,000. Completion is scheduled for FY2019-20.
4. Phase 5 Irrigation Audit Program – this phase of the irrigation audit program is currently recommended for cooperative funding by the SWFWMD. Pursuant to the District's cooperative funding requirements, the project's full cost is budgeted in the coming year, even though it is a multi-year project and the expenditures will extend into future years.
5. Regional Water Supply Plan Update – this project began in FY 2017-18 and continues into the coming year.

The total project-related budgeted expenditures are \$627,490. This represents \$197,334 more than project-related revenues (\$627,490 - \$430,156), which is funded by utilization of Carryover WRDF reserves. Carryover WRDF reserve funds are estimated to be \$755,656 at the end of FY 2018-19.

Fund Balances

Total fund balances at the end of FY 2018-19 are projected to be \$1,330,756 with Administrative Reserves comprising \$575,100 and Water Resource Development Reserves projected at \$755,656. These funds could be used during FY 2018-19 for possible projects and costs that may arise and that are approved by the Board and will be available for future project funding.

See Exhibits

Staff Recommendation:

Board ratify the action taken by the Board at its May 16, 2018 meeting approving the FY 2018-19 budget by adoption of Resolution 2018-04, shown as in the Exhibit, said budget including budgeted expenditures in the amount of \$835,255, budgeted reserves in the amount of \$1,330,756, and a combined total amount of \$2,166,010, as presented in Exhibit A.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY						
Proposed Fiscal Year 2018-19 Budget						
As of April 26, 2018						
	4/1/2017 Population Estimate	Comments	Fiscal Year 2018-19	Fiscal Year 2017-18	\$ Change	% Change
Revenues: Administrative						
Assessments:	Official BEBR Population Estimates					
Citrus	143,801	747 person increase	\$27,322	\$27,180	\$142	0.5%
Hernando	181,882	2,379 person increase	\$34,558	\$34,106	\$452	1.3%
Marion	349,267	3,518 person increase	\$66,361	\$65,692	\$669	1.0%
Sumter	120,700	2,123 person increase	\$22,933	\$22,530	\$403	1.8%
Total Population/Assessments @ 19¢/Capita	795,650		\$151,174	\$149,508	\$1,666	1.1%
Administrative Revenue from Citrus Contract		Based on Citrus County contract and Board direction	\$56,591	\$60,000	-\$3,409	-5.7%
Subtotal			\$207,765	\$209,508	-\$1,744	-0.8%
Carryover Administration Reserve Funds (FYE 17/18 Estimate) (SBA1)		See Attachment 2	\$575,100	\$500,377	\$74,723	14.9%
Total Administrative Revenue Available			\$782,865	\$709,885	\$72,980	10.3%
Revenues: Water Resource Development (WRD) Projects						
Phase 4 Irrigation Audit Program SWFWMD Matching Funds		Based on project schedule and billings	\$31,835	\$52,510	-\$20,675	-39.4%
Phase 4 Irrigation Audit Program Cooperator Matching Funds		Based on project schedule and billings	\$15,917	\$26,255	-\$10,338	-39.4%
Phase 5 Irrigation Audit Program SWFWMD Matching Funds		50% of Total Project Budget	\$72,500	\$0	\$72,500	NA
Phase 5 Irrigation Audit Program Cooperator Matching Funds		25% of Total Project Budget	\$36,250	\$0	\$36,250	NA
Regional Water Supply Plan Update SWFWMD Matching Funds		50% of Projected FY 2018-19 Expenses based on CABS weinera contract minimum production charge of \$224,000 minus funds allocated to administrative revenue above	\$106,245	\$150,000	-\$43,755	NA
Annual Citrus WRD Payments (SBA2)			\$167,409	\$161,169	\$6,240	3.9%
Subtotal			\$430,156	\$389,934	\$40,223	10.3%
Carryover WRD Reserve Funds (FYE 17/18 Estimate) (SBA2)		See Attachment 2	\$952,989	\$928,280	\$24,709	2.7%
Total Water Resource Development Revenue Available			\$1,383,146	\$1,318,214	\$105,154	8.0%
Total Revenues Available			\$2,166,010	\$2,028,099	\$178,134	8.8%
Expenditures: General Administration						
Executive Director		Based on annual contract	\$80,000	\$80,000	\$0	0.0%
Administrative Assistant		Based on annual contract	\$37,500	\$37,500	\$0	0.0%
Legal Services		Based on annual contract:				
Monthly Meetings @ \$500/meeting		6 meetings per year	\$3,000	\$5,000	-\$2,000	-40.0%
Other Services @ \$150/hr.		80 hours	\$10,000	\$12,000	-\$2,000	-16.7%
Legislative Consultant		Based on annual contract	\$42,000	\$42,000	\$0	0.0%
Advertising		Based on FY 2017-18 Actual	\$1,000	\$1,000	\$0	0.0%
Audit		FY 2017 Actual plus 3% COLA	\$10,325	\$9,978	\$347	3.5%
Bookkeeping Services		\$500/quarter per Engagement Letter	\$2,000	\$2,000	\$0	0.0%
Liability Insurance		Based on FY 17-18 plus 5% rounded up	\$2,530	\$2,625	-\$95	-3.6%
Office Supplies		Based on FY 2017-18 Actual	\$1,400	\$800	\$600	75.0%
Postage		Based on FY 2017-18 Actual	\$800	\$800	\$0	0.0%
Printing and Reproduction		Based on FY 2017-18 Actual	\$1,500	\$2,000	-\$500	-25.0%
Publications/Software		Based on FY 2017-18 Actual	\$200	\$200	\$0	0.0%
Rent (Lecanto Gov't Bldg)		Based on lease agreement	\$2,048	\$2,048	\$0	0.0%
Registrations/Dues		Based on inventory	\$1,900	\$1,900	\$0	0.0%
State Fees/Assessments		Based on FY 2017-18 Actual	\$175	\$175	\$0	0.0%
Telephone		Based on FY 2017-18 Actual	\$1,400	\$1,100	\$300	27.3%
Travel (Board Members & Staff)		Based on FY 2017-18 Actual	\$6,500	\$9,000	-\$2,500	-27.8%
Web Page / Computer Maintenance		Increase in web maintenance costs	\$2,000	\$2,300	-\$300	-13.0%
Contingencies		@ 5% of non-contract admin costs	\$1,487	\$1,579	-\$92	-5.9%
Subtotal - General Administration Expenditures			\$207,765	\$214,005	-\$6,240	-2.9%
Fund Balance for Admin. Reserves FYE 18/19		FYE17/18 Admin Funds Bal + FY18/19 Admin Rev's - FY18/19 Admin Exp's	\$575,100	\$500,377	\$74,723	14.9%
Expenditures: Water Resource Development Projects						
General Services Contracts		As Needed Eng. & Tech. Firms	\$75,000	\$75,000	\$0	0.0%
Local Government Grant Program		Based on Board Direction	\$130,000	\$130,000	\$0	0.0%
Phase 4 Enhanced Irrigation Audit Program		Based on Project Schedule and Billings	\$65,000	\$105,020	-\$40,020	-38.1%
Phase 5 Irrigation Audit Program		100% of Project Budget	\$145,000	\$0	\$145,000	NA
Regional Water Supply Plan Update SWFWMD		Projected Project Expenditures	\$212,490	\$300,000	-\$87,510	NA
Subtotal - Water Resource Development Projects			\$627,490	\$610,020	\$17,470	2.9%
Fund Balance for Water Resource Development Reserves FYE 18/19		FYE17/18 WRD Funds Bal + FY18/19 WRD Rev's - FY18/19 WRD Exp's	\$755,656	\$708,194	\$47,462	6.7%
Total Administration and WRD Expenses			\$835,255	\$824,025	\$11,230	1.4%
Total Administration and WRD Fund Balances at FYE 18/19			\$1,330,756	\$1,208,571	\$122,185	10.1%
Combined FYE 18/19 Expenditures and Fund Balances			\$2,166,010	\$2,032,596	\$133,414	6.6%

ATTACHMENT 1

CALCULATION OF REVENUE FOR 2018-19 AND CALCULATION OF AMOUNT OF FUNDS NEEDED FROM RESERVES As of April 26, 2018

Revenue	4/1/2017 Population	Annual Amount	Sub-Totals
LOCAL ASSESSMENTS @ 19¢ PER CAPITA			
Citrus	143,801	\$27,322	
Hernando	181,882	\$34,558	
Marion	349,267	\$66,361	
Sumter	120,700	\$22,933	
Subtotal	795,650		\$151,174
CHARLES A. BLACK WATER SUPPLY FACILITY			
Minimum Production Charge		\$224,000	
Subtotal			\$224,000
MATCHING CONTRIBUTIONS FOR STUDIES			
SWFWMD Match for Phase 4 Irrigation Audit Program		\$31,835	
Cooperator Match for Phase 4 Irrigation Audit Program		\$15,917	
SWFWMD Match for Phase 5 Irrigation Audit Program		\$72,500	
SWFWMD Match for RWSP Update		\$106,245	
Subtotal			\$226,497
TOTAL REVENUE FOR FY 2018-19			\$601,671
Less: 2018-19 Administration Expense			-\$207,765
Less: 2018-19 WRD Cost			-\$627,490
Funds Required from WRWSA Reserves			-\$233,584

ATTACHMENT 2

ANALYSIS OF BEGINNING FUND BALANCES

FY 2018 - 2019

As of April 26, 2018

ESTIMATE OF WATER RESOURCES DEVELOPMENT FUND BALANCE AT END OF FY 2017-18

04/17/18 WRDF Balance (SBA2)	\$1,014,487
FY 2017-18 Remaining WRD Fund Revenues	
6 Citrus Co. Payments 4/18 - 9/19 @ \$1,866.67/month minus administrative component below	\$94,330.02
Phase 4 Irrigation Audit Revenue	\$101,948
Regional Water Supply Plan Update	\$43,755
Revenues Subtotal	\$1,254,520
Less: FY 2017-18 Remaining Contract Balances:	
2017-18 Citrus Water Conservation Program	\$42,628
2017-18 Hernando Water Conservation Program	\$48,350
2017-18 Marion Water Conservation Program	\$35,245
Irrigation Audit Phase 4	\$135,931
2017-18 General Services Contract	\$17,500
Regional Water Supply Plan Update	\$21,878
Expenditures Subtotal	\$301,531
Total WRD Funds at end of FY 2017-18	\$952,989

ESTIMATE OF ADMINISTRATIVE FUND BALANCE AT END OF FY 2017-18

04/17/18 Admin Bal (SBA1)	\$575,100
Admin Revenue from CAB WSF	\$17,670
Admin Revenue from Per Capita Contributions	\$62,295
Less remaining FY Admin costs for 5 months	-\$79,965
Total Administrative Funds at end of FY 2017-18	\$575,100

ESTIMATE OF TOTAL FUND BALANCE AT END OF FY 2017-18

Total WRD Funds at end of FY 2017-18				\$952,989
Total Administrative Funds at end of FY 2017-18				\$575,100
Total Fund Balance at end of FY 2017-18				\$1,528,089

PROJECTED FUND BALANCES AT END OF FY 2018-19

Total Fund Balances beginning of FY 2018-19:	\$1,528,089
Add: 2018-19 Revenues	\$601,671
Deduct 2018-19 Expenses:	-\$835,255
Projected Fund Balances at end of FY 2018-19:	\$1,294,506

Exhibit B to Item 8

Withlacoochee Regional Water Supply Authority

FISCAL YEAR 2018-19 WORK PROGRAM

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

The Authority will continue its grant program to assist local governments in improving water conservation within the region in order to extend the use of groundwater as long as possible. Fresh groundwater is the least expensive source available to meet growing demands, however there is a limit to this source due to environmental impacts and impacts on other existing legal users caused by withdrawals. As the limit to fresh groundwater resources is reached, alternative, more expensive water sources will need to be developed. At the present time, water conservation programs are the most appropriate way for the Authority to help local governments extend the use of lower cost groundwater supplies. During Fiscal Year (FY) 2018-19, the proposed budget anticipates appropriating an additional \$130,000 toward local government water conservation projects. Proposals will be considered from local governments and public supply utilities in the Authority's jurisdiction. The grant program guidelines and application package may be found on the Authority's web page at www.wrwsa.org. The water conservation activities co-funded by this grant program help participating utilities meet and surpass the maximum 150 gallons per person per day that is required by the SWFWMD no later than 2019 and to meet the SJRWMD conservation requirements.

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

This ongoing program provides an opportunity for residential water utility customers to obtain site-specific evaluations for optimizing the use of water through landscaping techniques and efficient irrigation systems, and to implement recommendations provided by a professionally certified contractor. Contractors used for the site-specific evaluations are professionals certified by the Florida Irrigation Society (FIS) or another recognized certifying agency in the targeted region. The initiative includes program information, water conservation education, reporting and analysis by a consultant. This continuing project targets existing inefficient landscape and irrigation water use and results in significant water savings and can lead to water quality protection through reduced leaching of fertilizers and lawn chemicals. Results from the Pilot Project and Phases 2 and 3 indicate a total water savings of 48 million gallons per year for 532 residential customers, representing an average reduction in total water use of 29%.

The current Phase 4 of the program began in FY2016-17 is scheduled to be complete in FY 2019-20 and includes an "Enhanced Program," whereby participants in certain utilities can elect to have the WRWSA's contractor assist in implementing certain recommendations. Phase 4 is planned to reach approximately 400 customers in the participating utilities. Phase 5 is planned to start in FY 2018-19 and to reach a total of 260 residential customers. This program is co-funded by the SWFWMD. Participating utilities incur only 25% of their respective portion of the project, leveraging local dollars with regional funds. This water conservation initiative helps participating utilities meet and surpass the maximum 150 gallons per person per day that is required by the SWFWMD no later than 2019.

3. Regional Water Supply Plan Update

The Authority initiated an update to its Regional Water Supply Plan (RWSP) in FY 2017-18 and this effort will continue throughout FY 2018-19. This work effort includes updated water demand projections, evaluation of source options and potential water supply project options. The update of the

Exhibit B to Item 8

WRWSA RWSP will include updating population projections; existing and future water demands for public supply and other water use categories; traditional and alternative water supply availability; regional groundwater modeling; estimates of the amount of future demands that could be offset through enhanced water conservation efforts; reclaimed water availability and potential offsets; and recommendations regarding the WRWSA Regional Framework. The project entails significant coordination with and input by the water supply utilities within the WRWSA's region. The Authority's RWSP was last updated in 2014. This project is cooperatively funded by the SWFWMD.

4. Legislative and Governmental Affairs Advocacy on Behalf of the Authority and Its Member Governments

The Authority conducts legislative and executive branch advocacy year-round to promote initiatives on behalf of the Authority and its member governments, and to protect the Authority's interests. Historically, the Authority has played a vital role in influencing state and regional water supply planning, permitting and funding programs including "local sources first," the Water Protection and Sustainability Program and subsequent water resource and supply funding programs. Each year prior to the Legislative Session, the Authority Board of Directors reviews and approves policy direction to guide its advocacy efforts. Progress reports are provided on a regular basis. It is anticipated that during FY 2018-19, the Florida Legislature will continue to make modifications to the state's comprehensive water policies and funding programs. The passage of comprehensive water protection legislation, springs protection and restoration funding and legislation, and the "Legacy Florida" legislation relating to the implementation of the Constitutional Land and Water Conservation Amendment in recent years will likely require continuing refinements in the upcoming session. The Authority will remain fully engaged in assisting the Legislature to implement and refine this recent legislation that significantly revamped the state's comprehensive water policies and funding programs, as well as engage as appropriate on new legislation that would affect the Authority and member governments' water supplies.

5. Continued Cooperation with Citrus County in Operation and Management of the Authority's Charles A. Black Water Supply Facilities (CABWSF)

The Authority and Citrus County completed negotiations at the end of FY 2015-16 of the new Water Supply Contract governing the operation and maintenance of the CABWSF. The new Contract allows for the continued operation of the facilities by Citrus County in a cost-effective manner ensuring a long-term water supply for the County and its customers while also providing for long-term financial stability for the Authority. Various provisions of the new Contract call for improved coordination between the County and Authority.

6. Participation in Maintenance and Enhancement of the North-Central Florida Groundwater Model

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

Exhibit B to Item 8

7. Springs Protection and Restoration

The Authority continues to work with the SWFWMD on its springs coast initiative. The SWFWMD recently completed Surface Water Improvement and Management (SWIM) Plans for the five first magnitude springs in the northern SWFWMD. These SWIM plans call for action by not only the SWFWMD but local governments and other stakeholders in the region to protect and restore these first magnitude springs. The Authority staff continues to actively participate in the Springs Coast Management Committee and monitor activities of the SWFWMD and the Steering Committee for implications on water supply in the region.

8. Program Development and Technical Assistance

- a) Support efforts to further define the hydrogeology of the region. Continue cooperation with the water management districts (WMDs) on the collection of hydrologic data to further refine the WMDs' planning and regulatory models. Coordinate on efforts to better define the lower Floridan aquifer and the extent of fresh and brackish groundwater within the aquifer.
- b) Promote the WRWSA Regional Framework through coordination with WRWSA member governments to facilitate regional and sub-regional cooperation on water supply development and reclaimed water projects. Work with the WMDs in defining strategic priorities for the region and how these priorities may influence the ranking criteria for the WMDs' Cooperative Funding Initiatives, including potential WMD funding for regional and sub-regional traditional and non-traditional water supply development that is consistent with the WRWSA Regional Framework.
- c) Participate in the SWFWMD and SJRWMD minimum flows and levels (MFLs) programs representing the interests of member governments. Provide technical assistance to WRWSA member governments in determining the potential impact to both the environment and potential water supply development based on proposed MFLs.
- d) Coordinate with FDEP, SJRWMD, SWFWMD and the Florida Department of Agriculture and Consumer Services on policy and rule development. Provide assistance to WRWSA member governments on FDEP and WMD rule development that may include Water Use Permitting, Environmental Resource Permitting, water conservation and future water supply development, including the statewide consistency initiatives. Monitor water management programs and rule development in other parts of the state, including the Central Florida Water Initiative, for implications to the WRWSA and its member governments.
- e) Monitor and coordinate with the water supply planning and development activities in adjacent communities and regions, including but not limited to Tampa Bay Water, the Central Florida Water Initiative, the Polk Water Cooperative, and Lake and Levy counties for possible implications on water resource availability within the WRWSA region. Provide input to such activities when appropriate.
- f) Monitor applications for significant water use permits and permit modifications within the region for potential impacts on WRWSA and member government existing and planned water supply facilities and engage in the permitting process where appropriate.

Charles A. Black Wellfield – Citrus County Negotiations

Mr. Richard Owen, Executive Director, will introduce this item.

At the March 21, 2018 meeting, the Board had a discussion regarding a request by Citrus County to transfer ownership of the Authority's Charles A. Black (CAB) wellfield facilities to the County. At that meeting a motion was made to transfer ownership of the facilities after all remaining SWFWMD grant funds have been recouped, plus interest, with no additional payments to be made by the County. This motion failed. Subsequent to the March WRWSA Board meeting, the Citrus County Board of County Commissioners has made an offer to purchase the CAB facilities. This correspondence is included as Exhibit 1 to this item. This item had been tentatively scheduled to be on the May 16, 2018 Board meeting agenda but was postponed at the County's request. It was also on the July 18, 2018 Board meeting agenda, but was postponed due to a lack of representation by Citrus County.

The WRWSA staff continue to recommend the CAB water supply facilities remain regional facilities owned by the Water Supply Authority. The CAB facilities were paid for with grant from the Southwest Florida Water Management District (SWFWMD) **to the WRWSA** for the express purpose constructing a **regional water supply project**. To those persons involved in the original project contract negotiations, in the administration of the project funding, and in the oversight of the project construction, it is clear the project was intended to provide the WRWSA with a long-term, independent source of revenue. The Authority's Executive Director represented the SWFWMD during all these phases of the project. In addition, the Authority's current independent accountant was involved in the original project. Included as Exhibit 2 to this item is correspondence from the Authority's accountant expressing his understanding of the project. The project has in turn provided Citrus County, currently the WRWSA's only water supply customer, with a long-term, reliable, affordable water supply.

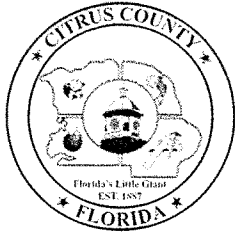
It is important to note the original 1989 water supply contract entitled Citrus County up to a maximum of 2 million gallons per day (mgd). When the 2 mgd threshold was reached, the water supply contract was to be renegotiated. The purpose of this renegotiation was to address the payments being made by the County to the WRWSA for water supply. Although this 2 mgd threshold was reached and exceeded in the mid-1990's, the contract was not renegotiated for the next twenty years. The current water supply contract was finalized in October 2016. Today, the CAB facilities are an important water supply source for Citrus County utilities. In 2016 the facilities produced an average of 4,269,460 mgd. This water was sold by Citrus County utilities to an estimated service population of 25,380 persons. On average, over 408,000 gallons per day were sold to the Ozello Water Association and several other bulk water purchasers. The current WRWSA/Citrus County contract provides Citrus County with a reliable supply water for up to 50 years with no rate increase other than the same cost-of-living adjustment that the County approves for its own water customers.

However, should the Board wish to entertain an offer by Citrus County to purchase the facilities, staff recommends such offer must be based upon the current fair market value of the facilities. In order to determine the fair market value, an appraisal of the facilities would need to be conducted.

See Exhibits

Staff Recommendation:

Board discussion of Citrus County's offer to purchase the Charles A. Black water supply facilities.



Board of County Commissioners Executive Office

110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.bocc.citrus.fl.us

Our Vision

"We are a user-friendly and common sense organization dedicated to responsive citizen services."

April 12, 2018

Richard Owen, Executive Director
c/o Withlacoochee Regional Water Authority (WRWSA)
Lecanto Government Building
3600 W. Sovereign Path
Suite 228
Lecanto, FL 34461

Subject: Charles A. Black Facilities

Dear Mr. Owen:

Citrus County Board members at the March 21, 2018 water supply authority meeting, initiated discussion regarding the possibility of Citrus County acquiring the Charles A. Black water supply facilities. The premise of the request was that Citrus County should own and control the water supply facilities in Citrus County as do the other members of the Authority within their designated jurisdictions. Ultimately, the Authority Board voted to deny the County's request to turn over ownership of those facilities to the County for the outstanding balance of the original project costs less prior County payments.

The Authority Board members who voted against the County acquisition expressed various reasons for their opposition. One area of concern to some Authority Board members was the fact that interest had not been charged as part of the County payments to the Authority, and that if the County had bonded the project rather than going through the Authority to fund the project, the costs would have been higher due to the interest charges. In response to that concern, Commissioner Kinnard offered to take the request to pay both the outstanding balance and interest to the Citrus County Board of County Commissioners for approval.

The issue of paying both the outstanding balance and interest was brought forward by Commissioner Kinnard at the April 10, 2018 Citrus County Board of County Commissioners meeting. The BOCC voted unanimously in favor of making a formal offer to the Withlacoochee Regional Water Supply Authority for acquisition of the Charles A. Black facilities for the balance of the outstanding facility costs plus interest calculated based on current bonding rates and planning and design costs as follows:

Page Two
Richard Owen/WRWSA
April 12, 2018

Planning and Design costs (per SWFWMD grant)	\$ 300,000.00
Original Construction costs (per SWFWMD grant)	\$3,426,979.00
Less prior County Payments	(\$3,006,483.08)
Interest based on nominal annual rate of 3.3%	<u>\$2,172,692.60</u>
Total:	<u>\$2,893,188.52</u>

Based on the above action taken by the Board of County Commissioners, the Citrus County BOCC requested that this offer be formally considered by the Withlacoochee Regional Water Supply Authority Board at the next available meeting.

Should you need any additional information from Citrus County, Mr. Randy Oliver, County Administrator or Ms. Denise Lyn, County Attorney, will be able to assist you.

Sincerely,



Ronald E. Kitchen, Jr.
Chairman, Citrus County Board of County Commissioners

cc: Senator Wilton Simpson
Representative Ralph Massullo
Mr. Kelly S. Rice, SWFWMD Board
Mr. Brian Armstrong, Executive Director of SWFWMD
Board of County Commissioners
Mr. Randy Oliver, County Administrator
Ms. Denise Lyn, County Attorney
Mr. Ken Cheek, Director of Water Resources

Exhibit to Item 9

From: Mark White [mailto:MarkWhite@purvisgray.com]
Sent: Friday, April 13, 2018 11:48 AM
To: richardowen@wrwsa.org; Larry Haag <lmhaag@tampabay.rr.com>; Diane Salz <salz.govconsultant@gmail.com>; Peter Hubbell <phubbell@wraengineering.com>
Subject: FWD: Letter to WRWSA regarding CAB

Richard,

Thanks for forwarding this. I was at the meeting last month and heard the Citrus County proposal but did not get an opportunity to "weigh in" at the meeting, so I will do that now, hopefully my perspective will be helpful.

As you know, I was involved with the initial negotiations and contracts between WRWSA and Citrus County at the time the CAB wellfield was built and consider myself reasonably informed and up to date on the history of the relationship.

My understanding of the contract language and intent at the time the initial deal was done is that Citrus County was never purchasing the CAB wellfield during the term of the agreement. CAB was always intended to be a regional resource of WRWSA and the payments the County made was the equivalent of a charge for the water that the County got from the well and sold at a profit to Ozello Water and all of their various retail customers.

In fact the wholesale agreement between the County and Ozello Water entered into shortly after the CAB wellfield was operational provided more revenue to the County than they paid to WRWSA so all of the remaining water from CAB that is sold to the retail customers has no water cost at all.

So if and it's a big if, the WRWSA wanted to transfer the CAB wellfield to the county and give up the regional intent of that resource, it should be a sale at FMV and none of the previous payments for water used would be credited towards the sale. They were simply buying water during that time and they had the enjoyment of selling that water to their customers and have profited from that through the years and therefore are not being treated unjustly.

I don't believe that the County is over a barrel under the current contract either, the annual volumetric charge of less than \$250k per year is nominal compared to the sales revenue that they have, which is about \$17million in their 2016 audit report, it is hard to see that as punitive.

Another way to look at this in parable form would be if you needed a car, but didn't have the credit to buy one but were able to lease one for three years and at the end of that 3 year lease wanted to buy the car, you would pay the FMV of the car at that time and not be given credit for the lease payments you made the time of the lease. Those payments represent compensation for the consumption of the resource and the utility and use you received from using the car during the term of the lease.

I hope this is helpful, best regards,

Mark White, CPA | Partner
Purvis Gray & Company

2347 SE 17th Street, Ocala, FL 34471
Office: 352-732-3872 | Direct Dial: 352-509-3732
Mobile: 352-598-1760 | Direct Fax: 352-509-3762
Email: markwhite@purvisgray.com
Website: www.purvisgray.com

Item 10.a. / 10.b.

Phase 5 Irrigation System Audit Program

Mr. Richard Owen, Executive Director, will present this item.

a. Contractor Selection

At its July 2018 meeting the Board authorized staff to issue a Request for Quotes (RFQ) for Phase 5, Irrigation System Evaluation Program. 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. Mr. Overdorff has also brought to this proposed work Mr. Phillip Hisey, a Certified Irrigation Auditor, which should help to expedite the audits.

This project is being co-funded by the SWFWMD. The Authority has not yet entered into the Agreement with SWFWMD and anticipates the proposed Cooperative Funding Initiative (CFI) agreement will be available from the SWFWMD sometime in early 2019. Based on past agreements with the SWFWMD, all work performed between October 1, 2018 and execution of the CFI agreement with the SWFWMD will be eligible for reimbursement. 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 presenting the agreement to the Chairman for signature. The staff recommendations are broken into three parts to avoid coming to the Board on separate occasions for each step in the process. 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 (page 45);
- (2) Eco Land Designs, LLC, Quote Submittal (page 46); and
- (3) Agreement between the WRWSA and Eco Land Design, LLC, for the WRWSA Regional Irrigation Evaluation Program (Q040) (page 93).

Staff Recommendations:

1. The Authority Board approve the selection of Eco Land Design, LLC, as contractor to perform the irrigation system evaluations for Phase 5, Irrigation System Evaluation program (Q040).
2. The Authority Board approve the contract between WRWSA and Eco Land Design, LLC, in an amount not to exceed \$125,000; and authorize the Chairman to sign the contract.
3. The Authority Board authorize the Chairman to sign the CFI agreement for Phase 5, Irrigation System Evaluation program, between the SWFWMD and the WRWSA, following review and approval by the Authority Attorney.

Item 10.a. / 10.b.

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

Five utilities have tentatively agreed to participate in Phase 5 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 NSCUDD 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 (Q040) (page 113).
- (2) Agreement between the WRWSA and the North Sumter County Utility Dependent District for the WRWSA Regional Irrigation Evaluation Program (Q040) (page 121).
- (3) Agreement between the WRWSA and the Village Center Community Development District for the WRWSA Regional Irrigation Evaluation Program (Q040) (page 129).

Staff Recommendation:

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

WRWSA Evaluation of Quote Responses for Q040
Firm: Eco Land Designs, LLC

Requirement	Yes	No
1. Submitted on or before August 20, 2018, 2 p.m.	Y	
2. Six paper and six PDF copies of submittal	Y	
3. Service office in Florida	Y	
4. Physical address & telephone number	Y	
5. Registered to do business in Florida	Y	
6. Three references to verify qualifications	Y	
7. Evidence of insurance coverage and amount	Y	
8. Carry Worker's Comp	Y	
9. Min. 5 years experience designer and installer of irrigation systems	Y	
10. FIS level Landscape Irrigation Auditors certificate; or <ul style="list-style-type: none"> EPA WaterSense Partnership; or Irrigation Association Landscape Irrigation Auditors certification 	Y	
11. Two years supervisory experience and management of similar projects	Y	
12. Provide a current list of employees	Y	
13. Provide office space and computer with Word & Excel for 1 staff person	Y	
14. Have applicable licenses and permits to perform scope of services	Y	
15. Included all Quote documents: Quote Response Form, Mandatory Reference Form and Acknowledgement of Addenda	Y	
	\$	
16. Price for Core Evaluation Audit Report (Max. \$275)	\$220.00	
17. Prices for Enhanced Evaluation (Max. \$765)		
a. Catch-can audits	\$125.00	
b. Sprinkler head replacement (for broken or mixed heads)	\$20.00	
c. Capping unnecessary heads	\$10.00	
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)	\$85.00	
e. Replacement of obsolete-outdated controllers with WaterSense approved controllers	\$85.00	
f. Adjustment of irrigation controller based on the catch can test	Included	
18. Price for Follow-up Evaluation (Max. \$100)	\$125.00	

See footnotes in Quote, page 21



WITHLACOOCHEE
REGIONAL
WATER
SUPPLY
AUTHORITY

Withlacoochee Regional Water Supply Authority
Irrigation Audit Phase 5
18-01 (Q040)
August 20th, 2018



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 20, 2018

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

**RE: Withlacoochee Regional Water Supply Authority
Irrigation Audit Phase 5 (Q040)
RFQ 18-01**

Dear Ms. Stout and Selection Committee:

I am pleased to submit my qualifications for the Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program. As President of Eco-Land Design, LLC, my firm specializes in assisting local municipalities and government entities on water conservation programs. Eco-Land Design has been working with the WRWSA on irrigation evaluation programs for the past 7 years as well as other local and state agencies on similar programs. These programs have produced substantial and measurable water savings and educational opportunities for participants.

With great economic growth throughout our region water resources are put at a severe strain. As you are aware water quality and water availability throughout the state for the foreseeable future is especially concerning. Outreach programs such as this Irrigation Audit Program play an important role in protecting our greatest natural resource, water. 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 utilize Water Star and Waterwise practices and on a continual basis, 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 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.

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. In addition to myself, Phillip Hisey will be available to assist in completing the Audits in a timely manner. Phillip has over 15 years experience in the green industry, has worked with SWFWMD staff and is also a Certified Irrigation Auditor. He also has great experience in water conservation programs such as this. **We both understanding landscape water needs and can convey accurate information to applicants on ways to**

reduce water consumption not only now but in the future, creating sustained water savings for years to come. 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 is an important component to achieve the program goals.

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 2,000 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 _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Addendum No. _____ Signature _____

Company Name: _____

Name and Title: _____

Mailing Address: _____

Telephone Number: _____

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RFQ 18-01
WRWSA
Irrigation Audit Program
Phase 5 (Q040)



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

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

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



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, 2018, that its most recent annual report was filed on January 28, 2018, 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 Twenty-eighth day of January,
2018*



Ken Detjen
Secretary of State

Tracking Number: CC0841598639

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

<https://services.sunbiz.org/Filing/CertificateOfStatus/CertificateAuthentication>



RFQ 18-01
WRWSA
Irrigation Audit Program
Phase 5 (Q040)



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 27 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 effectively reduce impacts to the environment, from improper maintenance techniques and scheduling, inappropriate plant selection, and identifying irrigation inefficiencies.

Mr. Overdorff has supervised, designed, built and inspected 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 7 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)
 - 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.
 - Stonewater Community Residential Irrigation Audit Services, Polk County
 - Golf Villas Irrigation Audit/Evaluation, Polk County

Through his education and work experience with The Villages and On Top of The World Communities **Philip B. Hisey** has gained valuable experience in all facets of the green industry. He has been directly involved in landscape and irrigation planning, design and installation for residential and commercial projects. He has also works directly with SWFWMD staff on their Water Star initiatives as he currently sits on the Water Star technical advisory committee. Philip Hisey is also certified by the Irrigation Association to conduct irrigation audits as required by this program and has an excellent record with the District in his efforts to reduce water consumption.

Mr. Hisey represent's company values, direction and clearly delivers his knowledge in the landscape and irrigation industry to residents, HOA's and in educational setting.

Additionally, Mr. Hisey has assisted in developing design criteria for residential and commercial irrigation systems and also monitors construction activities for compliance to meet State and local regulations for optimal water conservation.

Hunter Industries has trained Mr. Hisey on the appropriate installation techniques for their controllers. This is a valuable asset to the program for those applicants that are eligible for replacement of exiting mechanical controllers.

Mr. Hisey has excellent knowledge of the subject matter for this irrigation Audit program and will deliver a positive message with resulting water conservation that will sustain over time.

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)

SIMON PROPERTY GROUP/DPML, YOUNGSTOWN, OHIO – COMMERCIAL PROPERTY DEVELOPER, NATIONWIDE
Landscape Architecture Manager, April 1999 to August 2002

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

URS CORP., TAMPA, FLORIDA – MULTIDISCIPLINARY PUBLIC AND PRIVATE SECTOR ARCHITECTURAL/ENGINEERING FIRM
Project Landscape Architect, October 1993 to March 1999

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





Phillip B. Hisey

6745 SE 12th Place, Ocala, FL 34471

Home: (352) 236-3768

phisey@gmail.com

(352) 427-1287

OBJECTIVE:

To obtain a position to enhance a company with my knowledge and abilities in contract and project management, customer service, conflict resolution and product delivery.

EDUCATION:

Bachelors of Science in Landscape Design and Management, Magna Cum Laude, College of Engineering Science, Technology and Agriculture, Florida Agricultural and Mechanical University, Tallahassee Florida, Associates of Arts with Honors, Central Florida Community College, Ocala, Florida

WORK EXPERIENCE:

Landscape Manger, On Top of The World Communities, Ocala, FL

May 2005 to Present

Essential Responsibilities Include: Oversight of 1.5 million in landscape maintenance contracts and administration, oversight and development of maintenance for all common areas, high visibility areas, sales paths, community recreation facilities, and homes within the On Top of the World Communities (OTOW) neighborhoods. Manage Sustainable Landscape Management sales, contract development, oversight and crew management for high end landscape maintenance operations within OTOW neighborhoods. Contract negotiation and contract budget development for large and small-scale installation and maintenance project contracts; processing of contractor invoicing. Landscape and Irrigation planning, design and installation for all new large and small-scale installations commercial and residential. Monitoring, approval and enforcement of Homeowner Association criteria; Homeowner Landscape Modification review approval processes. Assist the General manager with resident compliance, resident issues, disputes and conflict resolution. Represent company values, direction and clearly deliver landscape and irrigation knowledge in public settings such as HOA meetings, CDD Expo's, University of Florida Extension classes and classes offered through Master the Possibilities for landscape and irrigation installation and maintenance. Master the Possibilities – Lifelong learning facility for OTOW and surrounding Community instructor. Draft design criteria for optimal landscape irrigation for residential and commercial irrigation systems for Bay Laurel Center Community Development District. Design and monitor landscape and irrigation systems in compliance local and state regulations for optimal conservation. Develop estimated cost and construction schedules; project management. Consult with ownership of OTOW for spatial and functional requirements regarding design, materials, color, specification and equipment. Responsibility for all Arboricultural related issues providing support to in house maintenance staff and management concerning tree care and resident dispute resolution. Create and foster relationships with local and state officials, architects, engineers, surveyors and other related officials. Proficient in Microsoft Office Software (Word, Excel, Power Point), Hunter Industries ACC and Hunter Industries Central Control IMMS proficient.

Landscape Supervisor, The Villages of Lake-Sumter, Inc., The Villages, Florida

2003-

2005

Responsibilities Included: to ensure specifications in commercial areas are maintained at the highest standard; making sure all landscape contracts are kept current; to secure cost-effective repairs for commercial areas; approve all new properties acquired by The Villages are of the highest quality before acceptance by The Villages; maintain a working relationship with contractors who support commercial areas.

AWARDS/ HONORS:

Graduated Magna Cum Laude, Florida Agricultural and Mechanical University, Tallahassee, Florida

Awarded Bright Futures Scholarship due to academic achievement

Nominated and Awarded Outstanding Agriculturalist by Florida Association of County Agricultural Agents UF/IFAS

CERTIFICATIONS/ MEMBERSHIPS:

- 2018 Florida Association of County Agriculture Agents (FACAA) Outstanding Agriculturalist
- Member of the Florida Nurseryman's, Gardens and Landscape Association, FNGLA Certified Landscape Contractor
- FNGLA Landscape Leaders Member and Chair
- FNGLA Irrigation Committee member
- Florida Turfgrass Association Member
- Member of the International Society of Arboriculture, International Society of Arboriculture Certified Arborist
- International Society of arboriculture Tree Risk Assessment Qualified (TRAQ)
- Florida Department of Agriculture and Consumer Services, Bureau of Entomology, Certified Pest Control Operator
- Irrigation Association Certified Landscape Irrigation Auditor
- Green Industries Best Management Practices Instructor Certified
- Hunter Industries ACC Expert Installer Certified
- Leadership Ocala-Marion Class 23
- Leadership Ocala- Marion Board of Regents and Board of Regent Chair

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/WITHLACOOCHEE WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N640), January 2015 To February 2017

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. Following the inspections a report was generated outlining the findings with recommendations to increase the system efficiency along with a property 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/WITHLACOOCHEE WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N640), January 2015 To February 2017

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. Following the inspections a report was generated outlining the findings with recommendations to increase the system efficiency along with a property 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:

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

WITHLACOOCHEE WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N882), December 2016 To Present

As a continuation of the Project (N640) noted on Page 1, Mr. Overdorff is currently working with the Water Authority staff and County coordinators to assist high potable water users by providing irrigation audits/inspections to residents within the water authority supply area (Citrus, Hernando, Marion & Sumter Counties). Inspections determine 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, rain sensor installations as well as minor system repairs and upgraded irrigation controllers for qualifying participants. Following the inspections a report is generated outlining the findings with recommendations to increase the system efficiency along with a property head layout plan to assist the owner in current and future repairs or modifications. Follow-up visits will be scheduled to verify that modifications are completed as outlined in the inspection reports and documentation of water savings will also be done at that time.

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

Richard Owen
Withlacoochee Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461
PH: 352-527-5795 Fax: 352-527-5797
E-mail: richardowen@wrwsa.org

Section B- References For Jack Overdorff (Continued)

SWFWMD, PILOT IRRIGATION EVALUATION PROGRAM 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 $\frac{3}{4}$ 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

MID-FLORIDA CREDIT UNION, (7 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
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)

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

1. Business Name: City of St. Petersburg
Contact Person: Christine A. Claus, Water Conservation Coord.
Address: 1650 3rd Ave. North, St. Petersburg, FL 33713
Phone No: (727) 892-5688
Service Performed: Managing the Sensible Sprinkler Program assisting approximately 890 individual residences and commercial properties with full audit services

2. Business Name: City of Tampa Water Department
Contact Person: Jill Lehman, Environmental Specialist
Address: 306 E. Jackson Street 5E, Tampa, FL 33602
Phone No: (813) 274-7091
Service Performed: Managing the Irrigation Evaluation Program assisting Residential, Commercial and mulit-family participants on irrigation effcieincy/water conservation

3. Business Name: SWFWMD
Contact Person: Robin Grantham, Senior Communications Coord.
Address: 2379 Broad Street, Brooksville, FL 34604-6899
Phone No: (352) 796-7211, Ext. 4779
Service Performed: Educational water conservation events & performed audits for homeowners, associations & commercial properties throughout the District

4. Business Name: Hernando County
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 throu WRWSA Projects (N278, N491 & N640) assisting in water conservation

RFQ 16-01 WRWSA Irrigation Evaluation Program N822 - Evaluator Services
Mandatory References

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 25 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 inspections (N882)
- Marion County Irrigation Evaluation Program - Thru December 2018

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, 2018

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 through 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 device, testing and proper installation /location to ensure proper environment for optimum performance. Install a new device if one is not present or current device 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 (N278 & 491).

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 (Q040) – RFQ 18-01

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 18-01. 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, and	
Audit report to the homeowner and the Authority	<u>\$ 220.00*</u>

Added price for replacement of standard wired rain sensor when non-functioning ⁽¹⁾	<u>\$ 75.00</u>
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Added price for replacement of standard wireless rain sensor when non-functioning ⁽¹⁾	<u>\$ 75.00</u>
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Added price per rain sensor repair consisting of replacement of hydrostatic disks	<u>\$25.00**</u>
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Added price for each zone over 8, up to a maximum of 12 zones at a residence	<u>\$37.50</u>
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Cost per Enhanced Evaluation Component, including:

Catch-can audit of all zones	<u>\$125.00***</u>
Sprinkler head replacement per head ⁽¹⁾	<u>\$20.00</u>
Capping unnecessary heads, price per head ⁽²⁾	<u>\$ 10.00****</u>
Replacement of rain sensors or weather stations on existing irrigation controller to maintain or achieve Water Sense labeled status ⁽²⁾	<u>\$ 85.00</u>
Replacement of controller with WaterSense labeled Controller ⁽²⁾	<u>\$ 85.00</u>
Adjustment of irrigation controller based on the catch can test	<u>\$ Included in Cost</u>
Cost per follow-Up	<u>\$125.00</u>

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

(1) Labor only. Part expense to be reimbursed at cost.

* Core costs include irrigation layout plan in ~~Cadd~~

** Replacement of Hydrostatic Discs 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 scope not included nozzles, & head adjustments

ATTACHMENT 1
QUOTE RESPONSE FORM
FOR WRWSA IRRIGATION EVALUATION PROGRAM (Q040) – RFQ 18-01

Firm Name ECO-Land Design, LLC

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

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:
☒ Yes ☐ No License# L1000000007453/LC26000393

Irrigation Auditors Certification # (from Secretary of State): FIS Certified Auditor April, 2009,
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: Florida

Zip: 33637

Telephone No.: (813)-466-8705

Fax No.: (813) 9880804

Email: ecolandfi@gmail.com

Federal I.D.#: 45-1594760

Invoice Terms: 30 days

Authorized Signature: _____ Date: 8/20/18



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.

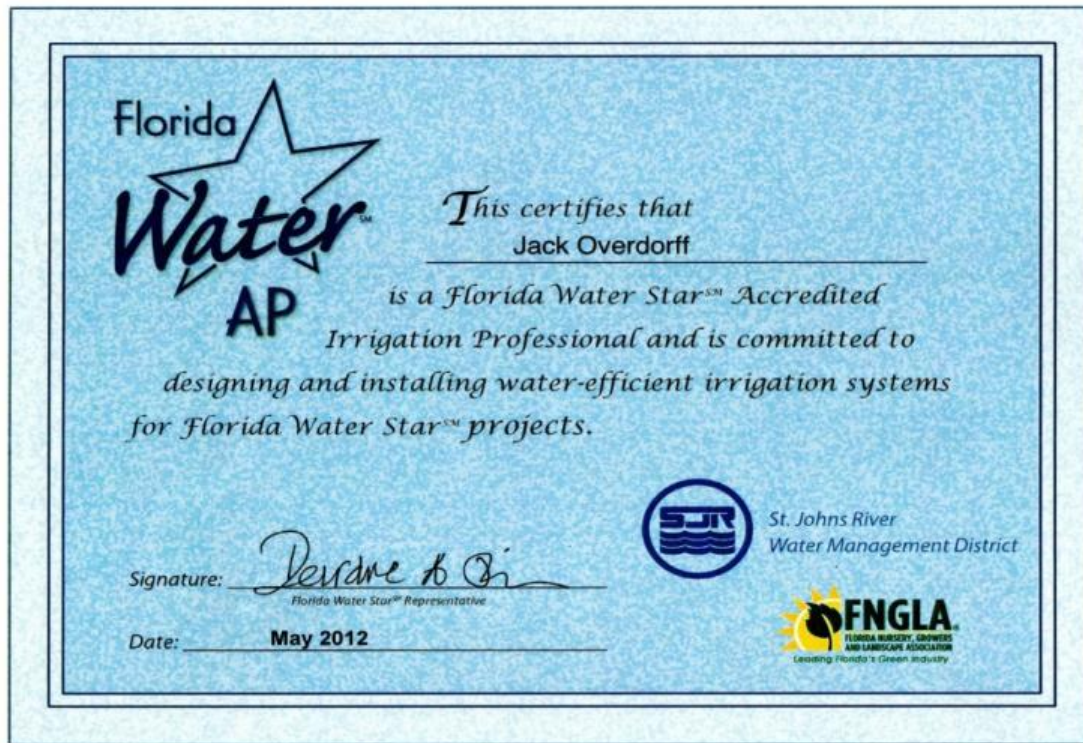
Assistance will also be given to participants on the appropriate irrigation equipment to use for their specific system as well as advice on the appropriate irrigation controller to install if replacement is approved.

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)





memo



Date: May 25, 2016

From: Chris Claus, St. Petersburg Water Conservation Coordinator *CC*

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
Water Conservation Coordinator
813-274-7091



Section E - Other (Continued)

Below are e-mails of appreciation from participants for programs inspected by Mr. Jack Overdorff:

Peg MC <peg4418@gmail.com> Jul 9

to me

Jack:

Thank you so much for this comprehensive report.

Thanks for your help.

Peggy

Jon Kind <jon.kind@gmail.com> Jun 30

to me

Thanks for the report Jack. Seems like we got the sensor installed right ontime for the rainy season. I'm amazed how many sprinklers are running in the rain.

Was thinking about writing something up in our local newsletter the broadwater breeze touting this great program and the good work that you do.

Cheers,
Jonathan Kind

Michael and Victoria McKenna <vlm202@aol.com> May 27

to me

WOW, that is VERY comprehensive, and very helpful!

Victoria McKenna

Thank you so much.

Section E - Other (Continued)

carollm16@aol.com May 22

to me

Thanks so much Jack. I really appreciate everything you have done for me! Have a great day!

Carol

George Lindenberg <gwlin1dy1@gmail.com> May 19

Jack - Thank you for the report. I will review it with Massey when I return in early October. In the meantime I hope the rain monitor that you adjusted will work better than it has in the past. I have asked several neighbors to keep an eye on my sprinklers to be sure I don't have a repeat of last summer when they ran extra cycles during the day.

PAUL ARCHIBALD <archibald.ps@gmail.com>

Mar 6

to me

Looks great, thanks.

Dan Trombley <drtrombley@gmail.com> Feb 25

to me

Thanks! I'll get to work on your recommendations. I've already handled a couple.

Edward Spang <spang2@comcast.net>

Feb 22

to me

Jack, Thank you for the timeliness and efficiency of this report. Ed Spang



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 #1 has 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 And water usage	Plant type	Post-inspection suggested runtimes 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)

- 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)

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

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

For system repairs: Contact a licensed irrigation contractor for a professional installation, particularly if the system involved additional equipment or major modifications. For a listing of qualified contractors in your area, call the Florida Irrigation Society at 1-800-441-5341 or visit their website: <http://www.fisstate.org/>. or refer to the yellow pages of the phone directory. For do-it-yourselfers, irrigation supplies can be obtained from home improvement centers or irrigation supply facilities.

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

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

Please contact (WRWSA Contracted Admin, LuAnne Stout - ([352-527-5795](tel: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 And water usage per application	Post-inspection run times
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

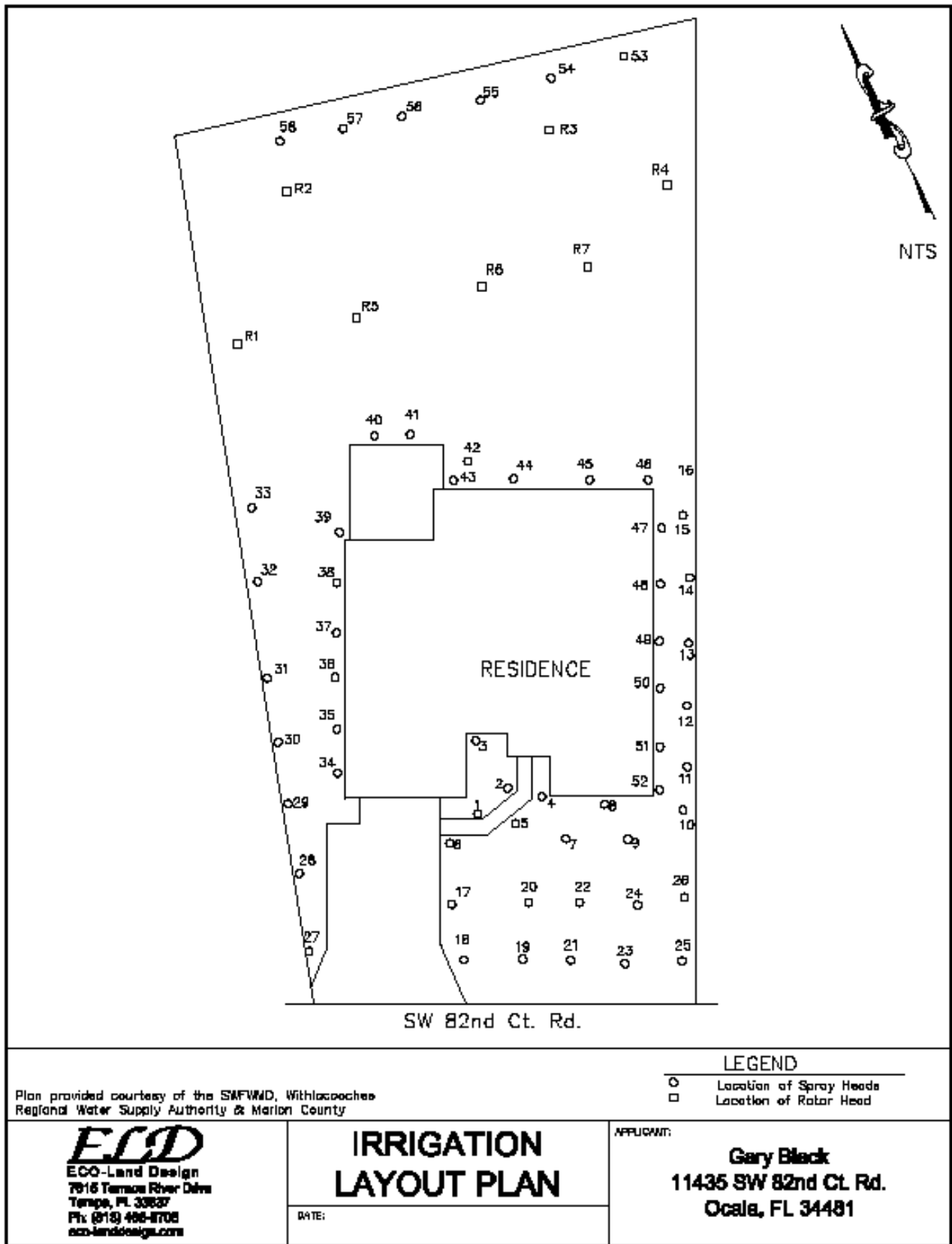
Estimate of existing water usage ¹	Post-evaluation water use ¹	Projected annual gallons saved ¹	Projected Annual Gallons Saved w/ Skip a Week ²
<i>2,756 GAL/CYCLE/WEEK</i>	1,938 GAL/CYCLE	818 GAL/CYCLE	1,938 GAL/CYCLE
<i>143,312 GAL/YEAR</i>	<i>100,776 GAL/YEAR</i>	<i>42,536 GAL/YEAR</i>	67,536 GAL/YEAR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

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

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.

Estimated percentage of recommended modifications completed: 60%





**AGREEMENT BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND ECO LAND DESIGN, LLC FOR THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
REGIONAL IRRIGATION EVALUATION PROJECT (Q040) PHASE 5**

This 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 (Exhibit A), hereinafter referred to as the “Project”; and

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

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

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

Section 1. Independent Contractor

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

Section 2. Project Manager and Notices

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

introductory paragraph of this Agreement; or, electronically to the parties' email addresses as set forth below:

- a. Project Manager for the Authority: Richard S. Owen
Address: Withlacoochee Regional Water Supply Authority
3600 W. Sovereign Path, Suite 228
Lecanto, Florida 34461
Email: richardowen@wrwsa.org
- b. Project Manager for the Contractor: Jack Overdorff, RLA
Address: 7615 Terrace River Drive
Tampa, Florida 33637
Email: 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 (Project Q040). 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 Work 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 \$125,000.00 (or a lesser amount based upon the amount of work assigned to the Contractor). 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. Itemized invoices will be submitted monthly by the Contractor to the Authority electronically at lstout@wrwsa.org or to the following address:

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

B. All invoices must include the following information at a minimum in an Excel file format as specified by the Authority Project Manager:

- (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 (e.g., Citrus County Utilities, Hernando County Utilities, Marion County Utilities, the North Sumter County Utility Dependent District or the Village Center Community Development District); 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 Project Phase 5 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, 2020, unless terminated, pursuant to Section 11 or 12 below, or as amended in writing by the parties.

Section 6. Project Records and Documents

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

Section 7. Ownership of Documents and Other Materials

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

Section 8. Reports

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

Section 9. Indemnification

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

Section 10. Insurance Requirement

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

showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.

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

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

Bodily Injury Liability per Person	\$100,000
Bodily Injury Liability per Occurrence	\$300,000
Property Damage Liability	\$100,000
Or	
Combined Single Limit	\$500,000
 - b. Vehicle liability insurance shall include owned Vehicle, hired and Non-Owned Vehicles.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.

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

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

Section 11. Termination without Cause

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

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

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

Section 12. Default

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. The parties agree that this Agreement is an executor contract. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by Contractor entitling the Authority to terminate this Agreement as set forth above. If after termination by the Authority, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

Section 13. Release of Information

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

Section 14. Assignment

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

Section 15. Law Compliance

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

Section 16. Venue and Applicable Law

All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in

accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie in the County of Citrus.

Section 17. Remedies

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

Section 18. Attorney Fees

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, F.S.

Section 19. Subcontractors

Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 10 herein.

Section 20. Disadvantaged Business Enterprises

The Authority expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum

practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the Authority under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Agreement, to the extent the Contractor maintains such information.

Section 21. Third Party Beneficiaries

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

Section 22. Public Entity Crimes

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

Section 23. Discrimination

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

Section 24. Public Records

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at (352) 527-5795, RichardOwen@WRWSA.org, Lecanto Government Building, 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461

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

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

Section 25. Dispute Resolution

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

Section 26. Controlling Law

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

Section 27. Extent of Agreement

- A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral.
- B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.
- C. Contractor shall cooperate with the Authority in making any reasonable changes to the Agreement.

Section 28. Agreement Documents

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

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

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

ATTEST:

**WITHLACOCHEE REGIONAL
WATER SUPPLY AUTHORITY**

BY: _____

Richard S. Owen, AICP
Executive Director

WITNESSES:

Date _____

BY:

Jack Overdorff
President, ECO-Land Design, LLC

PREPARED BY:

Larry Haag
General Counsel for
Withlacoochee Regional Water Supply Authority

EXHIBIT A
PROJECT BUDGET

Insert page 21 from Quote

EXHIBIT B
Statement of Qualifications

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

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

Exhibit E.
Part I – General Conditions from the Q040 Request for Quotes

PART I – GENERAL CONDITIONS

- 1.1 **CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFQ will be sent to the Authority at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and to the bidder at the address stated on the Quote Response Form.
- 1.2 **CONTRACT/AWARD PERIOD.** The contract/award period will be up to twenty-four (24) 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 19, 2018 to August 17, 2018.
- 1.4 **DELAYS, CHANGES AND ADDENDA.** The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will be opened **August 20, 2018 at 2:00 p.m.**, in the Authority offices at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), all quotes submitted will be subject to review as public records thirty (30) days from quote opening or at the time the Authority provides notice of its intended decision if such decision is reached prior to the expiration of the thirty-day period.
- 1.6 **CANCELLATION.** The Authority reserves the right to cancel the RFQ prior to bid opening and will give notice of cancellation to all persons/firms recorded as having received the original RFQ. Additionally, the Authority reserves the right to reject all quotes, cancel the RFQ, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be sent to all bidders and/or all persons/firms recorded as having received the original RFQ. No bidders will have any rights against the Authority arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the Authority. Thus, the Authority may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.7 **QUOTE WITHDRAWAL.** Quotes may only be withdrawn prior to the date and time set forth in item 1.5 above if the Authority receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.8 **QUOTE SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Quote Response Form where indicated. All quotes must be typed or printed and signed in non-erasable ink in the spaces provided on the Quote Response

Form. All corrections made to the quote by the bidder must be initialed.

- 1.9 **REJECTION OF QUOTE.** The Authority reserves the right to reject any and all quotes or waive any minor irregularity or technicality in quotes received. Quotes which are incomplete, unbalanced, conditional, obscure, or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFQ, may be rejected at the option of the Authority. Obvious errors in the quote may be grounds for rejection of the quote.
- 1.10 **REFERENCES.** The bidder must provide at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar size and scope, as may be more specifically described in Attachment 2.
- 1.11 **FURNISHING SERVICES.** Contract services are to be furnished on an "as-needed, when-needed basis" during the life of the contract and there is NO guaranteed quantity expressed or implied to be utilized.
- 1.12 **TRANSPORTATION AND TRAVEL.** All transportation and travel expenses are to be included in the Contractors hourly rate, as referenced on the Quote Response Form (Attachment 1).
- 1.13 **SUBCONTRACTORS.** Consultant shall not sublet, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subcontractors, consultants, experts or other persons employed by Consultant to provide special services which may be necessary for the completion of the Scope of Services to abide by terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Consultant shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained herein.
- 1.14 **MATERIALS, APPLIANCES, EMPLOYEES.** Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
- 1.15 **PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the project work. Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the Authority. The Contractor will adequately protect and maintain all passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
- 1.15.1 At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which

may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

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

without restrictive endorsements, or equivalent, with the following minimum limits and coverage's:

Per Occurrence \$1,000,000

1.21.1.1 The Contractor must purchase and maintain risk, all risk, insurance based on the completed value of the project. The policy must include all materials intended for installation including those purchased by the Authority.

1.21.1.2 The Authority and its employees, agents, and officers will be named as additional insureds on the general liability and builders risk policies to the extent of the Authority's interests arising from the Agreement.

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

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

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

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

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

**FUNDING AGREEMENT
BETWEEN THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
AND
HERNANDO COUNTY, FLORIDA
FOR THE
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
REGIONAL IRRIGATION EVALUATION PROGRAM (Q040)**

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 (Q040) in the first half of fiscal year 2018-19; 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 \$6,300 and the AUTHORITY would fund \$18,900, for a total project cost of \$25,200, with the AUTHORITY anticipating reimbursement by the SWFWMD of fifty percent of the total project costs (\$12,600), to conduct an estimated 60 core irrigation system water audits on single-family residential properties, with approximately 15 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-five Thousand Two-hundred Dollars and No Cents (\$25,200.00). The COUNTY agrees to fund PROJECT costs up to Six Thousand Three Hundred Dollars and No Cents (\$6,300.00) 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 Eighteen Thousand Nine Hundred Dollars and No Cents (\$18,900.00) 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 (Q040).

4. 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 October 2018 and will complete the PROJECT by the twenty-second day of May 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.

5. CONTRACT PERIOD.

This Agreement will be effective October 1, 2018 and will remain in effect through May 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. 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 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 REGIONAL WATER SUPPLY AUTHORITY

By: _____
Michelle Stone, Chairman Date

HERNANDO COUNTY, FLORIDA

By: _____
Steve Champion, Chairman Date

Exhibit "A"

PROPOSED WORK PLAN

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
IRRIGATION EVALUATION PROGRAM (Q040)**

PROJECT DESCRIPTION:

The PROJECT is an outdoor water program that will include the AUTHORITY hiring a qualified irrigation contractor(s) to perform approximately 60 evaluations with up to twenty-five percent (25%) (15) 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 60 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 (\$18,900.00), and the COUNTY (\$6,300.00) for a total cost of \$25,200.00. The AUHTORITY will seek reimbursement from the SWFWMD for half of the project costs (\$12,600). After conducting 60 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, 2018	September 30, 2020
Follow-Up Evaluations	February 1, 2019	December 31, 2020
Pre-Post Water Use Analysis	October 1, 2021	December 31, 2021
Draft and Review of Final Report	January 1, 2022	March 31, 2022
Final Report	April 1, 2022	May 18, 2022

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
lstout@wrwsa.org

Phase 5 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 (Q040)**

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 (Q040) in the first half of fiscal year 2018-19; 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 \$4,200 and the AUTHORITY would fund \$12,600, for a total project cost of \$16,800, with the AUTHORITY anticipating reimbursement by the SWFWMD of fifty percent of the project costs (\$8,400), to conduct 40 core irrigation system water audits on single-family residential properties, with approximately 10 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:

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 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.
2. FUNDING.
The parties anticipate that the total cost of the PROJECT will be Sixteen Thousand Dollars and No Cents (\$16,800.00). The DISTRICT agrees to fund PROJECT costs up to Four Thousand Two Hundred Dollars and No Cents (\$4,200.00) 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 Twelve Thousand Six Hundred Dollars and No Cents (\$12,600.00) 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 (Q040).
4. 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 October 2018 and will complete the PROJECT by the twenty-second day of May 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 October 1, 2018 and will remain in effect through May 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 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 REGIONAL WATER SUPPLY AUTHORITY

By: _____
Michelle Stone, Chairman Date

NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT

By: _____
Date
Title: _____

Exhibit "A"

PROPOSED WORK PLAN

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
IRRIGATION EVALUATION PROGRAM (Q040)**

PROJECT DESCRIPTION:

The PROJECT is an outdoor water program that will include the AUTHORITY hiring a qualified irrigation contractor(s) to perform approximately 40 evaluations with up to twenty-five percent (25%) (10) 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 40 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 (\$12,600.00), and the DISTRICT (\$4,200.00) for a total cost of \$16,800.00. The AUHTORITY will seek reimbursement from the SWFWMD for half of the project costs (\$8,400). After conducting 40 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, 2018	September 30, 2020
Follow-Up Evaluations	February 1, 2019	December 31, 2020
Pre-Post Water Use Analysis	October 1, 2021	December 31, 2021
Draft and Review of Final Report	January 1, 2022	March 31, 2022
Final Report	April 1, 2022	May 18, 2022

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
lstout@ wrwsa.org

Phase 5 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 (Q040)**

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 (Q040) in the first half of fiscal year 2018-19; 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 \$2,100 and the AUTHORITY would fund \$6,300, for a total project cost of \$8,400, with the AUTHORITY anticipating reimbursement by the SWFWMD of fifty percent of the total project costs (\$4,200), to conduct an estimated 20 core irrigation water audits on single-family residential properties, with approximately 5 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:

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 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.
2. FUNDING.
The parties anticipate that the total cost of the PROJECT will be Eight Thousand Dollars and No Cents (\$8,400.00). The DISTRICT agrees to fund PROJECT costs up to Two Thousand One Hundred Dollars and No Cents (\$2,100.00) 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 Six Thousand Three Hundred Dollars and No Cents (\$6,300.00) 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 (Q040).
4. 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 October 2018 and will complete the PROJECT by the twenty-second day of May 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 October 1, 2018 and will remain in effect through May 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 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 REGIONAL WATER SUPPLY AUTHORITY

By: _____
Michelle Stone, Chairman Date

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Date
Title: _____

Exhibit "A"

PROPOSED WORK PLAN

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
IRRIGATION EVALUATION PROGRAM (Q040)**

PROJECT DESCRIPTION:

The PROJECT is an outdoor water program that will include the AUTHORITY hiring a qualified irrigation contractor(s) to perform approximately 20 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 20 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 (\$6,300.00), and the DISTRICT (\$2,100.00) for a total cost of \$8,400.00. The AUHTORITY will seek reimbursement from the SWFWMD for half of the project costs (\$4,200). After conducting 20 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, 2018	September 30, 2020
Follow-Up Evaluations	February 1, 2019	December 31, 2020
Pre-Post Water Use Analysis	October 1, 2021	December 31, 2021
Draft and Review of Final Report	January 1, 2022	March 31, 2022
Final Report	April 1, 2022	May 18, 2022

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
lstout@ wrwsa.org

Phase 5 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

Regional Water Supply Plan Update Status Report

Mr. Richard Owen, Executive Director, will introduce this item and present the staff recommendation.

Mr. Gregg Jones, Brown and Caldwell, will present the status report to the Board.

At the July 18, 2018 Board meeting, staff reported that Mr. Gregg Jones, the consultant's project manager for this project, was leaving Cardno and the Board authorized staff to approve a subcontract between Cardno and Mr. Jones to facilitate his continuation on the project.

Mr. Jones has subsequently accepted a position with Brown and Caldwell. We have been informed by Cardno that they can not subcontract directly with Mr. Jones, but rather must subcontract with Brown and Caldwell to facilitate Mr. Jones' continuation on the project.

Therefore, new Board action is necessary to approve Cardno retaining Brown and Caldwell as a subcontractor.

See Exhibit *(to be provided)*

Staff Recommendation:

Board approval of Cardno subcontracting with Brown and Caldwell to facilitate the continuation of Mr. Jones on the project.

SWFWMD Fiscal Year 2019-20 Cooperative Funding Program

Mr. Richard Owen, Executive Director, will present this item.

The Southwest Florida Water Management District (SWFWMD) has opened the application period for the Fiscal Year (FY) 2019-20 Cooperative Funding Initiative and applications are due by October 5, 2018. The purpose of this item is to request Board authorization to submit a cooperative funding request to the SWFWMD, for continuation of the Regional Irrigation System Audit Program.

The Authority has conducted a regional irrigation system audit program since 2011. Participating utilities have included Citrus, Hernando and Marion counties and two water supply utilities in The Villages. The program has been funded 50/50 between the Authority and SWFWMD. The Authority's share is then split 50/50 with each participating utility. Each utility identifies the level of funding at which it desires to participate. The program targets the highest use single family residential customers identified by each utility. Participation by customers is voluntary and the irrigation system audit is conducted at no cost to the customer. The program to-date has achieved significant water savings. Outdoor lawn watering continues to be the area of greatest potential savings and continued focus on water savings in outdoor use is the consensus of the local utility conservation experts.

The Phase 6 total project budget is recommended at \$136,000, with the Authority committing to fund 50 percent at \$68,000 and the SWFWMD requested to fund a like amount. Utilities potentially participating in the proposed Phase 6 program and their approximate local match include Citrus County (\$8,000), Hernando County (\$9,000), Marion County (\$11,000) and The Villages Village Center Community Development District (\$2,000) and the North Sumter County Utility Dependent District (\$4,000), for a total local contribution of \$34,000.

As part of the application submittals, the Authority must provide a commitment to include its 50% of each project's cost in its FY 2019-20 budget as well as a ranking letter. Both letters are included as exhibits.

See Exhibits – Ranking and Funding Commitment Letters

Staff Recommendation:

Board approval of the FY 2019-20 Cooperative Funding Initiative application for Phase 6 of the Regional Irrigation System Audit Program in the total project amount of \$136,000, ranked as the Authority's number one application, including authorization for the Executive Director to sign the funding commitment and ranking letters.

DRAFT

September 20, 2018

Southwest Florida Water Management District
Attn: Cooperative Funding Program Administrator
2379 Broad Street
Brooksville, FL 34604

Subject: Fiscal Year 2019-20 Cooperative Funding Request – Phase 6 of
the Regional Irrigation System Audit Program Funding Commitment

Dear CFI Administrator:

The Withlacoochee Regional Water Supply Authority (WRWSA) is submitting a Cooperative Funding Request for the District's consideration in its FY2019-20 Cooperative Funding Initiative (CFI) for Phase 6 of the Regional Irrigation System Audit Program. The District requires CFI applicants to demonstrate a commitment of matching funds for each funding request. The purpose of this letter is to express the commitment of the Authority to fund its 50% share of the project costs. The total project cost is proposed at \$136,000. Should the project be considered by the District for cooperative funding in FY2019-20, the Authority commits 50% matching funds in the amount of \$68,000 in its FY2019-20 budget. The Authority Board, at its September 19, 2018 meeting, approved this letter of funding commitment.

We greatly appreciate the District's consideration of our request.

Sincerely,

Richard Owen, AICP
Executive Director

DRAFT

September 20, 2018

Southwest Florida Water Management District
Attn: Cooperative Funding Program Administrator
2379 Broad Street
Brooksville, FL 34604

Subject: Fiscal Year 2019-20 Cooperative Funding Requests Ranking
Phase 6 of the Regional Irrigation System Audit Program

Dear CFI Administrator:

The Withlacoochee Regional Water Supply Authority (WRWSA) is submitting one Cooperative Funding Request for the District's consideration in its FY2019-20 Cooperative Funding Initiative for Phase 6 of the Regional Irrigation System Audit Program. Since we are submitting only one request, this request is ranked number one.

The WRWSA Board, at its September 19, 2018 meeting, approved this ranking. We greatly appreciate the District's consideration of our request.

Sincerely,

Richard Owen, AICP
Executive Director

Item 13.a.

Executive Director's Report

Correspondence

SunTrust Bank
Business Credit Card Division
PO Box 4997
Orlando, FL 32802

RECEIVED AUG 13 2018



August 7, 2018

WITHLACOCHEE REGIONAL WATER SUPPLY
IN CARE OF RICHARD S OWEN
3600 W SOVEREIGN PATH STE 228
LECANTO, FL 34461

Dear RICHARD S OWEN:

Congratulations! As a valued SunTrust client, you have been approved for a new credit limit of \$2,500.00. This amount is immediately available and will be visible on your next statement.

IMPORTANT NOTE:

The lines on your individual cards have not been modified since you may have set defined limits for each of your cards. To adjust these lines use our self-service tool SunTrust Business Card Online <https://www.suntrust.com/sbcq>. Here you will be able to:

- o Adjust individual card lines
- o Order and activate new and replacement cards
- o View your electronic statements
- o Monitor and track spending
- o View pending transactions and history
- o Schedule credit card payments
- o Dispute transactions
- o Update employee spending limits and contact information

Thank you for choosing SunTrust. If you have questions about your Business Credit Card account, SunTrust Business Card Online or how to become a Program Administrator, please call Card Services at 855.574.2423.

Sincerely,

Business Credit Card

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006.



Item 13.b.

Executive Director's Report

News Articles

Lakeland Ledger

Palmer: Keep an eye on local water issues

Posted Jul 28, 2018 at 5:58 PM / Updated Jul 28, 2018 at 5:58 PM

When I began covering water issues 40 years ago, the conventional wisdom in Polk County was that someday Tampa would launch a “water raid” on Polk County.

It wasn't irrational. Utilities in the Tampa Bay area had already done that in Pasco County and had dibs on water from springs farther north as they engaged in lengthy legal battles among themselves over water allocations.

Tampa Bay utilities finally worked out their differences and later backed off from a plan to develop a giant wellfield at the edge of Polk County, which threatened to diminish Polk's well system.

Then came the Orlando area with a proposed well permit that potentially could cause the same effect on the other side of Polk County.

Polk officials were ready to go to court to challenge the permit.

Gov. Jeb Bush stepped in and stopped another regional water war before it got started. Instead, he told everyone to work together.

That eventually resulted in the Central Florida Water Initiative (CFWI), an organized plan to figure out how much water was left, how much everyone needed, and how to come up with a plan to make up the projected deficits everyone faced unless they decide to slow down the development wave that created the demand for more water.

Now comes the conflict with the Peace River Manasota Water Supply Authority (PRMWSA).

The regional utility applied for a permit last fall to double the amount of water it could pump from the Peace River, the culmination of its own regional water planning efforts to deal with projected growth in Charlotte, DeSoto, Manatee and Sarasota counties while avoiding impacts on the already stressed aquifer.

Somehow the folks at the Polk Regional Water Supply Authority, which also were working on their own plan as an outgrowth of the CFWI project, didn't know about the downstream permit request until a few months ago.

They certainly knew the PRMWSA was planning to expand its capacity, because the authority's executive director made a presentation discussing that agency's general expansion plans at the same Swiftmud meeting at which Polk officials were present to explain their plans.

Polk cooperative officials blame the Southwest Florida Water Management District for not alerting them about the permit rather than their own inattentiveness to what was happening around them.

At this point that's academic.

Local officials have filed a legal challenge to the PRMWSA permit and the dispute is gradually working its way through the system. Mediation is planned later this summer and if that doesn't work out, the case will go before an administrative law judge in January.

So far Polk officials have agreed to ante \$175,000 to conduct the challenge.

PRMWSA has allocated \$500,000 for the fight, according to a spokesperson.

What this dispute is all about is Polk's concern that it would not be able to develop a planned reservoir near the river in southern Polk County if the downstream utility is allowed to withdraw all of the water that Swiftmud will allow to be taken from the river.

Polk has, in the meantime, submitted some paperwork to secure permits to withdraw water from the Peace River, the Alafia River and Peace Creek.

But it's fair to point out it is questionable whether there's enough water available in the Upper Peace River to justify a major utility project or a protracted legal fight with another utility.

Actually, make that two fights.

Officials at Tampa Bay Water, which operates a reservoir to withdraw water from the Alafia River in Hillsborough County, reportedly were blindsided by Polk's permit request and are making sure they nail down all of the available water from that river via their existing permit before Polk's permit request goes any further.

Getting back to the Peace River and Polk's plan to use it for future water supplies, keep in mind that there are often times when the river doesn't have enough water to float a canoe, let alone supply a city.

Sometimes you can walk for miles down the river bed and not worry about getting your feet wet.

That was the result of decades of overpumping that dropped the aquifer level by 50 feet, caused Kissengen Spring to quit flowing in 1950, eliminated base flow into the river from the aquifer and set the stage for the water shortages that followed.

Swiftmud officials spent millions of dollars of our tax money to buy land so they could raise the level of Lake Hancock so it could supplement river flow to make sure the river meets state-mandated minimum flows most of the time to make up for some of that environmental damage.

The reason state officials told the water management districts to set minimum flows for rivers and minimum levels for lakes is that natural systems need water, too.

That concept sometimes gets lost in the discussion about the latest scheme to secure water for the next couple of hundred thousand residents and all the development that goes with it.

There was discussion at the last Polk co-operative meeting about exploring the option of cutting corners to meet goals, such as using untreated stormwater to augment lake levels, as if the lakes needed more polluted inflow.

The fact that such a discussion even occurs, whether it is implemented or not, should concern us and make us wonder what other environmental compromises loom on the horizon to satisfy local development aspirations.

Everyone needs to watch everything happening with water in Polk very closely.

Check out Tom Palmer's blog at <http://www.ancientislands.org/conservation/>.

County focuses on irrigation

July 31, 2018

THE ISSUE: County participates in irrigation month.

OUR OPINION: A timely reminder of the need to conserve.

With the county going through what seems like monsoon season, it may seem a strange time to focus on irrigation practices, but during July the county participated in an initiative to promote smart irrigation practices.

And this initiative is needed, because even with the abundant rainfall we have seen this summer, on any given day one can drive through neighborhoods and see irrigation systems dumping drinkable water on already soaked lawns.

And, as always, it will be drier this fall and the demand for irrigation will inevitably increase.

For many people, water is not seen as a valuable resource to be used wisely, but rather as something cheap and necessary to put on the ground to assure green grass and lush flowerbeds. Among some, there seems to be the belief that the more water put on plants, the better.

This leads to a chronic problem with overwatering, where lawns and flowers are given more water than the plants need, and more than they can beneficially use.

The aim of smart irrigation, like that sponsored by the nonprofit Irrigation Association and promoted by the county during the month of July, is to use irrigation water wisely, where it will provide the maximum benefit to plants without wasting a valuable resource.

With about half of the water being used by Citrus County homes going to irrigation, the potential for saving water by using smart irrigation is very high and the benefits are very real.

As a state, we have benefited enormously by having a generous supply of water from our aquifers, but with a growing population this resource is under stress.

In some areas of the state, where supplies of fresh water have already become scarce, stringent water conservation measures are already in place, and recycled waste water is used for irrigation.

While we make a limited use of wastewater for irrigation, most of the water put on lawns and flowerbeds in Citrus County is drinkable water. Using this water wisely will help assure adequate supplies in the future.

The smart irrigation program has many facts, including helping customers learn about Florida-friendly landscaping, learning how to use rain sensors to prevent irrigating when rainfall is sufficient for plant growth, and providing financial incentives for installing or upgrading these.

According to the county, over 7,000 residents took advantage of the program this summer, and they got over \$35,000 in rebates for installing irrigation controls, and saved over 3 million gallons of water.

This is but one program to encourage conservation measures that are needed to assure that we have adequate supplies of fresh, potable water going forward. We congratulate the county for joining this program, and encourage them to continue and expand conservation programs.

Editorial: Plans too weak to save the springs

Jul 31, 2018 at 2:01 AM

Three years ago state environmental regulators implemented plans to save Silver and Rainbow springs from continued degradation, largely from nitrate pollution. They held meetings and followed protocol in writing what is known as a Basin Management Plan (BMAP). It was supposed to set up guidelines for curbing nitrate pollution. Observers, however — some Florida Department of Environmental Protection officials among them — were skeptical from the get-go about the plans.

The DEP set nitrate reduction goals for Silver and Rainbow springs of 82 percent and 38 percent, respectively — within five years. Moreover, the admittedly ambitious goals were set without any hard-and-fast rules for reducing source-point pollution such as farms, fertilized lawns and septic tanks. Agriculture efforts were limited to a series of self-policed “best practices” and upgrading public wastewater systems.

Last month, we checked on the progress of Silver Springs, whose BMAP was the first of the 13 written by DEP. DEP’s deputy secretary for ecosystem restoration, Drew Bartlett, told us that after three years there has been no measurable reduction in the nitrate levels in Silver Springs. None.

The BMAP is not working.

Now, a dozen individuals and groups from around the state are legally challenging the 13 BMAPs as fruitless and flawed.

The dozen challengers — which include two individuals, eight environmental groups and the Florida Home Builders Association — are seeking administrative hearings to shelve each of the BMAPs, which under legislative mandate were all supposed to be enacted July 1.

While the homebuilders say they cannot instantly adapt to the BMAPs’ mandate for replacing traditional septic systems with more costly advanced nitrogen-reducing septic systems — which reported cost \$12,000-\$18,000 more than standard septic systems — the environmentalists argue the plans simply do not go far enough and therefore have no chance of working.

“We have 13 of these (action plans) and we’ve asked the same question on every one: Will the plan, if it’s actually implemented, clean up the spring in 20 years?” said Bob Palmer of Gainesville, chairman of the Florida Springs Council’s Legislative Committee. “It’s very hard to argue that any of these plans would do that ... (We) would like to see plans that are believable enough that we feel confident enough that they would get the job done.”

For now, DEP has put the BMAPs on hold, pending review to see if administrative hearings are warranted and to give homebuilders time to adapt to the new rules. But it will take more than a little tweaking, as some DEP officials have suggested.

If DEP is serious about saving our springs from nitrate pollution, it must be given money and authority to institute meaningful, enforceable rules regarding agriculture runoff, septic tanks and yard fertilizer. It also needs a way to help offset the cost of advanced septic systems until cheaper technology comes along. A good funding source would be a permanent tax on bottled water.

As for household fertilizer use, Florida needs a ban on phosphate-based fertilizers immediately. As for farms, "best practices" sound nice but there is no enforcement by DEP.

The BMAPs already in place are just not working. Thankfully, they are being challenged.

Until the state of Florida is serious about reducing point source pollution from farms, septic tanks and homeowner fertilizing, our springs will continue to be imperiled and tainted. This is a serious problem that requires serious action, and what we have seen so far in the BMAPs is not close to serious.